REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, October 30, 2024 **Council Chambers**
6:00 p.m. **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: 841 3065 3465 #. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, 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: Jim Garrison, United Methodist Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS: None

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 Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 1 and Zone of Benefit 51 to the City of Madera Landscape Maintenance District (LMD) Zone for Fiscal Year 2024/25

Recommendation: Adopt Resolutions Approving Annexation of Certain Properties to Citywide Lighting and Landscaping Assessment Districts:

1. Adopt a Resolution Approving Annexation No. 2024-08 for annexation of APN 013-050-006 (Full Throttle Suspension); and APN 013-050-011 (Specialty Crop); into Zone of Benefit 1; Confirming the Diagram and Assessment for LMD Zone of Benefit 1 for Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor; and
2. Adopt a Resolution Approving Annexation No. 2024-09 for Annexation of APN 006-390-033 (In-N-Out); APN(s) 013-200-012 and 013-200-013 (California Custom Processing); APN 013-200-005 (Amon World Phase I); APN 013-200-004 (Amon World Phase II); APN 003-250-028 (Fast Track Car Wash); and APN 013-210-009 (Fresno Madera Farm Credit) into Zone of Benefit 51; Confirming the Diagram and Assessment for LMD Zone of Benefit 51 for Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

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 – October 2, 2024

Recommendation: Approve the City Council Minutes of October 2, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for September 21, 2024 to October 18, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

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

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

B-5 Resolution Supporting Proposition 4, The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024

Recommendation: Staff recommends that Council review the details of Proposition 4, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and

Clean Air Bond Act of 2024, and consider adopting a resolution in support of this measure (Report by Arnoldo Rodriguez)

B-6 Settlement of Insurance Claim for Repair of Battalion 51

Recommendation: Adopt a Minute Order Authorizing the City Manager to execute a Master Final Proof of Loss in the amount of $14,539.63 for the repair of Battalion 51 and to submit and execute any further related documents to finalize the insurance claim (Report by Wendy Silva)

B-7 2024 Downtown Christmas Light Parade Event Entries

Recommendation: Approve a Minute Order Authorizing the City Manager to execute documents necessary for any City entries in the Downtown Christmas Parade scheduled Thursday, December 5, 2024 (Report by Alicia Gonzales)

B-8 Madera Unified School District Fee Waiver Request for the Third Annual Battle of the Books Event

Recommendation: Adopt a Resolution waiving the rental fees of the John Wells Youth Center on Thursday, March 27, 2025, related to the Madera Unified School District Third Annual Battle of the Books event, at an anticipated fee rental of $3,629.92 (Report by Joseph Hebert)

B-9 Piggyback Purchase Agreement Change Order for Fleet Division-Related Purchase

Recommendation: Adopt a Resolution Approving the Sourcewell piggyback agreement change order in the amount of $10,272.98 with Altec Industries for the purchase of Facilities Altec bucket truck (Report by Michael Lima)

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

Recommendation: Adopt Resolutions Approving Piggyback Purchase Agreements as follows:

1. Adopt a Resolution Approving Sourcewell Piggyback Agreements for the Purchase of:
    a. A tractor for the Safe and Clean team from Pioneer Equipment for $104,230
    b. A tractor for the Parks Department from Pioneer Equipment for $54,773
    c. A trailer for the Streets Division from Pape Machinery for $39,162
    d. A street sweeper from Municipal Maintenance Equipment for $336,372; and
2. Adopt a Resolution Approving the State of California Piggyback Agreement for Purchase of five Ford pickup trucks from Downtown Ford of Sacramento for $227,079 (Report by Michael Lima)

B-11 Accepting Improvements for the Iveywood II Subdivision (Tract No. 21S-01)

Recommendation: Adopt a Resolution:

1. Accepting the Improvements for the Iveywood II Subdivision (Tract No. 21-S-01); and
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements (Report by Keith Helmuth)

B-12 Reimbursement to Joseph Crown Construction Inc, a California Corporation for Improvements Associated with Iveywood I Subdivision

Recommendation: Adopt a Resolution Approving a budget amendment increase of $25,583 for the purpose of reimbursing for improvements completed in connection to the Improvement Agreement for Iveywood I Subdivision (Agreement) (Report by Keith Helmuth)

B-13 Accepting Improvements for Rancho Santa Fe Subdivision (Tract No. 19-S-06)

Recommendation: Adopt a Resolution:

1. Accept Improvements of Rancho Santa Fe Subdivision (Tract No. 19-S-06); and
2. Authorize the filing of Notice of Acceptance for said subdivision improvements (Report by Keith Helmuth)

B-14 Pipeline Crossing Agreement with Union Pacific Railroad Company for W-43 Water Main Replacement project

Recommendation: Adopt a Resolution Approving a Pipeline Crossing Agreement between Union Pacific Railroad (UPRR) Company and City of Madera for the Yosemite Avenue portion of the W-43 Watermain Replacement Project (Report by Keith Helmuth)

B-15 Request by John G. Cazares and Norma Cazares for connection to the City's water system

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 27277 Ellis Street (APN 037-040-006) (Report by Keith Helmuth)

C. <u>WORKSHOP</u>: None

D. <u>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:</u>

D-1 Contract Award for the 2024 Water Meter Project, City Project W-32, Phase I

Recommendation: Adopt a Resolution Approving the contract for the 2024 Water Meter Project, City Project W-32, Phase I in the amount of $ 1,144,950 to West Valley Construction Company, Inc. (Report by Keith Helmuth)

D-2 Lease Agreement for Facilities at the Millview Community Center with Community Action Partnership of Madera County

Recommendation: Adopt a Resolution Approving the Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc. (CAPMC) through May 31, 2027 (Report by Joseph Hebert)

D-3 Award of Sole Source Contract for Repair and Replacement of Arson-damaged Equipment at Thaddeus Sran Playground at Centennial Park

Recommendation:

1. Adopt a Resolution Approving a sole source Construction Agreement with Dave Bang Associates, Inc., for the procurement of replacement parts, demolition, and installation of equipment damaged of $215,750.32; and
2. Adopt a Resolution authorizing a Class1 (Existing Facilities) and Class 2 (Replacement or Reconstruction) exemption under the California

Environmental Quality Act, which states that projects are exempt when they involve the replacement of features with the same purpose and capacity as before, and for repair of existing facilities (Report by Joseph Hebert)

D-4 Contract Award for Janitorial Services to One Main Janitorial, Inc.

Recommendation: Adopt a Resolution Approving Award of Agreement with One Main Janitorial, Inc., to Provide Professional Janitorial Services for City Facilities (Report by Ismael Hernandez)

E. ADMINISTRATIVE REPORTS: None

F. FUTURE AGENDA ITEMS:

This portion of the meeting is reserved (i) to initiate new matters and to request updates, and (ii) and to initiate new agenda items. No single item may exceed one minute. All votes shall be conducted electronically, with the results announced by the Chair. If voting is not available by electronic methods, another method may be used by the Chair unless otherwise determined by a majority of the Councilmembers present. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. COUNCILMEMBER COMMUNICATIONS (REPORTS/ANNOUNCEMENTS):

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, and (ii) to make announcements.

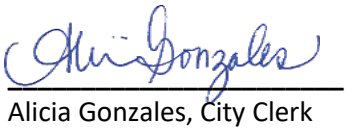
H. CLOSED SESSION: None

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.
- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.

- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- 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 October 30, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 8:30 p.m. on October 24, 2024.



Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P. E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: A-1

SUBJECT:

Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 1 and Zone of Benefit 51 to the City of Madera Landscape Maintenance District (LMD) Zone for Fiscal Year 2024/25

RECOMMENDATION:

Adopt Resolutions Approving Annexation of Certain Properties to Citywide Lighting and Landscaping Assessment Districts:

1. Adopt a Resolution Approving Annexation No. 2024-08 for annexation of APN 013-050-006 (Full Throttle Suspension); and APN 013-050-011 (Specialty Crop); into Zone of Benefit 1; Confirming the Diagram and Assessment for LMD Zone of Benefit 1 for Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

2. Adopt a Resolution Approving Annexation No. 2024-09 for annexation of APN 006-390-033 (In-N-Out); APN(s) 013-200-012 and 013-200-013 (California Custom Processing); APN 013-200-005 (Amon World Phase I); APN 013-200-004 (Amon World Phase II); APN 003-250-028 (Fast Track Car Wash); and APN 013-210-009 (Fresno Madera Farm Credit) into Zone of Benefit 51; Confirming the Diagram and Assessment for LMD Zone of Benefit 51 for Fiscal Year (FY) 2024/25; 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 various properties into the City's LMD. Properties are set forth in two resolutions: (1) for Annexation 2024-08 for annexation to Zone of Benefit 1 and (2) for Annexation 2024-09 for annexations to Zone of Benefit 51. The annexations relate to the following projects:

- Full Throttle Suspension: On February 19, 2019, the City approved Conditional Use Permits 2019-03 & 2019-04, and Site Plan Review 2019-05. Applicable Zone of Benefit - 1
- Specialty Crop: On June 21, 2021, the City approved Site Plan Review 2021-08. Applicable Zone of Benefit - 1
- In-N-Out: On April 12, 2022, the City approved Conditional Use Permit 2021-19 and Site Plan Review 2021-39. Applicable Zone of Benefit - 51
- California Custom Processing: On February 15, 2021, the City approved Site Plan Review 2023-21. Applicable Zone of Benefit – 51
- Amond World Phase I: On March 8, 2022, the City approved Site Plan Review 2021-41 and Mitigated Negative Declaration 2021-61. Applicable Zone of Benefit - 51
- Amond World Phase II: On November 30, 2021, the City approved Site Plan Review 2022-26. Applicable Zone of Benefit – 51
- Fast Track Car Wash: On June 8, 2021, the City approved Conditional Use Permit 2020-12 Site Plan Review 2020-15. Applicable Zone of Benefit – 51
- Fresno Madera Farm Credit: On February 19, 2021, the City approved Site Plan Review 2021-05. Applicable Zone of Benefit – 51

DISCUSSION:

In June of 1991, the City formed the LMD which allowed for individual LMD zones of benefit to be formed for the purposes of levying assessments against new development for the maintenance of shared landscaped areas including median islands, certain park strips, frontage road median islands and certain landscaped outlots. 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.

LMD Zone 1 is responsible for maintenance of certain landscaped areas in the City located near the Airport Business park, and is generally bound by Avenue 17, Aviation Drive, and Condor Road. LMD Zone 51 is the citywide area responsible for the maintenance of landscaped areas at various locations across the city. Project locations can be found in the Zone Location Map included in Attachment 1.

At the August 21, 2024, City Council meeting, staff began the annexation process by presenting annexation consent and protest waivers for each property included in this staff report, and set tonight, October 30, 2024, as the date for a public meeting. A public notice, as required by the Landscape & Lighting Act, was subsequently published in the Madera Tribune.

City staff requests City Council (Council) accept the covenants for each of the subject properties attached to each resolution which have been signed and notarized by the respective property owners.

FINANCIAL IMPACT:

Properties 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 in a timely manner. The amount of each assessment is shown in table 1 below.

Table 1: *Assessment Amounts*

Property Name	Zone of Benefit	Assessor's Parcel #	Annual Assessment per Parcel
Full Throttle Suspension	1	013-050-006	$325.00
Specialty Crop	1	013-050-011	$50.00
In-N-Out	51	006-390-033	$90.42
California Custom Processing	51	013-200-012	$188.44
California Custom Processing	51	013-200-013	$96.35
Amon World Phase I	51	013-200-005	$928.61
Amon World Phase II	51	013-200-004	$917.31
Fast Track Car Wash	51	003-250-028	$72.42
Fresno Madera Farm Credit	51	013-210-009	$76.23

ALTERNATIVES:

If Council does not accept the annexation of the parcels into the existing LMD zone, the goal of spreading costs to as many eligible parcels as possible will be negatively impacted in that some parcel will continue to absorb a larger cost of maintenance than others that may not participate in the sharing the cost.

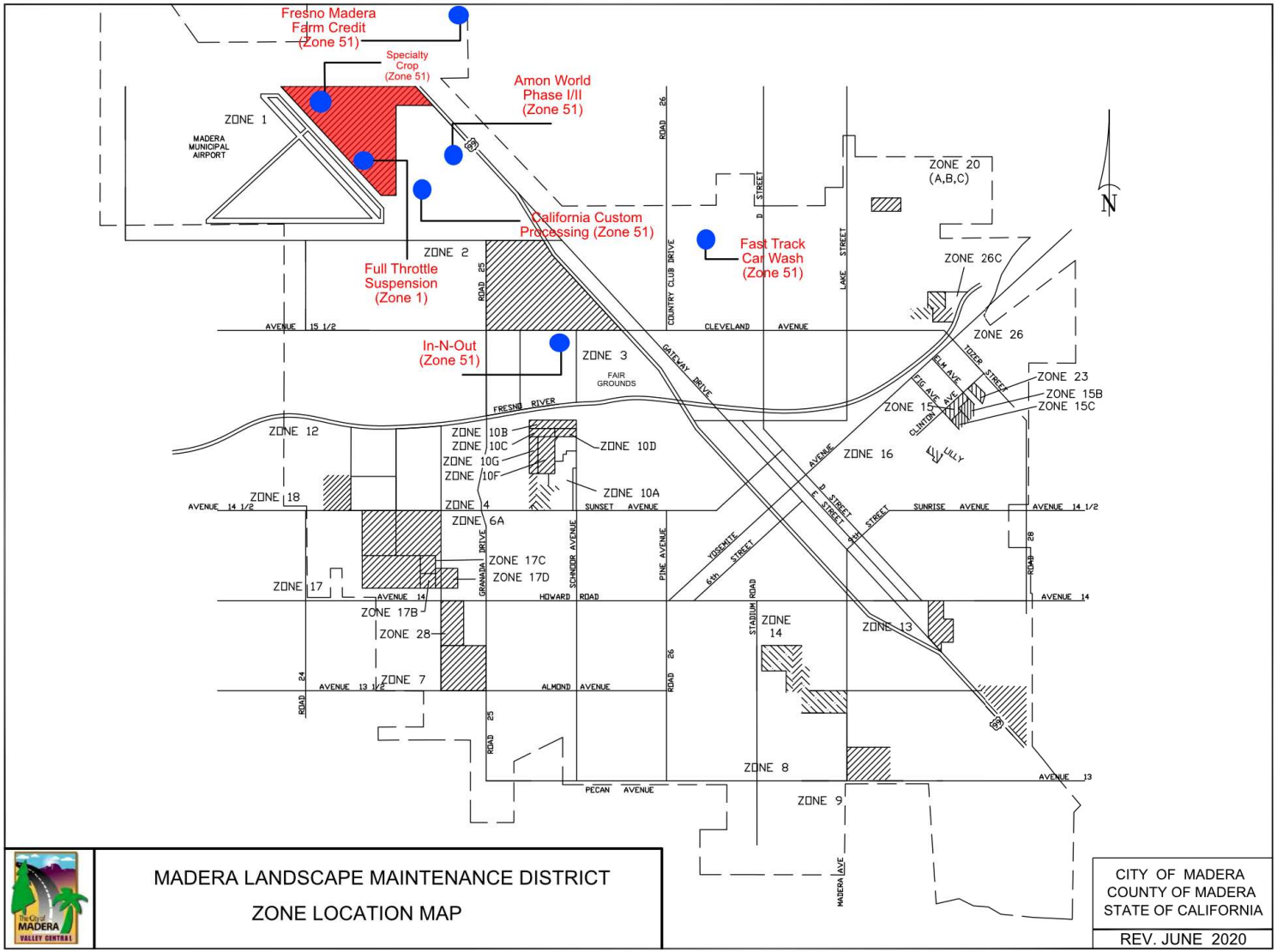
ATTACHMENTS:

1. Zone Location Map
2. Resolution – Confirmation of the Diagram and Assessments for Zone 1
   - Exhibit A – Legal Descriptions
   - Exhibit B – Assessment Diagrams
   - Exhibit C – Assessment Amounts
   - Exhibit D – Covenant, Full Throttle Suspension
   - Exhibit E - Covenant, Specialty Crop
3. Resolution – Confirmation of the Diagram and Assessments for Zone 51
   - Exhibit A – Legal Descriptions
   - Exhibit B – Assessment Diagrams
   - Exhibit C – Assessment Amounts
   - Exhibit D – Covenant, In-N-Out
   - Exhibit E – Covenant, California Custom Processing

Exhibit F – Covenant, Amon World Phase I
Exhibit G – Covenant, Amon World Phase II
Exhibit H – Covenant, Fast Track Car Wash
Exhibit I – Covenant, Madera Farm Credit

Attachment 1

Zone Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JUNE 2020

Attachment 2

Resolution Approving Annexation, Confirmation of the Diagram, and Assessments for Zone of Benefit 1

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2024-08 FOR ANNEXATION OF APN: 013-050-006 (FULL THROTTLE SUSPENSION), AND APN: 013-050-011 (SPECIALTY CROP) INTO ZONE OF BENEFIT 1; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 1 FOR FISCAL YEAR (FY) 2024/25; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (LMD) 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 recommended assessments for FY 2024/25 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 1 of said District consisting Full Throttle Suspension and Specialty Crop, as described in Exhibit "A" attached hereto and incorporated herein by reference, have 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 Resolution of Intention set the public hearing on the annual assessments for October 30, 2024, at 6:00 p. m. in the City Council Chambers of the City of Madera; and

WHEREAS, on October 30, 2024, 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 owners have 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 owners agree 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 amounted 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 of Madera Landscape Maintenance District as Zone of Benefit 1 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 2024/25 for the same, as identified in Exhibits "A," "B" and "C", which are all attached to this resolution.

4. The City Council accepts the Covenants for Landscape Maintenance District Zone of Benefit 1 attached to this resolution as Exhibits "D" through "E" 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 any clerical corrections to this resolution and related documents.

7. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

Exhibit A

Legal Descriptions

Legal Description – Full Throttle Suspension

For APN/Parcel ID(s): 013-050-006

PARCEL B OF PARCEL MAP NO. 07-P-04, IN THE CITY OF MADERA, COUNTY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED JUNE 19, 2007, IN BOOK 57, PAGES 40 AND 41 OF PARCEL MAPS, MADERA COUNTY RECORDS.

Legal Description – Specialty Crop

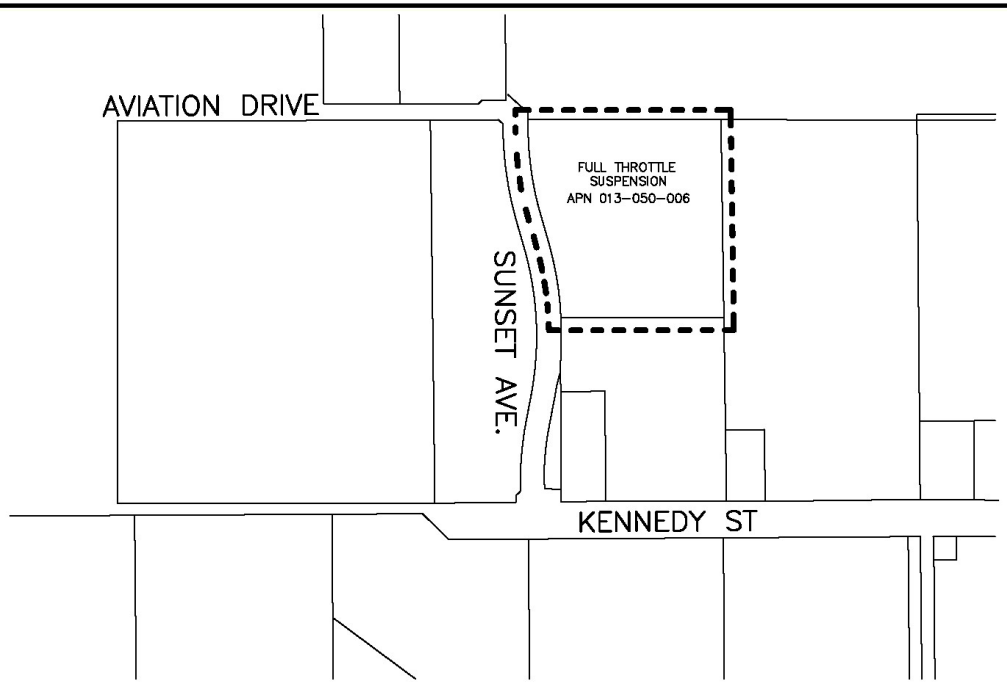
For APN/Parcel ID(s): 013-050-011-000

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

PARCEL 5 OF PARCEL MAP NO. 12-P-04, RECORDED NOVEMBER 08, 2012, IN BOOK 60, PAGES 128 AND 129 OF MAPS, MADERA COUNTY RECORDS.

Exhibit B

Assessment Diagrams – Zone 1



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL NUMBER

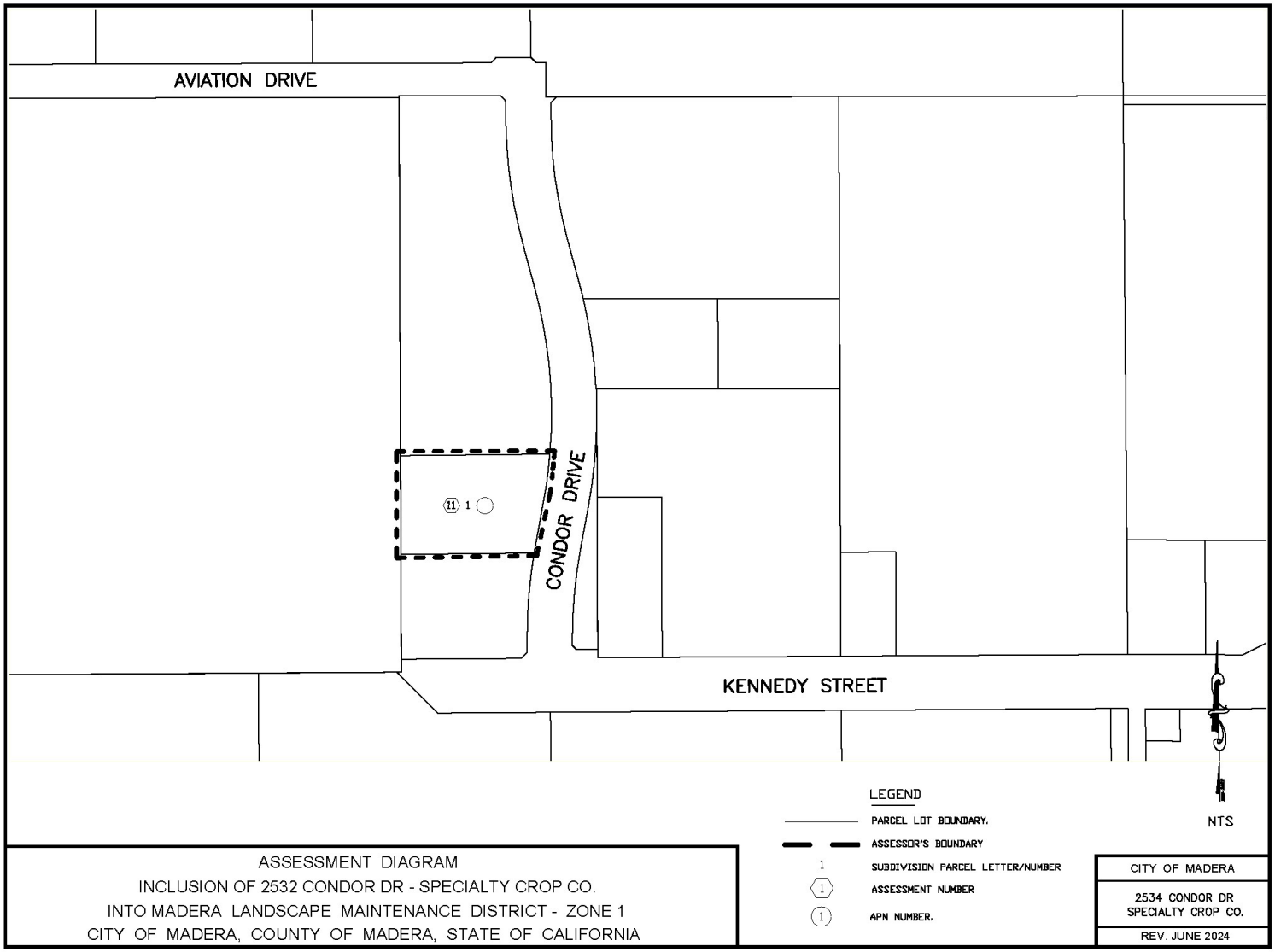
NTS

ASSESSMENT DIAGRAM
INCLUSION OF FULL THROTTLE SUSPENSION
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

FULL THROTTLE SUSPENSION

REV. JULY 2022



ASSESSMENT DIAGRAM
INCLUSION OF 2532 CONDOR DR - SPECIALTY CROP CO.
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
2534 CONDOR DR
SPECIALTY CROP CO.
REV. JUNE 2024

Exhibit C

Assessment Amounts – Zone 1

Assessor's Parcel #	Assessment per Parcel
013-050-006	$325.00
013-050-011	$50.00

Exhibit D

Landscape Maintenance Covenant for Full Throttle Suspension

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 013-050-006

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 1"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and FTS Enterprises Inc, a California Corporation ("Covenantor") located at Southeast corner of the intersection of Aviation Drive and Condor Drive, 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" and more particularly described as:

> PARCEL B OF PARCEL MAP NO. 07-P-04, IN THE CITY OF MADERA, COUNTY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED JUNE 19, 2007, IN BOOK 57, PAGES 40 AND 41 OF PARCEL MAPS, MADERA COUNTY RECORDS.
>
> APN: 013-050-006

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #1 ("District No. 1") to levy and collect assessments to cover the cost of maintaining all common landscaping within the LLMD No. 1 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 1 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or irrigation systems. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 1. Said condition is set forth in the Planning Department Conditions of Approval, approved by the City of Madera Planning Commission on February 19, 2019, as Condition No. 40 (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 as set forth in the Conditions of Approval.

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 final occupancy, Covenantor will annex the property to LLMD No. 1 to be levied and assessments collected to cover the cost of maintaining all common landscaping and other items within the LLMD No. 1 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 1 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or 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. 1.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 1 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. 1, 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:

FTS Enterprises Inc
A California Corporation

By: _____
Frank Bertao
Owner

By: _____
Joseph Bertao
Owner

(*Covenantor Signature Requires Notary Acknowledgement*)

Exhibit E

Landscape Maintenance Covenant for Specialty Crop

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 013-050-011

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 1"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and **Kevin Herman and Diane Herman, Trustees of the Herman 2008 Revocable Trust** ("Covenantor") located at Falcon Drive, just North of Avenue 16, 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" and more particularly described as:

For APN/Parcel ID(s): 013-050-011-000

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

PARCEL 5 OF PARCEL MAP NO. 12-P-04, RECORDED NOVEMBER 08, 2012, IN BOOK 60, PAGES 128 AND 129 OF MAPS, MADERA COUNTY RECORDS.

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #1 ("District No. 1") to levy and collect assessments to cover the cost of maintaining all common landscaping within the LLMD No. 1 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 1 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 1. Said condition is set forth in the Planning Department Conditions of Approval, approved by the City of Madera Planning department on June 21,2021 as Condition No. 48 (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 as set forth in the Conditions of Approval.

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 final occupancy, Covenantor will annex the property to LLMD No. 1 to be levied and assessments collected to cover the cost of maintaining all common landscaping and other items within the LLMD No. 1 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 1 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or common landscaping

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. 1.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 1 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. 1, 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:

Kevin Herman and Diane Herman, Trustees of the Herman 2008 Revocable Trust

By: _____
Kevin Herman
Trustee

By: _____
Diane Herman
Trustee

(*Covenantor Signature Requires Notary Acknowledgement*)

Attachment 3

Resolution Approving Annexation, Confirmation of the Diagram and Assessments for Zone of Benefit 51

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2024-09 FOR ANNEXATION OF APN 006-390-033 (IN-N-OUT); APN 013-200-012 AND APN 013-200-013 (CALIFORNIA CUSTOM PROCESSING); APN 013-200-005 (AMON WORLD PHASE I) ; APN 013-200-004 (AMON WORLD PHASE 2); APN 003-250-028 (FAST TRACK CAR WASH); AND APN 013-210-009 (FRESNO MADERA FARM CREDIT) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2024/25; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (LMD) 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 recommended assessments for FY 2024/25 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 51 of said District consisting of In-N-Out, California Custom Processing, Amon World Phase I, Amon World Phase II, Fast Track Car Wash, and Madera Farm Credit, as described in Exhibit "A" attached hereto and incorporated herein by reference, have 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 Resolution of Intention set the public hearing on the annual assessments for October 30, 2024, at 6:00 p. m. in the City Council Chambers of the City of Madera; and

WHEREAS, on October 30, 2024, 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 owners have 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 owners agree 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 amounted 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 of Madera Landscape Maintenance District as Zone of Benefit 51 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 2024/25 for the same, as identified in Exhibits "A," "B" and "C", which are all attached to this resolution.

4. The City Council accepts the Covenants for Landscape Maintenance District Zone of Benefit 51 attached to this resolution as Exhibits "D" through "I" 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 any clerical corrections to this resolution and related documents.

7. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

Exhibit A

Legal Descriptions

Legal Description – In-N-Out

For APN/Parcel ID(s): 006-390-033

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

THE COMMONS AT MADERA FAIR – MADERA COUNTY FAIRGROUNDS

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°23'19" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, AS SAID NORTH LINE IS SHOWN ON PARCEL MAP NO. 04–P–01, RECORDED IN BOOK 52 OF MAPS AT PAGE 102, MADERA COUNTY RECORDS, A DISTANCE OF 1326.58 FEET; THENCE SOUTH 00°36'41" WEST A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°23'19" EAST, PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 227.41 FEET; THENCE SOUTH 00°22'56" WEST A DISTANCE OF 260.59 FEET; THENCE NORTH 89°37'04" WEST A DISTANCE OF 242.00 FEET; THENCE NORTH 00°22'56" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 251.56 FEET; THENCE SOUTH 89°23'19" EAST, PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 4.60 FEET; THENCE NORTH 45°29'49" EAST A DISTANCE OF 14.11 FEET; TO THE TRUE POINT OF BEGINNING.

SAID PARCEL IS ALSO DESCRIBED AS LOT 5 OF SUBDIVISION MAP NO. 07–S–02 THE COMMONS AT THE MADERA FAIR, RECORDED JANUARY 08, 2008 IN BOOK 57, OF MAPS, PAGE 138.

Legal Description – California Custom Processing

For APN/Parcel ID(s): 013-200-012 & 013-200-013

Parcel 1
Adjusted Parcel A of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016 as Document No. 2016014213, Official Records Madera County.

Parcel 2
Adjusted Parcel B of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014213, Official Records Madera County.

Parcel 3
Adjusted Parcel C of lot line Adjustment No. 2019-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014212, Official Records Madera County

Proposed Parcel
Parcel A
Adjusted Parcel A of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014213, Official Records Madera County.

Adjusted Parcel B of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014213, Official Records Madera County.

Adjusted Parcel C of lot line Adjustment No. 2019-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014212, Official Records Madera County

Legal Description – Amon World Phase I

For APN/Parcel ID(s): 013-200-005

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

THE WEST 1277.82 FEET OF THE NORTH 511.36 FEET OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Legal Description – Amon World Phase II

For APN/Parcel ID(s): 013-200-004

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

A PORTION OF NORTH 511 .36 FEET OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF LYING WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY. EXCEPTING THEREFROM THE WEST 1277.82 FEET OF THE NORTH 511.36 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 1, 1971, IN BOOK 1107, PAGE 419, MADERA COUNTY RECORDS.

Legal Description – Fast Track Car Wash

For APN/Parcel ID(s): 003-250-028

PARCEL B OF PARCEL MAP NO. 07-P-04, IN THE CITY OF MADERA, COUNTY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED JUNE 19, 2007, IN BOOK 57, PAGES 40 AND 41 OF PARCEL MAPS, MADERA COUNTY RECORDS.

Legal Description – Fresno Madera Farm Credit

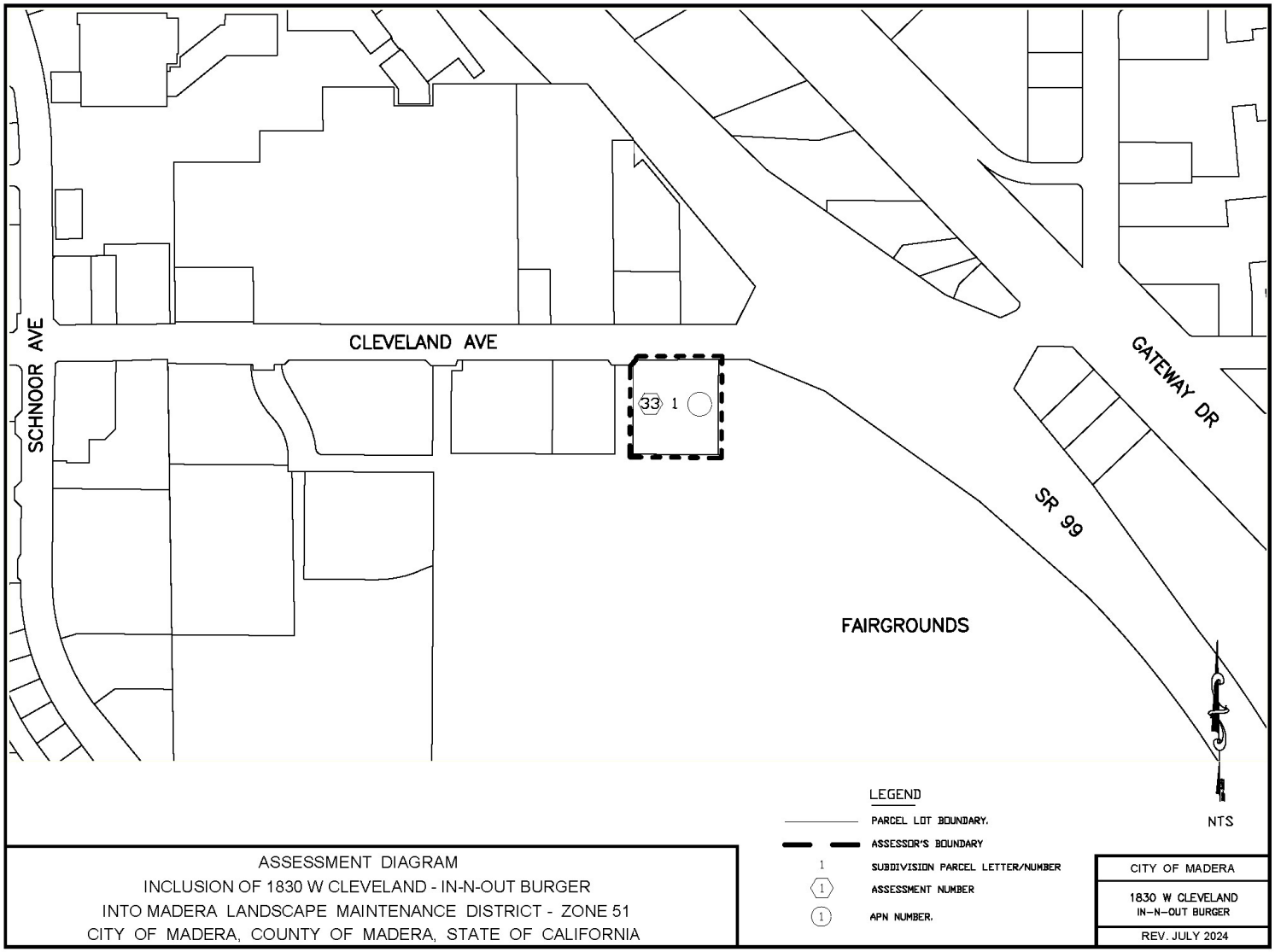
For APN/Parcel ID(s): 013-210-009

All that certain property lying within Lots 96 and 97 of Miller and Lux's Subdivision of Lands, Madera County, California according to the Map thereof filed record in the Office of the County

Recorder of Fresno County, California, on February 2, 1895, in Book 1 of Maps, at Page 11, described as follows;
Beginning at a point on the north line of the south 17 4.19 feet of above said Lot 97 and the east right-of-way line of Country Club Drive, a 100 foot wide Road; thence along said north line South 89°46'26" East 130.42 feet to the west line of above said Lot 96; thence continuing on the north line of the south 17 4.19 feet of Lot 96 South 89° 46'26" East 170.97 feet; thence South 00°03'50" East, 174.19 feet to the south line of Lot 96; thence along the south line of Lots 96 and 97 North 89°46'26" West, a distance of 301.55 feet to said east right-of-way line of Country Club Drive; thence North 00°00'46" West 174.19 feet to the point of beginning.
Containing 52,548 square feet, more or less and subject to all easement and rights of way of record, of any.

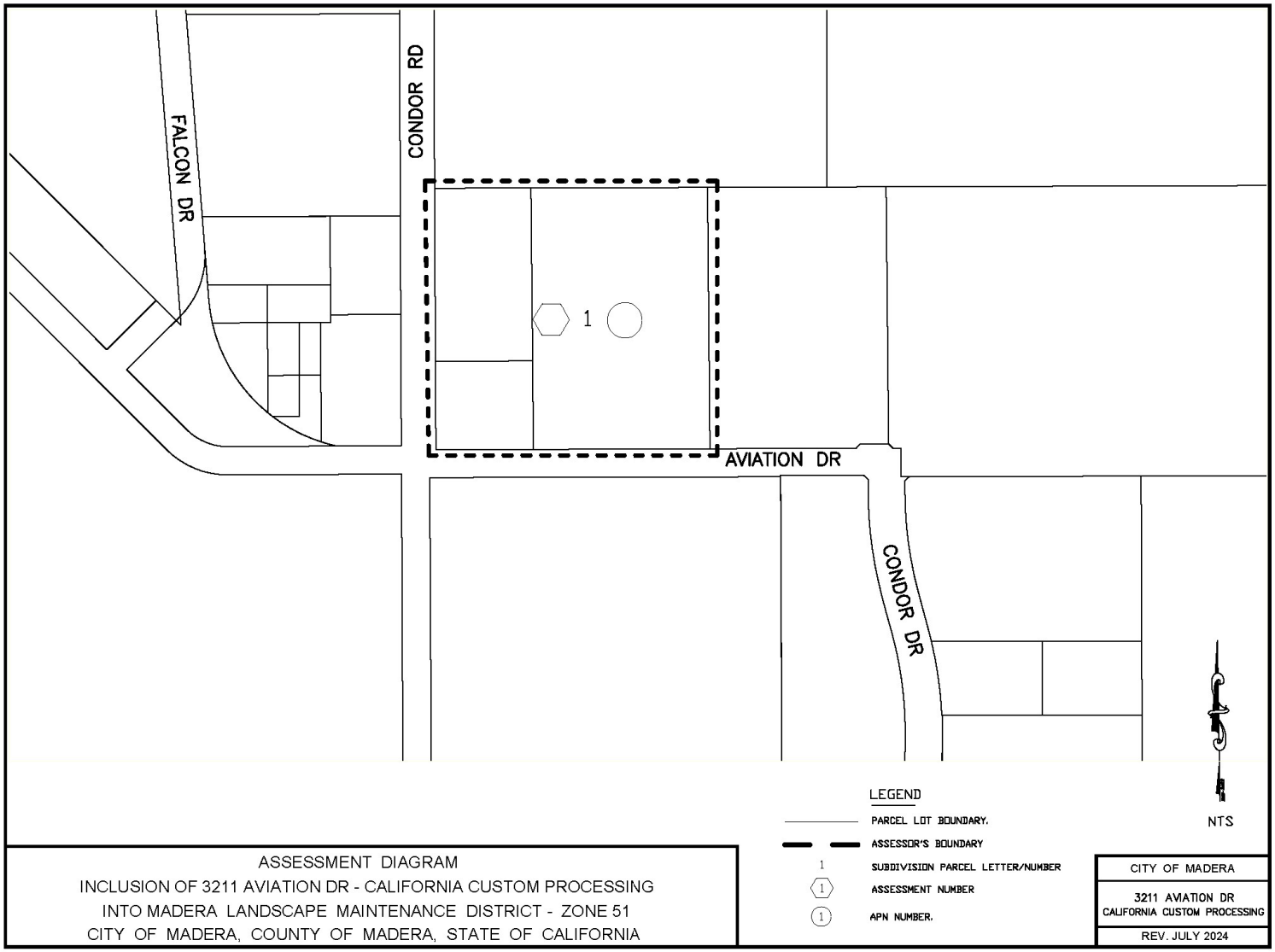
Exhibit B

Assessment Diagrams – Zone 51



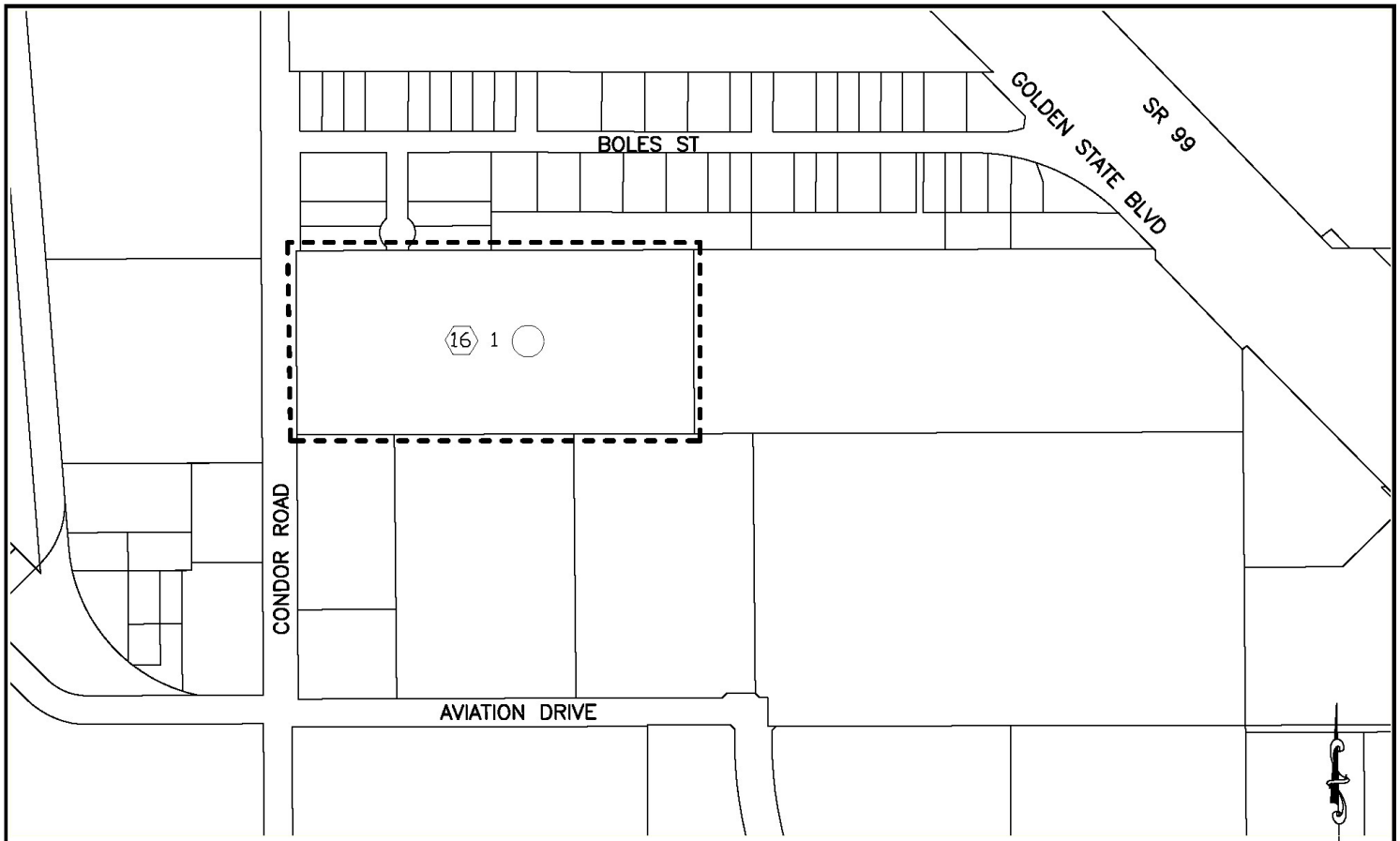
ASSESSMENT DIAGRAM
INCLUSION OF 1830 W CLEVELAND - IN-N-OUT BURGER
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
1830 W CLEVELAND
IN-N-OUT BURGER
REV. JULY 2024



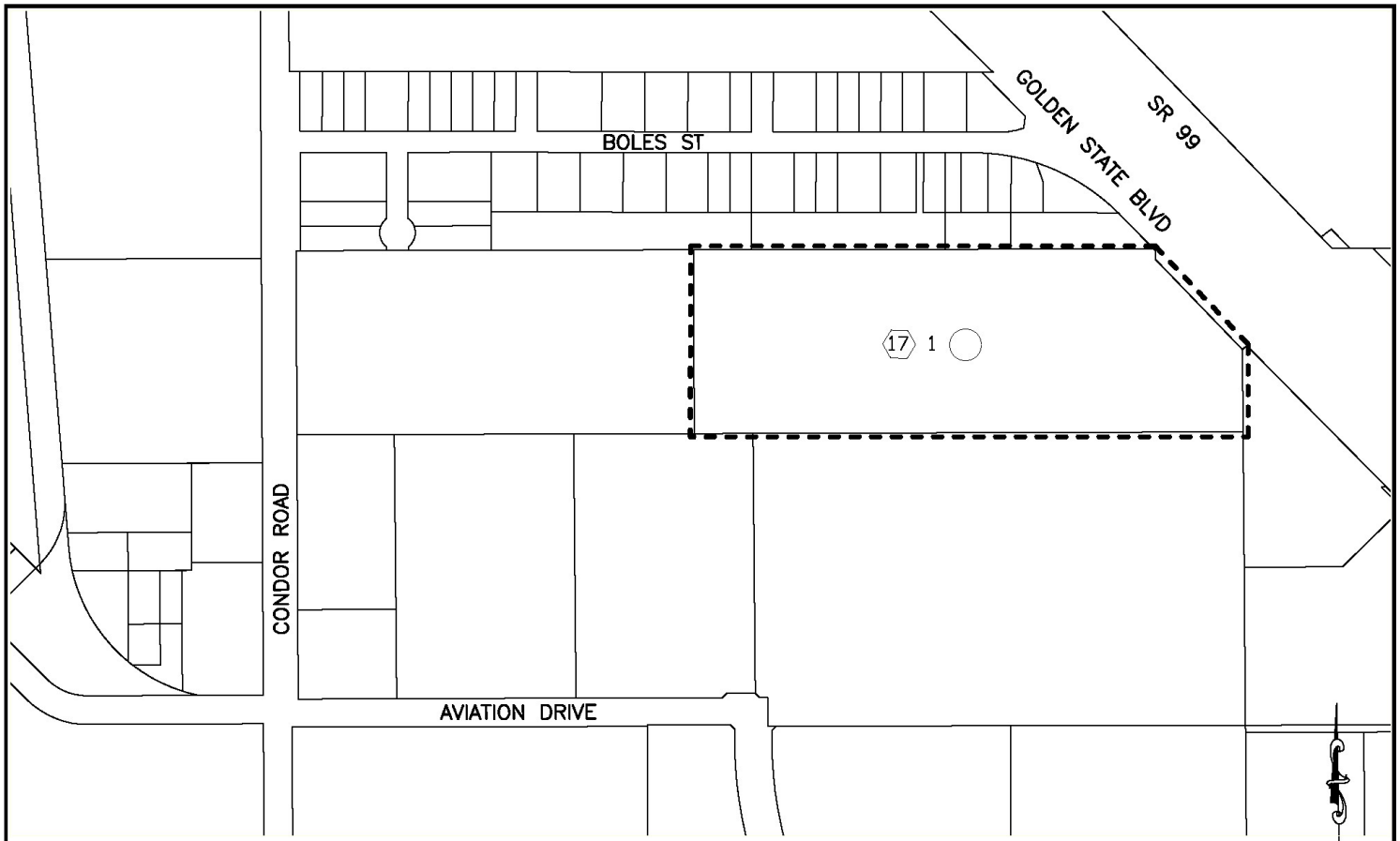
ASSESSMENT DIAGRAM
INCLUSION OF 3211 AVIATION DR - CALIFORNIA CUSTOM PROCESSING
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
3211 AVIATION DR
CALIFORNIA CUSTOM PROCESSING
REV. JULY 2024



ASSESSMENT DIAGRAM
INCLUSION OF 2647 CONDOR ROAD - AMOND WORLD PHASE I
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
2647 CONDOR ROAD
AMOND WORLD PHASE I
REV. JULY 2024

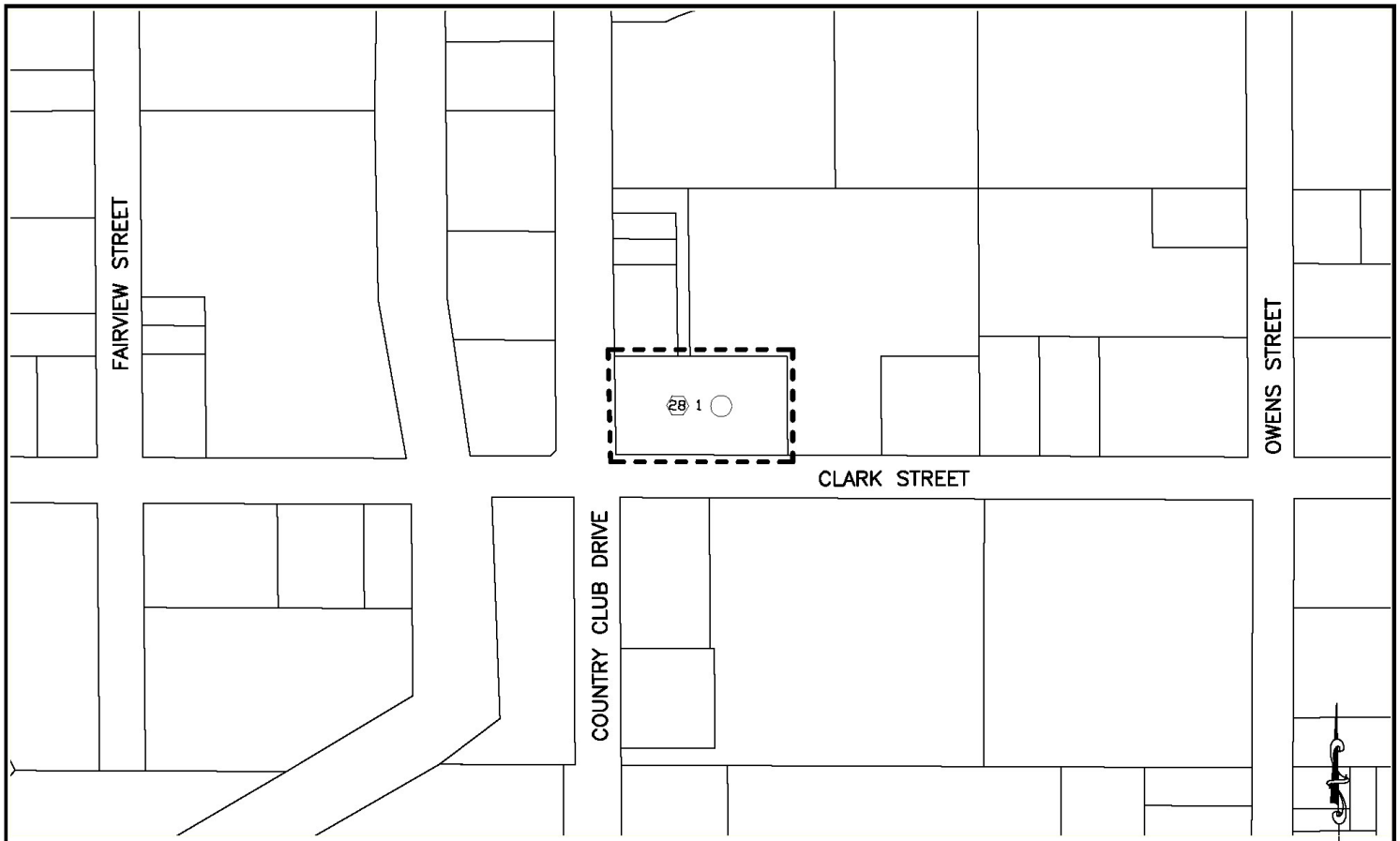


ASSESSMENT DIAGRAM
INCLUSION OF 2647 CONDOR ROAD - AMOND WORLD PHASE II
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

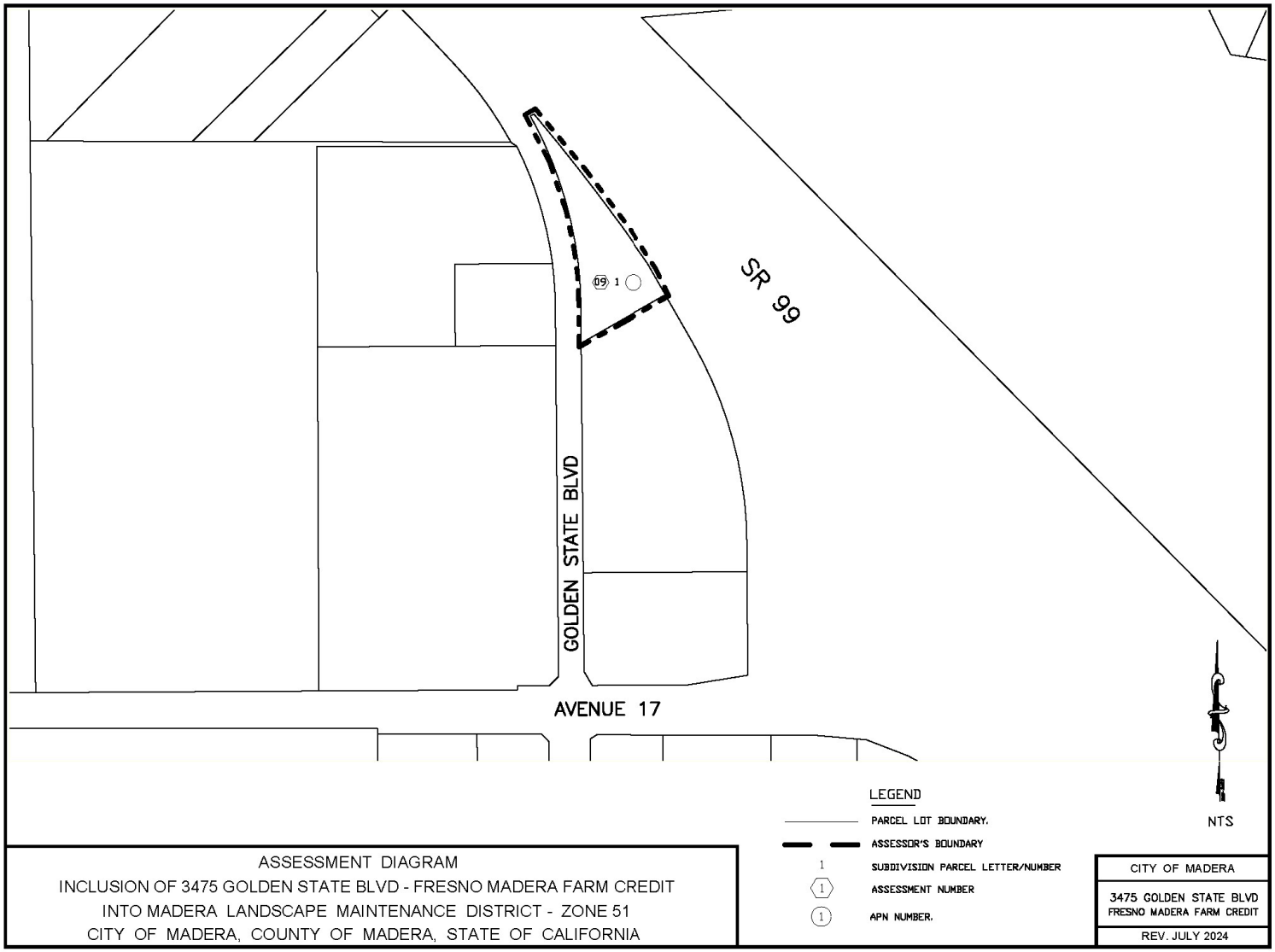
2647 CONDOR ROAD
AMOND WORLD PHASE II

REV. JULY 2024



ASSESSMENT DIAGRAM
INCLUSION OF 439 CLARK STREET - FAST TRACK CAR WASH
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
439 CLARK STREET
FAST TRACK CAR WASH
REV. JULY 2024



ASSESSMENT DIAGRAM
INCLUSION OF 3475 GOLDEN STATE BLVD - FRESNO MADERA FARM CREDIT
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
3475 GOLDEN STATE BLVD
FRESNO MADERA FARM CREDIT
REV. JULY 2024

Exhibit C

Assessment Amounts – Zone 51

Property	Assessor's Parcel #	Assessment per Parcel
In-N-Out	006-390-033	$90.42
California Custom Processing	013-200-012	$188.44
California Custom Processing	013-200-013	$96.35
Amon World Phase I	013-200-005	$928.61
Amon World Phase II	013-200-004	$917.31
Fast Track Car Wash	003-250-028	$72.42
Fresno Madera Farm Credit	013-210-009	$76.23

Exhibit D

Landscape Maintenance Covenant for In-N-Out

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 006-390-033

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 51"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and Newman Development Group of Madera, LLC, a California Limited Liability Corporation ("Covenantor") located at 1830 W. Cleveland Ave, Madera, CA 93637, 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" and more particularly described as:

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

THE COMMONS AT MADERA FAIR – MADERA COUNTY FAIRGROUNDS

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°23'19" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, AS SAID NORTH LINE IS SHOWN ON PARCEL MAP NO. 04–P–01, RECORDED IN BOOK 52 OF MAPS AT PAGE 102, MADERA COUNTY RECORDS, A DISTANCE OF 1326.58 FEET; THENCE SOUTH 00°36'41" WEST A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°23'19" EAST, PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 227.41 FEET; THENCE SOUTH 00°22'56" WEST A DISTANCE OF 260.59 FEET; THENCE NORTH 89°37'04" WEST A DISTANCE OF 242.00 FEET; THENCE NORTH 00°22'56" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 251.56 FEET; THENCE SOUTH 89°23'19" EAST, PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 4.60 FEET; THENCE NORTH 45°29'49" EAST A DISTANCE OF 14.11 FEET; TO THE TRUE POINT OF BEGINNING.

SAID PARCEL IS ALSO DESCRIBED AS LOT 5 OF SUBDIVISION MAP NO. 07–S–02 THE COMMONS AT THE MADERA FAIR, RECORDED JANUARY 08, 2008 IN BOOK 57, OF MAPS, PAGE 138.

FOR CONVEYANCING PURPOSES ONLY: APN 006–390–033

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #51 ("District No. 51") to levy and collect assessments to cover the cost of maintaining all shared landscaping within the LLMD No. 51 public right-of-way, and to cover the cost of

maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, amenities, such as maintaining streetlights, landscaping, and irrigation system. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 51. Said condition is set forth in the Planning Department Conditions of Approval, approved by the City of Madera Planning Commission on April 12, 2022, as Condition No. 71 (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 as set forth in the Conditions of Approval.

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, Covenantor will annex the property to LMD No. 51 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LMD No. 51 public right-of-way or easements, including, but not limited to, maintenance of shared landscaping, maintaining masonry walls, storm water holding ponds, and roundabouts.

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. 51.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 51 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. 51, 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:

Newman Development Group of Madera, LLC
A California Limited Liability Corporation

By: _____
Marc Newman
Member

(*Covenantor Signature Requires Notary Acknowledgement*)

Exhibit E

Landscape Maintenance Covenant for California Custom Processing

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 013-200-012 & 013-200-013

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 51"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and California Custom Processing, LLC, a California Limited Liability Company ("Covenantor") located at 3211 Aviation Drive, Madera, CA 93637, 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" and more particularly described as:

Existing Parcels

Parcel 1
Adjusted Parcel A of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014213, Official Records Madera County.

Parcel 2
Adjusted Parcel B of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014213, Official Records Madera County.

Parcel 3
Adjusted Parcel C of lot line Adjustment No. 2019-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014212, Official Records Madera County

Proposed Parcel

Parcel A
Adjusted Parcel A of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014213, Official Records Madera County.

Adjusted Parcel B of lot line Adjustment No. 2016-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014213, Official Records Madera County.

Adjusted Parcel C of lot line Adjustment No. 2019-01, perfected by the deed recorded on June 17, 2016, as Document No. 2016014212, Official Records Madera County

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #51 ("District No. 51") to levy and collect assessments to cover the cost of maintaining all common landscaping within the LLMD No. 51 public right-of-way, and to cover the cost of

maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or irrigation systems. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 51. Said condition is set forth in the Planning Department Conditions of Approval as Condition No. 71 (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 as set forth in the Conditions of Approval.

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 final occupancy, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining all common landscaping and other items within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or 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. 51.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 51 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. 51, 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:

California Custom Processing, LLC
A California Limited Liability Company

By: _____
George Leighton Allen
Owner

(*Covenantor Signature Requires Notary Acknowledgement*)

Exhibit F

Landscape Maintenance Covenant for Amon World Phase I

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 013-200-005

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 51"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and **ORIGO COLD MADERA PHASE I LLC, a California Limited Liability Corporation** ("Covenantor") located at 2647 Condor Road, Madera, CA 93637, 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" and more particularly described as:

For APN/Parcel ID(s): 013-200-005-000

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

THE WEST 1277.82 FEET OF THE NORTH 511.36 FEET OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #51 ("District No. 51") to levy and collect assessments to cover the cost of maintaining all common landscaping within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or irrigation systems. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 51. Said condition is set forth in the Planning Department Conditions of Approval, approved by the City of Madera Planning Commission on March 8, 2022, as Condition No. 88 (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 as set forth in the Conditions of Approval.

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 final occupancy, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining all common landscaping and other items within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or 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. 51.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 51 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. 51, 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:

Origo Cold Madera Phase I LLC
A California Limited Liability Corporation

By: _____
Adam Hayner
President

(*Covenantor Signature Requires Notary Acknowledgement*)

Exhibit G

Landscape Maintenance Covenant for Amon World Phase II

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 013-200-004

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 51"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and **ORIGO COLD MADERA PHASE II LLC, a California Limited Liability Corporation** ("Covenantor") located at 2649 Condor Road, Madera, CA 93637, 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" and more particularly described as:

For APN/Parcel ID(s): 013-200-004-000

_____

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

A PORTION OF NORTH 511 .36 FEET OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF LYING WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY. EXCEPTING THEREFROM THE WEST 1277.82 FEET OF THE NORTH 511.36 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 1, 1971, IN BOOK 1107, PAGE 419, MADERA COUNTY RECORDS.

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #51 ("District No. 51") to levy and collect assessments to cover the cost of maintaining all common landscaping within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or irrigation systems. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 51. Said condition is set forth in the Planning Department

Conditions of Approval, approved by the City of Madera Planning Commission on March 8, 2022, as Condition No. 88 (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 as set forth in the Conditions of Approval.

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 final occupancy, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining all common landscaping and other items within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or 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. 51.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 51 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. 51, 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:

Origo Cold Madera Phase II LLC
A California Limited Liability Corporation

By: _____
Adam Hayner
President

(*Covenantor Signature Requires Notary Acknowledgement*)

Exhibit H

Landscape Maintenance Covenant for Fast Track Car Wash

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 003-250-028

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 51"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and **Fast Track Car Wash, LLC**, a California Limited Liability Company ("Covenantor") located at 439 W. Clark Street 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" and more particularly described as:

APN 003-250-028 - All that certain property lying within Lots 96 and 97 of Miller and Lux's Subdivision of Lands, Madera County, California according to the Map thereof filed record in the Office of the County Recorder of Fresno County, California, on February 2, 1895, in Book 1 of Maps, at Page 11, described as follows;

Beginning at a point on the north line of the south 17 4.19 feet of above said Lot 97 and the east right-of-way line of Country Club Drive, a 100 foot wide Road; thence along said north line South 89°46'26" East 130.42 feet to the west line of above said Lot 96; thence continuing on the north line of the south 17 4.19 feet of Lot 96 South 89° 46'26" East 170.97 feet; thence South 00°03'50" East, 174.19 feet to the south line of Lot 96; thence along the south line of Lots 96 and 97 North 89°46'26" West, a distance of 301.55 feet to said east right-of-way line of Country Club Drive; thence North 00°00'46" West 174.19 feet to the point of beginning.

Containing 52,548 square feet, more or less and subject to all easement and rights of way of record, of any.

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #51 ("District No. 51") to levy and collect assessments to cover the cost of maintaining all common landscaping within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or irrigation systems. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 51. Said condition is set forth in the Planning Department Conditions of Approval, approved by the City of Madera Planning Commission on June 8, 2021, as Condition No. 89 (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 as set forth in the Conditions of Approval.

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 final occupancy, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining all common landscaping and other items within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or 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. 51.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 51 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. 51, 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:

Fast Track Car Wash, LLC, a California Limited Liability Company

By: _____
Frank Madruga
CEO

(*Covenantor Signature Requires Notary Acknowledgement*)

Exhibit I

Landscape Maintenance Covenant for Fresno Madera Farm Credit

WHEN RECORDED MAIL TO:

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

NO FEE - Government Code 6103 & 27383

APN: 013-210-009

COVENANT REGARDING LAND DEVELOPMENT FOR THE "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 51"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and **FRESNO-MADERA Federal LAND BANK, FLCA**, a California Federal Land Credit Association ("Covenantor") located at 3475 Golden State Blvd, Madera, CA 93637, 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" and more particularly described as:

ADJUSTED PARCEL A

A portion of the Southwest quarter of Section 3, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the city of Madera, County of Madera, State of California, according to the United States Government Township Plat, together with a portion of Parcel "B" of Lot Line Adjustment 2008-01 as described in Grant Deed recorded May 6, 2008, as Instrument No. 2008015238, Official Records of Madera County, all together described as follows:

COMMENCING at the Southwest corner of said Parcel "B"; thence North 00° 30' 30" West, along the West line of said Parcel "B" and along the East right of way line of Golden State Boulevard (60 Feet Wide) described as Parcel 2 in the deed to the State of California recorded April 13, 1970 in Book 1058, page 600, Official Records of Madera County, a distance of 536.75 feet to the TRUE POINT OF BEGINNING; thence North 00° 30' 30" West, continuing along the West line of said Parcel "B" and along the East right of way line of said Golden State Boulevard, a distance of 80.23 feet to the beginning of a tangent curve concave to the West having a radius of 930.00 feet; thence Northerly, continuing along the East right of way line of said Golden State Boulevard, along said curve, through a central angle of 28° 59' 14", an arc distance of 470.51 feet; thence North 60° 01' 45" East, a distance of 9.98 feet, to a point on the Westerly right of way line of State Highway 99, described as Parcel 1 in the deed to the State of California recorded April 13, 1970 in Book 1058, page 600, Official Records of Madera County, said point being a non-tangent curve concave to the Southwest, having a radius of 4876.00 feet, a radial to said point bears North 49° 51' 32" East; thence Southeasterly, along the Westerly right of way line of said State Highway 99 and along said non-tangent curve, through a central angle of 5° 15' 37:, an arc distance of 447.66 feet; thence South 29° 41' 05" East, continuing along the Westerly right of way line of said State Highway 99, and along the Easterly line of said Parcel "B", a distance of 77.07 feet; thence South 60° 18' 56" West, a distance of 228.02 feet to the TRUE POINT OF BEGINNING.
Containing 1.191 Acres more or less.

B. As condition of approval by the City for development, prior to the granting of final occupancy , the Covenantor will annex the property to the Madera Landscaping and Lighting District #51 ("District No. 51") to levy and collect assessments to cover the cost of maintaining all common landscaping within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or irrigation systems. The Covenantor is also required to disclose to all potential lot buyers that the parcel has been annexed into LLMD No. 51. Said condition is set forth in the Planning Department Conditions of Approval, approved by the City of Madera Planning Commission on February 19, 2021, as Condition No. 54 (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 as set forth in the Conditions of Approval.

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 final occupancy, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining common landscaping and other items within the LLMD No. 51 public right-of-way, and to cover

the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, masonry walls, storm water holding ponds, roundabouts, or 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. 51.

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 authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 51 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. 51, 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:

Fresno-Madera Federal Land Bank, FLCA
A California Federal Land Credit Association

By: _____
Keith Hesterberg
CEO

(*Covenantor Signature Requires Notary Acknowledgement*)

Item:	B-1
Minutes for:	10/02/2024
Adopted:	10/30/2024

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

October 2, 2024 **Council Chambers**
6:00 p.m. **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: 873 8756 0010#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Arrived @ 6:04 p.m.)
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5 (Attended via Zoom. Left @ 6:25 p.m.)
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Director of Information Technology Gary Price, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Program Manager (Grants) Xochilt Villaseñor, Administrative Analyst I (Parks Dept.) Gabriela Salazar, Administrative Analyst I (HR) Eric Battles and Communication Specialist Joseph Carrello.

INVOCATION: Jim Garrison, United Methodist Church

PLEDGE OF ALLEGIANCE: Councilmember Villegas

Mayor Garcia announced that a Spanish translator and translation equipment was available for anyone interested in participating that way. None was requested.

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA AMENDED TO MOVE SECTION F TO FOLLOW THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – MAYOR PRO TEM GALLEGOS

COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

PRESENTATIONS:

1. **Proclamation Recognizing Indigenous People Day**
2. **Proclamation Recognizing Breast Cancer Awareness Month**
3. **Proclamation Recognizing Disability Awareness Month**
4. **Proclamation Recognizing Domestic Violence Awareness Month**
5. **4th of July Spectacular Sponsorship Recognition**

Mayor Garcia called for a recess at 6:40 p.m. Meeting resumed at 6:45 p.m.

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.

City Clerk Alicia Gonzales announced that Councilmember Mejia left the meeting at 6:25 p.m. and since there is no Councilmember on Zoom, it is no longer required to take roll call votes.

Vincent Paul Enriquez owner of Pablo Taxi spoke about Gold Taxi violations and his concerns which he stated have not fully been addressed through Code Enforcement and the Police Department. Mr. Enriquez stated he wants these issues resolved before end of year and that he is in the process of suing the Police Department and Claudia Mendoza (Neighborhood Preservation Supervisor). He handed some pictures to the City Clerk.

Lynette Cortes Howden, a resident of Madera expressed disappointment with members of the Council including Mayor Garcia and Councilmember Rodriguez for giving public comment at the SECD Board of Trustees meeting yesterday without being properly informed. She asked that Council, including the Mayor refrain from making public endorsements or statement without proper discussion or directives from their constituents. She is certain Council has enough issues to address that are within the scope of their jurisdiction. Mayor Garcia asked that Ms. Howden provide her contact information to City Clerk Alicia Gonzales.

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

A. PUBLIC HEARINGS: None

B. CONSENT CALENDAR:

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

City Clerk Alicia Gonzales informed Council that Item B-6 has updated recommendations and seeks approval of the recommendations as seen on the staff report.

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE CONSENT CALENDAR WITH THE NEW RECOMMENDATIONS FOR ITEM B-6 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

B-1 Minutes – September 4, 2024, September 18, 2024

Recommendation: Approve the City Council Minutes of September 4, 2024 and September 18, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for September 7, 2024 to September 20, 2024 (Report by Michael Lima)

B-3 Receipt of $352,938.44 to reimburse the City for January 2023 Winter Storm emergency bypass pumping (61 days +)

Recommendation: Adopt a minute order accepting $352,938.44 in Federal and State funds as reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and California Disaster Assistance Act for City-incurred expenses to perform emergency bypass pumping for the period beyond 60 days from the start of the California Severe Winter Storms, Flooding, Landslides, and Mudslides Event (Report by Wendy Silva)

B-4 Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park

Recommendation: Adopt a Resolution Amending the City's Fiscal Year 2024/25 Budget Approving Related Revenue and Expenditure Line Items Related to the Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park at $1,319,280 (Report by Joseph Hebert)

RES 24-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2024/25 BUDGET APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS RELATED TO THE OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM GRANT AWARD FOR TOZER PARK AT $1,319,280

B-5 Matilda Torres High School Fee Waiver Request

Recommendation: Adopt a Resolution waiving the rental fees of the John Wells Youth Center dance studio on 15 dates in October 2024 through January 2025, related to the Matilda Torres High School Competition Dance/Pom Team in preparation for regional and national competitions, at an anticipated fee rental of $1,025 (Report by Joseph Hebert)

RES 24-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE JOHN WELLS YOUTH CENTER DANCE STUDIO ON 15 DATES IN OCTOBER 2024 THROUGH

JANUARY 2025, RELATED TO THE MATILDA TORRES HIGH SCHOOL COMPETITION DANCE/POM TEAM, AT AN ANTICIPATED FEE RENTAL OF $1,025

B-6 Motorola Service Provider Agreement

The recommendations below are the updated recommendations as seen on the staff report.

Recommendation: Adopt Resolutions:

1. Approving Service Agreement, Cybersecurity Online Terms Acknowledgement, and Cyber Subscription Renewals and Integrations Addendum With Motorola Solutions, Inc. for support and maintenance of the Police Department's Verint Dispatch call logging system in the amount of $9,399.78 with a 10 percent contingency for applicable taxes

2. Approving Motorola Master Customer Agreement, Cybersecurity Online Terms Acknowledgement, Cyber Subscription Renewals and Integrations Addendum, Mobile Video Addendum, and Subscription Software Addendum for the upgrade, support, and maintenance of Motorola Solutions, Inc. Redactive software in the amount of $2,700 (Report by Giachino Chiaramonte)

RES 24-153 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING SERVICE AGREEMENT, CYBERSECURITY ONLINE TERMS ACKOWLEDGEMENT, AND CYBER SUBSCRIPTION RENEWALS AND INTEGRATIONS ADDENDUM WITH MOTOROLA SOLUTIONS, INC. FOR SUPPORT AND MAINTENANCE OF THE POLICE DEPARTMENT'S VERINT DISPATCH CALL LOGGING SYSTEM IN THE AMOUNT OF $9,399.78 WITH A 10 PERCENT CONTINGENCY FOR APPLICABLE TAXES

RES 24-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING MOTOROLA MASTER CUSTOMER AGREEMENT, CYBERSECURITY ONLINE TERMS ACKOWLEDGEMENT, CYBER SUBSCRIPTION RENEWALS AND INTEGRATIONS ADDENDUM, MOBLIE VIDEO ADDENDUM, AND SUBSCRIPTION SOFTWARE ADDENDUM FOR THE UPRAGDE, SUPPORT, AND MAINTENANCE OF MOTOROLA SOLUTIONS, INC. REDACTIVE SOFTWARE IN THE AMOUNT OF $2,700

B-7 Request to Waive City Fees Relating to the Downtown Christmas Parade

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Services Relating to the Downtown Christmas Parade in the Amount of $2,956 (Report by Giachino Chiaramonte)

RES 24-155 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, PARK AND ENGINEERING SERVICES RELATING TO THE DOWNTOWN CHRISTMAS PARADE FOR MADERA DOWNTOWN ASSOCIATION AND MADERA EVENING LIONS IN THE AMOUNT OF $2,956

B-8 Amendment No. 4 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street, and Central Avenue Intersection

Recommendation: Adopt a Resolution Approving Contract Amendment No. 4 for Professional Engineering Services for $45,738 (Report by Keith Helmuth)

RES 24-156 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE/4TH/CENTRAL INTERSECTION IMPROVEMENTS, CITY PROJECT NO. R-57

B-9 Accepting Improvements for the Iveywood I Subdivision (Tract No. 19-S-03)

Recommendation: Adopt a Resolution:

1. Accept Improvements for the Iveywood I Subdivision (Tract No. 19-S-03); and
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements (Report by Keith Helmuth)

RES 24-157 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH IVEYWOOD I SUBDIVISION, AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

C. WORKSHOP: None

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

D-1 Resolution Establishing a Measure T Annual Work Plan Review

Recommendation: Adopt a Resolution Establishing an Annual 30-day Public Review Period for Measure T for Proposed Use of Funds by the City (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY MAYOR PRO TEM GALLEGOS ITEM D-1 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

RES 24-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO EXTEND THE ANNUAL PUBLIC REVIEW PERIOD FOR EXPENDIURES RELATED TO MEASURE T TO 30 DAYS

D-2 Amendment No. 2 to the West Coast Arborists, Inc. Agreement for City-wide Tree Management and Maintenance Services

Recommendation: Adopt a Resolution Approving the Second Amendment to the Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc. (WCA) Not to Exceed $200,000 Per Year (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

RES 24-159 RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR TREE MANAGEMENT AND MAINTENANCE SERVICES WITH WEST COAST ARBORIST, INC. NOT TO EXCEED $200,000 PER YEAR

D-3 City Manager At-Will Employment Agreement

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-3 WAS APPROVED BY A 5/1 VOTE. NO: COUNCILMEMBER RODRIGUEZ. ABSENT: COUNCILMEMBER MEJIA.

RES 24-160 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

E. <u>ADMINISTRATIVE REPORTS</u>:

E-1 Spanish Language Interpretation Services at City Council Meetings

Recommendation: Staff is seeking Council direction regarding the provision of Spanish interpretation services at City Council meetings. Council is asked to consider options for integrating translation services to enhance accessibility for Spanish-speaking residents. Potential options include the use of artificial intelligence (AI)-powered translation solutions or traditional in-person interpretation services (Report by Alicia Gonzales)

Staff was directed to return to Council with contract options, amounts and a potential agreement.

E-2 Select Recipient for the Proclamation in the Month of November

Recommendation: Request for Councils Selection of a Recipient for the Proclamation Recognizing Small Business Saturday (Report by Alicia Gonzales)

Council selected the following recipients for the Small Business Saturday proclamation: Madera Cleaners, Plaza Flower, Taco Express and Casa de Tacos Nesa. Councilmember Rodriguez nominated The Vineyard during Item G, Councilmember Communications.

E-3 Madera Subbasin Joint Groundwater Sustainability Plan (GSP) – Department of Water Resources (DWR) Review of the Annual Report for Water Year 2023

Recommendation: This is an informational report. Staff will receive comments and direction as may be offered from the City Council (Council) (Report by Keith Helmuth)

F. <u>FUTURE AGENDA ITEMS</u>:

This portion of the meeting is reserved (i) to initiate new matters and to request updates, and (ii) and to initiate new agenda items. No single item may exceed one minute. All votes shall be conducted electronically, with the results announced by the Chair. If voting is not available by electronic methods, another method may be used by the Chair unless otherwise determined by a majority of the Councilmembers present. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

Mayor Garcia requested that staff add a future agenda item for staff to negotiate a CWTA (Community Workforce Training Agreement) with the Fresno, Madera, Tulare and Kings County

Building Trades Council. Staff is to bring back a renegotiated agreement, so that all future City of Madera projects exceeding $1 million dollars per project be brought to Council for discussion and approval. Councilmembers Evans, Villegas and Mayor Garcia electronically voted yes. Motion failed.

Councilmember Rodriguez motioned to bring this item back as a presentation and for discussion. All council electronically voted yes. Councilmember Mejia was absent.

No other future agenda items were presented.

G. COUNCILMEMBER COMMUNICATIONS (REPORTS/ANNOUNCEMENTS):

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, and (ii) to make announcements.

Mayor Pro Tem Gallegos thanked Nick Salinas and Sunrise Rotary for the Old Timers Day Parade. It was a great event with many in attendance. She thanked the Police and Fire Departments for having their vehicles out there for the community to see. She also thanked the family that stayed throughout the meeting.

Councilmember Rodriguez also thanked those in attendance. He thanked City Clerk Alicia Gonzales for her effort in the Old Timer's Day Parade. The event had a great turnout. He stated Councilmember Villegas was out there with a Charro's suit. He advised City Clerk Alicia Gonzales that his nomination for the Small Business Saturday was The Vineyard. City Attorney was asked and responded that since there was a majority of Councilmembers who agreed with the nomination, it was acceptable to add to Item E-2.

Councilmember Montes was not present during this portion of the meeting.

Councilmember Evans expressed her appreciation to everyone involved in the Old Timers' Day Parade, calling it an awesome event. She also thanked her colleagues who attended Thursday's Education of Excellence event, where Leonard Perez was honored as "Administrator of the Year". She mentioned that earlier this morning, at 6:30 a.m., she participated in the Walk to School event, which began at the Pan Am Center and included activities for the public. It was well attended, and she noted that more Walk to School events are planned. She also thanked the Health Department for their role in organizing the event.

Councilmember Villegas had nothing to report.

Mayor Garcia thanked the NAACP, Madera Chamber of Commerce, Madera Coalition for Community Justice, and CAPMC for hosting the Candidates' Forum for City Council and Mayoral candidates the previous evening. He noted that it was a well-attended event.

H. CLOSED SESSION:

H-1 Conference with Legal Counsel—Existing Litigation (Government Code Section 54956.9(d)(1)

Name of Case: City of Madera v. Summer Nastich and Phenos of Madera, Inc. (Real Party in Interest), Madera County Superior Court Case No. MCV090358

H-2 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)

Title: City Clerk

H-3 Conference with Labor Negotiators - Pursuant to Government Code Section §54957.6
Agency Designated Representatives: Mayor Santos Garcia

Unrepresented Employee: City Clerk

City Attorney Shannon Chaffin made the closed session announcement at 8:20 p.m. Mr. Chaffin and Council returned from Closed Session at 9:10 p.m. Mr. Chaffin announced the following for Item H-1: The basic terms of the settlement are that Phenos waives all of its appeal rights, it dismisses and withdraws any contesting issues, a release to the City and a waiver of any known or unknown rights; and the City, in exchange, will dismiss its Writ of Mandate.

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

_____ _____

ALICIA GONZALES, City Clerk SANTOS GARCIA, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 21, 2024 to October 18, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 21, 2024 to October 18, 2024 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	40541 – 40773	$5,774,291.04

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$1,406,458.83
SDI	EDD	$5,284.20
CalPERS Payment	CalPERS	$298,605.32

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 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

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2024/2025 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
October 30, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40541	09/25/2024	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADEI	CDBG FY 23/24 Q3 CV3	1,080.68
40541	09/25/2024	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADEI	CDBG FY 23/24 Q4 FMCOC	11,708.20
40542	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 5645001	95.13
40543	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920984	127.56
40544	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925308	271.86
40545	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918819	146.41
40546	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9907651	256.74
40547	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9914251	94.19
40548	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923439	82.74
40549	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921763	317.45
40550	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923526	249.53
40551	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 5330023	60.16
40552	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 1031001	198.84
40553	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 2648007	239.30
40554	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9914166	375.21
40555	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926132	311.77
40556	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924473	89.99
40557	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7925031	51.52
40558	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9903178	233.03
40559	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924571	78.27
40560	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924979	98.51
40561	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926175	236.04
40562	09/25/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922269	246.18
40563	09/26/2024	FLEET ACQUISITION	Fleet Acquisition	TURF STAR, INC.	BALL FIELD GROOMER	37,597.89
40564	09/26/2024	PD OPERATIONS	PD Operations	DUNN, JACOB	PER DIEM - ICI HOMICIDE SCHOOL WEEK 1	529.00
40564	09/26/2024	PD OPERATIONS	PD Operations	DUNN, JACOB	PER DIEM - ICI HOMICIDE SCHOOL WEEK 2	529.00
40565	09/26/2024	PD OPERATIONS	PD Operations	GIBBS, JOSHUA	PER DIEM - CATO CONFERENCE	378.00
40566	09/26/2024	HR/RISK MGT	HR/RISK MGT	MADERA YOUNG PROFESSIONALS	2024 OLD TIMERS BOOTH	50.00
40567	09/26/2024	PD OPERATIONS	PD Operations	JARED MACIEL	PER DIEM - CATO CONFERENCE	378.00
40568	09/26/2024	HR/RISK MGT	HR/RISK MGT	GOMEZ, PATSY	PER DIEM - NEOGOV IGNITE 2024	159.25
40569	09/26/2024	PD OPERATIONS	PD Operations	NATHAN MUNOZ	PER DIEM - CATO CONFERENCE	378.00
40570	09/26/2024	CITY ADMIN	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SERVICES CITY ATTORNEY SVCS	26,589.00
40571	09/26/2024	PD OPERATIONS	MEAS K - PD	CODY LUGINBILL	PER DIEM - CATO CONFERENCE	378.00
40572	09/26/2024	PD OPERATIONS	PD Operations	BRIAN ROSAS	PER DIEM - CATO CONFERENCE	378.00
40573	09/26/2024	PD OPERATIONS	PD Operations	ANAYA, CHRIS	PER DIEM - CATO CONFERENCE	378.00
40573	09/26/2024	PD OPERATIONS	PD Operations	ANAYA, CHRIS	PER DIEM - SWAT TEAM LEADER	494.50
40574	09/26/2024	PD OPERATIONS	PD Operations	BUSHEY, SHAWN	PER DIEM - NEOGOV IGNITE 2024	159.25
40575	09/26/2024	FIRE	Fire	CUMMINS PACIFIC LLC	E-56 REPAIRS	23,216.44
40576	09/26/2024	CITY ADMIN	HR/RISK MGT	SILVA, WENDY	PER DIEM - NEOGOV IGNITE 2024	159.25
40577	09/26/2024	PD OPERATIONS	MEAS K - PD	OTP - FINANCE	PER DIEM - CATO CONFERENCE	378.00
40578	09/30/2024	WATER QUALITY COI	Water Mtnc/Operations	THIRKETTLE CORPORATION	520M SINGLE PORT SMARTPOINT	10,250.07
40579	09/30/2024	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	375.65
40579	09/30/2024	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	375.65
40579	09/30/2024	PW ADMIN	Central Admin	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	3,977.86
40579	09/30/2024	PW ADMIN	Central Admin	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	3,977.86
40579	09/30/2024	PW ADMIN	Comm & Rec Centers	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	7,667.01
40579	09/30/2024	PW ADMIN	Comm & Rec Centers	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	7,667.01
40579	09/30/2024	PW ADMIN	Engineering	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	2,731.42
40579	09/30/2024	PW ADMIN	Engineering	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	2,954.66
40579	09/30/2024	PW ADMIN	Finance	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	712.39
40579	09/30/2024	PW ADMIN	Finance	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	237.47
40579	09/30/2024	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	568.33
40579	09/30/2024	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	568.33
40579	09/30/2024	PW ADMIN	Parks	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	250.00
40579	09/30/2024	PW ADMIN	Parks	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	250.00
40579	09/30/2024	PW ADMIN	Sewer Mtnc/Operations	SERVICEMASTER BY J&C BROWN	PW - FLOORING STRIP & WAX	1,332.93
40579	09/30/2024	PW ADMIN	Sewer Mtnc/Operations	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	733.72
40579	09/30/2024	PW ADMIN	Sewer Mtnc/Operations	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	733.72
40579	09/30/2024	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	PW - FLOORING STRIP & WAX	1,332.92
40579	09/30/2024	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	733.72
40579	09/30/2024	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	733.72
40579	09/30/2024	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	948.94
40579	09/30/2024	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	948.94
40579	09/30/2024	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	948.94
40579	09/30/2024	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	948.94
40579	09/30/2024	PW ADMIN	UB - Garbage	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	237.46
40579	09/30/2024	PW ADMIN	UB - Garbage	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	237.46
40579	09/30/2024	PW ADMIN	UB - Sewer	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	237.47
40579	09/30/2024	PW ADMIN	UB - Sewer	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	237.47
40579	09/30/2024	PW ADMIN	UB - Water	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	474.92
40579	09/30/2024	PW ADMIN	Water Quality Control	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	237.43
40579	09/30/2024	PW ADMIN	Water Quality Control	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	237.43
40579	09/30/2024	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	1,057.84
40579	09/30/2024	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	1,057.84
40579	09/30/2024	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	636.68
40579	09/30/2024	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	636.68
40579	09/30/2024	PW ADMIN	PD Operations	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 08/24	4,618.22
40579	09/30/2024	PW ADMIN	PD Operations	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 09/24	4,618.22
40580	09/30/2024	PARKS ADMINISTRA1	Sports Programs	J & D MANUFACTURING	ADULT BBALL SHIRTS	430.22

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40581	09/30/2024	FLEET MAINTENANC	Fleet Maintenance	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	578.56
40582	09/30/2024	FINANCE	MEAS K - FIRE	HINDERLITER, DE LLAMAS AND ASSO.	Q1 FY 24/25 TRANSACTION TAX	300.00
40582	09/30/2024	FINANCE	MEAS K - PD	HINDERLITER, DE LLAMAS AND ASSO.	Q1 FY 24/25 TRANSACTION TAX	300.00
40582	09/30/2024	FINANCE	City Manager	HINDERLITER, DE LLAMAS AND ASSO.	Q4 23/24 CONTRACT/AUDIT SALES TAX	913.00
40583	09/30/2024	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	407.57
40583	09/30/2024	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	81.39
40583	09/30/2024	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	174.65
40583	09/30/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	388.72
40583	09/30/2024	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	273.61
40583	09/30/2024	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	243.54
40583	09/30/2024	FINANCE	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	22.53
40583	09/30/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	739.89
40583	09/30/2024	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	254.07
40583	09/30/2024	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	1,608.47
40583	09/30/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	2,252.38
40583	09/30/2024	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	1,135.08
40583	09/30/2024	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	1,282.36
40583	09/30/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	2,999.67
40583	09/30/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	2,882.81
40583	09/30/2024	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	1,396.92
40583	09/30/2024	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	357.27
40583	09/30/2024	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/16/24-08/31/24	8,392.26
40584	09/30/2024	INFORMATION SERV	Computer Replacement	KNOWBE4, INC.	SOFTWARE SUBSCRIPTION	4,896.00
40585	09/30/2024	FINANCE	Fleet Maintenance	ADVANCED AUTOMOTIVE LLC	SMOG CHECK - #1513	48.00
40585	09/30/2024	FLEET MAINTENANC	Fleet Maintenance	ADVANCED AUTOMOTIVE LLC	SMOG CHECK - #2015	48.00
40586	09/30/2024	PW ADMIN	Facilities Maintenance	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - PW	770.00
40587	09/30/2024	FINANCE	Finance	HDL COREN & CONE	ACFR STATISTICAL PACKAGE	695.00
40588	09/30/2024	PD OPERATIONS	Code Enforcement	DREW'S ALL SEASON LANDSCAPING INC.	LANDSCAPING SERVICES	3,875.00
40589	09/30/2024	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 05/24	551.96
40589	09/30/2024	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 06/24	505.52
40589	09/30/2024	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 07/24	505.52
40589	09/30/2024	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 05/24	112.32
40589	09/30/2024	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 06/24	102.87
40589	09/30/2024	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 07/24	102.87
40589	09/30/2024	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 05/24	36.58
40589	09/30/2024	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 06/24	33.51
40589	09/30/2024	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 07/24	33.51
40589	09/30/2024	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 05/24	30.81
40589	09/30/2024	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 06/24	28.21
40589	09/30/2024	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 07/24	28.21
40589	09/30/2024	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 05/24	615.50
40589	09/30/2024	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 06/24	563.71
40589	09/30/2024	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 07/24	563.71
40589	09/30/2024	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 05/24	1,719.42
40589	09/30/2024	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 06/24	1,574.74
40589	09/30/2024	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 07/24	1,574.74
40589	09/30/2024	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 05/24	116.17
40589	09/30/2024	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 06/24	106.39
40589	09/30/2024	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 07/24	106.39
40589	09/30/2024	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 05/24	258.01
40589	09/30/2024	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 06/24	236.30
40589	09/30/2024	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 07/24	236.30
40589	09/30/2024	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 05/24	87.93
40589	09/30/2024	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 06/24	80.53
40589	09/30/2024	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 07/24	80.53
40589	09/30/2024	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 05/24	1,104.56
40589	09/30/2024	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 06/24	1,011.62
40589	09/30/2024	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 07/24	1,011.62
40589	09/30/2024	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 05/24	107.82
40589	09/30/2024	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 06/24	98.75
40589	09/30/2024	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 07/24	98.75
40589	09/30/2024	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 05/24	73.17
40589	09/30/2024	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 06/24	67.01
40589	09/30/2024	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 07/24	67.01
40589	09/30/2024	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 05/24	94.35
40589	09/30/2024	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 06/24	86.41
40589	09/30/2024	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 07/24	86.41
40589	09/30/2024	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 05/24	214.35
40589	09/30/2024	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 06/24	196.32
40589	09/30/2024	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 07/24	196.32
40589	09/30/2024	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 05/24	214.37
40589	09/30/2024	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 06/24	196.33
40589	09/30/2024	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 07/24	196.33
40589	09/30/2024	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 05/24	428.73
40589	09/30/2024	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 06/24	392.66
40589	09/30/2024	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 07/24	392.66
40589	09/30/2024	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 05/24	36.58
40589	09/30/2024	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 06/24	33.51
40589	09/30/2024	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 07/24	33.51
40589	09/30/2024	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 05/24	615.50
40589	09/30/2024	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 06/24	563.71
40589	09/30/2024	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 07/24	563.71

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40590	09/30/2024	FINANCE	Building	AT&T	08/24 CALNET 3 SERVICE 9391026390	30.21
40590	09/30/2024	FINANCE	Building	AT&T	08/24 CALNET 3 SERVICE 9391031577	18.67
40590	09/30/2024	FINANCE	Building	AT&T	08/24 CALNET 3 SERVICE 9391031559	34.82
40590	09/30/2024	FINANCE	City Attorney	AT&T	08/24 CALNET 3 SERVICE 9391026388	8.62
40590	09/30/2024	FINANCE	City Attorney	AT&T	08/24 CALNET 3 SERVICE 9391026390	7.00
40590	09/30/2024	FINANCE	City Attorney	AT&T	08/24 CALNET 3 SERVICE 9391031577	9.93
40590	09/30/2024	FINANCE	City Attorney	AT&T	08/24 CALNET 3 SERVICE 9391031559	62.92
40590	09/30/2024	FINANCE	City Clerk's Office	AT&T	08/24 CALNET 3 SERVICE 9391026390	8.62
40590	09/30/2024	FINANCE	City Clerk's Office	AT&T	08/24 CALNET 3 SERVICE 9391031577	4.67
40590	09/30/2024	FINANCE	City Clerk's Office	AT&T	08/24 CALNET 3 SERVICE 9391031559	9.93
40590	09/30/2024	FINANCE	Comm & Rec Centers	AT&T	07/24 CALNET 3 SERVICE 9391026396	310.91
40590	09/30/2024	FINANCE	Comm & Rec Centers	AT&T	08/24 CALNET 3 SERVICE 9391026391	63.04
40590	09/30/2024	FINANCE	Comm & Rec Centers	AT&T	08/24 CALNET 3 SERVICE 9391026392	267.12
40590	09/30/2024	FINANCE	COMPUTER MAINT	AT&T	08/24 CALNET 3 SERVICE 9391026390	17.26
40590	09/30/2024	FINANCE	COMPUTER MAINT	AT&T	08/24 CALNET 3 SERVICE 9391031577	2.33
40590	09/30/2024	FINANCE	COMPUTER MAINT	AT&T	08/24 CALNET 3 SERVICE 9391031559	19.89
40590	09/30/2024	FINANCE	Engineering	AT&T	08/24 CALNET 3 SERVICE 9391026390	60.43
40590	09/30/2024	FINANCE	Engineering	AT&T	08/24 CALNET 3 SERVICE 9391031577	35.00
40590	09/30/2024	FINANCE	Engineering	AT&T	08/24 CALNET 3 SERVICE 9391031559	69.63
40590	09/30/2024	FINANCE	Facilities Maintenance	AT&T	08/24 CALNET 3 SERVICE 9391026394	24.69
40590	09/30/2024	FINANCE	Facilities Maintenance	AT&T	08/24 CALNET 3 SERVICE 9391031564	13.72
40590	09/30/2024	FINANCE	Finance	AT&T	08/24 CALNET 3 SERVICE 9391026390	47.48
40590	09/30/2024	FINANCE	Finance	AT&T	08/24 CALNET 3 SERVICE 9391031577	23.33
40590	09/30/2024	FINANCE	Finance	AT&T	08/24 CALNET 3 SERVICE 9391031559	54.70
40590	09/30/2024	FINANCE	Fleet Maintenance	AT&T	08/24 CALNET 3 SERVICE 9391026394	16.49
40590	09/30/2024	FINANCE	Fleet Maintenance	AT&T	08/24 CALNET 3 SERVICE 9391031564	9.15
40590	09/30/2024	FINANCE	GRANT OVERSIGHT	AT&T	08/24 CALNET 3 SERVICE 9391026390	17.26
40590	09/30/2024	FINANCE	GRANT OVERSIGHT	AT&T	08/24 CALNET 3 SERVICE 9391031577	11.67
40590	09/30/2024	FINANCE	GRANT OVERSIGHT	AT&T	08/24 CALNET 3 SERVICE 9391031559	19.89
40590	09/30/2024	FINANCE	HR/RISK MGT	AT&T	08/24 CALNET 3 SERVICE 9391026390	12.92
40590	09/30/2024	FINANCE	HR/RISK MGT	AT&T	08/24 CALNET 3 SERVICE 9391031577	7.00
40590	09/30/2024	FINANCE	HR/RISK MGT	AT&T	08/24 CALNET 3 SERVICE 9391031559	14.89
40590	09/30/2024	FINANCE	Parks	AT&T	08/24 CALNET 3 SERVICE 9391026412	163.39
40590	09/30/2024	FINANCE	Parks Administration	AT&T	08/24 CALNET 3 SERVICE 9391031580	288.15
40590	09/30/2024	FINANCE	Planning	AT&T	08/24 CALNET 3 SERVICE 9391026390	21.57
40590	09/30/2024	FINANCE	Planning	AT&T	08/24 CALNET 3 SERVICE 9391031577	11.67
40590	09/30/2024	FINANCE	Planning	AT&T	08/24 CALNET 3 SERVICE 9391031559	24.85
40590	09/30/2024	FINANCE	STREETS	AT&T	08/24 CALNET 3 SERVICE 9391026394	41.18
40590	09/30/2024	FINANCE	STREETS	AT&T	08/24 CALNET 3 SERVICE 9391031564	22.88
40590	09/30/2024	FINANCE	Sewer Mtnc/Operations	AT&T	08/24 CALNET 3 SERVICE 9391031570	28.81
40590	09/30/2024	FINANCE	Sewer Mtnc/Operations	AT&T	08/24 CALNET 3 SERVICE 9391026394	16.01
40590	09/30/2024	FINANCE	Sewer Mtnc/Operations	AT&T	08/24 CALNET 3 SERVICE 9391031564	192.30
40590	09/30/2024	FINANCE	SOLID WASTE	AT&T	08/24 CALNET 3 SERVICE 9391026394	32.92
40590	09/30/2024	FINANCE	SOLID WASTE	AT&T	08/24 CALNET 3 SERVICE 9391031564	18.32
40590	09/30/2024	FINANCE	Sr Citizen Community Servi	AT&T	08/24 CALNET 3 SERVICE 9391026415	69.75
40590	09/30/2024	FINANCE	UB - Garbage	AT&T	08/24 CALNET 3 SERVICE 9391026394	14.02
40590	09/30/2024	FINANCE	UB - Garbage	AT&T	08/24 CALNET 3 SERVICE 9391031564	6.22
40590	09/30/2024	FINANCE	UB - Garbage	AT&T	08/24 CALNET 3 SERVICE 9391026390	8.23
40590	09/30/2024	FINANCE	UB - Garbage	AT&T	08/24 CALNET 3 SERVICE 9391031577	4.57
40590	09/30/2024	FINANCE	UB - Garbage	AT&T	08/24 CALNET 3 SERVICE 9391031559	16.16
40590	09/30/2024	FINANCE	UB - Sewer	AT&T	08/24 CALNET 3 SERVICE 9391026394	14.02
40590	09/30/2024	FINANCE	UB - Sewer	AT&T	08/24 CALNET 3 SERVICE 9391031564	6.22
40590	09/30/2024	FINANCE	UB - Sewer	AT&T	08/24 CALNET 3 SERVICE 9391026390	8.23
40590	09/30/2024	FINANCE	UB - Sewer	AT&T	08/24 CALNET 3 SERVICE 9391031577	4.57
40590	09/30/2024	FINANCE	UB - Sewer	AT&T	08/24 CALNET 3 SERVICE 9391031559	16.16
40590	09/30/2024	FINANCE	UB - Water	AT&T	08/24 CALNET 3 SERVICE 9391026393	28.10
40590	09/30/2024	FINANCE	UB - Water	AT&T	08/24 CALNET 3 SERVICE 9391026394	12.44
40590	09/30/2024	FINANCE	UB - Water	AT&T	08/24 CALNET 3 SERVICE 9391031564	16.49
40590	09/30/2024	FINANCE	UB - Water	AT&T	08/24 CALNET 3 SERVICE 9391026390	9.16
40590	09/30/2024	FINANCE	UB - Water	AT&T	08/24 CALNET 3 SERVICE 9391031577	32.38
40590	09/30/2024	FINANCE	UB - Water	AT&T	08/24 CALNET 3 SERVICE 9391031559	92.92
40590	09/30/2024	FINANCE	Water Mtnc/Operations	AT&T	08/24 CALNET 3 SERVICE 9391026394	37.04
40590	09/30/2024	FINANCE	Water Mtnc/Operations	AT&T	08/24 CALNET 3 SERVICE 9391031564	20.58
40590	09/30/2024	FINANCE	Water Quality Control	AT&T	08/24 CALNET 3 SERVICE 9391026394	16.49
40590	09/30/2024	FINANCE	Water Quality Control	AT&T	08/24 CALNET 3 SERVICE 9391031564	9.15
40590	09/30/2024	FINANCE	WWTP	AT&T	08/24 CALNET 3 SERVICE 9391026394	24.69
40590	09/30/2024	FINANCE	WWTP	AT&T	08/24 CALNET 3 SERVICE 9391031564	13.72
40590	09/30/2024	FINANCE	City Manager	AT&T	08/24 CALNET 3 SERVICE 9391026390	8.62
40590	09/30/2024	FINANCE	City Manager	AT&T	08/24 CALNET 3 SERVICE 9391031577	9.33
40590	09/30/2024	FINANCE	City Manager	AT&T	08/24 CALNET 3 SERVICE 9391031559	9.93
40590	09/30/2024	FINANCE	Purchasing	AT&T	08/24 CALNET 3 SERVICE 9391026394	24.69
40590	09/30/2024	FINANCE	Purchasing	AT&T	07/24 CALNET 3 SERVICE 9391059143	13.72
40590	09/30/2024	FINANCE	PD Operations	AT&T	08/24 CALNET 3 SERVICE 9391020514	156.67
40590	09/30/2024	FINANCE	PD Operations	AT&T	08/24 CALNET 3 SERVICE 9391026414	384.12
40590	09/30/2024	FINANCE	PD Operations	AT&T	08/24 CALNET 3 SERVICE 9391031561	155.55
40590	09/30/2024	FINANCE	PD Operations	AT&T	08/24 CALNET 3 SERVICE 9391031579	287.57
40590	09/30/2024	FINANCE	PD Operations	AT&T	08/24 CALNET 3 SERVICE 9391026411	2,041.87
40590	09/30/2024	FINANCE	PD Operations	AT&T	08/24 CALNET 3 SERVICE 9391026397	155.55
40591	09/30/2024	FINANCE	Aquatics Programs	AT&T	08/24 CALNET 3 SERVICE 9391026407	29.93
40591	09/30/2024	FINANCE	Building	AT&T	08/24 CALNET 3 SERVICE 9391026406	31.56
40591	09/30/2024	FINANCE	Central Admin	AT&T	08/24 CALNET 3 SERVICE 9391026413	29.84
40591	09/30/2024	FINANCE	Code Enforcement	AT&T	08/24 CALNET 3 SERVICE 9391026406	62.81

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40591	09/30/2024	FINANCE	Finance	AT&T	08/24 CALNET 3 SERVICE 9391026402	29.84
40591	09/30/2024	FINANCE	Fire	AT&T	08/24 CALNET 3 SERVICE 9391026400	31.56
40591	09/30/2024	FINANCE	HR/RISK MGT	AT&T	07/24 CALNET 3 SERVICE 9391068734	31.39
40591	09/30/2024	FINANCE	MEAS K - FIRE	AT&T	08/24 CALNET 3 SERVICE 9391026410	61.60
40591	09/30/2024	FINANCE	Sewer Mtnc/Operations	AT&T	07/24 CALNET 3 SERVICE 9391026403	61.23
40591	09/30/2024	FINANCE	Sr Citizen Community Servi	AT&T	07/24 CALNET 3 SERVICE 9391026398	31.49
40591	09/30/2024	FINANCE	Sr Citizen Community Servi	AT&T	08/24 CALNET 3 SERVICE 9391026389	31.49
40591	09/30/2024	FINANCE	Sr Citizen Community Servi	AT&T	08/24 CALNET 3 SERVICE 9391026395	34.42
40591	09/30/2024	FINANCE	Sr Citizen Community Servi	AT&T	08/24 CALNET 3 SERVICE 9391026405	31.68
40591	09/30/2024	FINANCE	WWTP	AT&T	08/24 CALNET 3 SERVICE 9391026417	31.39
40591	09/30/2024	FINANCE	WWTP	AT&T	07/24 CALNET 3 SERVICE 9391026401	41.47
40591	09/30/2024	FINANCE	PD Operations	AT&T	08/24 CALNET 3 SERVICE 9391026409	31.80
40591	09/30/2024	FINANCE	PD Operations	AT&T	08/24 FIRSTNET SVS 287302656036	31.68
40592	09/30/2024	FINANCE	Building	AT&T	08/24 FIRSTNET SVS 287302656036	150.27
40592	09/30/2024	FINANCE	City Clerk's Office	AT&T	08/24 FIRSTNET SVS 287302656036	90.10
40592	09/30/2024	FINANCE	City Council	AT&T	08/24 FIRSTNET SVS 287302656036	281.68
40592	09/30/2024	FINANCE	Code Enforcement	AT&T	08/24 FIRSTNET SVS 287302656036	45.05
40592	09/30/2024	FINANCE	COMPUTER MAINT	AT&T	08/24 FIRSTNET SVS 287302656036	1,007.23
40592	09/30/2024	FINANCE	Engineering	AT&T	08/24 FIRSTNET SVS 287302656036	285.65
40592	09/30/2024	FINANCE	Facilities Maintenance	AT&T	08/24 FIRSTNET SVS 287302656036	886.19
40592	09/30/2024	FINANCE	Finance	AT&T	08/24 FIRSTNET SVS 287302656036	185.47
40592	09/30/2024	FINANCE	Fleet Maintenance	AT&T	08/24 FIRSTNET SVS 287302656036	45.05
40592	09/30/2024	FINANCE	GRANT OVERSIGHT	AT&T	08/24 FIRSTNET SVS 287302656036	95.14
40592	09/30/2024	FINANCE	HR/RISK MGT	AT&T	08/24 FIRSTNET SVS 287302656036	50.09
40592	09/30/2024	FINANCE	Parks	AT&T	08/24 FIRSTNET SVS 287302656036	285.53
40592	09/30/2024	FINANCE	Planning	AT&T	08/24 FIRSTNET SVS 287302656036	141.87
40592	09/30/2024	FINANCE	STREETS	AT&T	08/24 FIRSTNET SVS 287302656036	50.09
40592	09/30/2024	FINANCE	UB - Garbage	AT&T	08/24 FIRSTNET SVS 287302656036	11.26
40592	09/30/2024	FINANCE	UB - Sewer	AT&T	08/24 FIRSTNET SVS 287302656036	11.26
40592	09/30/2024	FINANCE	UB - Water	AT&T	08/24 FIRSTNET SVS 287302656036	22.53
40592	09/30/2024	FINANCE	WWTP	AT&T	08/24 FIRSTNET SVS 287302656036	50.09
40592	09/30/2024	FINANCE	City Manager	AT&T	08/24 FIRSTNET SVS 287302965625	90.33
40592	09/30/2024	FINANCE	PD Operations	AT&T	08/24 FIRSTNET SVS 287302965625	6,762.13
40593	09/30/2024	HR/RISK MGT	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 10/24	858.06
40594	09/30/2024	HR/RISK MGT	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 10/24	859.13
40595	09/30/2024	HR/RISK MGT	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 10/24	837.65
40596	09/30/2024	FINANCE	Debt Svc Fund/Successor A	BANK OF NEW YORK MELLON	RDA TAX ALLOCATION REF BONDS SERIES 2018B	1,500.00
40596	09/30/2024	FINANCE	Debt Svc Fund/Successor A	BANK OF NEW YORK MELLON	RDA TAX ALLOCATION REF BONDS SERIES 2018A	1,500.00
40597	09/30/2024	FACILITIES	PD Operations	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD	645.00
40598	09/30/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INS.	#E700482-3 FOR 09/13/2024 PAYROLL	1,028.25
40599	09/30/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INS.	#E700482-3 FOR 09/13/2024 PAYROLL	888.13
40600	09/30/2024	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 08/24	127.45
40600	09/30/2024	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 08/24	37.73
40600	09/30/2024	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 08/24	37.83
40600	09/30/2024	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 08/24	270.89
40600	09/30/2024	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 08/24	181.25
40600	09/30/2024	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 08/24	73.71
40600	09/30/2024	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 08/24	252.98
40600	09/30/2024	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 08/24	55.74
40600	09/30/2024	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 08/24	199.19
40600	09/30/2024	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 08/24	37.83
40600	09/30/2024	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 08/24	73.71
40600	09/30/2024	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 08/24	73.71
40600	09/30/2024	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 08/24	91.57
40600	09/30/2024	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 08/24	73.66
40600	09/30/2024	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 08/24	90.98
40600	09/30/2024	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 08/24	91.60
40600	09/30/2024	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 08/24	109.54
40600	09/30/2024	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 08/24	64.69
40600	09/30/2024	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 08/24	73.66
40600	09/30/2024	FINANCE	Sr Citizen Community Servi	COMCAST	CITY INTERNET CONNECTION 08/24	73.66
40600	09/30/2024	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 08/24	60.22
40600	09/30/2024	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 08/24	60.22
40600	09/30/2024	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 08/24	118.51
40600	09/30/2024	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 08/24	82.63
40600	09/30/2024	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 08/24	37.83
40600	09/30/2024	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 08/24	55.74
40600	09/30/2024	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 08/24	37.73
40600	09/30/2024	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 08/24	55.74
40601	09/30/2024	FINANCE	COMPUTER MAINT	COMCAST	08/24 SERVICE 8155500320322006	92.88
40602	09/30/2024	PW ADMIN	Facilities Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	255.00
40603	09/30/2024	BUILDING	Building	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 08/16/24-08/31/24	12,885.00
40604	09/30/2024	FLEET MAINTENANC	TRANS - FIXED	J'S COMMUNICATIONS	SHIPPING CHARGE	28.00
40605	09/30/2024	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	985.08
40605	09/30/2024	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL PROGRAM CARD	541.25
40606	09/30/2024	CITY CLERK'S OFFICE	City Clerk's Office	MADERA TRIBUNE	PUBLIC NOTICE - ELECTION	279.50
40607	09/30/2024	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	9,876.81
40607	09/30/2024	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	10,396.82
40607	09/30/2024	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	1,842.51
40607	09/30/2024	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	3,404.72
40608	09/30/2024	FINANCE	CFD 2005-1 City-Wide Serv	WILLDAN FINANCIAL SERVICES	Q2 FY 24/25 CFD 2005-1 & 2006-1	2,150.27
40608	09/30/2024	FINANCE	CFD 2005-1 City-Wide Serv	WILLDAN FINANCIAL SERVICES	Q1 FY 24/25 CFD 2005-1 & 2006-1	2,334.92

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40608	09/30/2024	FINANCE	CFD 2006-1 KB Home	WILLDAN FINANCIAL SERVICES	Q2 FY 24/25 CFD 2005-1 & 2006-1	1,062.07
40608	09/30/2024	FINANCE	CFD 2006-1 KB Home	WILLDAN FINANCIAL SERVICES	Q2 FY 24/25 CFD 2005-1 & 2006-1	1,091.05
40609	09/30/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/24 SERVICE 8126770647-1	125.88
40609	09/30/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	98.93
40609	09/30/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	7.84
40609	09/30/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	109.90
40609	09/30/2024	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	08/24 SERVICE 8307681856-2	46.55
40609	09/30/2024	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	3,765.66
40609	09/30/2024	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	5,199.97
40609	09/30/2024	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	1,001.91
40609	09/30/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	1,096.42
40609	09/30/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	08/24 SERVICE 2000655655-7	406.21
40609	09/30/2024	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	08/24 SERVICE 1619119913-8	3,366.51
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 6690755760-8	109.77
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 8178280304-3	115.54
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3499945233-6	214.91
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3352588453-3	37,090.83
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 1715785853-5	2,910.26
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9787342989-4	172.35
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	7,384.08
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	123.47
40609	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 2173157566-4	159.08
40609	09/30/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	3,053.27
40609	09/30/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	3,566.03
40609	09/30/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	83.50
40609	09/30/2024	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	1,607.24
40609	09/30/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	64.03
40609	09/30/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	89.09
40609	09/30/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	7,467.94
40609	09/30/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	175.85
40609	09/30/2024	FINANCE	Recreation	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	33.82
40609	09/30/2024	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	3,823.31
40609	09/30/2024	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	28.09
40609	09/30/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	452.58
40609	09/30/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	9.17
40609	09/30/2024	FINANCE	Sr Citizen Community Servi	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	28.62
40609	09/30/2024	FINANCE	Sr Citizen Community Servi	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9651992016-7	148.98
40609	09/30/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9172110863-6	195,185.43
40609	09/30/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9109225160-1	617.70
40609	09/30/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	56,433.52
40609	09/30/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	192.83
40609	09/30/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/07/24 SERVICE 3533032414-2	31,171.13
40609	09/30/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	07/24 SERVICE 3533032414-2 FY 23/24 NEM TRUE UP	1,164,949.85
40609	09/30/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2 FY 24/25 NEM TRUE UP	72,611.83
40609	09/30/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	47,410.45
40609	09/30/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	68,990.28
40609	09/30/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	10.36
40609	09/30/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	83.74
40609	09/30/2024	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	10.51
40609	09/30/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	30.85
40609	09/30/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	21.04
40609	09/30/2024	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	23.02
40609	09/30/2024	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	11.21
40609	09/30/2024	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	54.66
40609	09/30/2024	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	40.71
40609	09/30/2024	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	30.85
40609	09/30/2024	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	10.35
40609	09/30/2024	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	70.90
40609	09/30/2024	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	11.57
40609	09/30/2024	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	72.39
40609	09/30/2024	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	23.90
40609	09/30/2024	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	170.64
40609	09/30/2024	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 9920095153-3	9,969.34
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 7949615676-5	88.48
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 7928098441-4	64.55
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 5237156686-1	51.75
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 4318089701-9	47.60
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 1013877191-9	22.82
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 5225647713-5	66.38
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 15983482080-1	15.77
40610	09/30/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/24 SERVICE 5207933925-6	20.31
40610	09/30/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	08/24 SERVICE 8675479583-8	58.83
40610	09/30/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3642526071-2	69.36
40610	09/30/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	08/24 SERVICE 1902328695-8	24.64
40610	09/30/2024	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 6948316261-1	2.62
40610	09/30/2024	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	08/24 SERVICE 6948316261-1	20.70
40611	09/30/2024	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	60.50
40611	09/30/2024	PW ADMIN	Facilities Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	60.50
40611	09/30/2024	PW ADMIN	Fleet Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	60.50
40611	09/30/2024	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	60.50
40611	09/30/2024	PW ADMIN	Sewer Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	60.50
40611	09/30/2024	PW ADMIN	Water Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	60.50

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40611	09/30/2024	PW ADMIN	Water Quality Control	PITNEY BOWES, INC.	POSTAGE FEES	60.53
40611	09/30/2024	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	60.50
40611	09/30/2024	PW ADMIN	Purchasing	PITNEY BOWES, INC.	POSTAGE FEES	60.50
40612	09/30/2024	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	152.40
40613	09/30/2024	ENGINEERING	Sewer Capital Outlay	WESTERN OILFIELDS SUPPLY COMPANY	FY 23/24 AVE 13 SEWER EMERGENCY	488,047.64
40614	09/30/2024	FLEET ACQUISITION	STREETS	SJVAPCD	AIR QUALITY PERMIT - C3239	258.00
40615	09/30/2024	PARKS ADMINISTRA1	Parks	SITE ONE LANDSCAPE SUPPLY LLC	ANNUAL PERENNIAL SEEDS	2,936.33
40616	09/30/2024	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 05/01/24-07/31/24	729.00
40617	09/30/2024	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	104.04
40617	09/30/2024	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	38.01
40617	09/30/2024	FINANCE	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	52.02
40617	09/30/2024	FINANCE	Fire	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	152.04
40617	09/30/2024	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	1.67
40617	09/30/2024	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	38.01
40617	09/30/2024	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	1.67
40617	09/30/2024	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	52.02
40617	09/30/2024	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	13.74
40617	09/30/2024	FINANCE	Water Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	144.05
40617	09/30/2024	FINANCE	Water Quality Control	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	38.01
40617	09/30/2024	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	75.65
40617	09/30/2024	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/24-08/10/24	494.13
40618	09/30/2024	FLEET ACQUISITION	Fleet Acquisition	WINNER CHEVROLET, INC.	2024 CHEVROLET BLAZER	85,931.90
40619	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	100.00
40620	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	500.00
40621	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	100.00
40622	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLIOND	50.00
40623	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40624	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40625	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 2	50.00
40626	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	500.00
40627	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	200.00
40628	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	50.00
40629	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	100.00
40630	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	500.00
40631	09/30/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	100.00
40632	09/30/2024	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND 10000708-554165	29.61
40633	09/30/2024	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND 10000682-554165	20.26
40634	09/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921737	76.49
40635	09/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921280	175.05
40636	09/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923610	206.00
40637	09/30/2024	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND 9519451-502896	15.82
40638	09/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9906546	248.26
40639	09/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923726	247.05
40640	10/03/2024	CITY CLERK'S OFFICE	City Council	FOLEY-GALLEGOS, CECE	PER DIEM - LOCC ANNUAL CONFERENCE	279.50
40641	10/03/2024	ENGINEERING	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	61,353.52
40642	10/03/2024	CITY CLERK'S OFFICE	City Council	GARCIA, SANTOS	PER DIEM - LOCC ANNUAL CONFERENCE	316.48
40643	10/03/2024	FINANCE	Finance	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES	2,593.75
40644	10/03/2024	CITY CLERK'S OFFICE	City Council	EVANS, ANITA	PER DIEM - LOCC ANNUAL CONFERENCE	316.48
40645	10/03/2024	CITY CLERK'S OFFICE	City Council	VILLEGAS, ARTEMIO	PER DIEM - LOCC ANNUAL CONFERENCE	316.48
40646	10/03/2024	CITY CLERK'S OFFICE	City Clerk's Office	GONZALES, ALICIA	PER DIEM - LOCC ANNUAL CONFERENCE	633.26
40647	10/03/2024	CITY CLERK'S OFFICE	City Council	MEJIA, ELSA	PER DIEM - LOCC ANNUAL CONFERENCE	633.26
40648	10/03/2024	PARKS ADMINISTRA1	Aquatics Programs	REED, EDDIE C	WADING POOL REPAIRS	590.98
40649	10/03/2024	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2024 FORD PICKUP #1546	53,677.64
40650	10/03/2024	FINANCE	INTERMODAL BLDG	CITY OF MADERA	09/24 UTILITY SERVICE 3040421	459.57
40650	10/03/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	09/24 UTILITY SERVICE 3040431	57.39
40650	10/03/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	09/24 UTILITY SERVICE 3040441	90.88
40651	10/03/2024	GRANTS	Permanent Local Housing A	MADERA RESCUE MISSION, INC.	PLHA INVOICE 08/24	8,311.88
40652	10/03/2024	CITY CLERK'S OFFICE	City Council	MONTES, STEVEN	PER DIEM - LOCC ANNUAL CONFERENCE	279.50
40653	10/03/2024	ENGINEERING	Sewer Capital Outlay	FLOYD JOHNSTON CONSTRUCTION CO.	FY23/24 SS14 SEWER EMERGENCY	178,404.88
40654	10/09/2024	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 08/24	30,921.67
40655	10/09/2024	GRANTS	AFFORDABLE HOUSING	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	31,317.75
40656	10/09/2024	PD OPERATIONS	MEAS K - PD	HARRY D. WILSON INC.	BMW 1250 - SERVICE	767.39
40657	10/09/2024	PW ADMIN	Beverage Container Recycl	RNS COMMUNICATIONS, INC.	DMV ADVERTISING	6,840.00
40658	10/09/2024	PD OPERATIONS	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	2,250.00
40659	10/09/2024	PARKS ADMINISTRA1	Sports Programs	J & D MANUFACTURING	TINY TIKES SHIRTS	175.91
40660	10/09/2024	PD OPERATIONS	PD Operations	LEATHAM FAMILY, LLC	PD BADGE ORDER	166.15
40661	10/09/2024	PD OPERATIONS	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	1,600.00
40662	10/09/2024	GRANTS	CDBG ADMIN	NATIONAL COMMUNITY DEVELOPMENT	MEMBERSHIP DUESME	705.00
40663	10/09/2024	ENGINEERING	Sewer Capital Outlay	RMA GEOSCIENCE, INC.	AVE 13 SOIL TESTING	11,205.00
40664	10/09/2024	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 08/24	106,405.95
40664	10/09/2024	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 08/24	64,580.65
40665	10/09/2024	PD OPERATIONS	Animal Control	GOVCONNECTION, INC.	IN CAR COMPUTER UPGADES CE & AC	5,140.04
40665	10/09/2024	PD OPERATIONS	Code Enforcement	GOVCONNECTION, INC.	IN CAR COMPUTER UPGADES CE & AC	4,042.87
40665	10/09/2024	PD OPERATIONS	SUPP LAW ENF	GOVCONNECTION, INC.	IN CAR COMPUTER UPGADES CE & AC	765.20
40666	10/09/2024	PD OPERATIONS	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	468.00
40667	10/09/2024	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	79.30
40668	10/09/2024	PARKS ADMINISTRA1	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINTENANCE 09/24	5,678.40
40668	10/09/2024	PARKS ADMINISTRA1	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 09/24	12,560.80
40668	10/09/2024	PARKS ADMINISTRA1	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN MAINTENANCE 09/24	509.60
40669	10/09/2024	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 07/16/24-07/31/24	1,270.43
40669	10/09/2024	PD OPERATIONS	PD Operations	VAN DE POL ENTERPRISES, INC.	PROPANE - PD	31.66
40670	10/09/2024	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	3,082.75

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40671	10/09/2024	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	3,750.00
40672	10/09/2024	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	900.00
40673	10/09/2024	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	CDS MAINENANCE - 07/24-09/24	2,325.00
40674	10/09/2024	ENGINEERING	Sewer Capital Outlay	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SVS	24,197.39
40675	10/09/2024	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	220.98
40676	10/09/2024	HR/RISK MGT	HR/RISK MGT	GOVERNMENTJOBS.COM, INC.	EMPLOYEE SOFTWARE & MODULES	7,484.11
40677	10/09/2024	ENGINEERING	Engineering	PROJECTTEAM, INC.	PROJECT MANAEMENT SOFTWARE RENEWAL	10,500.00
40678	10/09/2024	GRANTS	Home Program Income	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.010	59.00
40679	10/09/2024	INFORMATION SERV	COMPUTER MAINT	SECURITAS TECHNOLOGY CORPORATION	SECURITY ACCESS CONTROL SYSTEM	22,459.61
40680	10/09/2024	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	39.00
40680	10/09/2024	PW ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	39.00
40680	10/09/2024	PW ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	351.00
40680	10/09/2024	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	78.00
40680	10/09/2024	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	117.00
40680	10/09/2024	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	78.00
40680	10/09/2024	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	39.00
40680	10/09/2024	PW ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	19.50
40680	10/09/2024	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	19.50
40680	10/09/2024	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	39.00
40680	10/09/2024	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/24	39.00
40681	10/09/2024	PLANNING	Planning	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTING SERVICES - HOUSING ELEMENT	43,620.00
40682	10/09/2024	ENGINEERING	Water Capital Outlay	UNIFIED FIELD SERVICES CORPORATION	RENOVATION OF LOY COOK WATER TOWER	189,174.39
40683	10/09/2024	ENGINEERING	MEAS K - PD	TERRA WEST CONSTRUCTION INC.	PARKING LOT -	28,308.31
40684	10/09/2024	INFORMATION SERV	COMPUTER MAINT	ABTECH TECHNOLOGIES, INC.	SERVER IMPLEMENTATION	25,000.00
40685	10/09/2024	PW ADMIN	Sewer Mtnc/Operations	EVAPCO INC.	PORTABLE RESTROOM RENTAL	13,950.00
40686	10/09/2024	WWTP	WWTP	DELLAVALLE LABORATORY,INC.	PERMIT COMPLIANCE LAB	736.00
40686	10/09/2024	WATER QUALITY COI	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,824.00
40686	10/09/2024	WATER QUALITY COI	Water Quality Control	DELLAVALLE LABORATORY,INC.	REPEAT SAMPLING	256.00
40686	10/09/2024	WATER QUALITY COI	Water Quality Control	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	162.00
40686	10/09/2024	WATER QUALITY COI	Water Quality Control	DELLAVALLE LABORATORY,INC.	ROUTINE SAMPLING	608.00
40687	10/09/2024	FINANCE	Central Admin	AT&T	09/24 FIRSTNET SVS 9391026406	28.87
40687	10/09/2024	FINANCE	Comm & Rec Centers	AT&T	08/24 FIRSTNET SVS 9391026396	265.86
40687	10/09/2024	FINANCE	Finance	AT&T	09/24 FIRSTNET SVS 9391026406	28.87
40687	10/09/2024	FINANCE	HR/RISK MGT	AT&T	09/24 FIRSTNET SVS 9391026400	30.42
40687	10/09/2024	FINANCE	MEAS K - FIRE	AT&T	08/24 FIRSTNET SVS 9391068734	59.84
40687	10/09/2024	FINANCE	Parks	AT&T	09/24 FIRSTNET SVS 9391026412	162.42
40687	10/09/2024	FINANCE	Parks Administration	AT&T	09/24 FIRSTNET SVS 93910315800	285.15
40687	10/09/2024	FINANCE	Sewer Mtnc/Operations	AT&T	09/24 FIRSTNET SVS 9391031570	192.30
40687	10/09/2024	FINANCE	Sewer Mtnc/Operations	AT&T	09/24 FIRSTNET SVS 9391026410	59.29
40687	10/09/2024	FINANCE	Sr Citizen Community Serv	AT&T	08/24 FIRSTNET SVS 9391026403	33.16
40687	10/09/2024	FINANCE	Sr Citizen Community Serv	AT&T	08/24 FIRSTNET SVS 9391026398	30.42
40687	10/09/2024	FINANCE	Sr Citizen Community Serv	AT&T	09/24 FIRSTNET SVS 9391026415	67.90
40687	10/09/2024	FINANCE	WWTP	AT&T	09/24 FIRSTNET SVS 9391026405	30.42
40687	10/09/2024	FINANCE	WWTP	AT&T	09/24 FIRSTNET SVS 9391026417	39.49
40687	10/09/2024	FINANCE	PD Operations	AT&T	08/24 FIRSTNET SVS 9391059143	2,041.87
40687	10/09/2024	FINANCE	PD Operations	AT&T	09/24 FIRSTNET SVS 9391020514	155.55
40687	10/09/2024	FINANCE	PD Operations	AT&T	09/24 FIRSTNET SVS 9391026409	30.83
40687	10/09/2024	FINANCE	PD Operations	AT&T	09/24 FIRSTNET SVS 9391026414	375.49
40687	10/09/2024	PD OPERATIONS	PD Operations	AT&T	08/24 FIRSTNET SVS 9391031578	156.74
40687	10/09/2024	PD OPERATIONS	PD Operations	AT&T	08/24 FIRSTNET SVS 9391031566	155.55
40687	10/09/2024	PD OPERATIONS	PD Operations	AT&T	09/24 FIRSTNET SVS 9391064552	286.21
40688	10/09/2024	FINANCE	PD Operations	AT&T	08/24 FIRSTNET SVS 9391026401	30.42
40689	10/09/2024	ENGINEERING	Engineering	AKEL ENGINEERING GROUP, INC.	ON-CALL TASK 1026-2024	4,049.50
40690	10/09/2024	HR/RISK MGT	PD Operations	ANAYA, CHRIS	TUITION REIMBURSEMENT	1,377.00
40691	10/09/2024	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	3,071.00
40692	10/09/2024	PARKS	Parks	BSN SPORTS	SOCCER GOAL POSTS	8,876.48
40692	10/09/2024	PARKS ADMINISTRA1	Sports Programs	BSN SPORTS	SOFTBALL BASES	798.86
40692	10/09/2024	PARKS ADMINISTRA1	Sports Programs	BSN SPORTS	BASKETBALL COURT PADDING	1,171.64
40693	10/09/2024	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	08/24 BLOOD ALCOHOL ANALYSIS	665.00
40693	10/09/2024	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 08/24	652.00
40693	10/09/2024	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	07/24 BLOOD ALCOHOL ANALYSIS	1,715.00
40694	10/09/2024	ENGINEERING	LTF - Streets	CA DEPARTMENT OF TRANSPORTATION	CAPM PROJECT - DOWNTOWN YOSEMIT	52,835.92
40695	10/09/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INS.	#E700482-3 FOR 09/26/2024 PAYROLL	888.13
40696	10/09/2024	FINANCE	COMPUTER MAINT	COMCAST	09/24 SERVICE 8155500320322006	366.77
40696	10/09/2024	FINANCE	PD Operations	COMCAST	9/24 SVS 8155500320092096	11.27
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	SPECIAL MAILER - SB1383	454.95
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	09/24 BILLING	2,743.11
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	SPECIAL MAILER	317.43
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	06/24 BILLING	2,088.26
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	07/24 BILLING	3,182.46
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	08/24 BILLING	3,246.27
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	ZONING DUE DATE CHANGES	4,373.46
40697	10/09/2024	FINANCE	UB - Garbage	DATAPROSE, LLC	APOLOGY LETTER	91.78
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	SPECIAL MAILER - SB1383	454.95
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	09/24 BILLING	2,743.12
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	SPECIAL MAILER	317.43
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	06/24 BILLING	2,088.26
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	07/24 BILLING	3,182.48
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	08/24 BILLING	3,246.27
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	ZONING DUE DATE CHANGES	4,373.47
40697	10/09/2024	FINANCE	UB - Sewer	DATAPROSE, LLC	APOLOGY LETTER	91.80
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	SPECIAL MAILER - SB1383	909.91

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	09/24 BILLING	5,486.24
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	SPECIAL MAILER	634.87
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	06/24 BILLING	4,176.53
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	07/24 BILLING	6,364.95
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	08/24 BILLING	6,492.54
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	ZONING DUE DATE CHANGES	8,746.93
40697	10/09/2024	FINANCE	UB - Water	DATAPROSE, LLC	APOLOGY LETTER	183.59
40698	10/09/2024	PARKS ADMINISTRA1	Special Events	CROWN SERVICES CO.	PORTABLE RESTROOM RENTAL	245.00
40699	10/09/2024	SEWER MTNC/OPER/	Sewer Mtnc/Operations	HAAKER EQUIPMENT CO.	VACTOR PARTS	1,652.49
40700	10/09/2024	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6037 - #6041	11,968.88
40701	10/09/2024	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 09/24	310.00
40702	10/09/2024	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2024 PROPERTY TAX APN - 013-220-005-000	513.96
40703	10/09/2024	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 09/24	8,679.68
40704	10/09/2024	FACILITIES	Facilities Maintenance	GREENSHINE NEW ENERGY INC	SOLAR STREET BATTERIES	4,742.12
40705	10/09/2024	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	19,220.87
40706	10/09/2024	PW ADMIN	Water Mtnc/Operations	STATE WATER RESOURCES CONTROL BOARI	CERTIFICATION RENEWAL D2 - SOLIS OSCAR	70.00
40707	10/09/2024	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	12,109.92
40708	10/09/2024	FACILITIES	Facilities Maintenance	TESCO CONTROLS, INC.	TRAFFIC SIGNAL BATTERIES	5,066.10
40709	10/09/2024	INFORMATION SERV	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER DISASTER RECOVERY SOFTWARE	15,961.97
40710	10/09/2024	ENGINEERING	Sewer New Req	BOND ENCROACH	REIMBURSEMENT - IVEYWOOD	3,833.00
40710	10/09/2024	ENGINEERING	Sewer SW Quad U/A	BOND ENCROACH	REIMBURSEMENT - IVEYWOOD	2,230.00
40710	10/09/2024	ENGINEERING	Storm Drain SE Quad U/A	BOND ENCROACH	REIMBURSEMENT - IVEYWOOD	80.00
40711	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10001093	143.56
40712	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924455	135.34
40713	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924174	160.64
40714	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9900265	65.39
40715	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000245	148.80
40716	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000913	268.61
40717	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918856	416.26
40718	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 1214002	684.76
40719	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926275	150.00
40720	10/09/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924135	134.12
40721	10/16/2024	ENGINEERING	Sewer Capital Outlay	SAK CONSTRUCTION, LLC	AVE 13 SEWER INTERCEPTOR REHABILITATION SS-14	1,368,287.80
40722	10/16/2024	CITY ADMIN	Central Admin	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES	16,000.00
40723	10/16/2024	PW ADMIN	Water Quality Control	BARKER, JEFFREY	PER DIEM - WATER DISTRIBUTION REVIEW CLASSES	299.00
40724	10/16/2024	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 08/16/24-08/31/24	868.54
40724	10/16/2024	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 09/01/24-09/15/24	709.42
40724	10/16/2024	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 09/16/24-09/30/24	743.66
40724	10/16/2024	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	5,528.33
40725	10/16/2024	PW ADMIN	AIRPORT OPS	EARTH & WATER LAW LLC	LEGAL SERVICES FOR SWPP FY 22/23	4,950.00
40725	10/16/2024	PW ADMIN	AIRPORT OPS	EARTH & WATER LAW LLC	LEGAL SERVICES FOR SWPP FY 23/24	4,950.00
40726	10/16/2024	INFORMATION SERV	COMPUTER MAINT	HP INC.	REPLACEMENT COMPUTE	34,419.22
40727	10/16/2024	FACILITIES	Fire	BAGLEY ENTERPRISES, INC	GAS (FUEL) SYSTEM METER	1,588.78
40728	10/16/2024	PW ADMIN	AIRPORT OPS	CAL STATE ASPHALT SPECIALIST	ASPHALT PAVING	4,200.00
40729	10/16/2024	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	73.62
40729	10/16/2024	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	90.74
40729	10/16/2024	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	41.95
40729	10/16/2024	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	270.63
40729	10/16/2024	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	414.60
40729	10/16/2024	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	74.43
40729	10/16/2024	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	167.79
40729	10/16/2024	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	81.19
40729	10/16/2024	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	41.14
40729	10/16/2024	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	41.14
40729	10/16/2024	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	41.95
40729	10/16/2024	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	41.95
40729	10/16/2024	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	41.14
40729	10/16/2024	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	113.66
40729	10/16/2024	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	189.19
40729	10/16/2024	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	MPD COPIER 09/24	478.66
40729	10/16/2024	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER LEASE 09/24	235.93
40730	10/16/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA.	PRE-EMPLOYMENT SERVICES	683.00
40731	10/16/2024	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 06/24	87.50
40731	10/16/2024	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 08/24	87.50
40731	10/16/2024	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 06/24	21.88
40731	10/16/2024	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 08/24	21.88
40731	10/16/2024	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 06/24	21.88
40731	10/16/2024	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 08/24	21.88
40731	10/16/2024	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 06/24	43.74
40731	10/16/2024	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES 08/24	43.74
40732	10/16/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
40732	10/16/2024	PARKS ADMINISTRA1	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	36.00
40732	10/16/2024	PARKS ADMINISTRA1	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - JWYC	884.50
40733	10/16/2024	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEE - POST SUPERVISOR	299.00
40733	10/16/2024	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	4,100.00
40734	10/16/2024	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	09/24 POWER SWEEPING	402.50
40734	10/16/2024	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	09/24 POWER SWEEPING	402.50
40735	10/16/2024	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNA BOARD	3,036.41
40736	10/16/2024	ENGINEERING	Water Capital Outlay	KRAZAN & ASSOCIATES, INC.	SITE ASSESSMENT	2,615.00
40737	10/16/2024	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6037 - #6041	5,295.90
40738	10/16/2024	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES LEGAL SERVICES	176.00
40739	10/16/2024	PARKS ADMINISTRA1	Aquatics Programs	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	2,048.81

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40740	10/16/2024	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9912433	100.00
40740	10/16/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9920082	200.00
40740	10/16/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9891048	200.00
40740	10/16/2024	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9923091	200.00
40740	10/16/2024	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 1057086	200.00
40740	10/16/2024	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 7783016	200.00
40741	10/16/2024	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES PAID 08/24	66.00
40742	10/16/2024	ENGINEERING	Engineering	MADERA TRIBUNE	PUBLIC HEARING NOTICE	325.00
40742	10/16/2024	GRANTS	CDBG ADMIN	MADERA TRIBUNE	PUBLIC NOTICE - COMMENT 2023 CAPER	351.00
40742	10/16/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	RECRUITMENT AD	34.20
40743	10/16/2024	PD OPERATIONS	SUPP LAW ENF	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	2,966.05
40743	10/16/2024	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	1,053.80
40744	10/16/2024	ENGINEERING	LTF - Streets	NICHOLS CONSULTING ENGINEERS, CHTD.	ENGINEERING CONSULTING SVS	30,600.00
40745	10/16/2024	PD OPERATIONS	MEAS K - PD	OCCU-MED, LTD.	EXAM SERVICES	1,636.00
40746	10/16/2024	PARKS	Prop 68 Grant	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARK	5,200.75
40746	10/16/2024	PARKS ADMINISTRA1	Special Legislative Grant	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	1,917.84
40747	10/16/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3819620697-3	150.99
40747	10/16/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/24 SERVICE 8126770647-1	145.92
40747	10/16/2024	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	09/24 SERVICE 8307681856-2	1,318.19
40747	10/16/2024	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	09/24 SERVICE 2000655655-7	2,984.32
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 6690755760-8	121.50
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 1619119913-8	132.45
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 7949615676-5	21.73
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 8178280304-3	225.47
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3352588453-3	176.78
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 7928098441-4	60.63
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3499945233-6	130.71
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 4318089701-9	23.21
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 5237156686-1	44.62
40747	10/16/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 1013877191-9	67.40
40747	10/16/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	09/24 SERVICE 2173157566-4	3,357.65
40747	10/16/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3642526071-2	78.74
40747	10/16/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9651992016-7	211.24
40747	10/16/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9172110863-6	29,476.60
40747	10/16/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9109225160-1	727.09
40747	10/16/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	09/24 SERVICE 1902328695-8	24.64
40748	10/16/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	09/24 SERVICE 8788837242-9	8.18
40748	10/16/2024	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	09/24 SERVICE 0443905948-8	13.66
40749	10/16/2024	PD OPERATIONS	Code Enforcement	PECK'S PRINTERY	PD - 3 PART NCR FORMS	820.54
40749	10/16/2024	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - ENVELOPES	210.55
40750	10/16/2024	FINANCE	Finance	PHOENIX GROUP INFO SYS	CITATIONS 08/24	232.26
40750	10/16/2024	FINANCE	Parking Dist Operation	PHOENIX GROUP INFO SYS	CITATIONS 08/24	44.24
40751	10/16/2024	ENGINEERING	LTF - Streets	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL DESIGN SVS	4,171.60
40751	10/16/2024	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEMENT	4,351.20
40751	10/16/2024	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	1,286.60
40752	10/16/2024	ENGINEERING	Engineering	SPARKLETTS	ENG - DRINKING WATER	129.86
40752	10/16/2024	WWTP	WWTP	SPARKLETTS	WWTP - LAB & DRINKING WATER	184.50
40753	10/16/2024	WWTP	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	1,578.00
40754	10/16/2024	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
40755	10/16/2024	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	08/24 LAWN SERVICES	500.00
40756	10/16/2024	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	104.12
40756	10/16/2024	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	38.01
40756	10/16/2024	FINANCE	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	52.06
40756	10/16/2024	FINANCE	Fire	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	152.04
40756	10/16/2024	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	1.70
40756	10/16/2024	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	38.01
40756	10/16/2024	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	1.70
40756	10/16/2024	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	52.06
40756	10/16/2024	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	13.85
40756	10/16/2024	FINANCE	Sewer Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	1.70
40756	10/16/2024	FINANCE	Street Cleaning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	1.70
40756	10/16/2024	FINANCE	Water Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	72.58
40756	10/16/2024	FINANCE	Water Quality Control	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	38.01
40756	10/16/2024	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	24.08
40756	10/16/2024	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/24-09/10/24	494.13
40757	10/16/2024	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	7-11 PLAN REVIEW	1,831.25
40757	10/16/2024	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	KING HUSSEIN SCHOOL DEVELOPMENT PLAN CHECK	3,653.75
40758	10/16/2024	FINANCE	Parking Dist Operation	OVERPAYMENTS	OVERPAYMENT PK - 11051	3.00
40759	10/16/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9921444	2,646.00
40760	10/16/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	200.00
40760	10/16/2024	PARKS ADMINISTRA1	Parks Administration	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	30.00
40761	10/16/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40761	10/16/2024	PARKS ADMINISTRA1	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40762	10/16/2024	PARKS ADMINISTRA1	General Trust Fund	OTP- PARKS REFUNDS	REIMBURSE CANCELLED EVENT - LTC PAVILLION	50.00
40762	10/16/2024	PARKS ADMINISTRA1	Parks	OTP- PARKS REFUNDS	REIMBURSE CANCELLED EVENT - LTC PAVILLION	115.00
40763	10/16/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922635	245.61
40764	10/16/2024	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND - 10000683-554165	18.70
40765	10/16/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9907760	350.67
40766	10/16/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9909171	440.50
40767	10/16/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9909762	112.19
40768	10/16/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7060282	833.09
40769	10/16/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9900453	260.72

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40770	10/16/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000906	135.61
40771	10/18/2024	ENGINEERING	Engineering	DAVID J. BOYLE	ENG - FRONT COUNTER REMODEL PROJECT	2,759.80
40772	10/18/2024	PW ADMIN	Facilities Maintenance	MEDINA, MATIAZ	PER DIEM - EDI TRAFFIC MONITOR TRAINING	161.00
40773	10/18/2024	ENGINEERING	Water Capital Outlay	U.S. BUREAU OF RECLAMATION	WATER STORAGE TANK PROJECT W-T-0001	100.00
554	09/24/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/24/2024	568.91
555	10/01/2024	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	2,059.83
555	10/01/2024	PURCHASING	Animal Control	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	160.73
555	10/01/2024	PURCHASING	Aquatics Programs	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	1,934.46
555	10/01/2024	PURCHASING	Building	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	7,887.58
555	10/01/2024	PURCHASING	CDBG Public Improvement	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	805.38
555	10/01/2024	PURCHASING	CDBG Public Services	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	2,681.97
555	10/01/2024	PURCHASING	Central Admin	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	1,906.55
555	10/01/2024	PURCHASING	City Council	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	109.82
555	10/01/2024	PURCHASING	Code Enforcement	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	29.99
555	10/01/2024	PURCHASING	Comm & Rec Centers	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	3,702.38
555	10/01/2024	PURCHASING	Community Promo	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	1,722.49
555	10/01/2024	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	6,322.56
555	10/01/2024	PURCHASING	Engineering	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	1,667.30
555	10/01/2024	PURCHASING	Facilities Maintenance	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	2,136.09
555	10/01/2024	PURCHASING	Finance	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	531.43
555	10/01/2024	PURCHASING	Fire	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	10,021.30
555	10/01/2024	PURCHASING	Fleet Maintenance	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	12,045.91
555	10/01/2024	PURCHASING	General Fund	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	14,241.37
555	10/01/2024	PURCHASING	General Trust Fund	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	40.99
555	10/01/2024	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	332.76
555	10/01/2024	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	1,345.05
555	10/01/2024	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	442.00
555	10/01/2024	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	5,835.56
555	10/01/2024	PURCHASING	Parks	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	15,853.42
555	10/01/2024	PURCHASING	Parks Administration	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	359.99
555	10/01/2024	PURCHASING	Planning	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	2,190.31
555	10/01/2024	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	23,002.36
555	10/01/2024	PURCHASING	Recreation	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	4,742.77
555	10/01/2024	PURCHASING	Sewer Mtnc/Operations	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	1,807.65
555	10/01/2024	PURCHASING	Sports Programs	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	650.34
555	10/01/2024	PURCHASING	Sr Citizen Community Servi	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	1,216.56
555	10/01/2024	PURCHASING	Street Cleaning	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	276.50
555	10/01/2024	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	11,121.47
555	10/01/2024	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	4,309.01
555	10/01/2024	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	2,265.03
555	10/01/2024	PURCHASING	UB - Garbage	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	56.80
555	10/01/2024	PURCHASING	UB - Sewer	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	56.80
555	10/01/2024	PURCHASING	UB - Water	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	113.59
555	10/01/2024	PURCHASING	Water Mtnc/Operations	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	20,880.43
555	10/01/2024	PURCHASING	Water Quality Control	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	2,856.76
555	10/01/2024	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	11,362.81
555	10/01/2024	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	2,147.33
555	10/01/2024	PURCHASING	Purchasing	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	3,205.07
555	10/01/2024	PURCHASING	Sewer Capital Outlay	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	859.07
555	10/01/2024	PURCHASING	Special Events	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	7,252.79
555	10/01/2024	PURCHASING	PD Operations	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	6,219.72
555	10/01/2024	PURCHASING	CCLP Grant	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 07/24	234.22
556	10/01/2024	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	2,236.04
556	10/01/2024	PURCHASING	Aquatics Programs	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	581.22
556	10/01/2024	PURCHASING	Building	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	2,610.00
556	10/01/2024	PURCHASING	CDBG Public Improvement	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	3,175.74
556	10/01/2024	PURCHASING	CDBG Public Services	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	1,864.18
556	10/01/2024	PURCHASING	Central Admin	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	68.99
556	10/01/2024	PURCHASING	City Clerk's Office	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	18.17
556	10/01/2024	PURCHASING	City Council	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	477.18
556	10/01/2024	PURCHASING	Code Enforcement	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	429.99
556	10/01/2024	PURCHASING	Comm & Rec Centers	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	788.18
556	10/01/2024	PURCHASING	Community Promo	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	2,212.50
556	10/01/2024	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	1,504.89
556	10/01/2024	PURCHASING	Engineering	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	167.89
556	10/01/2024	PURCHASING	Facilities Maintenance	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	5,084.89
556	10/01/2024	PURCHASING	Finance	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	3,262.25
556	10/01/2024	PURCHASING	Fire	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	10,878.75
556	10/01/2024	PURCHASING	Fleet Maintenance	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	16,424.68
556	10/01/2024	PURCHASING	General Fund	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	14,854.53
556	10/01/2024	PURCHASING	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	44.84
556	10/01/2024	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	431.59
556	10/01/2024	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	4,712.10
556	10/01/2024	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	1,731.94
556	10/01/2024	PURCHASING	LMD Services	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	1,444.32
556	10/01/2024	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	4,895.52
556	10/01/2024	PURCHASING	Parks	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	11,048.57
556	10/01/2024	PURCHASING	Parks Administration	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	119.74
556	10/01/2024	PURCHASING	Planning	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	812.50
556	10/01/2024	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	11,453.14
556	10/01/2024	PURCHASING	Recreation	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	531.26
556	10/01/2024	PURCHASING	Sewer Mtnc/Operations	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	2,435.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
556	10/01/2024	PURCHASING	SOLID WASTE	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	220.53
556	10/01/2024	PURCHASING	Sports Programs	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	300.63
556	10/01/2024	PURCHASING	Sr Citizen Community Servi	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	9.00
556	10/01/2024	PURCHASING	Street Cleaning	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	732.05
556	10/01/2024	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	187.94
556	10/01/2024	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	7,412.37
556	10/01/2024	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	1,748.20
556	10/01/2024	PURCHASING	Water Capital Outlay	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	11.16
556	10/01/2024	PURCHASING	Water Mtnc/Operations	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	9,871.47
556	10/01/2024	PURCHASING	Water Quality Control	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	6,341.53
556	10/01/2024	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	13,656.55
556	10/01/2024	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	766.98
556	10/01/2024	PURCHASING	Special Events	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	2,790.91
556	10/01/2024	PURCHASING	PD Operations	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	6,064.78
556	10/01/2024	PURCHASING	Computer Replacement	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	35.66
556	10/01/2024	PURCHASING	MCDPH Agreements	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	3,742.97
556	10/01/2024	PURCHASING	CalHOME DAP	US BANK CORPORATE PAYMENT SYS.	CALCARD CHARGES 08/24	15.50
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 5,774,291.04**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the September 18, 2024, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met on October 8, 2024, and approved eligibility lists for the following positions:

- Public Works Equipment Operator
- Water System Technician
- Water System Worker I

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
Daniel Melendez	Public Works Maintenance Worker II	Public Works, Streets	FT	9/23/24
Matthew Diaz	Police Officer Trainee	Police	FT	9/26/24

Table 1. *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Annette Salazar	Utility Billing Supervisor	Finance	FT	10/7/24
Sonia Haro	Park Aide	Parks & Community Services	PT	10/7/24

*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
Jason LaPlant	Parks Worker III	Parks Worker II	9/21/24
Jesus Vazquez-Sotelo	Combination Building Inspector	Plans Examiner	10/7/24

The following employees separated from employment since our last report.

Table 3. *Separations*				
Name	Position	Department	Status*	Effective Date
Richard Seaton	Combination Building Inspector	Community Development, Building	RA	7/31/24
Robert Johnson	Lead Electrician	Public Works, Facilities	FT	8/23/24
Sandra Ovedo	Public Safety Dispatcher	Police	FT	9/19/24
Tara Maggiore	Records Clerk	Police	FT	9/20/24
Charles Bravo	Police Officer II	Police	FT	9/30/24

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-4

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council with a monthly update on expenditures related to contract City Attorney services and specialized legal representation for various litigation matters.

DISCUSSION:

This report outlines charges paid for services performed by the City's contract City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for July and August 2024, as well as tracking of the Fiscal Year (FY) 2024/25 invoices received through a FY 2024/25 Year-to-Date (YTD) column.

Should the Council desire additional information or modifications to the format in future iterations of this report, please advise accordingly.

Firm: Aleshire & Wynder, LLP (City Attorney Services and Litigation)
Billing Periods: July 2024 and August 2024

Matter	*Charges*		
	July 2024	August 2024	FY 2024/2025 (YTD)
General Legal Review/Advice	$1,621.50	$3,234.00	$4,855.50
City Clerk	$796.77	$1,484.00	$2,280.77

Attendance at Council Meetings & Requests for Information/Research	$3,651.00	$4,258.00	$7,909.00
City Manager	$79.50	$1,881.50	$1,961.00
Review and Advice on Agreements	$0	$0.00	$0
Public Records Act Matters	$0	$0	$0
City Real Property	$0	$768.50	$768.50
Planning & Planning Commission	$265.00	$954.00	$1,219.00
Finance	$116.00	$1,044.00	$1,160.00
Successor Agency	$0	$0	$0
Public Works/Engineering	$1,272.00	$4,240.00	$5,512.00
Airports	$212.00	$556.50	$768.50
Grand Jury	$0	$0	$0
Personnel/Payroll	$0	$0	$0
Municipal Code Enforcement	$208.00	$212.00	$420.00
Police Department - General	$954.00	$1,703.50	$2,657.50
Parks	$503.50	$159.00	$662.50
Water	$2,888.50	$53.00	$2,941.50
Wastewater	$132.50	$106.00	$238.50
Economic Development	$0	$0	$0
Ordinances	$0	$0	$0
Special Projects	$0	$0	$0
Housing	$0	$0	$0
Cannabis	$0	$0	$0
Total Advisory Services	$12,700.27	$20,654.00	$33,354.27
Litigation Services			
Total Litigation Services	$3,796.34	$5,684.97	$9,481.31
Discounted Hours	$0	$0	$0
Travel/Lodging Expenses	$0	$0	$0
Shipping	$0	$0	$0
Process Server (Transcripts to Superior Court	$0	$0	$0
Total Advisory & Litigation Services	**$16,496.61**	**$26,338.97**	**$42,835.58**

FINANCIAL IMPACT:

For FY 2024/25, expenditures for invoices related to legal fees total $42,835.58. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

Legal Invoices FY 2024/25 YTD	
City Attorney Advisory Services	
Aleshire and Wynder	$33,354.27

Litigation Services (Including discounted hours, travel & shipping)	
Aleshire and Wynder	$9,481.31
Total City Attorney and Litigation Services Year-End	**$42,835.58**

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-5

SUBJECT:

Resolution Supporting Proposition 4, The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024

RECOMMENDATION:

Staff recommends that Council review the details of Proposition 4, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, and consider adopting a resolution in support of this measure

Background:

The California Legislature passed Senate Bill (SB) 867 (Allen), a bill to enact a climate bond measure, which is now set to appear before voters on the November 2024 ballot as Proposition 4, The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024. Following engagement from a range of environmental and other interest groups as well as the water community, the Legislature passed SB 867, a $10 billion bond package focused on water resilience, wildfire, sea level rise, nature-based solutions, clean air, outdoor recreation, agriculture and extreme heat mitigation. This bond is intended to provide funding for projects across the state aimed at mitigating climate-related risks, improving infrastructure and protecting Natural Resources. Madera, as a disadvantaged community, may be eligible for funding under multiple provisions of this bond, and therefore supports its passage in order to secure potential funding opportunities in the future.

DISCUSSION:

The primary focus of Proposition 4 is to address California's ongoing climate challenges, including the impacts of drought, wildfires, and flood risks, while promoting clean air and water security. The measure is designed to provide financial assistance to public agencies, nonprofit organizations, and other eligible entities to implement various climate resilience projects. Key aspects of the bond include:

Proposition 4 allocates $10 billion for various statewide projects under four primary categories:

1. **Safe Drinking Water & Drought Preparedness:**
    - **Funding:** $3.8 billion
    - **Projects:** Projects to ensure safe, clean drinking water, increase water storage capacity, improve groundwater management, and enhance drought resilience.
    - **Relevance to Madera:** The City of Madera faces water challenges, including potential contamination of groundwater and the need for better drought management. Funding from this proposition could support local efforts under the Sustainable Groundwater Management Act (SGMA) to improve groundwater storage and reliability.
2. **Wildfire Prevention & Preparedness:**
    - **Funding:** $2.5 billion
    - **Projects:** Resources would be allocated to reduce the risk of wildfires, improve forest management, and ensure communities are prepared for wildfire emergencies.
    - **Relevance to Madera:** Although not in a heavily forested area, Madera faces the threat of wildfires, especially in surrounding regions. These funds could provide the City with the opportunity to create firebreaks and adopt more resilient infrastructure.
3. **Flood Management & Water Conservation:**
    - **Funding:** $1.4 billion
    - **Projects:** Investments would be made in flood protection infrastructure, stormwater management, and water conservation efforts.
    - **Relevance to Madera:** The Central Valley is vulnerable to flooding, especially as climate change intensifies weather patterns. These funds could help Madera address flood risks and implement water conservation measures critical for both agriculture and urban use.
4. **Clean Air and Climate Resilience:**
    - **Funding:** $2.3 billion
    - **Projects:** These funds are allocated for improving air quality, especially in disadvantaged regions, and supporting projects that enhance climate resilience.
    - **Relevance to Madera:** Madera experiences poor air quality due to agricultural activities and wildfires. Proposition 4 could provide funding for projects that help reduce air pollution and support clean energy initiatives, improving the overall air quality for residents.

Potential funding opportunities for the City can include, but are not limited to:

1. **Recreational Spaces and Parks:**
    - Recreational Opportunities ($300 million): This includes adding new trails, parking areas, and other amenities to expand recreational opportunities at parks.
    - Local Community Grants ($200 million): Grants will be provided to local communities to build new parks or renovate existing ones.

2. **Extreme Heat Preparedness Funding Opportunities**
    - Community Protection ($200 million): Activities include adding trees and greenspaces to protect communities from extreme heat.
    - Heatwave and Disaster Shelters ($100 million): Funds will support places for people to go during heatwaves or disasters.
    - Environmental Benefits Grants ($150 million): Grants will be provided to local communities for activities that offer environmental benefits, such as reducing air pollution.
3. **Drought Preparedness:**
    - Enhance groundwater storage, improving groundwater management
    - Support Madera's compliance with the Sustainable Groundwater Management Act (SGMA)
    - Reduce water usage and improve water efficiency

Proposition 4 represents a comprehensive, multi-faceted approach to addressing climate-related challenges in California. By supporting this measure, the City can demonstrate its commitment to applying for state resources for critical projects that enhance local resilience to climate change impacts, improve water security, and promote environmental sustainability.

FINANCIAL IMPACT:

There is no immediate financial impact on the City from endorsing Proposition 4. However, the passage of the proposition could lead to future financial benefits for the City through access to state grants and technical assistance for infrastructure and environmental projects. Madera's designation as a disadvantaged community may increase its chances of receiving priority funding for local projects related to water security, climate resilience, and wildfire prevention.

ALTERNATIVES:

The City Council may opt to not support the passage of Resolution in support of Proposition 4 or request additional information on Proposition 4.

ATTACHMENTS:

1. Resolution in Support of Proposition 4
2. League of California Cities, A Guide to Proposition 4: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024

RESOLUTION NO. 24-_____

A RESOLUTION AFFIRMING THE CITY OF MADERA'S SUPPORT FOR PROPOSITION 4: THE SAFE DRINKING WATER, WILDLIFE PREVENTION, DROUGHT PREPAREDNESS, AND CLEAN AIR BOND ACT OF 2024

WHEREAS California faces devastating wildfires, vulnerable drinking water supplies, extreme summer heat, and other major threats from a changing climate; and,

WHEREAS California cities are at the forefront of these climate challenges impacting community health, safety, and infrastructure; and,

WHEREAS Recent California wildfires have burned two million acres, released toxic smoke into our air, and polluted drinking water supplies, with wildfires between 2008-2018 causing up to $456 billion in damages across California; and

WHEREAS Extreme heat took the lives of several hundred Californians, led to thousands of hospitalizations and emergency room visits, and caused $7.7 billion worth of economic damages between 2013-2022; and,

WHEREAS Climate resiliency and disaster preparedness are among Cal Cities' and its memberships' top advocacy priorities for 2024; and,

WHEREAS Cal Cities and its member cities, including the City of Madera, advocate for necessary resources to improve community and infrastructure resiliency; and,

WHEREAS The $10 billion of investments included in Proposition 4 aim to help communities avoid and recover from the impacts of wildfire, flood, drought, extreme heat, or other climate-related events, as well as to help restore and protect natural systems experiencing such impacts; and,

WHEREAS the City of Madera is witnessing the impacts of a changing climate on nature and California communities and the result of investing in smart planning and action to better manage forests to reduce the risk of fires or to restore lands along rivers that can absorb floodwaters is proven to pay off, with a recent study finding that for every dollar invested to reduce our risk from disasters before they occur, we save roughly seven dollars in emergency response and clean-up.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Madera, California supports Proposition 4 on the November 2024 ballot to prevent devastating wildfires and smoke; provide safe, reliable drinking water and boost water supplies for all; protect California's iconic forests, mountains, rivers, and coasts; and ensure all Californians have access to clean water and healthy, resilient communities.

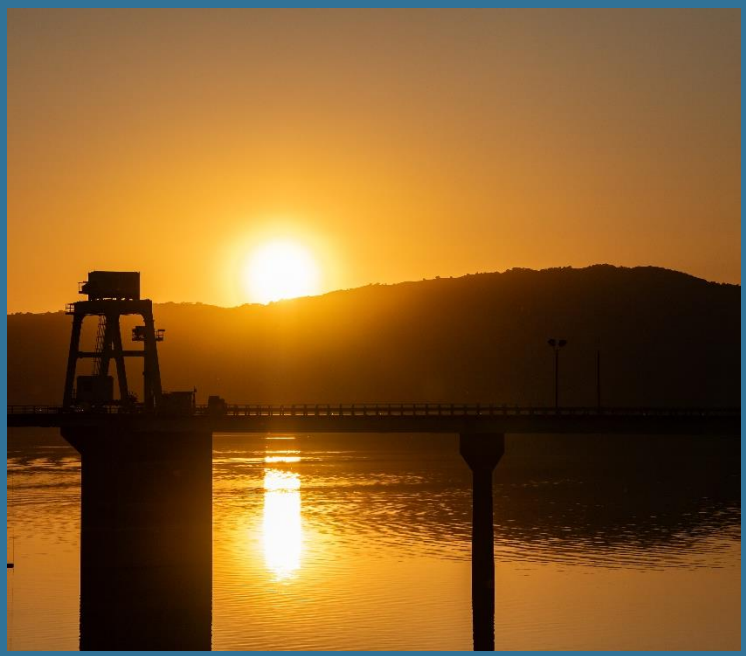
Adopted on this _____ day of the month of _____ in 2024.

LEAGUE OF CALIFORNIA CITIES

A Guide to Proposition 4:

The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024







Published: August 2024

Disclaimer

The following guide is an online resource for cities to understand and navigate the various funding programs included in Proposition 4 – the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024. Proposition 4 qualified for the November 2024 ballot when the Legislature approved SB 867 (Allen) on July 3, 2024. Proposition 4 is a comprehensive $10 billion climate, water, and natural resources bond.

This guide will walk city officials and staff, as well as their constituency, through key provisions and the eight funding chapters included in Proposition 4. This resource does not include all funding program information or funding criteria. Please use the included hyperlinks to navigate to the respective funding program websites for additional information, where available.

The League of California Cities prepared this guide after the Cal Cities Board of Directors took a support position on Proposition 4. For additional questions, please contact Environmental Quality Legislative Affairs Lobbyist Melissa Sparks-Kranz.

Proposition 4 Chapters

1. Overview 4
2. Safe Drinking Water, Drought, Flood, and Water Resilience Chapter 5
3. Wildfire and Forest Resilience Chapter 10
4. Coastal Resilience Chapter 13
5. Extreme Heat Mitigation Chapter 16
6. Protect Biodiversity and Accelerating Nature-Based Climate Solutions Chapter 18
7. Climate Smart, Sustainable, and Resilient Farms, Ranches, and Working Lands Chapter 20
8. Park Creation and Outdoor Access Chapter 23
9. Clean Air Chapter 25

Acronyms in this Guide

CDCSD – California Department of Community Services and Development
CDFA – California Department of Food and Agriculture
CDFW – California Department of Fish and Wildlife
CEC – State Energy Resources Conservation and Development Commission
CNRA – California Natural Resources Agency
CWC – California Water Commission
CalFire – California Department of Forestry and Fire Protection
DAC – Disadvantaged Communities
DOC – California Department of Conservation
DOE – Department of Education
DPR – California Department of Parks and Recreation
DWR – California Department of Water Resources
OES – Office of Emergency Services
OPR – Office of Planning and Research
SDAC – Severely Disadvantaged Communities
SGC – Strategic Growth Council
SGMA – Sustainable Groundwater Management Act
SWRCB – State Water Resources Control Board
WCB – Wildlife Conservation Board

1. Overview

Proposition 4 –– the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 –– includes $10 billion to comprehensively address the varied climate impacts and challenges facing California's current communities and future generations. The investments included in Proposition 4 aim to help communities avoid and recover from the impacts of wildfire, flood, drought, extreme heat, or other climate-related events, as well as to help restore and protect natural systems experiencing such impacts.

The following are general provisions included in Proposition 4 (beginning with Public Resources Code 90000):

- State agencies administering funding shall give priority to projects that **leverage private, federal, and local funding** or produce the **greatest public benefit**.
- State agencies administering funding may provide **advanced payments** in the amount of 25% to the recipient of grant-awarded projects to initiate the project in a timely manner.
- The Secretary of the Natural Resources Agency shall publish **a list of all program and project expenditures** not less than annually, in written form, and shall post an electronic form of the list on the agency's internet website in a downloadable spreadsheet format.
- An **eligible applicant** is a public agency, local agency, nonprofit organization, special district, joint powers authority, tribe, public utility, local publicly owned utility, or mutual water company.
- At least 40% of the total funds shall be allocated for projects that provide **meaningful and direct benefits to vulnerable populations or disadvantaged communities (DAC)**. At least 10% of the total funds shall be allocated for projects that provide meaningful and direct benefits to **severely disadvantaged communities (SDAC)**.
- A project whose application includes the use of services of the **California Conservation Corps** or **certified community conservation corps**, as defined in Public Resources Code Section 14507.5, shall be given preference as a grant receipt to the extent feasible.
- Up to 10% of the funds available in each chapter may be allocated for **technical assistance** to disadvantaged communities, severely disadvantaged communities, or vulnerable populations. Funds used for providing technical assistance may exceed 10%, if the state agency administering the funding determines that there is a need for the additional funding.

2. Safe Drinking Water, Drought, Flood, and Water Resilience Chapter



The water chapter includes a total of $3.8 billion for safe drinking water, drought protection, flood protection, and water resilience (beginning with Public Resources Code Section 91000).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Water Resilience Portfolio, California's Water Supply Strategy, the Central Valley Flood Protection Plan (CVFPP), and the Sustainable Groundwater Management Act (SGMA).

Clean, Safe, and Reliable Drinking Water

- Total Amount: $610 million
- Funding Type: Grants and loans (SWRCB)
- Webpage: SWRCB Grants and Loans Financial Assistance
- Purpose: To improve water quality, or provide clean, safe, and reliable drinking water, including projects that monitor and remediate perfluoroalkyl and polyfluoroalkyl substances; increase the affordability of safe drinking water, prevent, reduce, or treat groundwater contamination; water or wastewater system service extension or consolidation; address hexavalent chromium in drinking water, water shortage contingency plan projects or county wide drought projects; and Tribal drinking water infrastructure projects.

Groundwater Sustainability

- Total Amount: $386 million ($386,250,000)
- Funding Type: Project funding (DWR)
- Webpage: DWR Grants and Loans Financial Assistance
- Purpose: $193,125,000 is for projects that increase groundwater storage, improve the management and operations of groundwater storage, or for groundwater banking, and support the implementation of SGMA; and $193,125,000 is for conjunctive use and groundwater recharge projects.

Multi-Benefit Land Repurposing

- Total Amount: $200 million
- Funding Type: Project funding (DOC)
- Webpage: Multibenefit Land Repurposing Program
- Purpose: For groundwater sustainability projects that reduce groundwater use and repurpose irrigated agricultural land, provide wildlife habitat, improve drought resilience or flood management, or support the implementation of SGMA.

Water Reuse and Recycling

- Total Amount: $386 million ($386,250,000)
- Funding Type: Grants and projects (SWRCB)
- Webpage: SWRCB Water Recycling Funding Program
- Purpose: For treatment, storage, conveyance, and distribution facilities for potable and non-potable recycling projects; dedicated distribution infrastructure to serve residential, commercial, agricultural, and industrial end user retrofit projects to allow the use of recycled water; and multiple-benefit recycled water projects that improve water quality. At least 50% local cost share is required for projects funded. Local cost sharing may be suspended or reduced for DAC or SDAC.

Water Storage

- Total Amount: $75 million
- Funding Type: Directed project funding (CWC)
- Webpage: Water Storage Investment Program (WISP)
- Purpose: For the timely completion of existing approved projects under WISP as supplemental grants to reflect the increase in costs due to inflation since the original grant applications and any increase in public benefits.

Brackish Desalination

- Total Amount: $62.5 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For capital investments in brackish desalination, contaminant and salt removal, and salinity management projects to improve California water and drought resilience; Priority shall be given to projects that use new incremental eligible renewable energy resources during operation and reduce greenhouse gas emissions associated with their construction and operation.

Water Data Management

- Total Amount: $15 million
- Funding Type: Funding to DWR and SWRCB, upon appropriation by the Legislature
- Purpose: To improve water data management and to reactivate existing stream gages and deploy new gages.

Regional Water Conveyance

- Total Amount: $75 million
- Funding Type: Competitive grants (CNRA and DWR)
- Purpose: For regional conveyance projects or repairs to existing conveyances.

Water Conservation

- Total Amount: $75 million
- Funding Type: Project funding (DWR)
- Webpage: DWR Grants and Loans Financial Assistance
- Purpose: For projects that increase water conservation in agricultural and urban areas.

Flood Management

- Total Amount: $550 million
- Funding Type: Project funding (CNRA, and its departments, boards, and conservancies)
- Purpose: For flood management projects. Priority will be given to projects designed and implemented to achieve both flood safety and ecosystem functions, along with additional benefits. At least 40% shall benefit DACs, SDACs, or vulnerable populations. Of the funds available, $150 million is for projects in the Sacramento-San Joaquin Delta to improve existing levees to increase flood protection and improve climate resiliency, $150 million is for projects that implement the Flood Control Subventions Program, and $250 million is for projects related to the systemwide evaluation, repair, rehabilitation, reconstruction, expansion, or replacement of levees, weirs, bypasses, and facilitates of the State Plan of Flood Control.

Dam Safety and Reservoir Operations

- Total Amount: $480 million
- Funding Type: Competitive grants(DWR)
- Webpage: DWR Dam Safety and Climate Resilience Local Assistance
- Purpose: For projects that enhance dam safety and reservoir operations and protect public benefits.

Multi-Benefit Urban Stormwater Management

- Total Amount: $110 million
- Funding Type: Grant funding (SWRCB)
- Webpage: SWRCB Stormwater Grant Program
- Purpose: For multi-benefit urban stormwater management projects that address flooding in urbanized areas, with preference given to natural infrastructure projects, stormwater capture and reuse, planning and implementation of low-impact development, restoration of urban streams and watersheds, debris flow mitigation, and increasing permeable surfaces to help reduce flooding.

Integrated Regional Water Management (IRWM)

- Total Amount: $100 million
- Funding Type: Grant funding (DWR)
- Webpage: DWR IRWM Program
- Purpose: For projects related to integrated regional water management to improve climate resilience on a watershed basis and to address impacts associated with climate risk.

Watershed Restoration

- Total Amount: $335 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For projects that protect and restore rivers, wetlands, streams, lakes, and watersheds as well as improve the resilience of fish and wildlife, where projects are required to improve climate resilience, water supplies or water quality. Preference shall be given to natural infrastructure projects. Funds shall be made available for the following:
  - $40 million – for projects that improve climate resiliency or protection of Los Angeles River Watershed or are consistent with the Lower Los Angeles River Revitalization Plan.
  - $40 million – for projects that improve climate resiliency or protection of the Los Angeles River Watershed and are part of the revitalization plan developed by the Upper Los Angeles River and Tributaries Working Group or the Los Angeles River Master Plan.
  - $50 million – shall be available to DWR's Riverine Stewardship Program.
  - $25 million – shall be available to the State Coastal Conservancy for the Santa Ana River Conservancy Program.
  - $25 million – for multiple-benefit urban stream and river projects under DWR's Urban Streams Restoration Program.
  - $25 million – to CNRA for projects that improve conditions on wildlife refuges and wetland habitat areas, including projects that acquire willing sellers and water conveyance rights of the federal Central Valley Project Improvement Act and the Lower Klamath National Wildlife Refuge.
  - $10 million – shall be available to the Wildlife Conservation Board for the Lower American River Conservancy Program.
  - $25 million – shall be available to the State Coastal Conservancy to protect and restore watersheds through the Coyote Valley Conservation Program in the County of Santa Clara.
  - $25 million – shall be available to the State Coastal Conservancy to protect and restore watersheds through the West Coyote Hills Program.
  - $50 million – for SWRCB loans or grants that will address water quality problems arising in the California-Mexico cross-border rivers and coastal waters in the Tijuana River Valley Watershed, as described in the Tijuana River Plan and for projects consistent with the New River

Water Quality, Public Health, and River Parkway Development Program.
    - $20 million – shall be available to improve the climate resiliency of or for the protection of the Clear Lake Watershed.

Salton Sea

- Total Amount: $170 million
- Funding Type: Upon appropriation by the Legislature
- Webpage: CNRA Salton Sea Program
- Purpose: To implement the Salton Sea Management Program 10-Year Plan (and any revisions to the plan), or any subsequent plans, to provide air quality, public health, and habitat benefits. Of the funds, $10 million shall be available for the creation of either a Salton Sea Conservancy or the Salton Sea Authority.

Stream Protection and Enhancement

- Total Amount: $150 million
- Funding Type: Project funding (WCB)
- Webpage: WCB Grant Programs
- Purpose: For projects pursuant to the guidelines of the Stream Flow Enhancement Program, including the acquisition of water or water rights, acquisition of land that includes water rights or contractual rights to water, and short- or long-term water transfers and leases. Of the funds, $50 million shall be available for the Habitat Enhancement and Restoration Program for fishery enhancement projects and programs that support reintroducing salmon into cold water habitat in the Sacramento and San Joaquin Rivers watersheds.

Zoos and Aquariums

- Total Amount: $20 million
- Funding Type: Grant funding (CNRA)
- Purpose: Nature and climate education and research facilities, nonprofit organizations and public institutions, natural history museums, California zoos and aquariums accredited by the Association of Zoos and Aquariums, and geologic heritage sites that serve diverse populations; may be used for grant funding for buildings, equipment, structures, and exhibit galleries that present collections to promote climate, biodiversity, and cultural literacy; and projects that may support species recovery and biodiversity protection in order to advance the state's 30x30 conservation goal. Please also see additional funding in Chapter 8.

3. Wildfire and Forest Resilience Chapter



The wildfire and forest resilience chapter includes a total of $1.5 billion for wildfire prevention, including reducing community wildfire risk and restoring the health and resilience of forests and landscapes (beginning with Public Resources Code Section 91500).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the California Wildfire and Forest Resilience Action Plan, and the Natural Resources Agency and the Department of Forestry and Fire Protection, if applicable.

Wildfire Mitigation

- Total Amount: $135 million
- Funding Type: Grant funding (OES)
- Webpage: OES California Wildfire Mitigation Program
- Purpose: For wildfire mitigation projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. Grants shall assist local and state agencies to leverage additional funds, including matching grants from federal agencies. Funds may be used to provide loans, rebates, direct assistance, and matching funds for projects. Projects shall benefit DACs, SDACs, or vulnerable populations; and funding shall be prioritized for wildfire mitigation from local agencies based on the Fire Risk Reduction Community list.

Wildfire Prevention

- Total Amount: $1.2 billion ($1,205,000,000)
- Funding Type: Projects and grant funding (CNRA and its departments, boards, and conservancies)
- Purpose: For projects that improve local fire prevention capacity, improve forest health and resilience, and reduce the risk of wildfire spreading into populated areas from wildlands. These funds include the following categories:
  - $185 million – to DOC's Regional Forest and Fire Capacity Program.
  - $170 million – to implement regional projects such as landscape-scale projects developed by forest collaboratives, and projects that implement strategies developed by state conservancies through block grants and direct appropriations by the Legislature.
  - $175 million – to CalFire's Forest Health Program for long-term forest health projects.

- $185 million – to CalFire for local fire prevention grants and for grants to conduct workforce development for fire prevention and wildfire resiliency work.
- $25 million – to CalFire for the creation or expansion of a fire training center.
- $200 million – to CNRA and DPR for forest health and watershed improvement projects in forests and other habitats.
- $50 million – for grants to conduct fuel reduction, structure hardening, create defensible space, reforestation, or targeted acquisitions to improve forest health and fire resilience.
- For watershed improvement, forest health, biomass utilization, chaparral and forest restoration, and workforce development for the following:
  - $33.5 million – to the Sierra Nevada Conservancy
  - $25.5 million – to the California Tahoe Conservancy
  - $33.5 million – to the Santa Monica Mountains Conservancy
  - $33.5 million – to the State Coastal Conservancy
  - $33.5 million – to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
  - $25.5 million – to the San Diego Rivers Conservancy
- $15 million – to the Wildfire Conservancy to improve firefighter health and safety, advance fire attack effectiveness, and promote community resilience and awareness.
- $15 million – to the California Fire Foundation to support vegetation mitigation and fuel reduction projects, public education and outreach, personal protective equipment, specialized firefighting equipment, and firefighter health and safety.

Vegetative Waste Removal

- Total Amount: $50 million
- Funding Type: Directed project funding (DOC or CEC)
- Purpose: For projects that provide long-term capital infrastructure to use forest and other vegetative waste removed for wildfire mitigation for noncombustible uses that maximize reductions in greenhouse gas emissions, provide local air quality benefits, and increase local community resilience against climate change impacts.

Fire Detection Technology

- Total Amount: $25 million
- Funding Type: Directed state funding (CalFire)
- Purpose: For technologies that improve the detection and assessment of new fire ignitions.

Electricity Transmission Wildfire Risk

- Total Amount: $35 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For uses that reduce wildfire risk related to electricity transmission.

Workforce Development

- Total Amount: $50 million
- Funding Type: Project or grant funding (California Conservation Corps or certified community conservation corps and nonprofit workforce organizations)
- Webpage: California Conservation Corps
- Purpose: For projects that mitigate unemployment and assist the state with the implementation of critical natural resources, transportation, energy, and housing infrastructure to promote climate resilience; or projects to prepare for, prevent, respond to, and rehabilitate following natural disasters, declared emergencies, or climate-related impacts to communities.

4. Coastal Resilience Chapter



The coastal resilience chapter includes a total of $1.2 billion to increase coastal and ocean resiliency and protect coastal lands, waters, communities, natural resources, and urban waterfronts from sea level rise and other climate impacts (beginning with Public Resources Code Section 92000).

Eligible uses include, but are not limited to, projects that restore coastal wetlands and projects to address sea level rise. Projects funded under this chapter shall be consistent with the policies and guidelines established by the California Coastal Commission, DPR, the Ocean Protection Council, the State Lands Commission, the San Francisco Bay Conservation and Development Commission, and the State Coastal Conservancy, if applicable.

Coastal Resiliency

- Total Amount: $415 million
- Funding Type: Project and grant funding (State Coastal Conservancy)
- Webpage: Coastal Conservancy Grants
- Purpose: For coastal resilience projects and programs to protect, restore, and increase the resilience of beaches, bays, coastal dunes, wetlands, coastal forests, watersheds, trails, and public access facilities. The funds may be allocated to any of the following:
  - Grants through the Climate Ready Program.
  - Projects to protect coastal lands and restore habitats, including subtidal habitats, wetlands, riparian areas, redwood forests, grasslands, oak woodlands, and other important wildlife habitats, including projects to protect and restore healthy sea otter populations.
  - Natural infrastructure projects that use existing natural areas to minimize coastal flooding, erosion, and runoff.
  - Projects to restore coastal land for public use on surplus land for formerly fossil-fueled powerplants.
  - Lower cost coastal accommodation grants consistent with the Lower Cost Coastal Accommodations Program.
  - Not less than $85 million shall be available for projects that are consistent with the San Francisco Bay Restoration Authority Act or the San Francisco Bay Area Conservancy Program, including, but not limited to, projects that address sea level rise, flood management, and wetland restoration.

Coastal and Flood Management

- Total Amount: $350 million
- Funding Type: Project and grant funding (State Coastal Conservancy)

- Webpage: Coastal Conservancy Grants
- Purpose: For coastal and combined flood management projects and activities on developed shoreline areas, such as areas with critical community infrastructure, including, but not limited to, transportation and port infrastructure at risk of current flooding and flooding due to sea level rise. Funds shall be allocated to multiple-benefit projects that improve public safety, including shoreline resilience projects designed to address flooding, sea level rise, and shoreline stability that include engineering with nature or nature-based features. These funds shall be available to local agencies as matching funds for federally funded coastal flood risk management and flood risk management projects.

Marine Ecosystems

- Total Amount: $135 million
- Funding Type: Upon appropriation by the Legislature (for deposit into the California Ocean Protection Trust Fund)
- Purpose: Grants to increase resilience from the impacts of climate change. Preference shall be given to projects that conserve, protect, and restore marine wildlife and healthy ocean and coastal ecosystems, including, but not limited to, estuarine habitat, kelp forests, eelgrass meadows, and native oyster beds, or those that maintain the state's system of marine protected areas and support sustainable fisheries. Funding may be used to purchase and install ocean current mapping infrastructure and new maritime research infrastructure to reduce emissions. Funds may be used to establish a program with acre-based targets to advance habitat recovery projects that will contribute to protecting and restoring kelp forests, eelgrass meadows, and native oyster beds.

Sea Level Rise Mitigation

- Total Amount: $75 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For implementation of the California Sea Level Rise Mitigation and Adaptation Act of 2021.

Sea Level Rise Adaptation

- Total Amount: $50 million
- Funding Type: Directed funding (DPR)
- Webpage: DPR Coastal Resilience Program
- Purpose: To implement the Sea Level Rise Adaptation Strategy to address the impacts of sea level rise in coastal state parks, support continued access and recreational opportunities, and protect coastal natural and cultural resources.

Fisheries Management and Ecosystems

- Total Amount: $75 million
- Funding Type: Upon appropriation by the Legislature (CNRA and CDFW)
- Purpose: To protect and restore island ecosystems by mitigating the threat of island invasive species and advancing biosecurity initiatives; to advance climate-ready fisheries management by expanding opportunities for experimentation and adaptive cooperative management, modernizing electronic fisheries data management systems, and increasing the use of electronic technologies to facilitate more nimble decision-making and timely management responses under changing ocean conditions; and to support the restoration and management of kelp ecosystems.

Dam Removal

- Total Amount: $75 million
- Funding Type: Project and grant funding (State Coastal Conservancy)
- Webpage: State Coastal Conservancy Grants
- Purpose: To remove outdated or obsolete dams and for related water infrastructure projects, such as increasing climate resilience, enhancing sediment supply, improving wildlife and fish passage, and modernizing related water infrastructure, including related planning, monitoring, permitting, habitat restoration, and recreational improvements.

Fish Hatcheries

- Total Amount: $25 million
- Funding Type: Directed funding (CDFW)
- Webpage: CDFW Fish Hatcheries Program
- Purpose: For hatchery upgrades and expansions and for new conservation hatcheries that increase fish production and include the latest technologies to support species conservation and reintroduction efforts necessary to support genetically diverse populations of Central Valley Chinook Salmon.

5. Extreme Heat Mitigation Chapter



The extreme heat mitigation chapter includes a total of $450 million to respond to severe weather and increasing temperatures, as well as address extreme heat and extreme heat events in communities (beginning with Public Resources Code Section 92500).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Protecting Californians From Extreme Heat: A State Action Plan to Build Community Resilience, and the Office of Planning and Research's Extreme Heat and Community Resilience Program, if applicable.

Extreme Heat and Community Resilience

- Total Amount: $50 million
- Funding Type: Project funding (OPR)
- Webpage: OPR's Extreme Heat and Community Resilience Program
- Purpose: To reduce the impact of extreme heat, reduce the urban heat island effect, and build community resilience in order to strengthen communities that are vulnerable to the extreme heat impacts of climate change.

Transformative Climate Communities

- Total Amount: $150 million
- Funding Type: Project funding (SGC)
- Webpage: SGC's Transformative Climate Communities Program
- Purpose: For projects that provide local economic, environmental, and health benefits, and improve the resilience of priority populations.

Urban Greening

- Total Amount: $100 million
- Funding Type: Competitive grant funding (CNRA)
- Webpage: CNRA's Urban Greening Program
- Purpose: For urban greening efforts intended to support projects that mitigate the urban heat island effect, rising temperatures, and extreme heat impacts. Eligible projects may include, but are not limited to, the creation and expansion of green streets and alleyways, and investments that support an expanded urban greening program that helps create green recreational parks and green schoolyards in park-poor communities.

Urban Forests

- Total Amount: $50 million
- Funding Type: Project funding (CalFire)
- Webpage: CalFire's Grant Programs
- Purpose: To protect or augment California's urban forests, where projects shall contribute to mitigating the urban heat island effect and extreme heat impacts.

Community Resilience Centers

- Total Amount: $60 million
- Funding Type: Competitive grants(OES and SGC)
- Webpage: SGC's Community Resilience Center Program
- Purpose: For the creation of strategically located community resilience centers across diverse regions of the state at eligible community facilities. Eligible community facilities include, but are not limited to, senior and youth centers, park and recreation sites, libraries, health clinics, hospitals, schools, town halls, food banks, homeless shelters, childcare facilities, community centers, community nonprofit facilities providing essential services, places of worship, mobile sites, and fairgrounds. Grant awards shall model integrated delivery of emergency response services during disruptions, including zero-emission backup power, drinking water, clean air, cooling, food storage, shelter, telecommunications and broadband services, economic assistance, accommodation of pets, and other health protection measures and emergency resources during a disaster, state of emergency, local emergency, or de-energization event. Grants shall be prioritized to proposed centers that demonstrate involvement of community-based organizations and community residents within governance and decision-making processes.

Fairground Modifications

- Total Amount: $40 million
- Funding Type: Grant funding (CDFA)
- Webpage: CDFA's Fairground and Community Resilience Center Program
- Purpose: For fairgrounds operated by the network of California fairs for modifications or upgrades that do one or both of the following activities:
    - Enhance the ability of those facilities to serve as multirole community, staging, and evacuation centers to provide community resilience benefits during a disaster, state of emergency, local emergency, or de-energization event; or
    - Deploy communications and broadband infrastructure at those facilities to improve their capability to serve as multirole community, staging, and evacuation centers and enhance local telecommunications service.

6. Protect Biodiversity and Accelerate Nature-Based Climate Solutions Chapter



The biodiversity protection and nature-based climate solutions chapter includes a total of $1.2 billion for the protection of California's biodiversity and to protect nature and restore landscape health to achieve California's climate change goals (beginning with Public Resources Code Section 93000).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Wildlife Conservation Board, the Pathways to 30x30 Strategy, the Natural and Working Lands Climate Smart Strategy, California's 2022 Scoping Plan for Achieving Carbon Neutrality, and the California Climate Adaptation Strategy, if applicable.

Biodiversity Protection

- Total Amount: $870 million
- Funding Type: Grant funding (WCB)
- Webpage: WCB Grant Programs
- Purpose: To protect and enhance fish and wildlife resources and habitat and achieve the state's biodiversity goals, including activities such as land acquisition, habitat enhancement and restoration, rangeland, grazing land, and grassland protection, inland wetland conservation, ecosystem restoration on agricultural lands, climate adaptation and resiliency, Monarch butterfly and pollinator rescue, and desert and oak woodland conservation, including $180 million for WCB to improve connectivity and establish wildlife crossings and corridors; and $22 million for the restoration of Southern Ballona Creek Watershed.

Regional Conservancies

- Total Amount: $320 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: To reduce the risks of climate change impacts upon communities, fish and wildlife, and natural resources, and increase public access. Funds will be allocated as follows:
    - $48 million – to the Baldwin Hills Conservancy
    - $29 million – to the California Tahoe Conservancy
    - $11 million – to the Coachella Valley Mountains Conservancy
    - $29 million – to the Sacramento-San Joaquin Delta Conservancy
    - $48 million – to the San Diego River Conservancy
    - $48 million – to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy

- $11 million – to the San Joaquin River Conservancy
- $48 million – to the Santa Monica Mountains Conservancy
- $48 million – to the Sierra Nevada Conservancy

Tribal Nature-Based Solutions

- Total Amount: $10 million
- Funding Type: Directed funding (CNRA)
- Webpage: CNRA's Tribal Nature-Based Solutions Program
- Purpose: To fund the Tribal Nature-Based Solutions Program.

7. Climate Smart, Sustainable, and Resilient Farms, Ranches, and Working Lands Chapter



The climate-smart agricultural chapter includes a total of $300 million for improving the climate resilience and sustainability of agricultural lands (beginning with Public Resources Code Section 93500).

Projects funded under this chapter shall be consistent with the policies and guidelines established by CDFA and the Natural and Working Lands Climate Smart Strategy, if applicable.

Climate Resilient Agricultural Lands

- Total Amount: $105 million
- Funding Type: Project and grant funding (CDFA)
- Webpage: CDFA's Office of Environmental Farming and Innovation
- Purpose: To improve the climate resilience of agricultural lands and ecosystem health, allocated to eligible projects, as follows:
  - $65 million – Grants to promote improvements in soil health or accelerate carbon removal or soil carbon sequestration.
  - $40 million – For the State Water Efficiency and Enhancement Program to promote on-farm water use efficiency with a focus on multiple-benefit projects that improve resilience to climate change and save water on California agricultural operations.

Invasive Species

- Total Amount: $20 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: Funds shall be deposited in the Invasive Species Account for the purposes of funding invasive species projects and activities recommended by the Invasive Species Council of California. Preference shall be given to projects that restore and protect biodiversity and ecosystem health and consideration shall be given to geographic equity.

Farmland and Rangeland

- Total Amount: $15 million
- Funding Type: Project funding (DOC)
- Webpage: DOC's Grant Programs
- Purpose: For projects for the protection, restoration, conservation, and enhancement of farmland and rangeland, including, but not limited to, the acquisition of fee title or easements that improve climate resilience, open-space soil health, atmospheric carbon removal, soil carbon sequestration,

erosion control, watershed health, water quality, or water retention. Projects shall provide multiple benefits. DOC shall give preference to projects for small- and medium-sized farms.

Sustainable Agricultural Infrastructure

- Total Amount: $90 million
- Funding Type: Grant funding (CDFA)
- Webpage: CDFA's Grant Programs
- Purpose: For grants that benefit small and medium-sized farmers, socially disadvantaged farmers, beginning farmers, and veteran famers to increase sustainability of agricultural infrastructure and facilities that support food systems and increase market access, including:
  - $20 million – for infrastructure related to certified mobile farmers markets, such as mobile farmers markets vehicles, refrigeration, and other equipment.
  - $20 million – to develop year-round infrastructure for certified farmers' markets, fishermen's markets, or tribe-operated markets.
  - $20 million – for urban agriculture projects that create or expand city or suburban community farms and gardens.
  - $15 million – for grants for regional farm equipment sharing.
  - $15 million – to advance tribal food sovereignty to grow, produce, procure, and distribute foods that reflect Native American culture and traditions and support the development of tribal producers and vendors.

Land Access for Socially Disadvantaged Farmers or Tribes

- Total Amount: $30 million
- Funding Type: Directed funding/ low-interest loans (DOC)
- Webpage: DOC's Land Resource Protection Division
- Purpose: To improve land access and tenure for socially disadvantaged farmers or ranchers, tribal producers, and beginning farmers and ranchers.

Agricultural Vanpool Funding

- Total Amount: $15 million
- Funding Type: Upon appropriation by the Legislature
- Webpage: California Vanpool Authority Program
- Purpose: Funds for the California Vanpool Authority as grants for the deployment of vanpool vehicles, clean technologies, and charging and alternative fuel infrastructure, for use by low-income agricultural workers.

Farm Research

- Total Amount: $15 million
- Funding Type: Grant funding (DOE)
- Purpose: Grants to public postsecondary educational institutions that are designated as Agricultural Experiment Stations or Agricultural Research Institutes to develop research farms to improve climate resiliency. Grants shall not exceed $1 million per institution and shall be constructed and maintained with environmentally sustainable infrastructure practices.

Farmworker Housing Energy Efficiency Upgrades

- Total Amount: $10 million
- Funding Type: Directed funding (CDCSD)
- Webpage: Farmworker Housing Component of the Low-Income Weatherization Program
- Purpose: For low-income farmworker households for no-cost energy efficiency upgrades designed to reduce greenhouse gas emissions by saving energy. These energy efficiency upgrades shall include, but are not limited to, insulation, central heating and cooling system upgrades, lighting upgrades, and window replacement.

8. Park Creation and Outdoor Access Chapter



The park creation and outdoor access chapter includes a total of $700 million for the creation and protection of parks, outdoor access, and educational institutions and facilities (beginning with Public Resources Code Section 94000).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Natural Resources Agency, the Outdoors for All Strategy, and the Pathways to 30x30 Strategy, if applicable.

Safe Neighborhood Parks

- Total Amount: $200 million
- Funding Type: Competitive grants (DPR)
- Webpage: Park Development and Community Revitalization Program
- Purpose: For the creation, expansion, and renovation of safe neighborhood parks in park-poor neighborhoods, where not less than 10% shall be available for the rehabilitation or repurposing of existing park infrastructure and enhance user experiences or increase access, such as for individuals with disabilities. Priority shall be given to projects that provide multiple benefits, including, but not limited to, mitigating impacts of extreme heat, sea level rise, or flooding, enhancing stormwater capture, improving air quality, supporting local biodiversity, and other environmental benefits.

Outdoor and Recreational Access

- Total Amount: $200 million
- Funding Type: Directed project funding (CNRA and its departments, boards, and conservancies)
- Purpose: For the reduction of climate impacts on DACs and vulnerable populations and the creation, protection, and expansion of outdoor recreation opportunities. Eligible projects include, but are not limited to, any of the following:
  - Improvements to city parks, county parks, regional parks, and open-space lands to preserve infrastructure, including natural infrastructure, to promote resilience and adaptation or the promotion and enhancement of natural resources and water conservation and efficiencies on local and regional public park lands and open-space lands.
  - Funding for park-poor communities experiencing a significant loss of parks or open and recreation space resulting from climate-related infrastructure projects.

- Multiple-benefit projects that reduce risks of exposure to toxic or hazardous materials that may increase as a result of wildfires, flooding, sea level rise, or reduced water flows to polluted bodies of water.
- Improved public park access, including for individuals with disabilities.
- Protection, restoration, and enhancement of the natural resource values of the state park system and projects to expand public access for disadvantaged communities, including, but not limited to, the expansion of lower cost coastal accommodation project development.
- Coastal public access infrastructure for disadvantaged communities, including, but not limited to, trails, parking areas, restrooms, bicycle lanes, and transportation improvements.
- Projects for the creation and improvement of local parks to correct historic underinvestment in communities identified by the department as park deficient for active recreational infrastructure, including aquatic centers, to encourage youth health, fitness, and recreational pursuits.

State Parks and Trail Enhancement and Expansion

- Total Amount: $100 million
- Funding Type: Directed project funding (CNRA and its departments, boards, and conservancies)
- Purpose: For the protection, restoration, and enhancement of the natural resource values of the state park system and for projects to expand recreational opportunities and public access to state and public park nonmotorized trails. Projects may include enhancing and expanding existing trails and creating new trails.

State Park Maintenance

- Total Amount: $175 million
- Funding Type: Upon appropriation by the Legislature (To DPR)
- Purpose: For projects to address the DPR's backlog of deferred maintenance.

Zoos and Aquariums

- Total Amount: $25 million
- Funding Type: Grant funding (CNRA)
- Purpose: For nature and climate education and research facilities, nonprofit organizations and public institutions, natural history museums, California zoos and aquariums accredited by the Association of Zoos and Aquariums, and geologic heritage sites that serve diverse populations. Grants may be used for buildings, equipment, structures, and exhibit galleries that present collections to promote climate, biodiversity, and cultural literacy; and projects may support species recovery and biodiversity protection in order to advance the state's 30x30 conservation goal. Please also see additional funding in Chapter 2.

9. Clean Air Chapter



The clean air chapter includes a total of $850 million for clean energy projects (beginning with Public Resources Code Section 94500).

Clean Energy Transmission

- Total Amount: $325 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: Funds shall be appropriated to the California Infrastructure and Economic Development Bank, the CEC, or any other entity chosen by the Legislature for the public financing of clean energy transmission projects that are necessary to meet the state's clean energy goals to reduce or offset ratepayer costs associated with the public benefits of transmission projects. Preference may be given to projects that provide multiple benefits, including, but not limited to, reducing the risk of wildfire, reducing reliance on fossil fuel plants in DACs, and reducing rate pressure, including reconductoring and other grid-enhancing technologies.

Long-Duration Energy Storage

- Total Amount: $50 million
- Funding Type: Grant or loans (CEC)
- Webpage: CEC's Long-Duration Energy Storage Program
- Purpose: To support the Long-Duration Energy Storage Program for projects, including, but not limited to, zero-emissions distributed energy backup assets, virtual power plants, and demand-side grid support.

Off-Shore Wind Generation

- Total Amount: $475 million
- Funding Type: Project funding (CEC)
- Purpose: To support the development of offshore wind generation, including:
  - Construction of publicly owned port facilities for manufacturing, assembly, staging, and integration of entitlements and components for offshore wind generation.
  - Expansion and improvement of public port infrastructure to accommodate vessels involved in the installation, maintenance, and operation of offshore wind generation.
  - Upgrades to port facilities.
  - Projects shall be prioritized that can show matching funds or are located at staging and integration ports that have released a notice of preparation pursuant to the California Environmental Quality Act process on or before February 29, 2024.

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-6

SUBJECT:

Settlement of insurance claim for repair of Battalion 51

RECOMMENDATION:

Adopt a Minute Order authorizing the City Manager to execute a Master Final Proof of Loss in the amount of $14,539.63 for the repair of Battalion 51 and to submit and execute any further related documents to finalize the insurance claim.

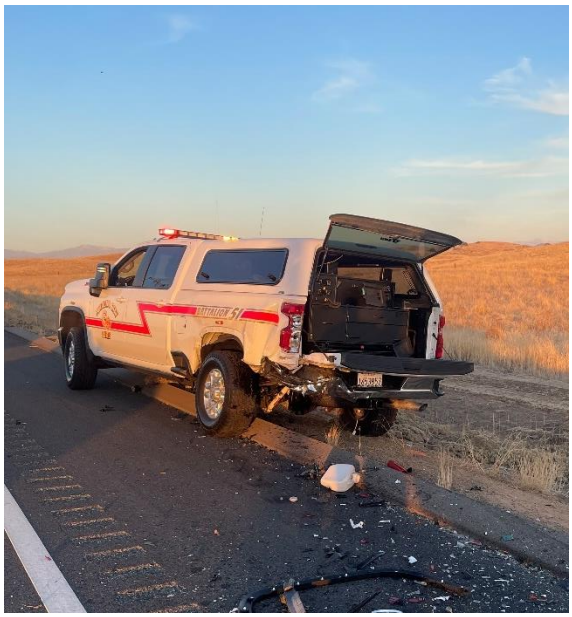
SUMMARY:

On December 4, 2023, City of Madera (City) fire department pickup Battalion 51 responded to a Madera County vegetation fire on Highway 41 north of Highway 145. While on the scene, the Battalion 51 pickup truck was parked along the right side of Highway 41 when the driver of a small, white SUV crossed over the fog line and struck the rear of the City vehicle. Battalion 51 is insured by the City's property policy and due to insurance policy limitations of the at-fault driver, staff filed a claim with the City's insurance company. At this time, all repairs have been made to Battalion 51, the vehicle is back in service, and the City has received a Master Final Proof of Loss from its insurance company. Upon completion of the Master Final Proof of Loss, a final check will be issued to the City for reimbursement of the repairs to Battalion 51.

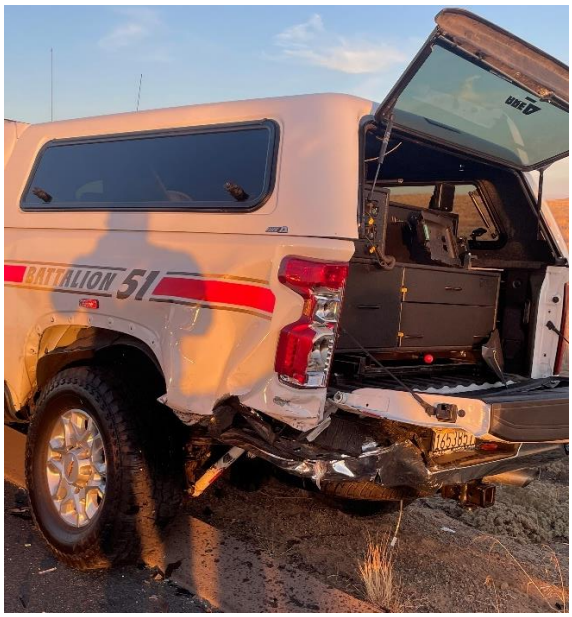
DISCUSSION:

On December 4, 2023, City fire department pickup Battalion 51 responded to a Madera County vegetation fire on Highway 41 north of Highway 145. Battalion 51 was parked along the right side of Highway 41 and was the last vehicle parked in a line of several other emergency vehicles including a California Highway Patrol (CHP) cruiser, a Madera Sheriff's Department SUV, and a CAL FIRE brush engine. State law requires drivers that are approaching emergency vehicles to either change lanes away from the emergency vehicle and/or slow down. All the emergency vehicles involved with the brush fire incident were parked off the roadway and had their

emergency lights activated. At approximately 4:30pm, the driver of a small white SUV approached the scene, drifted off the roadway, and struck the rear of Battalion 51, ricocheted across the roadway and caused another vehicle to veer off Highway 41 and into a privately-owned fence. The damage to Battalion 51, a 2023 Chevrolet Silverado, was significant and the vehicle was required to be towed from the scene. Pictures 1 and 2 below show the damaged vehicle was parked well off the roadway and had its emergency lights activated.



Picture 1. Battalion 51 as parked



Picture 2. Battalion 51 damage

After the incident, the City received the vehicle accident report from the CHP that identified the driver of the white SUV as being the sole, at-fault driver in the collision due to driving while using her cell phone. Staff contacted the at-fault driver's auto insurance company and learned that the driver did not have sufficient property damage limits to cover the cost of the damage to the City's vehicle, as well as the damage to the other vehicle involved and the private fence. Based on this, staff initiated an insurance claim with the City's insurance carrier and began the process of repairing the damaged vehicle.

Table 1 below shows the various venders involved with this claim and the associated repair expenses/services provided. It should be noted, due to multiple invoices being generated as a result of this claim, the costs were paid from three different accounts, including Fleet, Fire, and Fire/Measure K.

Table 1: *Total Repair Costs*		
Item	**Account(s) Paid From**	**Amount**
Ron's Towing (Initial tow to Station 58)	10202500-6425	$590.00
Ron's Towing (To Fleet Shop)	30701240-6428	$135.00
Nick's Towing (To Torres Autobody)	10262500-6425	$75.00
Torres Autobody (Repair Facility)	30701240-6551 ($33,064.63), 10202500-6425 ($5,000)	$38,064.63
LL Signs (Lettering)	10202500-6425	$675.00
	Total Claim Value	**$39,539.63**

Battalion 51 was insured through the Alliant Property Insurance Program (APIP) through Alliant Insurance Services, with claims handling provided by McLarens. This program has a $25,000 deductible for scheduled auto losses. The City additionally participates in the Auto Physical Damage pooled program through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) to cover the $25,000 APIP deductible with a $5,000 self-insured retention (SIR) on vehicle losses.

At this time, the City has received two partial insurance payments, but is now pending final payments, subject to the City completing and submitting the Master Final Proof of Loss. Table 2 below shows the partial payments and where the funds were applied when received, as well as where the expected insurance proceeds will be applied.

Table 2: *Insurance Proceeds Estimate*		
Item	**Deposited to Account(s)**	**Amount**
CSJVRMA 1st Payment (Rec'd 1/9/24)	30701240-4659	$5,085.76
CSJVRMA 2nd Payment (Rec'd 4/1/24)	30701240-4659	$14,106.20
Expected Final Payments ($808.04 from CSJVRMA & $14,539.63 from McLarens)	10262500-4659 ($75), 10202500-4659 ($1,265), 30701240-4659 ($14,007.67)	$15,347.67
	Estimated Insurance Payment Total	**$34,539.63**
SIR (if recovered, up to $5,000)	*10202500-4659*	*$5,000.00*
	Maximum Recovery	**$39,539.63**

The City's insurance company will work with the at-fault insurance company to subrogate as much of the repair costs as possible. However, the amount that our insurance will recover will be

proportional to the damage sustained by the City in comparison to the other parties that also sustained property damage in this incident. If the City's insurance recovers an amount beyond $34,539.63, additional funds will be returned to the City for the $5,000 SIR.

The Master Final Proof of Loss has been provided with total damages listed at $39,539.63, with $14,539.63 to be paid by APIP, and the final balance of $808.04 to be paid to the City by the CSJVRMA. The requested action would provide the City Manager authority to finalize the claim and sign any necessary documents.

FINANCIAL IMPACT:

Once received, the insurance proceeds will be deposited into the appropriate departmental revenue accounts to offset repair expenses as noted in Table 2. The Fire Department is responsible for the $5,000 SIR not covered by insurance. However, there is a possibility that the City will receive some reimbursement for the SIR from the at-fault driver's insurance, but not likely the entire amount claimed.

ALTERNATIVES:

Council may direct staff to withdraw the insurance claim, pay for repairs from the City's General Fund, and return the first two insurance payments to the CSJVRMA.

ATTACHMENTS:

1. Master Final Proof of Loss
2. Final Statement of Value and Loss

Amount of Policy

SWORN STATEMENT in

Policy Number **42-PR**

Agency Name **Alliant Insurance Services**

PROOF OF LOSS

Issued	Expires
July 1, 2023	**July 1, 2024**

To **Berkshire Hathaway Specialty Insurance**

of **Boston, Massachusetts**

By the above indicated policy of insurance you insured **CSJVRMA and its member City of Madera**

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A loss occurred about the hour of _____ o'clock ___ M., on the 4th day of December 20 23
The cause and origin of said loss were: Vehicle collision – 2023 Chevrolet Silverado – VIN [redacted]

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: N/A

3. Title and Interest: When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon. (State exceptions, if any.) NO EXCEPTIONS

4. Changes: Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.)
NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, _____

6. The Cash Value of said property at the time of loss was ..... $ Not Determined

7. The Whole Loss and Damage was ..... $ **39,539.63**

8. The Amount Claimed under the above numbered policy ..... $ **14,539.63**
(Amount Claimed is net applicable $25,000.00 deductible)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed , and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:
Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of _____ _____
(Insured Signature)

County of _____ _____ Insured

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (month), _____ (year) by

_____ proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.

_____ (signature of Notary)

McLarens File No.: 002.061265.00.V
Berkshire Hathaway Claim No.: PR2404179953

FINAL

STATEMENT OF VALUE AND LOSS

CSJVRMA / CITY OF MADERA **UNINCORPORATED AREA IN MADERA COUNTY, CA**

VEHICLE COLLISION DECEMBER4, 2023

Coverage: Manuscript form extending on and off premises replacement cost covererage for Vehicles. There is a $25,000 deductible applicable per occurrence.

Recapitulation of Verified Detail			Value		Loss
Values at risk			Not found		
Loss as determined per McLarens:					
Tow (From accident to Fire Station)	$	590.00			
Tow (Fire Station to county yard)	$	135.00			
Tow (County yard to repair facility)	$	75.00			
Striping Invoice	$	675.00			
Repair	$	38,064.63			
SUBTOTAL	$	39,539.63			
Net Claim:	$	39,539.63		$	39,539.63
Value and Loss:			Not found	$	39,539.63
Less: Deductible:				$	(25,000.00)
Net Claim:				$	14,539.63
Current Payment:				$	14,539.63

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-7

SUBJECT:

2024 Downtown Christmas Light Parade Event Entries

RECOMMENDATION:

Approve a Minute Order authorizing the City Manager to execute documents necessary for any City entries in the Downtown Christmas Parade scheduled Thursday, December 5, 2024

SUMMARY:

The City Council and various City Departments have traditionally participated in the Christmas Parade, is of the community's cherished traditional holiday traditions. This year's parade will take place on Thursday, December 5, 2024. To ensure participation, Councilmembers and City departments are required to submit event applications and execute hold harmless agreements. Additionally, an entry fee is charged per entry and the City typically submits several entries, including emergency response vehicles, a youth group, and elected officials.

DISCUSSION:

The 2024 Downtown Madera Christmas Light Parade is scheduled for the evening of Thursday, December 5, 2024. This annual event is a long-standing tradition in the community, and the City Council, along with various City departments, have historically participated. To participate in the parade, applications and hold harmless agreements must be submitted to event organizers. The requested action is to authorize the City Manager to execute all necessary documentation, including event applications and hold harmless agreements, on behalf of the City for the Council and departmental entries. This would streamline the process and ensure the City's participation, which typically includes entries such as emergency response vehicles, youth groups, and elected officials.

FINANCIAL IMPACT:

The parade entry fee of $45 per entry is a budgeted expense. It is noted that the City has multiple entries.

ALTERNATIVES:

The Council may direct staff not to participate in the parade.

ATTACHMENTS:

1. Parade Entry Form and Hold Harmless Agreement

2024

Downtown Madera

Christmas Light Parade

Yosemite Ave between "A" Street and "E" Street

Thursday, December 5th

Parade: 6pm - 7pm

Organized By: Madera Evening Lion's Club

Bbq Rob @ (559) 519-2717

MADERAEVENINGLIONSEVENTS@GMAIL.COM

2024 Downtown Madera Christmas Light Parade

Presented by the Madera Downtown Association &

The Madera Evening Lion's Club Service Organization

Thursday, December 5, 2024

ENTRY FORM

***Organization Name*:**

.....

Responsible Person Contact Information

***Name*: .....**

***Address/City/Zip*:**

.....

***Phone Number*: .....**

***Email Address*:**

.....

***Number of Vehicles*: .....**

***Type of Vehicle(s)*:**

.....

***Number of Participants*: .....**

In entering this event, I/we agree to accept and to abide by all the rules and regulations of the event. I/we agree to release the Madera Evening Lions Club, the Madera Downtown Association, the City of Madera, and the State of California and their associates and employees from any and all responsibility for loss, damage and/ or injury to any person or property from my/our participation in this event.

Signature of Authorized Representative*: .....

***Signature of Authorized Representative is required for registration & participation on parade night.**

Madera Evening Lion's Club



2024 Downtown Madera Christmas Light Parade

Thursday, December 5th

Excluding electric and pedal vehicles, all entries must have a minimum of 100 lights. Electric and pedal vehicles shall have a minimum of 30 lights. All parade entries **MUST** be staged by 5:15 PM. Parade will start at 6:00 PM, rain or shine, with an estimated finish time of 7:00 PM. Please plan to arrive early!

Due to parade time constraints, a total of 50 entries will be accepted.
No entries will be accepted after 5:00 p.m., on Friday, November 29th.
The role of Santa has been filled! No additional Santa's will be permitted to participate.

Staging Area:

"A" Street between Yosemite Avenue and 9th Street to the south is the staging area and must be kept clear for this purpose. No other vehicles will be allowed to park in the staging area. All parade entries must enter the staging area via 9th Street. Parade staff will be assisting with staging and it's pertinent that you listen to each other. All participants must stage next to the street curbs, maintain 75 feet between other entries and avoid stopping once the parade is underway. For your safety, and the safety of others, it is extremely important that you maintain a forward motion. The throwing of candy, or other objects into the crowd is strictly prohibited! Detailed staging information will be emailed no later than Monday, December 2nd.

Parade Requirements:

- Announcement Script
- Parade Entry Form
- Hold Harmless Agreement
- Non-refundable Entry Fee

The script must be submitted on a separate 8 ½ x 11 sheet of paper and be 50 words or less. The script should identify who you are representing and fun facts about your organization or group. Entries without an announcement script or incomplete forms (entry form and hold harmless agreement) will not be accepted.

Non-refundable Entry Fee:

- $45.00 -received through November 22nd
- $55.00 -received November 23rd to November 29th

Mail or email your announcement script, parade entry form, signed hold harmless agreement and entry fee to:

Madera Evening Lions Club

1625 Howard Rd #210
Madera, Ca. 93637

Make checks payable to the Madera Downtown Association.
Credit cards (transaction fees applied) are accepted at the Madera Chamber of Commerce during regular business hours.

Downtown Madera Christmas Light Parade

Hold Harmless Agreement

In submitting this application, the Applicant and its agents and assigns,

_____

Applicant

agrees to release and hold the, Madera Downtown Association, City of Madera, and the Madera Evening Lions Club, and their directors, members, employees, and other representatives harmless, and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature, including all costs and legal expenses incurred by the Applicant or any other party, by reason of any activity arising under or in connection with the applicant's participation in the Downtown Madera Christmas Light Parade event, including but not limited to loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity to such participation. In the event the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club shall be made a party to any litigation commenced by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club, harmless and shall pay all costs, expenses and attorney fee's incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your accepting this entry, I intend to be legally bound for myself, my heirs, executors & administrators, waive and release any and all rights I may have against the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club, and all other associated sponsors, promoters, and agents for any and all injuries suffered by me in conjunction with and/or arising in and out of my traveling to, participation in, and returning from the Candlelight Christmas Parade of Lights event.

By signing this document, the Applicant certifies that they have read, understand and will comply with the Downtown Madera Christmas Light Parade Rules & Regulations. The Applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The Applicant further agrees to hold harmless, the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club and its designated representatives, volunteers, and sponsors, **for all claims, damages and liabilities arising from any injury associated with the parade in any manner.**

Signed: _____Date: _____
THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED.

I agree to the Hold Harmless Agreement.

Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT: (PLEASE PRINT):

Signature of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

_____ Date: _____

MADERA EATS



Contact: Parks and Community Service

Tel: 559 661-5495

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-8

SUBJECT:

Madera Unified School District Fee Waiver Request for the Third Annual Battle of the Books Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the John Wells Youth Center on Thursday, March 27, 2025, related to the Madera Unified School District Third Annual Battle of the Books event, at an anticipated fee rental of $3,629.92

SUMMARY:

The City received an inquiry from the Madera Unified School District (MUSD) requesting waiving rental fees for using the John Wells Youth Center (JWYC) to host their third annual Battle of the Books event. The event would occur on Thursday, March 27, 2025, from 7:30 am – 1:30 pm, including setup and cleanup time.

DISCUSSION:

MUSD has submitted a formal request in writing to use the JWYC to host their third annual Battle of the Books event. The Battle of the Books is a “national and district-wide reading competition that brings together students from across MUSD to celebrate their love for literature, test their knowledge, and compete in a friendly environment.” The event promotes literacy, teamwork, and academic excellence among students.

The event is estimated to have approximately 180 students participate, supported by approximately 36 MUSD employees, and possibly some family spectators. Total attendance is expected to be less than 250 people.

To accommodate the total number of expected participants and attendees of the event, MUSD is requesting to reserve various spaces at the JWYC. This includes the rental of the following spaces for the event:

- Downstairs Conference Room
- Computer Lab
- Recreation Room
- Teen Lounge
- Craft Room
- Gym
- Patio/Lobby
- Dance Studio

Note that MUSD is also requesting equipment rental, including tables and chairs. Also, due to the large number of attendees, and access to the various spaces, a Facility Aide will be assigned to be a point of contact during the event for monitoring of rental and assistance to MUSD as may be needed.

FINANCIAL IMPACT:

The applicable costs associated with the rental of the John Wells Youth Center, with the various spaces as requested, are summarized in Table 1 that would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$1,000
Downstairs Conference Room	$400
Computer Lab	$450
Recreation Room	$240
Teen Lounge	$240
Craft Room	$240
Gym	$300
Patio – Lobby	$120
Dance Studio	$180
Rental of 310 chairs	$150
Rental of 35 tables	$175
Facility Aide Staff Time	$109.92
Total	**$3,629.92**

The total applicable cost for the rental of the JWYC, including rental of all requested spaces, tables, chairs, and City staff time would be $3,629.92.

ALTERNATIVES:

The Council may reject the fee waiver and require MUSD to remit any associated fees if they wish to rent the John Wells Youth Center for the third annual Battle of the Books event on Thursday, March 27, 2025.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the John Wells Youth Center for March 27, 2025, related to Madera Unified School District's third annual Battle of the Books event, at an anticipated fee rental of $3,629.92
2. Request Authored by Kathy Niino; Coordinator, Curriculum, Instruction, and Assessment, Elementary

ATTACHMENT 1

Resolution – Waiving the rental fees of the John Wells Youth Center for March 27, 2025, related to Madera Unified School District's third annual Battle of the Books event, at an anticipated fee rental of $3,629.92

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE JOHN WELLS YOUTH CENTER FOR MARCH 27, 2025, RELATED TO MADERA UNIFIED SCHOOL DISTRICT'S THIRD ANNUAL BATTLE OF THE BOOKS EVENT, AT AN ANTICIPATED FEE RENTAL OF $3,629.92

WHEREAS, the City has received a request for waiving of fees for the rental of the John Wells Youth Center; and

WHEREAS, the request is from Madera Unified School District (MUSD); and

WHEREAS, MUSD is looking to host the third annual Battle of the Books event on March 27, 2025; and

WHEREAS, the request is for rental utilization from 7:30 am – 1:30 pm, including setup and cleanup time; and

WHEREAS, the requests include various space utilization at the John Wells Youth Center; 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 $3,629.92; and

WHEREAS, MUSD is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera Unified School District third annual Battle of the Books event promotes literacy, teamwork, and academic excellence amount students in the community.
3. The City Council does hereby waive the City fees for Rental Fees of the John Wells Youth Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * * *

ATTACHMENT 2

Request Letter Authored by Kathy Niino; Coordinator, Curriculum, Instruction, and Assessment, Elementary

From:	Katherine Niino
To:	Mercedes Bravo
Cc:	NICOLE GUERRIERO
Subject:	Proposal: Event at Wells Center
Date:	Thursday, September 12, 2024 8:26:55 AM
Attachments:	Wells-gymnasium set up BoB.pdf

You don't often get email from katherineniino@maderausd.org. Learn why this is important

Date: Wednesday, September 11, 2024
To: Mercedes Bravo, John Wells Youth Center, 701 E. 5th Street, Madera, 93638
From: Madera Unified School District, 1902 Howard Road, Madera, CA. 93637
Subject: Rental Request for Battle of the Books Event

Dear City of Madera Parks and Community Services,

Madera Unified School District (MUSD) is excited to host its third annual *Battle of the Books* event, and we are writing to formally request the use of the John Wells Youth Center as the venue for this important and engaging event.

The **Battle of the Books** is a national and district-wide reading competition that brings together students from across MUSD to celebrate their love for literature, test their knowledge, and compete in a friendly environment. The event plays a vital role in promoting literacy, teamwork, and academic excellence among our students.

Event Details:
- Event Name: Battle of the Books
- Event Date: Thursday, March 27, 2025
- Time: 7:30 am- 1:30 pm
- Estimated Number of Participants: Approximately 180 students, 36 District employees, and possibly some family spectators. Total attendance is expected to be less than 250.
- Setup Time: We would require access to the facility for setup starting at 7:30 am and breakdown until 1:30 pm. (If possible, we would like to access the facility the afternoon prior.) Participants will arrive via bus at 8:30 am and depart at 12:30 pm.

Facilities and Requirements:
-Food service area access
-Bus zone (prefer 5th or Flume)
-Signage/posters to hang from zip ties (outside) and removable sticky paper or painter's tape (inside)
-Student only restrooms (next to teen lounge)
-Adult only restrooms (next to conference room)
-Conference Room for adult scoring team (1 table, 3 or more chairs)
-Entry: Outside the front of building alongside Flume Street (or 5th Street): An Information/Entry booth staffed by MUSD and protected by a sun canopy, possible lunch area weather permitting. 2 large trash cans, 1 table, 2 chairs, 1 sun canopy/pop-up

-Recreation Room: We would like to have this area open for the adult coaches while students are competing. Ideally, we will provide snacks, drinks, possible lunch area 5 round tables, 20 chairs
-High Street Grass area: Grass area next to Gymnasium along High Street (need 20 orange cones to denote start, stop) 6 tables, 10 chairs

Breakout Rooms
-**Dance room**(grades ¾)
Team Triumph event (no food, no snacks, no arts/crafts needed for this event) (need 5 tables and 25 chairs)
- **Library room** (grades ⅚)
Team Triumph event (no food, no snacks, no arts/crafts needed for this event) (need 5 tables and 25 chairs)
- **Crafts Center**:
Power Project Event: Participants will be crafting using scissors, glue sticks, paper and markers. 2 large waste cans, (need 5 tables and 25 chairs)
-**Teen Lounge**
Power Project Event: Participants will be crafting using scissors, glue sticks, paper and markers. 2 large waste cans, (need 5 tables and 25 chairs)
- **Gymnasium**: see attached map for set up. This area will be used for greetings, announcements, lunch area if inclement weather, as well as Friendly Feud event. (need: Audio/Visual equipment: microphone and speakers and a projector if possible; 2 large waste cans, 10 tables, 150 chairs.

- Tables/Chairs (totals see below):

Area	**Event**	**Items Requested**
Conference Room	Scoring	1 table; 3 chairs
Entry	Registration/Information/First Aid	1 table; 2 chairs
Recreation Room	Coach's area	5 small tables; 20 chairs
High Street (grass area)	Relay Race	6 large, rectangular tables; 10 chairs;
Dance room	Team Triumph	5 small tables; 25 chairs
Library room	Team Triumph	5 small tables; 25 chairs
Craft Center	Power Project	10 large, rectangular tables; 50 chairs
Teen Lounge	Power Project	5 small tables; 25 chairs
Gymnasium (see map)	Friendly Feud/Awards	10 small tables; 150 chairs
	Totals:	30 small tables 3'-4' 18 large, rectangular tables

		6’-8’ 310 chairs

Why John Wells Youth Center?
We believe the John Wells Youth Center is an ideal location for this event due to its central location, ample space, and welcoming environment. The Center provides the perfect setting for an event that encourages academic growth and community engagement.

Fee:
Please provide us with the rental fee for the use of your facility, including any additional costs for equipment or support. We are happy to discuss and negotiate as needed. If allowed, we can provide additional chairs and tables for the event.

Contact Information:
For any questions or to discuss details further, please feel free to contact me (information below) or our administrative assistant, Lydia Rubio, at 559.675.4600 x306 or via email at lydiarubio@maderausd.org.

We look forward to the possibility of hosting our event at your esteemed facility and working together to create a successful and memorable experience for our students.

Thank you for considering our request.

Warm regards,

Kathy Niino
Coordinator, Curriculum, Instruction, and Assessment, Elementary
Madera Unified School District
katherineniino@maderausd.org
Office: 559.675.4600 x215



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REPORT TO CITY COUNCIL

Approved by:
Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-9

SUBJECT:

Piggyback purchase agreement change order for Fleet Division-related purchase and accompanying budget amendment

RECOMMENDATION:

Adopt a Resolution approving the Sourcewell piggyback agreement change order in the amount of $10,272.98 with Altec Industries, Inc. for the purchase of a bucket truck and an accompanying budget amendment increasing appropriations in the Facilities and Fleet Acquisition Funds

SUMMARY:

Council approved the purchase of a new bucket truck for the Facilities Department at its May 17, 2023 meeting. The quote was contingent on the price and availability of the chassis from the manufacturer due to long lead times. The completed truck was delivered on September 24, 2024. Upon delivery, it was determined that final pricing exceeded the initial estimate of $141,510. To cover the additional cost, staff is also recommending approval of an accompanying budget amendment increasing both the Facilities Fund and Fleet Acquisition Fund appropriations by $10,273.

DISCUSSION:

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

the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division consistently purchases various commodities throughout the year essential for its daily operations, ranging from vehicles and equipment to miscellaneous goods and services. Given the diversity and volume of procurements managed by the Fleet Division, it is well-suited to efficiently utilize the piggyback procurement process.

On May 17, 2023, Council approved the use of a piggyback agreement with Altec Industries, Inc. through Sourcewell, a State of California sponsored purchasing cooperative. The contract approved by Council at that meeting can be found at https://www.madera.gov/wp-content/uploads/2023/05/Altec-Contract-Aerial-Lifts-Sourcewell.pdf. The new Altec bucket truck was originally quoted using a Ford Model Year (MY) 23 truck chassis. With known supply chain issues, the manufacturer estimated a delivery lead time of 900 to 930 days. At the time of the original quote, the manufacturer anticipated the truck chassis to be on a 2024 MY vehicle, but the manufacturer had not set pricing. The completed truck was delivered on September 24, 2024 on the MY 24 vehicle chassis with updated pricing. The adjusted price with the new chassis pricing exceeds the original quote. The original quote for the truck was $141,510.08. The adjusted price accounting for the chassis around which the vehicle was built is $151,783.06. The Fleet Division is requesting approval of the change order and budget amendment in the amount of $10,272.98 to cover the additional charges.

FINANCIAL IMPACT:

The original purchase was budgeted in the Fleet Acquisition Program (Org 3070-1250) FY 21/22 budget and has been carried forward to the new 3065 0000 in the 24/25 Fiscal Year. Additional funds of $10,272.98 will come from a transfer from the Facilities Division (3071-0000).

ALTERNATIVES:

An alternative to the change order would be to not accept delivery of the new truck and return it to the manufacturer.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase change order.
2. Budget amendment
3. Photos of the bucket truck

RESOLUTION NO. _____

RESOLUTION APPROVING THE SOURCEWELL PIGGYBACK AGREEMENT CHANGE ORDER FOR THE PURCHASE OF AN ALTEC BUCKET TRUCK

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

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

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

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

WHEREAS, the piggyback was approved by Council on May 17, 2023 with Resolution 23-65; and

WHEREAS, the initial estimate was based on a previous chassis model year with the understanding it would be updated based on the actual chassis used to build the vehicle; and

WHEREAS, the amount for the actual chassis is $10,273 higher than the initial estimate; and

WHEREAS, the Fleet Division needs a change order and budget amendment to pay for the increased price; and

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

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

2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.

3. The Council approves the Sourcewell piggyback change order agreement for purchase of the following:

a. Bucket truck from Altec Industries, Inc. in the amount of $151,783.06.

4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the Sourcewell agreements and California law, and subject to approval as to legal form by the City Attorney.

5. The budget amendment for $10,273 is approved. The Director of Financial Services is directed to adjust the City's Fiscal Year 2024/25 Amended Budget in the amount of the approved amendment,

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

* * *

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2024/25 BUDGET APPROPRIATION FOR FACILITIES ALTEC TRUCK CHANGE ORDER

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
FACILITIES FUND					
3071	30710000	4900	Budgetary Carryover		10,273
3071	30710000	8200	Transfer Out	10,273	
EQUIPMENT FUND					
3065	30650000	4355	Transfer In		10,273
3065	30650000	7000	Vehicles & Equipment	10,273	
			TOTALS	**20,546**	**20,546**

ATTACHMENT 3

Photos of the bucket truck







REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-10

SUBJECT:

Piggyback purchase agreements for Fleet Division-related purchases

RECOMMENDATION:

Adopt resolutions approving piggyback purchase agreements as follows:

1. Adopt a Resolution approving Sourcewell piggyback agreements for the purchase of:
    a. A tractor for the Safe and Clean team from Pioneer Equipment for $104,230
    b. A tractor for the Parks Department from Pioneer Equipment for $54,773
    c. A trailer for the Streets Division from Pape Machinery for $39,162
    d. A street sweeper from Municipal Maintenance Equipment for $336,372

2. Adopt a Resolution approving the State of California piggyback agreement for purchase of five Ford pickup trucks from Downtown Ford of Sacramento for $227,079

SUMMARY:

Appropriations for numerous pieces of equipment were included in the Fiscal Year (FY) 2024/25 Adopted Budget for the Fleet Replacement Fund (Org Unit 3065-0000), which Council approved on August 21, 2024. Included in those appropriations were funding for various pieces of equipment in multiple departments as outlined in Table 1. Staff is proposing using piggyback agreements from the State of California and Sourcewell to purchase the equipment. Using a piggyback agreement for these purchases will save both time and cost that would otherwise be incurred should a stand-alone vehicle purchase RFP be issued.

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.

Table 1 provides an overview of procurements that would be obtained through the piggyback process contingent upon Council action. These procurements have been budgeted in the current budget and approved by the Council on August 21, 2024. Table 1 outlines the items to be procured, the lead department, the vendor, and the estimated cost.

Table 1: *List of Expenditures (all costs are estimates)*

Item to Procure	*Lead Agency*	*Proposed Vendor*	*Amount*
Kubota 4wd Tractor – Safe and Clean	Sourcewell - 082923	Pioneer Equipment	$104,230
Kubota 2wd Tractor - Parks	Sourcewell - 082923	Pioneer Equipment	$54,773
Trail King Deck Trailer – Streets Division	Sourcewell – 092922-TKI	Pape Machinery	$39,162
RAVO street sweeper – Streets Division	Sourcewell – 093021-FAY	Municipal Maintenance Equipment	$336,372
Five Ford Pickup Trucks – Parks x2, Streets, Water Maintenance, and WWTP	State of CA – 1-22-23-20F	Downtown Ford of Sacramento	$227,079

Attachment 3 gives the web links to the Lead Agency piggyback agreements shown above.

After reviewing the available purchase options for these purchases, staff determined that using piggyback purchase agreements between public agencies and various vendors represents the most advantageous purchasing strategy. Procuring all the items in the table above with RFP's would use a significant amount of staff time. This strategy ensures the City receives excellent pricing with efficient use of staff time and resources.

FINANCIAL IMPACT:

Purchases under the recommended cooperative purchase agreements will be made from Fleet capital expense funds. Sufficient funding is available in the Fiscal Year 2024/25 Adopted Budget for purchases made through June 30, 2025.

ALTERNATIVES:

As an alternative, Council may suggest getting individual quotes from vendors per item or issuing a Request for Proposal per each. Either scenario, while feasible, would require staff resources with no guarantee that the prices obtained through this alternative process would be better than those obtained through piggybacking.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase
2. Resolution approving State of California piggyback purchase
3. Lead Agency piggyback agreement web links

RESOLUTION NO. _____

RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENTS FOR I) PURCHASE FROM PIONEER EQUIPMENT OF A SAFE AND CLEAN TRACTOR IN THE AMOUNT OF $104,230, II) PURCHASE FROM PIONEER EQUIPMENT OF A PARKS TRACTOR IN THE AMOUNT OF $54,733, III) PURCHASE FROM PAPE MACHINERY OF A TRAILER IN THE AMOUNT OF $39,162, IV) PURCHASE FROM MUNICIPAL MAINTENANCE EQUIPMENT OF A STREET SWEEPER IN THE AMOUNT OF $336,372

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. The Council approves the Sourcewell piggyback agreements for i) purchase from Pioneer Equipment of a Safe and Clean tractor in the amount of $104,230, ii) purchase from Pioneer Equipment of a Parks tractor in the amount of $54,773, iii) purchase from Pape Machinery of a trailer in the amount of $39,162, iv) purchase from Municipal Maintenance Equipment of a street sweeper in the amount of $336,372.

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

* * *

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF CALIFORNIA PIGGYBACK AGREEMENT FOR PURCHASE FROM DOWNTOWN FORD OF SACRAMENTO OF FIVE FORD PICKUP TRUCKS IN THE AMOUNT OF $227,079

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 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. The Council approves the State of California piggyback agreements for purchase from Downtown Ford of Sacramento of five Ford pickup trucks in the amount of $227,079.

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

* * *

ATTACHMENT 3
Lead Agency piggyback agreement web links

Sourcewell Kubota - #082923-KBA

https://www.sourcewell-mn.gov/cooperative-purchasing/082923-kba#tab-contract-documents

Sourcewell Trailking - #092922-TKI

https://www.sourcewell-mn.gov/cooperative-purchasing/092922-tki#tab-contract-documents

Sourcewell RAVO - #093021-FAY

https://www.sourcewell-mn.gov/cooperative-purchasing/093021-fay#tab-contract-documents

State of California – 1-22-23-20F

https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Fleet/8-2023/Contract-User-Instructions---TRUCKS---Supplement-14.docx

https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Fleet/8-2023/Attachment-A-Pricing---TRUCKS---Supplement-14.xlsx

LPA Contract Details (ca.gov)

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-11

SUBJECT:

Accepting Improvements for the Iveywood II Subdivision (Tract No. 21-S-01)

RECOMMENDATION:

Adopt a resolution:

1. Accept improvements for the Iveywood II Subdivision (Tract No. 21-S-01)
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements

SUMMARY:

The Subdivider, Joseph Crown Construction and Development, a California Corporation (Subdivider), has completed the remainder of off-site public improvements associated with the Iveywood II Subdivision in accordance with the approved Improvement Agreement (Agreement) and improvement plans. The Subdivider has paid all required fees and submitted a warranty bond for the completed improvements. It is recommended that the City Council (Council) accept the remaining improvements completed for the Iveywood II subdivision.

DISCUSSION:

The Iveywood II subdivision is a residential development located approximately 3200 feet north of the intersection of Sunrise Avenue and Tozer Street. The Council approved the Final Map and Improvement Agreement on June 21, 2023. As part of the Conditions of Approval adopted via resolution by the Planning Commission on February 19, 2021, the Subdivider was conditioned to install the necessary off-site improvements including sidewalks, streets, water, sewer and storm drain infrastructure to support the additional needs due to the Subdivision.

FINANCIAL IMPACT:

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from the Subdivider to the City.

ALTERNATIVES:

Should the City not accept the completed improvements, the City will not oversee the maintenance and resulting costs of the Subdivision.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Notice of Acceptance
2. Location Map

RESOLUTION NO. 24 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH IVEYWOOD II SUBDIVISION, AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

WHEREAS, the Subdivider, Joseph Crown Construction and Development, A California Corporation (Subdivider), has requested acceptance of the improvements associated with the Iveywood II Subdivision, and has submitted the required Warranty Bond; and

WHEREAS, the improvements consist primarily of street and utilities within the subdivision; and

WHEREAS, the City Engineer has certified to this Council that the required improvements for Iveywood II Subdivision, have been completed.

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 subdivider has completed the remaining improvements for Iveywood II Subdivision.

3. The improvements for Iveywood II Subdivision are accepted.

4. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

* * * * *

Recording Requested By:
City of Madera
When Recorded, Return To:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 of the Government Code

NOTICE OF ACCEPTANCE

OF SUBDIVISION IMPROVEMENTS

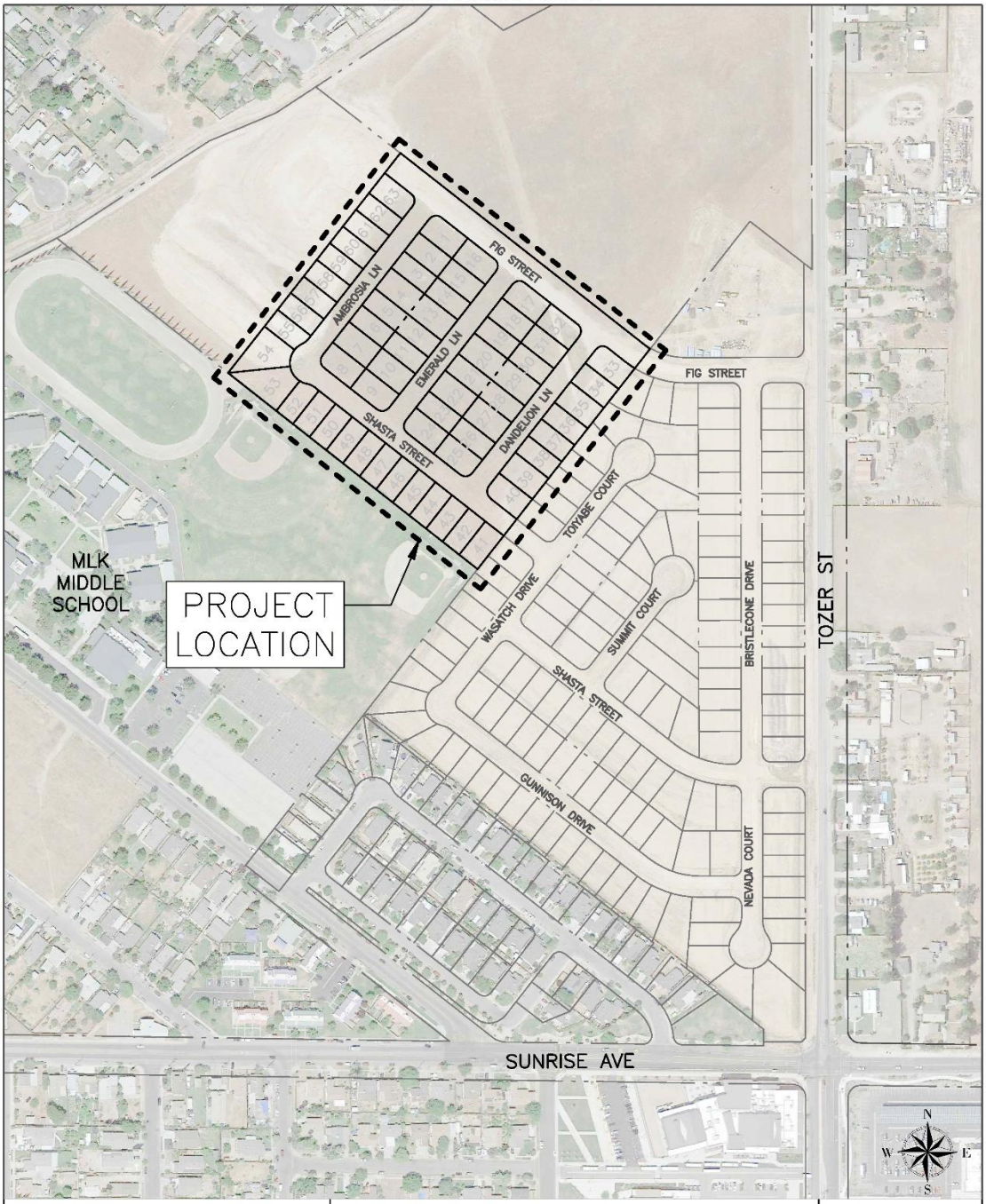
- NOTICE IS HEREBY GIVEN that on October 30, 2024, the City Council of the City of Madera confirmed the satisfactory completion of all subdivision improvements as shown on the plans for Iveywood II Subdivision (Tract No. 21-S-01)

Dated: _____

By: _____
Alicia Gonzales
City Clerk

Location Map

LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE** **MADERA, CA 93638**	IVEYWOOD ESTATES II TRACT 21-S-01	DR BY: EP CH BY: DATE: 6/3/22 SCALE: NTS SHT 1 OF 1

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-12

SUBJECT:

Reimbursement to Joseph Crown Construction Inc, a California Corporation for Improvements Associated with Iveywood I Subdivision

RECOMMENDATION:

Adopt a Resolution approving a budget amendment increase of $25,583 for the purpose of reimbursing for improvements completed in connection to the Improvement Agreement for Iveywood I Subdivision (Agreement)

SUMMARY:

The Subdivider, Joseph Crown Construction, Inc, a California Corporation (Subdivider), completed improvements constructed in accordance with the approved Agreement and were accepted by City Council (Council) on three separate Council meetings; two partial and final when all improvements were complete. It is recommended that the Council approve a budget amendment increase to allow for further reimbursement.

DISCUSSION:

With the various acceptances, the City was able to begin the reimbursement process for the project improvements. Partial Acceptance of off-site street and storm drain improvements occurred on May 17,2023. A subsequent Partial Acceptance for Sewer Improvements occurred on July 19, 2023. As a result of the partial acceptances by Council, the Subdivider was reimbursed via the Development Impact Fee (DIF) program. At the time of the initial Reimbursements, the amount of reimbursable costs was greater than the amount available in the appropriate accounts. As a result, a secondary Reimbursement is necessary as funds have accumulated.

Due to the time frame in which funds accumulated, this account was not currently budgeted for the actual amount of available funds. In an effort to provide a reimbursement to the Subdivider

of the full funds available, an amendment is needed to allow for the additional funds to be reimbursed.

FINANCIAL IMPACT:

The proposed action will not have an impact on the City's General Fund as the reimbursement is made through the DIF Program.

ALTERNATIVES:

Should the City not approve the Budget Amendment, the Subdivider would be reimbursed less than the full amount available to be reimbursed.

ATTACHMENTS:

1. Resolution
   - Exhibit A: Improvement Agreement
   - Exhibit B: Budget Amendment Sheet

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR REIMBURSEMENT OF SUBDIVISON IMPROVEMENTS ASSOCIATED WITH THE IVEYWOOD I SUBDIVISION

WHEREAS, partial acceptance of improvements for the Iveywood I Subdivision constructed by Joseph Crown Construction, Inc was approved by the City Council on May 17, 2023; and

WHEREAS, a second partial acceptance of Improvements for the Iveywood I Subdivison constructed by Joseph Crown Construction, Inc was approved by the City Council on July 19, 2023; and

WHEREAS, acceptance of all remaining Improvements for the Iveywood I Subdivison constructed by Joseph Crown Construction, Inc was approved by the City Council on October 3, 2024, 2024 ; and

WHEREAS, the Iveywood I Subdivison is subject to an Improvement Agreement (Agreement) as seen in Exhibit A that provides for reimbursement of certain improvements including street, storm drain and sewer pipe; and

WHEREAS, with the additional construction within the existing sewer infrastructure and Southeast Quadrant and the Existing Sewer the Impact Fee accounts ,from which funds will be used to reimburse, have accumulated and were not currently budgeted for the full amount required to provide a full reimbursement to the developer, Joseph Crown Construction, Inc, a California Corporation; and

WHEREAS, the Budget Amendment would allow for Reimbursement as outlined in the Agreement

WHEREAS, there are insufficient funds programmed in the FY 2024/25 budget for the funds currently available in the Existing Sewer and Southeast Storm Drain Impact Fee accounts; and

WHEREAS, funds are available in the Existing Sewer Impact Fee account No.41080000-1005 and Southeast Storm Drain Impact Fee Account No.40990000--1005

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 FY 2024/2025 Budget is hereby amended in accordance with Exhibit B, Budget Amendment Breakdown which is attached and incorporated by reference herein.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.

4. This resolution is effective immediately.

* * * * *

Exhibit A

Improvement Agreement for Iveywood I Subdivistion

RECORDING REQUESTED BY:

City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

IMPROVEMENT AGREEMENT
IVEYWOOD I SUBDIVISION
(TRACT NO. 19-S-03)

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 2020, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; and Joseph Crown Construction and Development, a California Corporation, hereinafter called "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

A. Owner has filed with City a certain subdivision map of a proposed division of land known as FINAL MAP OF TRACT NO. 19-S-03 IVEYWOOD I, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2019-02 ("Tentative Map") is on file with the City Clerk.

B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.

C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.

D. Owner is required to construct certain street, utility, and public improvements within the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense,

construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Improvement Plans for Tract 19-S-03," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Standard Drawings and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

E. Reference is made hereby to (a) that certain subdivision map entitled, "Final Map of Tract No. 19-S-03 Iveywood I," (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (d) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.

G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City and provide the City with all other things as required herein and/or as required by the City.

H. Recordation of said Final Tract Map to divide the property therein offered are subject to and on the condition precedent that Owner first provide the City with such bonds, improvement securities, monies, insurance and Homeowners Association as required herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the foregoing recitals which are made a substantive part of this Agreement and in consideration of the approval of the above-mentioned Final Tract Map by City for filing and recording as provided and required by law, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 *et seq*. ("the Subdivision Map Act"), and Section 10-2.701 *et seq*. of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Drawings and Specifications, including attached details and amendments thereto.
4. "Division" shall mean and include the real property shown and described on the subdivision map as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
5. "Improvements" shall mean all work and improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all applicable Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in place at the time of

application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.

3. Fee Adjustments:
    a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
    b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities under this agreement.

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

E. INSURANCE

Prior to the recordation of the Final Map, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees

against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of Five Million Dollars ($5,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner or its contractors and City and the City Engineer, their officers, agents and employees shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

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

F. NOTICE OF COMPLETION

The offers of dedication made on the Subdivision Map shall remain open but will not be accepted by the City until the City Council accepts the Improvements and authorizes the recording of a Notice of Completion. The City may accept such offers in its sole discretion at any later date without further notice to Owner. Until such time as City formally accepts the Improvements and any lands, rights of way or easements, Owner shall be responsible to maintain such lands, rights of way, easements and improvements in a safe condition and good repair.

Owner agrees that the use of any or all streets and improvements specified in this Agreement shall be at all times, prior to the final acceptance of the subdivision by City, at the sole and exclusive risk of Owner, and the issuance of any occupancy permits by City for dwellings located within the subdivision shall not be construed in any manner to be an acceptance or approval of any or all of the streets and improvements in the subdivision, or that stage of development of the streets and improvements represented by their condition at the time of issuance of any occupancy permits, or any stage of their development reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

Prior to recording the Final Map, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as provided herein. Bonds or other security instruments shall be

maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide the following as security:

1. Performance Security. Owner shall provide to City performance security in an amount no less than Three Million Five Hundred Seventeen Thousand Nine Hundred Sixty-Five Dollars and Ninety-Five Cents ($3,517,965.95) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City Attorney.

2. Payment Security. Owner shall provide to City payment security in an amount no less than One Million Seven Hundred Fifty-Eight Thousand Nine Hundred Eighty-Two Dollars and Ninety-Eight Cents ($1,758,982.98) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney. Payment security shall be released in accordance with Madera Municipal Code section 10-2.708.7.2. Security given to secure payment to the contractor, subcontractors, and to persons furnishing labor, materials, or equipment may, six (6) months after the completion and acceptance of the Improvements required under this Agreement, be reduced to an amount equal to the amount of all claims therefor filed and of which notice has been given to the City Council. The balance of the security shall be released upon the settlement of all such claims and obligations for which the security was given.

3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Three Hundred Fifty-One Thousand Seven Hundred Ninety-Six Dollars and Sixty Cents ($351,796.60). The warranty security shall serve as a guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The

warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to, if not already done so, complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 51 pursuant to California Streets and Highway Code section 22500, *et. seq*., and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 51 of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 51 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 51 is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

Owner shall grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to

complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

L. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera concurrently with final map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision.

N. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. The Final Map has been recorded separately, and a copy is on file with the City Clerk. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2019-02 approving the Tract Map as adopted on April 9, 2019 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

Owner shall be required to comply with California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq*. and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section D of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq*. and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

R. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

S. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

T. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or

during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. OBLIGATION RUNNING WITH LAND

This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City which shall be binding upon the successors, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

V. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

W. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

X. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

Y. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Z. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that

in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

AA. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

BB. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

CC. PIPES AND MONUMENTS

All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the Improvements hereunder by City.

DD. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City.

EE. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently deposit with the City not less than 1% of engineer's estimate in an amount no less than Thirty-Five Thousand One Hundred Seventy-Nine Dollars and Sixty-Six Cents ($35,179.66), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

There are no reimbursements/fair share contributions due from Subdivider.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by LandDesign Consulting, for Iveywood I Subdivision (Tract No. 19-S-03), the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Tozer Street
   - (i) Street Construction – Approximately 1,574 linear feet of north and south travel lanes located immediately adjacent (east and west) to the center 16 feet of the arterial roadway. The total area eligible for reimbursement is based on the total width (24 feet) less the amount that will be sawcut out later for construction of a landscape median (1-feet from both the north and south travel lanes). As such, 22 feet of travel lane is eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.
   - (ii) Street Construction – Approximately 277 feet of the center three lanes (includes median) of this street construction (40 feet) are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.
   - (iii) The portions of the median lane (14 feet) that are not constructed to ultimate standard are not eligible for reimbursement.
   - (iv) Storm Drain Main Construction – Approximately 265 linear feet of 54-inch pipeline, 942 linear feet of 24-inch pipeline and 42 linear feet of 18-inch pipeline are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

2. Pecan Avenue

    (i) Sewer Main Construction – Approximately 908 linear feet of 24-inch pipeline, approximately 11 linear feet of 18-inch pipeline are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

3. Pro Rata Water Well Fair Share Payment

    (i) Prior to final map recordation, the Subdivider will pay its proportional share of a new water well to be constructed by the City or other development. This payment is in addition to the Water Well impact Fee. Upon completion of the new water well, and subject to a request, the funds are eligible for reimbursement through the City's Impact Fee Program or the City's general trust account in which they will be held, subject to the availability of funds. The funds are eligible for reimbursement earlier than completion of the new water well based upon confirmation that the City has sufficient water well capacity and/or funding to construct said water well without the Subdivider's pro rata share.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

i. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen

percent (15%). Such cost shall be determined in the sole discretion of the City Engineer. City agrees to reimburse Owner for the cost of interest in accordance with Government Code Section 66485. The interest begins to accrue at the time of City's acceptance of the improvements. The interest rate to be paid is the interest rate that the City pays at the time of the City's acceptance of the improvements when the City borrows money in accordance with Madera Municipal Code section 10-8.12(C).

ii. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

KK. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

LL. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

MM. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707(C), which gives the City the right to modify plans and specifications.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1 unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

If the construction of the Improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City in writing signed by the City Engineer for such period of time as City may deem reasonable. However, City reserves the right to not issue Certificates of Occupancies for any structures constructed within this tract until improvements are constructed to the satisfaction of the City Engineer. Without limitation of the foregoing sentence, it is agreed that City shall have right to determine whether to issue or withhold Certificates of Occupancy if there is then existing a breach or failure to properly perform the obligations of this agreement, or if issuance would not serve the public health, safety or welfare.

Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective

service connection and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Iveywood I Subdivision (Tract No. 19-S-03). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

SUBDIVIDER/OWNER:

Joseph Crown Construction and Development, a California Corporation

By: _____
Joseph Crown, President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

Exhibit B

City of Madera
Budget Amendment

Org Code	Object Code	Description	Appropriation as part of Construction Approval	
			+	-
41080000	1005	Pooled Cash		$6,439.00
41080000	6800	Due To Developers	$6,439	
40990000	1005	Pooled Cash		$19,144.00
40990000	6800	Due to Developers	$19,144.00	

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-13

SUBJECT:

Accepting Improvements for the Rancho Santa Fe Subdivision (Tract No. 19-S-06)

RECOMMENDATION:

Adopt a resolution:

1. Accept improvements for the Rancho Santa Fe Subdivision (Tract No. 10-S-06)
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements

SUMMARY:

The Rancho Santa Fe subdivision is a residential development located on the south side of Cleveland Avenue, approximately 1,800 feet west of Westberry Boulevard.

The Subdivider, KB Home South Bay, Inc, a California Corporation (Subdivider), has completed the off-site public improvements associated with the Santa Fe Subdivision in accordance with the approved Improvement Agreement (Agreement), Amendment No. 1 to the Agreement (Amendment) and improvement plans. The Subdivider has paid all required fees and submitted a warranty bond for the completed improvements. It is recommended that the City Council (Council) accept the improvements completed for the Rancho Santa Fe subdivision.

DISCUSSION:

The Council approved the Improvement Agreement and Final Map on April 1, 2020. On November 16, 2022, an Amendment to the Agreement was approved by Council to incorporate park improvements for future reimbursement.

All required public improvements, including the park, for this subdivision have been completed. In accordance with the Subdivision Agreement, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision

improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house. This is common practice for new residential subdivisions to avoid damaging sidewalk as houses are being constructed.

FINANCIAL IMPACT:

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from the Subdivider to the City.

ALTERNATIVES:

If Council does not accept the completed improvements, the City will not provide regular maintenance that includes street sweeping, pavement maintenance, street light maintenance, etc.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Notice of Acceptance
2. Location Map

RESOLUTION NO. 24 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH RANCHO SANTA FE SUBDIVISION, AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

WHEREAS, the Subdivider, KB Homes South Bay, Inc, A California Corporation (Subdivider), has requested acceptance of the improvements associated with the Rancho Santa Fe Subdivision, and has submitted the required Warranty Bond; and

WHEREAS, the improvements consist of street, storm drain and utilities within the subdivision; and

WHEREAS, the improvements also include off-site improvements such as the widening of West Cleveland Avenue and addition of approximately 2151 linear feet of water main; and

WHEREAS, the City Engineer has certified to this Council that the required improvements for Rancho Santa Fe Subdivision, have been completed.

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 subdivider has completed the improvements for Rancho Santa Fe Subdivision.

3. The improvements for Rancho Santa Fe Subdivision are accepted.

4. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

* * * * *

Recording Requested By:
City of Madera
When Recorded, Return To:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 of the Government Code

NOTICE OF ACCEPTANCE

OF SUBDIVISION IMPROVEMENTS

- NOTICE IS HEREBY GIVEN that on October 30, 2024, the City Council of the City of Madera confirmed the satisfactory completion of all subdivision improvements as shown on the plans for Rancho Santa Fe Subdivision (Tract No. 19-S-06) and park as shown on Tract No. 19-S-03.

Dated: _____

By: _____
Alicia Gonzales
City Clerk

Location Map

LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **205 W. 4TH STREET** **MADERA, CA 93637**	RANCHO SANTA FE TRACT 19–S–06	DR BY: **EP** CH BY: **TL** DATE: **3/4/20** SCALE: **NTS** SHT **1** OF **1**

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-14

SUBJECT:

Pipeline Crossing Agreement with Union Pacific Railroad Company for W-43 Water Main Replacement Project

RECOMMENDATION:

Adopt a Resolution approving a Pipeline Crossing Agreement between Union Pacific Railroad (UPRR) Company and City of Madera for the Yosemite Avenue portion of the W-43 Watermain Replacement Project

SUMMARY:

The City of Madera (City) is working on a project to replace water mains in Yosemite Avenue that were identified as high risk of failure by the Sewer and Water Renewal and Replacement Plan prepared by Akel Engineering Group, dated March 2021 (Plan). All work within the Union Pacific Railroad Company (UPRR) right of way requires agreements between the City and UPRR to complete that work. Components of the project within the UPRR right-of-way include the installation of an 8-inch diameter water pipeline encased in a 20-inch diameter steel casing.

DISCUSSION:

The Water Main Replacement Project (Project) will replace approximately 9,755 lineal feet (LF) of pipe along State Route 145 (SR 145) and approximately 1,725 LF along Lake Street starting at Yosemite Avenue. The area was identified as higher risk of failure in 2021 in the Plan. This project has been accelerated for completion prior to other projects due to the planned Caltrans project to overlay the pavement on SR 145 and the City's intersection improvement project at the Lake Street/4th Street/Central Avenue intersection.

The Project includes boring under the railroad between E Street and Gateway Drive on Yosemite Avenue which is within UPRR's right-of-way. The Pipeline Crossing Agreement (Agreement) is a

standard agreement prepared by UPRR that specifies City obligations and responsibilities with respect to the pipeline within their right-of-way and is attached as Exhibit 1.

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

The fee for the Pipeline Crossing Agreement is $10,000. The Agreement also requires construction observation during the construction of the pipeline, the cost of which is not covered in this item. A warrant request for the Agreement fees will be prepared upon approval of the Agreements. Construction observation costs will be incurred during the construction phase of the project.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund. Funding for a License Fee associated with the Agreement and reimbursement of UPRR construction costs will come from project funds already programmed from the Water Utility Fund.

ALTERNATIVES:

Should Council not approve these Agreements, the water pipeline in Yosemite Avenue under the UPRR will not be replaced. A future failure would require excavating a newly improved major roadway and Caltrans strict, expensive requirements for roadway repair.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1 – Pipeline Crossing Agreement
2. Project Vicinity Map

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PIPELINE CROSSING AGREEMENT BETWEEN UNION PACIFIC RAILROAD (UPRR) COMPANY AND THE CITY OF MADERA FOR THE YOSEMITE AVENUE PORTION OF THE W-43 WATERMAIN REPLACEMENT PROJECT

WHEREAS, the City Council of the City of Madera (City) has approved the Watermain Replacement Project (the Project); and

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

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

1. The above recitals are true and correct.

2. The Pipeline Crossing Agreement as described above and attached hereto as Exhibit 1 is necessary proceed with the Project and are hereby approved.

3. This resolution is effective immediately.

****

EXHIBIT 1

Pipeline Crossing Agreement

October 8, 2024
Project: 0797597

CITY OF MADERA

Re: Proposed One (1) Eight Inch (8") Plastic Pipe Cased In A Twenty Inch (20") Steel Casing For An Underground Water Pipeline Crossing Pipeline Crossing of Railroad Property at Mile Post 183.8 on the Fresno Subdivision at or near Madera, Madera County, California.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0797597 referenced,** in the amount of **Ten Thousand Dollars ($10,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that [redacted] is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:
Name: Bank of America, Dallas, TX
Union Pacific Account = [redacted]
- ACH Routing Number = [redacted]
- Wire Routing Number = [redacted]

Mail Checks to:
Union Pacific Railroad Company
12567 Collection Center Drive
Chicago, IL 60693
- **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

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

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

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

Sincerely,

Thomas Leddy
Mgr II Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 183.8, Fresno Subdivision
Location: Madera, Madera County, California

THIS AGREEMENT ("Agreement") is made and entered into as of October 8, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF MADERA**, to be addressed at 428 E Yosemite Ave, Madera, California 93637 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) eight inch (8") plastic pipe cased in a twenty inch (20") steel casing for an underground water pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Madera, Madera County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated June 6, 2024, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) eight inch (8") plastic pipe cased in a twenty inch (20") steel casing for an underground water pipeline crossing , and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Ten Thousand Dollars **($10,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0797597)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee:CITY OF MADERA
428 E Yosemite Ave
Madera, California 93637

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

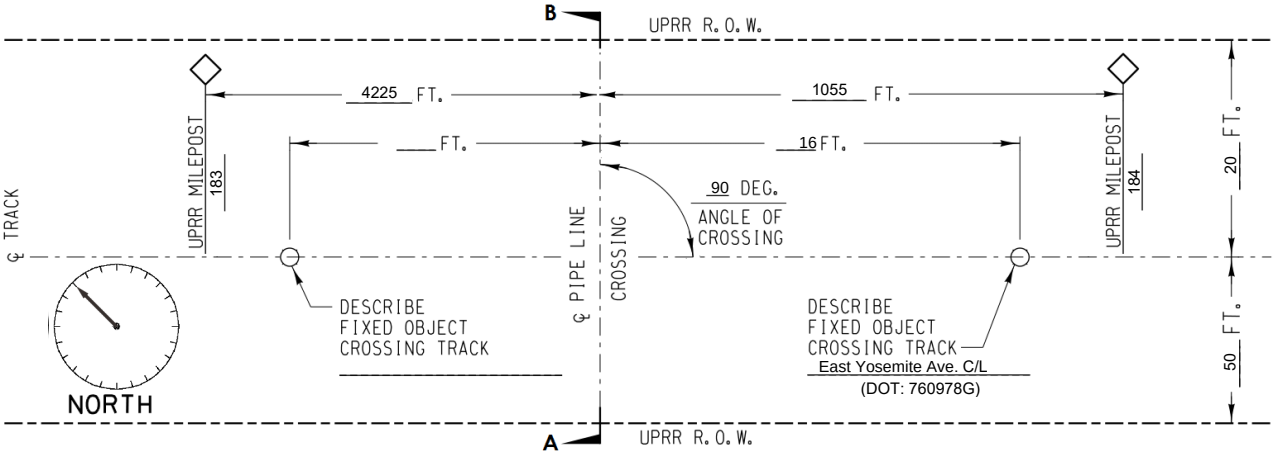
Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

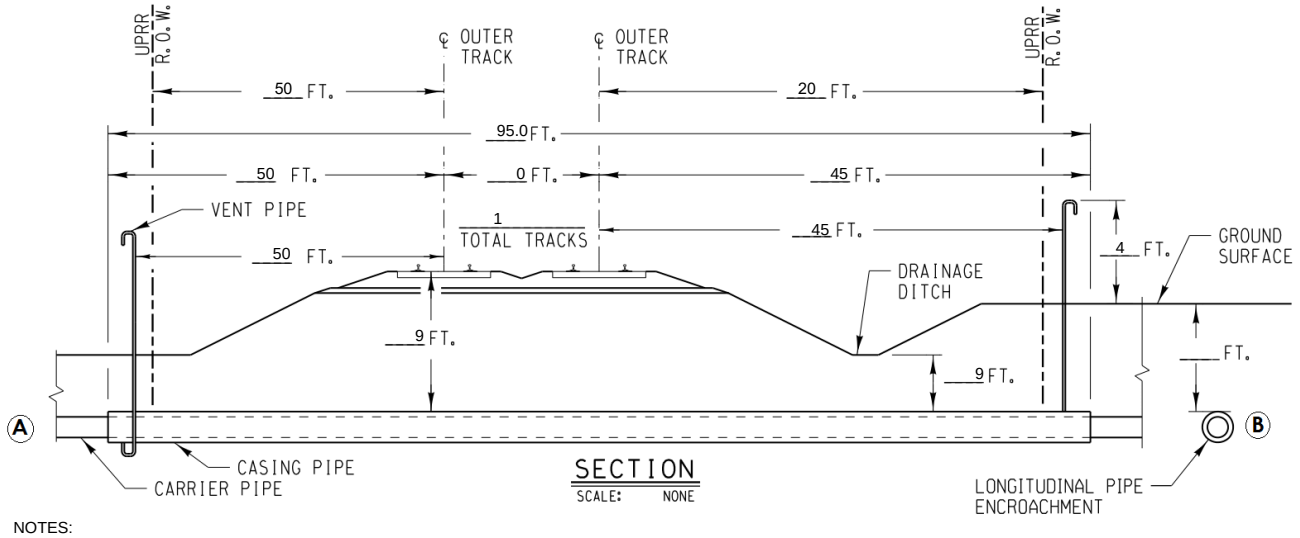
UNION PACIFIC RAILROAD COMPANY	**CITY OF MADERA**
By: _____	By: _____
Thomas Leddy *Mgr II Real Estate - Contracts*	Name Printed: _____ Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____.
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED WATER.
OPERATIONAL PRESSURE 65 PSI. MAOP 235 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 18. DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 95 FT.
WALL THICKNESS 0.375 IN. DIAMETER 20 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 50 AND 45.

BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Fresno Sub.	
TRACK TYPE: MAINLINE	
M.P.: 183.80	LAT.: 36.961679
E.S.M.: 4786+99 ±	LONG.: -120.059892
NEAREST CITY: MADERA	COUNTY: MADERA / STATE: CA
APPLICANT: CITY OF MADERA	
FILE NO.: 0797597	DATE: 06/06/2024

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

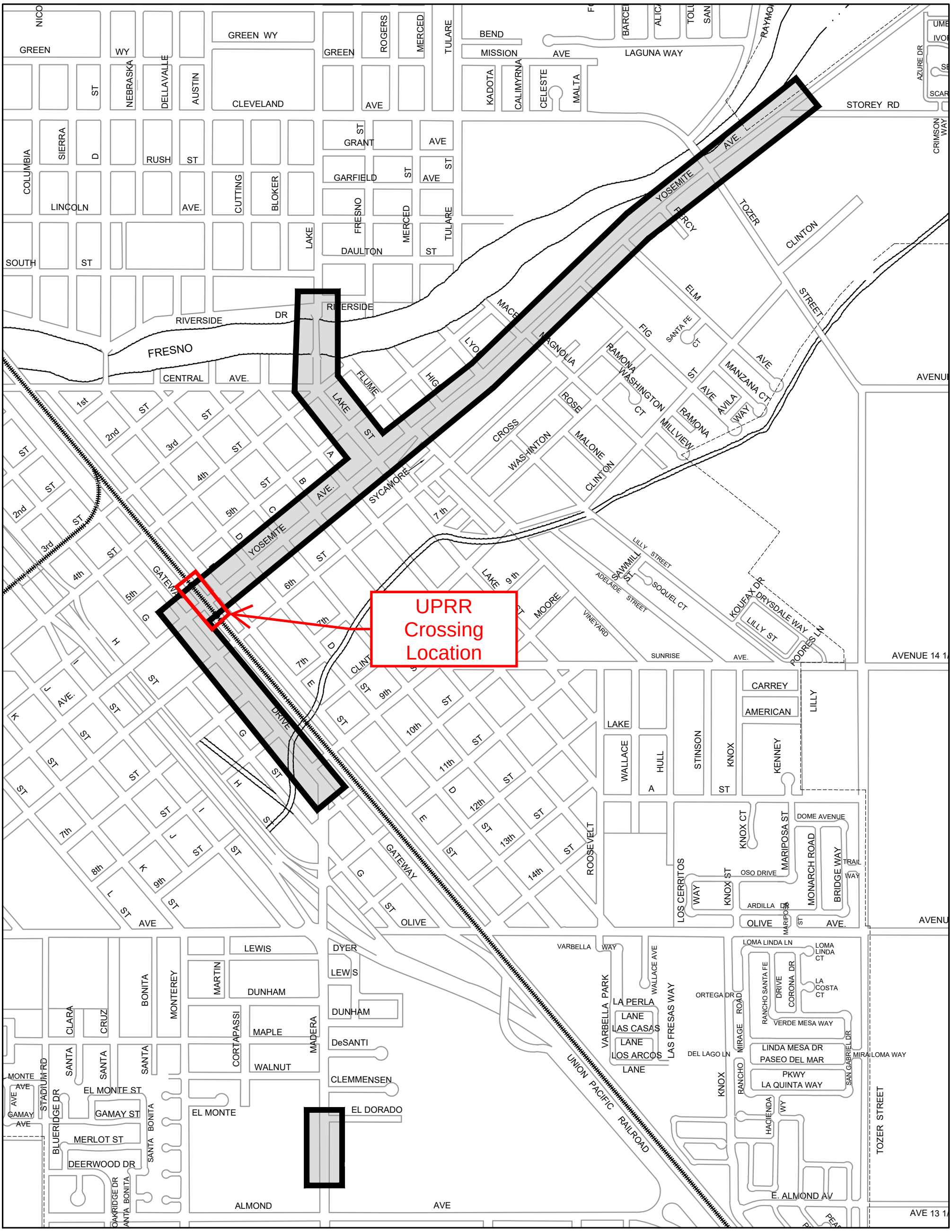
J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Attachment 2

Project Vicinity Map

W-43 Project Limits



PROJECT VICINITY MAP

N

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: B-15

SUBJECT:

Request by John G. Cazares and Norma Cazares for connection to the City's water system

RECOMMENDATION:

Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 27277 Ellis Street (APN 037-040-006)

SUMMARY:

The City has a policy wherein properties located outside the City Limits, but proximate to the City water and sewer systems, may, under certain conditions, apply for and receive City utility services. If approved by Council, this Agreement for Outside City Limits Water Connection for 27277 Ellis Street (Agreement) will be documented and recorded on the property's title, ensuring that future transactions involving the property, such as its sale, will entail the Agreement being listed in the Title Report. This provision ensures that all stakeholders involved in property transactions are made aware of the Agreement's existence and terms.

DISCUSSION:

The property owners, John G. Cazares and Norma Cazares (Owners), have an existing single-family residence on a 1.55-acre parcel located on the north side of Ellis Street, between Lake Street and Chapin Street. The Owners have made a request to connect to the existing 12-inch City water main in Ellis Street due to the failure of their well, which previously served their water needs. They have emphasized the urgency of this matter as the lack of potable water leaves them with limited options, potentially requiring reliance on bottled water or incurring expenses for water delivery services.

Importantly, all expenses associated with the water service lateral installation and subsequent charges will be borne by the Owners, including:

- Water Service Lateral: A one-inch service lateral, water meter and backflow preventer leading to the property will be installed. This metered installation will follow the standard procedure for all new City connections.

- Development Impact Fees (DIF): A DIF of $845.67 or that may be in place at time of connection, designed for one house, will be collected prior to permitting the water connection. This fee aligns with the City's development policies and is a standard procedure for new connections.

- Infrastructure payback fee will be collected in the amount of $4,671.30, representing 50% of the cost to install the 8-inch component of the 12-inch water main located in Ellis Street.

- Encroachment Permit Fee: An encroachment permit fee of $202 will be levied on the customers. This fee covers administrative expenses related to the installation process.

- Volumetric Charges: Once connected, the customers will be subject to volumetric charges, akin to existing customers. These charges are consumption-based and will be reflective of their water usage.

The Local Agency Formation Commission (LAFCO) has approved the connection of the home on this parcel to City water service outside the current City limits. This Agreement will be recorded on the title and will outline specific terms and conditions pertinent to the provided services. The Agreement serves as a critical document delineating the terms of service for the subject property and includes the Owners' covenant not to protest annexation. This covenant signifies the property owners' agreement not to oppose or protest potential future annexation efforts by the City.

FINANCIAL IMPACT:

In consideration of the request for the outside city limits water connection, it is important to note that approving this request incurs no additional expense to the City, the Water Enterprise Fund, or the General Fund. All costs associated with the physical construction of the water lateral and meter will be solely borne by the Owners.

This arrangement ensures that the financial burden of the physical installation of the water lateral and meter, as well as the applicable DIF fees, falls entirely upon the property Owners. There is no direct impact on the City's financial resources or utility funds due to this approval.

ALTERNATIVES:

The denial of this Agreement could impact the residents of the specified property, leading them to face unforeseen challenges. Without the approved water connection, the residents may encounter difficulties in obtaining access to potable water. This could prompt them to seek

alternative and potentially costly measures to meet their basic water needs. Such alternatives might include reliance on bottled water or the expense of arranging water delivery services.

ATTACHMENTS:

1. Location Map
2. Resolution
   Exhibit A – Agreement

Attachment 1

Location Map

27277 ELLIS STREET



Attachment 2

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 27277 ELLIS STREET (APN 037-040-006)

WHEREAS, John G. Cazares and Norma Cazares own the property located at 27277 Ellis Street ("Property") and desire to connect the Property to the City water system; and

WHEREAS, the property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connection to the City's water system, subject to certain conditions; and

WHEREAS, all costs to connect to the City water system will be borne by the Property owner.

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 Council approves the Agreement for Outside City Limits Water Connection for 27277 Ellis Street (APN 037-040-006) which is attached to this resolution as Exhibit A and incorporated by reference.

3. The City Engineer and City Clerk with concurrence of the City Attorney are authorized to make any clerical and non-material corrections to this resolution and the Agreement.

4. Staff is hereby directed to record the Agreement.

5. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

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

Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code……No Fee Due

Address: 27277 Ellis Street, Madera, California
APN: 037-040-006

AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 27277 Ellis Street (APN 037-040-006)

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 27277 Ellis Street ("Agreement"), is made and entered into this 30th day of October, 2024, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and JOHN G. CAZARES AND NORMA CAZARES, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 27277 Ellis Street, in the County of Madera, California and more particularly described below.

B. The Property consists of 1.55 acres, more or less, located on the north side of Ellis Street, between Lake Street and Chapin Street, known as 27277 Ellis Street, in the unincorporated territory of Madera County (the "Subject Property").

C. OWNER desires a water connection to serve one single-family dwelling on the Subject Property.

D. CITY is willing to authorize said water connection subject to conditions as set forth in this Agreement.

AGREEMENT

In consideration of the recitals above, which are incorporated herein, and the mutual promises contained herein, the Parties agree as follows:

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 12-inch water main on Ellis Street to serve one dwelling for domestic residential (no commercial or agricultural) uses only on the Subject Property located at 27277 Ellis Street, which

property is more particularly described as follows:

All that portion of Lot 193 in Section seven (7), Township (11) South, Range (18) East, M.D.B.M., of Miller and Lux Subdivision of Lands at Madera, according to map entitled: "Miller and Lux's Subdivision of Lands at Madera, Cal." filed for record in the office of the County Recorder of Madera County, California on February 2, 1895 in Book 1 of Maps, at Pages 10 and 11, described as follows:

Beginning at a point on the South line of said lot 193 (the said South line being the North line of a County Road). The Said Point of Beginning bearing Westerly 728.8 feet from the Southeast corner of said Lot 193, said southeast corner lying in the center of an 80 foot County Road, thence from said Point of Beginning parallel to the East line of said lot 193, Northerly 200.0 feet, thence parallel to said south line of lot 193 Westerly 338.5 feet, more or less, to the West line of said lot 193, West line being the centerline of an 80 foot county road, thence along said West line southerly 200 feet to the Southwest corner of said lot 193, thence along said south line of Lot 193 Easterly 338.5 feet, more or less, to the point of beginning.

APN: 037-040-006

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total $845.67 or that which may be in effect at the time fees are paid. Impact fees are based on one single family residence on a single parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay the CITY connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch component of the 12-inch water main located in Ellis Street, in the amount of $4,671.30. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. Municipal Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Municipal Service Application to apply for water and agree to pay the water rates applicable to City residents which will be billed in accordance with City billing of City residents. As a new water service connection, OWNER is required to install a water meter and a reduced pressure back flow prevention device at property line in accordance with CITY Standard Specifications and destroy any existing well onsite or disconnect from any community well in accordance with the Madera County and California Department of Health Standards.

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

5. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other

party. This Agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land identified in Exhibit A attached hereto. This Agreement shall be executed in recordable form.

6. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: John G. & Norma Cazares
27277 Ellis Street
Madera, CA 93638

TO CITY: CITY OF MADERA
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

7. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic water service to the Subject Property. Any future water connection for property development purposes is subject to CITY approval.

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review. The CITY has prepared and submitted the required application, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

9. Annexation. In accordance with Government Code Section 56133 (b) and LAFCo's

approval of the application to extend and/or connect utility services to the Subject Property, OWNER agrees not to protest the future annexation of the subject property into the City of Madera, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of water or sanitary sewer service, which might materially prejudice those holding interest in the Subject Property.

10. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

12. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

13. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

14. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

17. Applicable Law. This Agreement shall be governed and construed in accordance with California law. This Agreement concerns real property located in Madera, California and each party agrees that a court of competent jurisdiction for the judicial district including Madera, California would be the most appropriate court for any litigation that might arise in connection with this Agreement.

18. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

19. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Madera.

20. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic use and residential landscape irrigation use. No use of CITY water for agricultural irrigation or other use atypical of residential use shall be allowed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

CITY OF MADERA

By: _____
Keith B. Helmuth, City Engineer

By: _____
Santos Garcia, Mayor

OWNERS

By: _____
John G. Cazares

By: _____
Norma Cazares

ATTACH NOTARY ACKNOWLEDGEMENTS

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Shannon L. Chaffin, City Attorney

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: D-1

SUBJECT:

Contract Award for the 2024 Water Meter Project, City Project W-32, Phase I

RECOMMENDATION:

Adopt a Resolution approving the contract for the 2024 Water Meter Project, City Project W-32, Phase I in the amount of $ 1,144,950 to West Valley Construction Company, Inc.

SUMMARY:

On October 8, 2024, the City received four bids in response to an Advertisement for Bids for the installation of automatic meter reading (AMR) water meters. Of the bids received, West Valley Construction Company, Inc. submitted the lowest responsive and responsible bid per the contract requirements. Funds for the 2024 Water Meter Project, City Project W-32, Phase I (Project) are programmed in the Capital Improvement Program (CIP) Budget Fiscal Year (FY) 2024/25.

DISCUSSION:

Historically, the City did not require water meters for connections to new development. However, this changed when the State of California required that all municipalities have all water services metered by 2025, in an effort to promote water usage accountability and reduce overall consumption. Currently, it is estimated that approximately 99 percent of the City's water services are metered. The remaining unmetered services are anticipated to be addressed under this project and a future agenda item. Given the scale of the remaining work, staff recommends dividing the unmetered lines into more manageable cohorts to ensure efficient project completion.

This project is for the installation of AMR water meters at various City government buildings (9 locations), City parks (19 locations), and landscape medians/park strips within public-rights-of way (157 locations). The meters will quantify usage and have the ability, in combination with the AMR software, to monitor leaks at each location.

The Advertisement for Bids for the project was officially released on September 3, 2024, via the City's PlanetBids public bidding system. The project was also advertised in the Madera Tribune Newspaper on September 4, 2024, and again on September 11, 2024. The City received four bids by the deadline of October 8, 2024. All bids were checked for accuracy against bidding requirements, validity of licenses, and bid security.

The bids received are listed in Table 1.

Table 1: *Bid Overview*	
Bidder	*Bid*
1. West Valley Construction Company Inc	$1,144,950
2. Mid Cal Pipeline and Utilities, Inc.	$1,254,400
3. DG Construction Inc	$1,388,392
4. Walsh Montgomery Construction	$1,676,000
Engineer's Opinion of Cost	*$1,192,300*

While not part of this project, the next phase (W-32, Phase II) is currently in the design phase. This future phase will include the remainder of the commercial, industrial, and residential unmetered services in the City. Staff anticipates having the Phase II project ready to advertise by spring of the next calendar year.

The funding for this project will come from the City's Water Enterprise Fund that have been programmed in the Project.

The project budget and funding are outlined in Table 2.

Table 2*: Project Budget*	
Projected Costs	
Construction Contract – pending approval	$1,144,950
Contingencies, 10% of Contract Amount	$114,495
Construction Engineering, Inspection and Testing	$114,494
Total Costs	**$1,373,940**
Funds Programmed in FY 24/25 CIP Budget	
Water Enterprise Fund Phase I project	$1,373,940
Available Water Enterprise Fund for Phase II	$ 1,568,813

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Funds for the project are programmed in the FY 2024/25 Capital Projects Budget. Any unused funds will be used for the next phase of water meter installations.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would result in delays in the installation of water meters.

ATTACHMENTS:

1. Contract Award Resolution
    a. Exhibit 1

Attachment 1

Contract Award Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE 2024 WATER METER PROJECT, CITY PROJECT NO. W-32, PHASE I IN THE AMOUNT OF $1,144,950.00 TO WEST VALLEY CONSTRUCTION COMPANY, INC, AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on September 3, 2024 the City of Madera (City) Engineering Department released a solicitation for construction bids for the 2024 Water Meter Project, City Project No. W-32, Phase I hereinafter referred to as "the Project"; and

WHEREAS, four sealed bids were received on October 8, 2024 and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2024/25 under CIP Project W-000032.

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 (Council) has reviewed and considered all of the information presented including the report to Council from the Engineering Department.

3. The City finds that West Valley Construction Company, Inc. is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $1,144.950.00 to West Valley Construction Company, Inc, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

Exhibit 1

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this ___ day of October, 2024, between the City of Madera, hereinafter called "**OWNER",** and West Valley Construction Company, Inc, doing business as a corporation, hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**2024 Water Meter Project City Project No. W-32, Phase I"**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $1,144,950.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) Section 1, General Conditions
(J) Section 2, Special Conditions
(K) Section 3, City of Madera Standard Specifications and Drawings
(L) Section 4, Bid Items
(M) Section 5, Special Provision - Technical
(N) Contract Documents prepared or issued by City of Madera entitled "Contract Documents & Construction Specifications for 2024 Water Meter Project, City Project No. W-32, Phase I" dated September 2024, including:

Addendum No. 1, dated September 26, 2024

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER**

liquidated damages in the amount **of Four Thousand Two Hundred Dollars ($4,200.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

3. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner

and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor

on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must

comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be

required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **West Valley**

Construction Company, Inc. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. 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, **West Valley Construction Company, Inc** 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.

B. 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. An illegal use of funds by **West Valley Construction Company, Inc**;
2. A failure by **West Valley Construction Company, Inc** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **West Valley Construction Company, Inc]** to City.

In no event shall any payment by City or acceptance by **West Valley Construction Company, Inc** 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 **West Valley Construction Company, Inc** the repayment to City of any funds disbursed to **West Valley Construction Company, Inc** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93637

To the Contractor **West Valley Construction Company, Inc**

Notices. All notices and communications from the **West Valley Construction Company, Inc** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **West Valley Construction Company, Inc** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **West Valley Construction Company, Inc]** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **West Valley Construction Company, Inc** in connection to the Project and correctly sets forth the obligations of the City and **West Valley Construction Company, Inc** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **West Valley Construction Company, Inc** nor City will assign its interest in this Agreement without the written consent of the other.

28.

28 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

_____
Shannon Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: **West Valley Construction Company, Inc**
Herein Called CONTRACTOR

BY: _____
Patrick Miller

_____
Federal Tax I.D. No.

California Class A, 174968
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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.

California Notary acknowledgement required to be attached.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
West Valley Construction Company, Inc.
(Name of Contractor)

PO Box 5639, San Jose, CA 95150
(Address of Contractor)

a California Corporation, hereinafter called Principal,

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

428 E. Yosemite, , Madera CA 93637
(Address of Owner)

hereinafter called OWNER, in the penal sum of **One Million, One Hundred Forty Four Thousand, Nine Hundred Fifty Dollars, ($ 1,144,950.00**) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of November, 2024 a copy of which is hereto attached and made a part hereof for the construction of:

"2024 Water Meter Project City Project No. W-32, Phase I"

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material men, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every class performing labor upon or bestowing skill or necessary services on or furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract, and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the Employment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance code, with respect to such work and labor, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the California Civil code, and all such claimants and their assigns shall have a right of action in any suit brought upon this bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above-mentioned contract, as "completion" is defined in Section 3086 of the California Civil Code.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract of accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day of November, 2024.

ATTEST: _____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

West Valley Construction Company, Inc
(Name of Contractor)

PO Box 5639, San Jose, CA 95150
(Address of Contractor)

a California Corporation, hereinafter called Principal,

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

205 West 4th Street, Madera CA 93637
(Address of Owner)

hereinafter called OWNER, in the penal sum **One Million, One Hundred forty four thousand, Nine Hundred Fifty Dollars, ($ 1,144,950.00**) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of November, 2024 a copy of which is hereto attached and made a part hereof for the construction of:

"2024 Water Meter Project City Project No. W-32, Phase I"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day _____ 2024.

ATTEST:_____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: D-2

SUBJECT:

Lease Agreement for Facilities at the Millview Community Center with Community Action Partnership of Madera County

RECOMMENDATION:

Adopt a Resolution Approving the Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc. (CAPMC) through May 31, 2027

SUMMARY:

The City has maintained a written Lease Agreement with CAPMC for over 28 years for the use of a building at the Millview Community Center. CAPMC uses the Millview Community Center to house a Head Start program which provides preschool for Madera's young children.

Staff is recommending a renewal of the lease agreement be approved between City and CAPMC for the utilization of the facility at the Millview Community Center, for the operations of a Head Start program overseen by CAPMC. The current lease agreement amendment is expiring on November 13, 2024.

DISCUSSION:

CAPMC first entered into a Lease Agreement with the City in 1995 for the use of the Millview Community Center facilities. Several amendments and an updated, consolidated agreement in 2016 followed the 1995 agreement. The most recent lease agreement was executed in May 2021 and was set for three years, through May 2024. Base rent was set at $500 in monthly fees.

On May 15, 2024, staff requested approval of the first amendment to the lease agreement, extending the lease through August 15, 2024. Council approved the request. This came after CAPMC requested the lease agreement be renewed on April 30, 2024, as the current lease agreement was set to expire on May 15, 2024. Due to the short turnaround, and to ensure a thorough review of the agreement for revisions and updates, City staff requested the 90-day agreement extension to finalize the negotiations without interruption to the lease agreement. This extension request was memorialized by Council Resolution No. 24-64, approving the first amendment to the lease agreement.

Although progress was made in revising the lease agreement and negotiating lease agreement terms, a final lease agreement was not settled before the amendment extension expiration date. Staff requested an additional 90-day period to finalize key aspects of the lease agreement, most importantly the base fee rent. This additional extension request was memorialized by Council Resolution No. 24-118, approving a second amendment to the lease agreement.

Per the existing and prior agreements, CAPMC has had exclusive use of the west wing of the Millview Community Center facility, including a kitchen and an outdoor play area with playground equipment. CAPMC has used this facility for the operation of the Verdell McKelvey Head Start program since 1995. The Head Start program serves children from birth to age 5 and their families through a variety of services related to growth and development in a positive learning environment. These services focus on early learning, health, and family well-being.

It should be noted that the new lease agreement is significantly less than what would be reasonably charged in a commercial environment. Input received via the Madera County Economic Commission (EDC) indicates that current rental rates for commercial property is approximately $1.61 per square foot. In light of the mission, nonprofit status, and overall value to the community, staff is recommending that this particular tenant (CAPMC) by charged a rate less than the market. This represents a “Win-Win” for the tenant, the City, and the community.

The following key terms are being changed or revised herein:

- Lease agreement monthly fees set as follows:
    - $500.00 per month from June 1, 2024, through May 31, 2025.
    - $767.92 per month beginning June 1, 2025, through May 31, 2026.
    - $863.91 per month beginning June 1, 2026, through May 31, 2027.
- Lease agreement term of thirty-six months, through May 31, 2027.
- CAPMC shall, work in conjunction with Landlord during Fiscal Year 24/25, to secure funding for the repair and resurfacing of parking and driveway surfaces adjacent to the premises.

FINANCIAL IMPACT:

The monthly revenue generated from the lease agreement will be $500 in FY 24/25, $767.92 in FY 25/26 and $863.91 in FY26/27. This will total $6,000 in FY 24/25, $9,215.04 in FY25/26, and

$10,366.92 in FY 26/27 in annual revenue relief to the General Fund. Table 1 summarizes the existing agreement and the proposed agreement.

Table 1: *Comparison of Existing and Proposed Agreements*		
	Existing	Proposed
Terms	3 years	3 years
Base Rent to City per Month	$500/month	FY2024-2025: $500/month FY2025-2026: $767.92/month FY2026-2024: $863.91/month
Annual Base Rent	$6,000	FY2024-2025: $6,000 FY2025-2026: $9,215.04 FY2026-2027: $10,366.92

All revenue generated from the Lease Agreement would be reflected in the PCS Department budget #10206240, Community & Recreation Centers.

ALTERNATIVES:

Council may deny the recommendation to renew the lease agreement which would result in the immediate termination of the Lease Agreement for Facilities at the Millview Community Center with the CAPMC. This will impact the programming CAPMC conducts at the facility, impacting the students enrolled in programming, as Head Start is an ongoing service to the community.

ATTACHMENTS:

1. Resolution Approving a Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc. through May 31, 2027
    a. Exhibit A: Lease Agreement

ATTACHMENT 1

Resolution Approving a Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc. through May 31, 2027

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT FOR FACILITIES AT THE MILLVIEW COMMUNITY CENTER WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. THROUGH MAY 31, 2027

WHEREAS, the City of Madera (City) owns the Millview Community Center (Center) located at 1901 Clinton Street; and

WHEREAS, Community Action Partnership of Madera County, Inc. (CAPMC), has leased a portion of the Millview Community Center since 1995 as a location to operate their Head Start preschool program; and

WHEREAS, the City and CAPMC have historically collaborated, each contributing resources to make the operation of the Head Start program possible; and

WHEREAS, the City and CAPMC have previously entered into a Lease Agreement setting forth the duties and obligations of each party for the lease of facilities; and

WHEREAS, CAPMC is seeking to renew the lease agreement for the identified Center portion utilization; and

WHEREAS, the City and CAPMC desire to renew the Lease Agreement for a three-year term; and

WHEREAS, the Lease Agreement term would be through May 31, 2027; and

WHEREAS, the Lease Agreement is in the best interests of the City, CAPMC, and the citizens of Madera.

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 Lease Agreement with Community Action Partnership of Madera County, Inc. for the occupation and use of facilities at the Millview Community Center, attached hereto as Exhibit A and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A: Lease Agreement

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attention: City Clerk
205 W 4th Street
Madera, CA 93637

APN. [SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from filing/recording fees per Govt. Code §27383

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into on this ___ day of _____, 2024 ("**Lease Date**"), by and between the CITY OF MADERA, a municipal corporation ("**Landlord**" or "**City**") and COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. ("**Tenant**"). Landlord and Tenant are sometimes individually referred to as a "**Party**" and jointly as the "**Parties.**"

RECITALS:

A. Landlord owns that certain real property located at 1901 Clinton Street in Madera, CA, commonly referred to as Millview Community Center, which is legally described on **Exhibit A** attached hereto and incorporated herein by reference ("**Real Property**"). The Real Property is a community center complex with three (3) buildings located at the Real Property.

B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant a portion of the Real Property pursuant to the terms set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Lease Premises; Statutory Notice.

1.1. Lease Premises. Subject to the terms of this Lease, Landlord hereby Leases to Tenant and Tenant hereby leases from Landlord, for Tenant's exclusive use (i) that portion within the Real Property as depicted on **Exhibit B** attached hereto consisting of the building space located at 1901 Clinton Street ("**Lease Premises).** The Lease Premises include, and as indicated on Exhibit C**:**

a. Building of a total of 3,588 square feet.
b. Playground area for a total of 6,011 square feet.

1.2. Common Areas. Excluding the Lease Premises, the portions of the Real Property such as the automobile parking areas, driveways, and footways are hereinafter referred to as the ("**Common Areas**.")

1.3. Reserved Rights. Landlord shall have the right from time to time, in Landlord's sole discretion, to do any of the following without Tenant's consent but on not less than twenty-four (24) hours' notice to Tenant:

i. To make changes to the Common Areas;

ii. To temporarily close any of the Common Areas for maintenance purposes, so long as reasonable access to the Lease Premises remains available;

iii. To add additional buildings and improvements to the Common Areas;

iv. To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Lease Premises, or other portions of the Real Property; and

v. To do or perform such other acts or make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of its reasonable judgment, deem to be appropriate.

1.4. Parking. During the term of this Lease, Lessee shall have the non-exclusive use in common with Landlord, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas adjacent to the Leased Premises or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. Landlord reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility, and other uses as the Landlord sees fit.
There is no long-term or permanent parking of any vehicles permitted. Landlord will not be responsible for any damage or theft to cars parked on the premises at any time.

1.5. Statutory Disclosure Notice. Pursuant to California Civil Code Section 1938, Tenant is advised that the Lease Premises has not undergone inspection by a Certified Access Specialist (CASp) and, therefore, Landlord is not aware if the Lease Premises complies with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

2. Term; Right to Terminate.

2.1. Term. This Lease shall commence on June 1, 2024 ("**Effective Date**") and be in place for a total of thirty-six (36) months, through May 31, 2027. ("**Term"**)

2.2. Landlord's Right to Terminate. At anytime, with or without cause, Landlord may terminate this Lease upon thirty (30) days written notice. Tenant shall remain obligated to pay Base Rent for the remaining period prior to termination of the Lease. Tenant shall surrender the Lease Premises in the condition described herein (Section 25) and Tenant shall not be eligible for moving or relocation expenses.

1.3.1 Recordation. Within ten (10) business days of the execution and acknowledgement of this Lease by both parties, Landlord shall cause a copy of this Lease to be recorded in the Official Records of Madera County ("**Official Records**") pursuant to Government Code Section 37393. Upon termination or exercise of any rights under this Lease or an amendment of this Lease, the parties shall record a copy thereof in the Official Records. Upon termination of the Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any documents reasonably requested by Landlord in order to terminate the Lease in the Official Records.

3. Rent and Other Consideration.

3.1. Basic Rent.

$500.00 per month from June 1, 2024, through May 31, 2025.

3.2. Base Rent Increase.

$767.92 per month beginning June 1, 2025, through May 31, 2026.
$863.91 per month beginning June 1, 2026, through May 31, 2027.

3.3 Miscellaneous. All Base Rent shall be paid in advance without notice, demand, deduction or offset on or before the first day of each calendar month during the Term of this Lease. Rent for any period during the Term which is less than one (1) month shall be prorated, assuming a thirty (30) day month. Rent shall be paid to Landlord in lawful money of the United States of America, to Landlord at City of Madera, or at such other place as Landlord may designate in writing. All sums which may be due from Tenant under this Lease are deemed "**Rent**".

Remit payment to:

City of Madera
Attention: Receivables Collections
205 West 4th Street
Madera, CA 93637

3.4 Late Charge. If any Base Rent is not received by Landlord within thirty (30) days of the due date, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue amount as a late charge, which is agreed to represent a reasonable estimate of the costs incurred by Landlord on account of such delinquency. Acceptance of a late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

4. Use of Premises.

4.1. **Use.** Tenant shall only use the Lease Premises for their non-profit related work which shall include providing Head Start programming which includes comprehensive education, medical and dental screening, mental health services, nutrition, and social services for pre-school age children. Tenant shall not use or permit the Lease Premises to be used for any other purpose without the prior written consent of Landlord.

4.2. **Compliance with Law.** Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, relating to, or affecting Tenant's use or occupancy of the Lease Premises.

4.3. **Prohibitions.** Tenant shall not do or permit anything to be done in or about the Lease Premises which will in any way obstruct or interfere with the rights of other parties, Landlord's use of the Building, or injure or annoy them or use or allow or permit the Lease Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Lease Premises, nor commit or suffer to be committed any waste or storage of any environmental hazardous materials in or upon the Lease Premises. Tenant shall not do or permit anything to be done in or about the Lease Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Lease Premises, or part thereof, or the contents of the Lease Premises, or cause cancellation of any insurance policy covering the Lease Premises, or part thereof, or its contents.

Tenant shall not allow any animals on the Premises except service dogs as defined in federal and state law.

Tenant shall not permit smoking or vaping inside any area of the Lease Premises. Persons wishing to smoke outside shall do so at a minimum of twenty (20) feet distance from any Lease Premises entrance, exit and operable window – assuming that smoking is not otherwise prohibited by any federal, state, or local law including the City of Madera Municipal Code as may be amended. Persons wishing to smoke are responsible for disposing of cigarette butts in an appropriate receptacle.

Tenant and their employees are advised of their responsibility to maintain direct supervision of any and all minor children present at their Lease Premises.

Tenant and their employees are expressly prohibited from using, allowing to be used or bringing any illegal drug or narcotic (under either Federal or state law) onto Lease Premises. In the interest of safety, anyone known to be under the influence of drugs and/or alcohol must be asked to, and shall, leave the Lease Premises immediately.

4.4. AS-IS. Tenant has had an opportunity to inspect the Lease Premise prior to the Effective Date and accepts it in AS-IS condition without any representations or warranties of any nature or kind whatsoever from Landlord. Tenant assumes all responsibility and expense of repairing, restoring or fixing the interior and exterior of premises so that they are suitable for the permitted uses.

4.5. Matters of Record. This Lease is subject to all existing easements, covenants, servitudes, licenses, rights-of-way and all matters of record with respect to the Common Area.

5. Maintenance and Repairs.

5.1. Tenant's Duties.

Tenant shall furnish, during the lease term, at Tenant's sole expense, the following:

a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.

b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.

c. Inside custodial supplies and services.

d. Tenant shall, work in conjunction with Landlord during Fiscal Year 24/25, to secure funding for repair and resurface of parking and driveway surfaces adjacent to the premises depicted in Exhibit C.

Tenant shall, at Tenant's sole cost and expense, maintain the interior non-structural portions of the Lease Premises (including doors and glass) in good condition and repair at all times and, upon the expiration or sooner termination of this Lease, surrender the Lease Premises in good condition and repair, reasonable wear and tear excepted. Should Tenant fail to vacate the Lease Premises in a clean and undamaged condition, Landlord may arrange for the cleaning and/or repair of the Lease Premises, the cost of which will promptly be reimbursed by Tenant.

5.2. Landlord's Duties.

Landlord shall not be required to make repairs necessitated by reason of (1) negligence or willful misconduct of Tenant, or any of Tenant's staff, volunteers, contractors, invitees, employees, clients or customers; (2) by reason of failure of tenant to perform or observe and promptly report to Landlord any conditions the repair of which are Landlord's responsibility; or

(3) by reason of the failure of Tenant to perform or observe the conditions or agreements in this Lease, or caused by unauthorized alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Tenant shall be solely responsible, at its cost and expense to repair any Tenant caused damage.

5.3. Common Areas. Landlord shall maintain the Common Areas in good condition and repair at all times.

6. Alterations and Additions. Tenant shall not make or suffer to be made any alterations, additions or improvements in, to or about the Lease Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions or improvements in, to or about the Lease Premises including, but not limited to, wall coverings, carpeting, paneling and built-in cabinet work, but excepting Tenant's movable furniture and trade fixtures, shall, on the expiration of the Term, and any extensions thereof, become a part of the realty and belong to Landlord and shall be surrendered with the Lease Premises.

7. Signs. Tenant shall not place any sign upon the Lease Premises without Landlord's prior written consent, and as approved by the Parks & Community Services Director. If Landlord consents to any sign, such sign shall be installed or affixed in the receptacle provided for such sign only. Landlord shall not unreasonably withhold its consent to a reasonable sign which Tenant, at Tenant's sole cost and expense, may install in compliance with Landlord's requirements and in compliance with all applicable municipal ordinances. Any damage to the Lease Premises occasioned by the installation, maintenance, or removal of such sign shall be borne by the Tenant.

8. Utilities. Tenant shall pay, before delinquency, for all charges for water, gas, heat, electricity, power, sewer, telephone service, internet, and all other services and utilities used in, upon or about the Lease Premises by Tenant during the entire Lease. Tenant shall also be responsible for arranging such services directly with the utility service providers. No modifications to the Lease Premises (including any installations to the walls or roof) shall be made by Tenant's service providers without the prior written consent of Landlord. Furthermore, Landlord shall not provide or be responsible for the use of emergency generator services to Tenant.

9. Claims Against Premises. Tenant shall not suffer or permit to be enforced against the Lease Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from any claim for any work of construction, repair, restoration, replacement or improvement of or to the Lease Premises or any other claim or demand however the same may arise, but Tenant shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Lease Premises. Tenant agrees to indemnify and hold Landlord and the Lease Premises free and harmless of all liability for any and all such claims and demands, together with Landlord's reasonable attorneys' fees and all costs and expenses in connection with any such claims or liens.

10. **Real and Personal Property Taxes.** Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's possessory interest in and to the Lease Premises, leasehold improvements, equipment, furniture fixtures and personal property located in or about the Lease Premises. Tenant specifically acknowledges that the interest granted under this Lease may be subject to possessory interest taxes. Tenant agrees that, without prior demand or notice by Landlord, Tenant shall, not less than fifteen (15) days prior to the day upon which any such possessory interest or other such tax is due, provide Landlord with proof of payment of such tax.

11. **Rules and Regulations.** Tenant shall faithfully observe and comply with all the rules and regulations promulgated by Landlord from time to time. Any additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant.

12. **Holding Over.** Tenant has no right to retain possession of the Lease Premises or any part thereof beyond the expiration or earlier termination of this Lease. Any holding over after the expiration of the term of this Lease, with the consent of the Landlord shall be a tenancy from month-to-month with Base Rent payable each month. The tenancy is cancelable upon thirty (30) days' written notice upon the terms and conditions that existed during the last year of the Term.

13. **Entry by Landlord.** Tenant agrees that representatives of Landlord, as designated by Landlord, shall, during normal business hours, or outside normal business hours in the event of an emergency, have the right to enter the Lease Premises and inspect the same to determine if the same complies with each and every term and condition of this Lease and with all applicable municipal, county, state and federal laws, rules, ordinances and regulations relating to Real Property occupancy and the conduct of Tenant's business. Tenant waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Lease Premises, and any loss occasioned thereby. For each of the aforementioned purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Lease Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Lease Premises without liability to Tenant, except for any failure to exercise reasonable care for Tenant's property. Any entry to the Lease Premises obtained by Landlord by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Lease Premises, or an eviction of Tenant from the Lease Premises or any portion thereof.

14. **Damage.** In the event the Lease Premises are destroyed or damaged by fire or other casualty as to be rendered uninhabitable ("**Casualty**"), this Lease may be terminated by either party in its sole discretion upon written notice to Tenant within thirty (30) days of such occurrence. If the Lease is not terminated by Landlord or Tenant, Tenant shall be responsible to repair the damage to the Lease Premises and

Landlord shall be responsible to repair any damage to the Real Property (other than the Lease Premises) or Common Areas unless such was caused by Tenant or its employees, agents or invitees in which event Tenant shall, at its sole cost and expense repair the damage.

15. **Repair of Damage by Landlord.** Tenant agrees to notify Landlord in writing promptly of any damage to the Lease Premises resulting from a Casualty, as defined above. If the Lease Premises are damaged by a Casualty or any Common Areas of the Real Property providing access to the Lease Premises are damaged by a Casualty such that Tenant does not have reasonable access to the Lease Premises and neither Landlord nor Tenant has elected to terminate this Lease, Landlord shall promptly and diligently restore such Common Areas to substantially the same condition as existed before the Casualty, except for modifications required by Real Property codes and other laws and except for any other modifications to the Common Areas considered desirable by Landlord. In making these modifications, Landlord shall reasonably endeavor to avoid impairing Tenant's access to the Lease Premises. Landlord's obligation to restore is subject to the availability of insurance proceeds and shall further be subject to reasonable delays for insurance adjustments and other matters beyond Landlord's reasonable control and subject to the other clauses of this Lease. If Tenant requests that Landlord modify Tenant improvements in connection with the rebuilding, Landlord may condition its consent to those modifications on:

a. Tenant's payment to Landlord before construction is begun of any sums in excess of the amount of insurance proceeds received by Landlord that are needed to complete the restoration of Tenant improvements; and

b. Confirmation by Landlord's architect or contractor that the modifications will not increase the scope of work or the time necessary to complete Tenant improvements.

16. **Waiver of Relocation, Goodwill and Condemnation.** Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Lease Premises at the end of the Lease term, upon the sooner termination thereof, for any reason or vacation of the Lease Premises under any circumstances, in no event shall Tenant be entitled or shall Landlord, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state or local laws or regulations including without limitation, Uniform Relocation Assistance Laws, California Government Code section 7260, et seq. Further, Tenant being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code section 7260, et seq.) in connection therewith fully waives, releases and rejects any all relocation assistance and benefits relating to or in any respect connected with Tenant vacating the Lease Premises.

Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Lease Premises at the end of the Term, upon the sooner termination thereof for any

reason, or vacation of the Lease Premises under any circumstances, in no event shall Tenant be entitled or shall Landlord be required to provide any compensation or consideration to Tenant for the leasehold interest of Tenant, improvements pertaining to realty, personal property, fixtures and equipment, pre-condemnation damages, severance damages or interest and litigation expenses, whether based on condemnation, inverse condemnation or any other reason. Upon vacation of the Lease Premises or termination of the Lease, Tenant knowingly waives and surrenders any claims or rights to the leasehold interest, improvements pertaining to realty, personal property, fixtures and equipment, precondemnation damages, severance damages or interest and litigation expenses.

17. **Estoppel Certificate.** Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of which the Lease Premises are a part.

18. **Assignment and Subletting.** Tenant shall not assign or transfer this Lease or any right hereunder to any other party or parties, nor shall Tenant sublet all or any portion of the Lease Premises without first obtaining the written consent of Landlord which Landlord may withhold in its sole and absolute discretion. Any transfer, assignment or subletting of the Lease Premises without such prior written consent shall be void for all purposes. Consent to any such transfer, assignment or subletting shall be at Landlord's sole discretion.

19. **Indemnification.** Tenant shall indemnify, defend, and hold harmless the Landlord, its officers, employees, agents and volunteers ("Landlord 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 Tenant's performance of its obligations under this agreement or out of the operations conducted by Tenant, except for such loss or damage arising from the sole negligence or willful misconduct of the Landlord. In the event the Landlord indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Tenant's performance of this agreement, the Tenant shall provide a defense to the Landlord indemnitees, or at the Landlord's option, reimburse the Landlord indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

20. **Insurance.** Tenant shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Facilities. The

cost of insurance shall be borne by the Tenant. Should Tenant reserve common areas of the facility for its sole use pursuant to Section VII of this Agreement, Landlord reserves the right to require specific event insurance separate and above the below requirements based on the nature of the event, anticipated number of participants, and planned activities.

a. Minimum Scope and Limits of Insurance. Tenant shall maintain limits no less than:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, and sexual abuse and molestation coverage with limits no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CGL policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

ii. Automobile Liability: $2,000,000 per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 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.

iii. Worker's Compensation as required by the State of California.

iv. $1,000,000 Employer's Liability per accident for bodily injury or disease.

b. Maintenance of Coverage

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

c. Proof of Insurance

Tenant shall provide to the Landlord 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 Landlord before commencement of performance. Current evidence of insurance shall be kept on file with the Landlord at all times during the term of this Agreement. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

d. 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.

e. Waiver of Subrogation

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

f. Enforcement of Contract Provisions (non estoppel)

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

g. Specifications not Limiting

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

h. Notice of Cancellation

Tenant agrees to oblige its insurance agent or broker and insurers to provide to the Landlord 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.

i. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the Landlord. The Landlord 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.

j. Timely Notice of Claims

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

k. Additional Insurance

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

21. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. The failure by Tenant to make any payment of Base Rent or any other payment required hereunder to Landlord within five (5) days after written notice from Landlord of Tenant's failure to pay any such obligation when due under this Lease.

b. Use of Lease Premises for any purpose other than as authorized in this Lease;

c. Vacating or abandonment of the Lease Premises by Tenant;

d. Failure to provide insurance in accordance with Section 21;

e. A failure by Tenant to observe or perform any covenants, conditions or provisions of this Lease (other than payment of money), if the failure to perform is not cured within thirty (30) days of receiving written notice of the default from the Landlord. If the default cannot be reasonably cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

f. The making by Tenant of any general assignment for the benefit of creditors,

g. Filing of a voluntary petition in bankruptcy or the adjudication of Tenant as bankrupt.

h. Appointment of a receiver to take possession of all or substantially all the assets of Tenant located at the Lease Premises or of Tenant's leasehold interest in the Lease Premises.

i. Filing by any creditor of the Tenant of an involuntary petition in bankruptcy which is not dismissed within sixty (60) days after filing.

j. Attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or Tenant's leasehold where such an attachment, execution or seizure is not discharged within sixty (60) days.

Any notice required to be given by Landlord under this Section 22 shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

22. **Remedies on Default.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter and without notice or demand and, without limiting Landlord in the exercise of a right or remedy Landlord may have by reason of such default or breach:

a. Termination of Lease or Tenant's right to possession of the Lease Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Lease Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Lease Premises, expenses of reletting, including necessary renovation and alteration of the Lease Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of the award of the unpaid rent which had been earned at the time of the termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent that Lessee proves could have been reasonably avoided; and any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform Tenant's obligations under this Lease.

b. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by Landlord as to any rights or remedies available hereunder or pursuant to any law or judicial decisions of the State of California shall be binding upon Landlord until the time of trial of any such action or proceeding.

d. Take custody of all personal property owned by Tenant on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease.

23. **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. Acceptance of late payment of Base Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental

so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent.

24. **Surrender of Leased Premises.** Upon expiration or termination of this Lease, Tenant shall deliver to Landlord physical possession of the Lease Premises and the Leased Personal Property in good condition and repair, reasonable wear and tear.

25. **Time.** Time is of the essence of this Lease and each and all of its provisions.

26. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of Landlord.

27. **Sale of Premises by Landlord.** In the event of any sale of the Lease Premises, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Lease Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of Landlord under this Lease.

28. **Successors.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto, and each and all, including the Party making the assignment, shall be jointly and severally liable hereunder.

29. **Notices.** Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested, addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

Tenant: Community Action Partnership of Madera County
1225 Gill Avenue
Madera, CA 93637

Landlord: City of Madera
205 W 4th Street
Madera, CA 93637

Copy to: Parks & Community Services Director
701 E 5th Street
Madera, CA 93638

30. **Execution by Landlord Not a Waiver.** Tenant understands and agrees that Landlord, by entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in Landlord with respect to the Lease Premises to approve, disapprove or conditionally approve any application which Tenant may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which said Landlord may be empowered to apply including, but not limited to, any use permit or approval, whether similar in nature or not.

31. **Entire Agreement.** This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Lease Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

32. **Construction.** This Lease shall be construed according to its fair meaning as if prepared by both parties. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

33. **Attorneys' Fees.** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

34. **Authority of Parties.** Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

35. **Governing Law.** This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

36. **Jurisdiction.** If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in the County of Madera shall be the sole venue and jurisdiction for the bringing of such action.

37. **Severability.** If any paragraph, section, sentence, clause, or phrase contained in this Lease shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Lease shall not be affected thereby.

38. **Interest.** Any sum due to the Landlord under this Lease shall bear simple interest from and after its due date at a rate equal to ten percent (10%) per month until paid to Landlord, but no in excess of the maximum rate permitted by law.

39. **Amendment or Modification.** Any modification or amendment of any provision of this Agreement must be in writing executed by both Parties and approved by the Landlord in accordance with applicable law.

40. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

41. **Non-Discrimination:** Tenant herein covenants by and for Tenant, Tenant's successors, heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the use, occupancy, tenure or enjoyment of the Lease Premises.

42. **Acknowledgment:** Each Party acknowledges that they have read and fully understand the contents of this Lease and have had an opportunity to consult with an attorney regarding the same. This Lease represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, either written or oral.

NOW, THEREFORE, the parties hereto have entered into the Lease as of the Lease Date.

TENANT:

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

By: _____

Printed Name: _____

LANDLORD:

CITY OF MADERA
a municipal corporation

By: _____
Santos Garcia, Mayor

Dated: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By:_____
Shannon Chaffin
City Attorney

Exhibit A

Real Property Located at 1901 Clinton Street, Madera, CA 93638

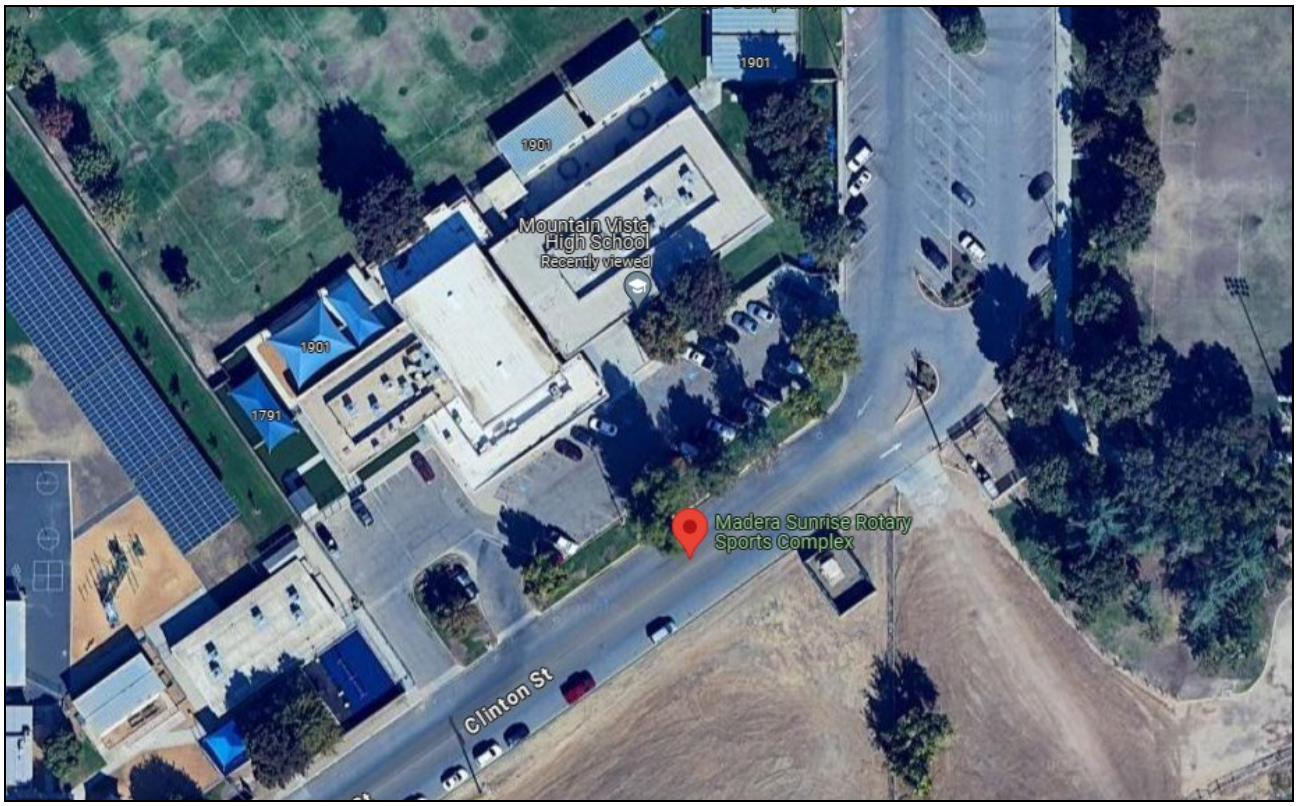


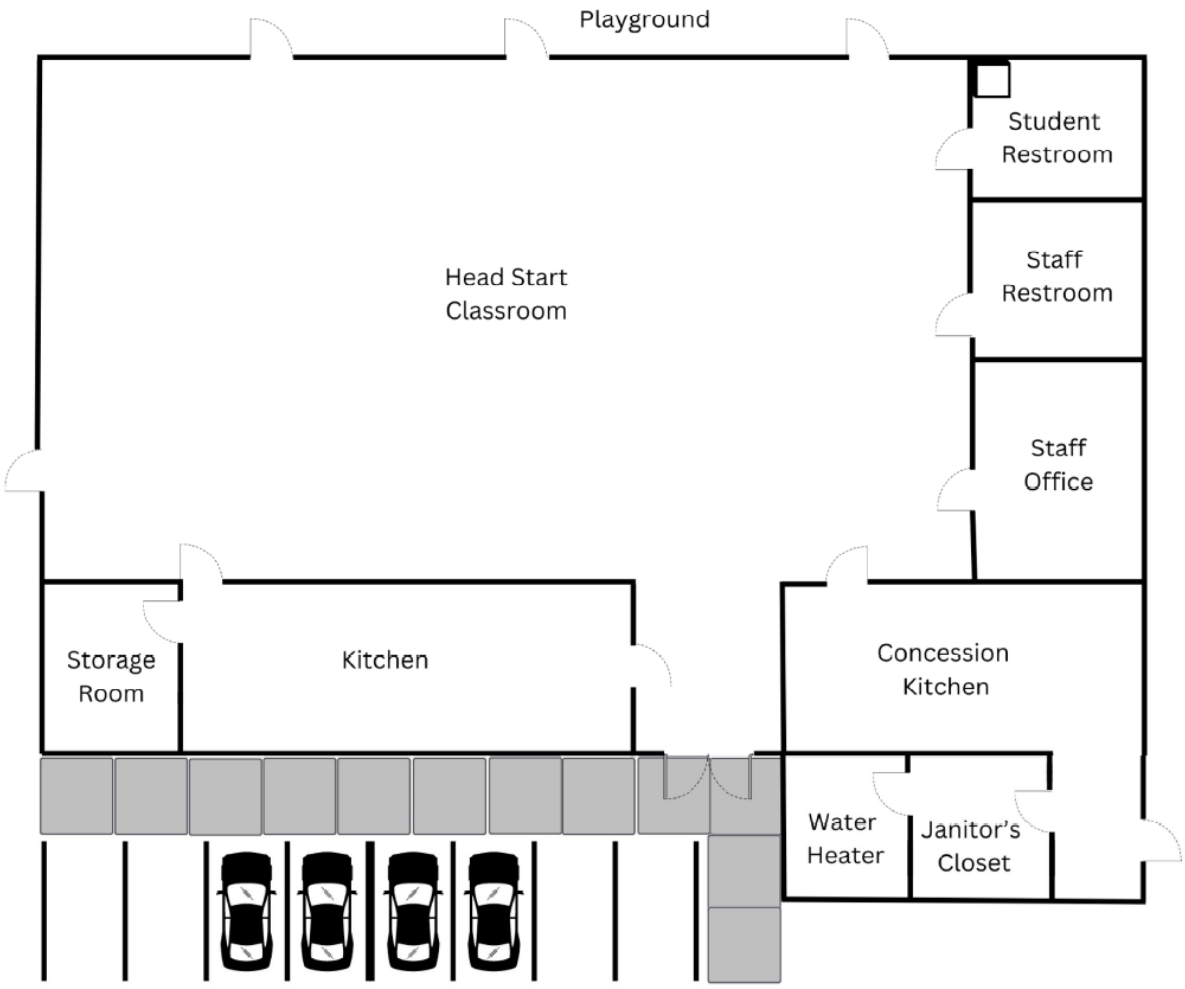
Exhibit B

Lease Premises at 1901 Clinton Street, Madera, CA 93638



Exhibit C

Layout of Leased Premises at 1901 Clinton Street, Madera, CA 93638



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: D-3

SUBJECT:

Award of sole source contract for repair and replacement of arson-damaged equipment at Thaddeus Sran Playground at Centennial Park

RECOMMENDATION:

1. Adopt a Resolution approving a sole source Construction Agreement with Dave Bang Associates, Inc., for the procurement of replacement parts, demolition, and installation of equipment damaged of $215,750.32

2. Adopt a Resolution authorizing a Class1 (Existing Facilities) and Class 2 (Replacement or Reconstruction) exemption under the California Environmental Quality Act, which states that projects are exempt when they involve the replacement of features with the same purpose and capacity as before, and for repair of existing facilities

SUMMARY:

The Thaddeus Sran Playground was damaged by arson in April 2024, causing significant harm to a portion of the playground equipment manufactured by Playworld Systems, Inc. Due to the specialized nature of the inclusive playground equipment, staff recommends that the City enter into a sole source Construction Agreement with Dave Bang Associates, Inc., the only factory-authorized supplier for Playworld in California. The agreement will include:

- Procurement of specialized playground equipment to replace portions damaged by the arson event.
- Demolition and removal of the existing damaged equipment.
- Installation of the new equipment necessary to restore the playground for public use.

The requested action is to adopt a Resolution approving the Construction Agreement with Dave Bang Associates, Inc., as outlined in this report. The City has also filed a claim with its property insurance program to seek reimbursement for the costs associated with repairing the damage. The settlement of this insurance claim will be brought to the Council for consideration at a later date, once the repairs have been completed and the final costs are known.

DISCUSSION:

Property Damage Incident

In April 2024, an unknown assailant set fire to the Thaddeus Sran Playground at Centennial Park, causing extensive damage to a significant portion of the facility. Due to the severity of the damage, the playground was determined to be unsafe and City staff suspended public access to the area.

Given that the damage was caused by arson, the City submitted a claim through its property insurance program. The City's property insurance covers replacement costs for scheduled property, including the playground. The insurance claim will be finalized after repairs are completed, and the settlement of the claim will be scheduled for Council consideration at that time.

The playground is currently outfitted with Playworld structures, a brand recognized for its durability, safety, and innovative design. To preserve the playground's functionality and aesthetic consistency, it is essential to replace the damaged components with parts that seamlessly integrate with the existing setup. For this reason, sole source procurement from Dave Bang Associates, Inc., the only authorized supplier of Playworld equipment in the State, is necessary to ensure continuity and compatibility.

The specific components to be repaired/replaced include:

- Ladder Climber
- Vertical Climber
- Swerve Climber
- Cozy Cocoon-Spinner
- Rhythm Spinner
- Accessible Bugs Panel
- Animal Locator Panel
- Deck steps
- Shifting Sands Panel
- Multiple Wheelchair Ramps
- Multiple Decks
- Supports, posts, assembly hardware

Why a Sole Source Contract?

1. *Compatibility with Existing Equipment*

   The required playground components are integral parts specifically designed to fit and function with the existing Playworld equipment installed in the Playground. Procuring equipment from a different manufacturer could result in incompatibility issues, compromising the safety and visual consistency of the playground.

2. *Unique Design and Technical Specifications*

   The equipment produced by Playworld is distinguished by its unique design and proprietary technical specifications. These specifications are exclusive to Playworld; no other manufacturer offers components that can be assembled with the existing structures. This uniqueness makes Playworld the only viable source for the required equipment.

3. *Sole Source provider:*

   Dave Bang Associates, Inc. is the only Playworld equipment supplier in California and the only factory-certified licensed contractor.

Under California state law (California Public Contract Code Section 3400), a sole source procurement is permissible when specific criteria are met. These criteria include situations where the required equipment is unique in its design or is necessary to match other products used in a particular public improvement, either completed or in progress.

In this case, the playground equipment required by the City is uniquely available from Dave Bang Associates, Inc. due to its specific design and technical specifications. The need to maintain compatibility with existing structures further justifies this procurement method. As such, entering into a sole source contract with Dave Bang Associates, Inc. is legally justified under California law, ensuring the City adheres to statutory procurement guidelines.

Staff recommends that the Council approve the Resolution to enter into a sole source contract with Dave Bang Associates, Inc. for the procurement of the required playground equipment, demolition, and installation services. This will ensure the city's playgrounds' continued safety, functionality, and aesthetic consistency while complying with the applicable legal framework.

CEQA Regulation Exemption

Staff has performed a preliminary environmental assessment and has determined that this project falls within the Categorical Exemptions set forth in the California Environmental Quality Act (CEQA) Guidelines sections:

- 15301 (d) Restoration of rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.
- 15302 (c) Replacement or reconstruction of existing utility systems or facilities involving negligible or no expansion of capacity.

FINANCIAL IMPACT:

The costs to replace the damaged equipment will be paid from the City’s Property Damage expensing org in the Insurance Reserve Fund, established as part of the Fiscal Year 2024/25 Operating Budget to ensure damaged public facilities are repaired as expeditiously as possible. The total cost associated with the Construction Agreement is shown in Table 1. Staff has initiated

a claim with the City's property insurance, which insures at replacement cost less a $5,000 deductible.

Table 1: *Summary of requested procurement*		
1.	Equipment replacement parts	$79,194.48
2.	Demolition and installation services	$136,555.84
Total		**$215,750.32**

ALTERNATIVES:

In considering the Council's options, several potential alternatives are identified for consideration:

- The Council may choose to request that staff bring additional information, documentation, or clarification to a subsequent meeting.
- The Council may decide to reject the request altogether. This action would result in an estimated 30 percent of the playground being removed, thereby impacting the playground's overall usability.

ATTACHMENTS:

1. Resolution approving a sole source Construction Agreement with Dave Bang Associates, Inc., for the procurement of replacement parts, demolition, and installation of equipment damaged by arson at the Thaddeus Sran Playground for $215,750.32
    a. Exhibit A: Construction Agreement.
        i. Exhibit 1: Cost Summary
        ii. Exhibit 2: Addendum No. 1
        iii. Exhibit 3: Addendum No. 2
        iv. Exhibit 4: Insurance Requirements for Contractors
2. Resolution Authorizing a Class1 (Existing Facilities) Class 2 (Replacement or Reconstruction) exemption under the California Environmental Quality Act, which states that projects are exempt when they involve the replacement of features with the same purpose and capacity as before and for repair of existing facilities.
3. Letter from Playworld Establishing Dave Bang Associates, Inc. As an Exclusive Contracted Sales Representative in the State of California
4. Photos of Property Damage

ATTACHMENT 1

RESOLUTION NO. 24-_____

RESOLUTION APPROVING A SOLE SOURCE CONSTRUCTION AGREEMENT WITH DAVE BANG ASSOCIATES, INC., FOR THE PROCUREMENT OF REPLACEMENT PARTS, DEMOLITION, AND INSTALLATION OF EQUIPMENT DAMAGED BY ARSON AT THE THADDEUS SRAN PLAYGROUND FOR $215,750.32

WHEREAS, during April 2024, the Thaddeus Sran Playground facilities were damaged by fire, determined to be arson; and

WHEREAS, City intends to replace the damaged playground equipment, including demolition and installation services, at the Thaddeus Sran Playground in Centennial Park to restore the park to its original condition for public use; and

WHEREAS, the equipment to replace is an integral part of existing Playworld Equipment brand equipment with very particular design specification as a means to assemble with existing structure; and

WHEREAS, Dave Bang Associates, Inc. is the sole source for Playworld Equipment in California, as well as the factory certified licensed contractor for Playworld Equipment; and

WHEREAS, the need for a sole source contract between the City of Madera and Dave Bang & Associates, Inc. has been established.

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 sole source Construction Agreement with Dave Bang Associates, Inc. in the amount of $215,750.32, attached as Exhibit A and incorporated herein.
3. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A: Construction Agreement with Exhibits

CONSTRUCTION AGREEMENT
THADDEUS SRAN PLAYGROUND EQUIPMENT REPLACEMENT AND INSTALLATION SERVICES

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER"** or **"CITY"** and DAVE BANG ASSOCIATES, Inc., hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for **"Supply & Install, a Section of the Thaddeus Sran Playground Equipment, for replacement of all damaged equipment parts, demolition, & installation services".**

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** after the **NOTICE TO PROCEED** there is a lead time of 6 to 8 weeks for the new equipment to arrive, after the equipment arrives, will complete the same within **forty-five (45) calendar days**. The **CONTRACTOR** shall submit Payment Bond and Performance Bond in the amount of $215,750.32 and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within five (5) working days after being notified of the award of the contract.

4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum of **TWO HUNDRED & FIFTEEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLARS AND THIRTY-TWO CENTS.** ($215,750.32) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed at unit prices will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**. The term "**CONTRACT DOCUMENTS**" means and includes the following:

a) CONTRACTOR Complete Bid Proposal – Thaddeus Sran Playground Equipment Replacement, Demolition, and Installation Services.
    1. Cost Summary (Exhibit 1).
    2. Addendum No.1 DAVEBANG ESTIMATE CA261783 (Replacement Parts) (Exhibit 2)
    3. Addendum No.2 DAVEBANG ESTIMATE CA261780 (Playground Install) (Exhibit 3)

b) Insurance Requirements for Contractors. (Exhibit 4)

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of TWO HUNDRED DOLLARS ($200.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. As consideration for performance of the Work required herein, **OWNER** agrees to pay **CONTRACTOR** on a time and materials basis as set forth herein, a not-to-exceed amount of $ $215,750.32 ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the **OWNER.**

(a) Periodic payments shall be made by the **OWNER** to **CONTRACTOR** within thirty (30) days of **OWNER'S** receipt of an application for payment from **CONTRACTOR** for services rendered. Payments to **CONTRACTOR** for work performed will be made on a monthly billing basis. The application shall include all information required by the **OWNER** and shall be in a format approved by the **OWNER.** This application shall be supported by evidence which is required by this Contract and such other documentation as the **OWNER** may require. The **CONTRACTOR** shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. **OWNER** shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.

(b) Labor and Material Releases. **CONTRACTOR** shall furnish **OWNER** with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by **OWNER.**

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due to the

CONTRACTOR, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

(a) Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

ii. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

iii. Payment of an amount that is disputed by the Owner.

(b) The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

(c) Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a

reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

(d) City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(e) Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

(f) Meet and Confer:

If the Contractor disputes the Owner’s written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the

claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

(g) Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

(h) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not

constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(i) Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(j) Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor

Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor

does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of

1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall

include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **CONTRACTOR** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **CONTRACTOR'S** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **CONTRACTOR,** or should City otherwise find **CONTRACTOR'S** legal counsel unacceptable, then **CONTRACTOR** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **CONTRACTOR** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **CONTRACTOR'S** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However,

without affecting the rights of City under any provision of this Agreement, **CONTRACTOR** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **CONTRACTOR** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

CONTRACTOR agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **CONTRACTOR** fails to do so, **CONTRACTOR** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS" of the Contract Documents.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

(a) Termination of the Contract for Default.

i. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

1) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

3) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

4) Fails to prosecute the Work according to the schedule approved by the City Engineer;

5) Disregards laws or regulations of any public body having jurisdiction; or

6) Commits continuous or repeated violations of regulatory or

statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

(b) Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

i. Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

ii. Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

iii. Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

(c) Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

(d) Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

(e) The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

(f) Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so,

and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

(g) Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

(h) Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

(i) Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

i. Notice:

The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of

the receipt of the mailing.
Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

ii. Cessation of Work:

Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

iii. Payment:

The Contractor will be paid without duplication for:

1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

3) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

John Wormell,
Davebang Associates, Inc.
1885 North Main Street, Orange, CA 92865
P.O. Box 1088, Tustin, CA 92781

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

22. Warranty. Contractor warrants to OWNER that all goods, materials, and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for five years.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this

Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint ventures, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CONTRACTOR

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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 _____, 2024 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit 1

Cost Summary			
Replacement Parts			$ 79,194.48
Playground Install			$ 136,555.84
SUBTOTAL			**$ 215,750.32**

Exhibit 2

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Estimate

CA261283

To: **City of Madera-Parks & Community Services Dist**
Attn: Hector Sanchez
701 E 5th Street
Madera, CA 93638

Estimate Date	Salesperson
05/03/2024	Jackie Bowker

Centennial Park Replacement Parts

Due to current market conditions, our estimates are valid for only 14 days and are subject to change due to market volatility

Estimated Shipping Date	Shipped Via	FOB	Terms
5-12 Weeks	Truck - CA	Madera	Net 30

Quantity	Description	Unit Price	Total Extended
	Mark For: Replacement parts for 5-12 Structure		
1	Playworld# ZZPM4556, 7in BELL (POST MOUNT)	$273.00	$273.00
1	Playworld# ZZPM9079, TRI JUNCTION	$2,348.00	$2,348.00
1	Playworld# ZZPM0297, POST W/ LADDER CLIMBER (36in OR 48in DECK)	$873.00	$873.00
1	Playworld# ZZPM6998, GEO VERTICAL CLIMBER (72in DK)	$2,729.00	$2,729.00
2	Playworld# ZZPM4658, PLAYWOOD ACCESS GATES	$1,230.00	$2,460.00
1	Playworld# ZZUN4806, SHIFTING SANDS PANEL INSERT	$1,153.00	$1,153.00
1	Playworld# ZZUN4795, GEAR PANEL INSERT	$1,430.00	$1,430.00
1	Playworld# ZZPM6770, RHYTHM SPINNER HALF PANEL	$7,705.00	$7,705.00
2	Playworld# ZZPM4807, OVAL INSERT PANEL (DECK MOUNT)	$1,077.00	$2,154.00
1	Playworld# ZZPM4408, ACCESSIBLE BUGS PANEL	$1,633.00	$1,633.00
1	Playworld# ZZPM4328, ANIMAL LOCATOR PANEL	$1,867.00	$1,867.00
1	Playworld# ZZPM2696, GLIDE SLIDE (72in DECK)	$3,003.00	$3,003.00
1	Playworld# ZZUN9440, 66in WHEELCHAIR RAMP CENTERSUPPORT	$192.00	$192.00
1	Playworld# ZZPM0629, LONG COATED DECK ASSEMBLY	$2,664.00	$2,664.00
1	Playworld# ZZPM0618, 1/2 HEX COATED DECK ASSEMBLY	$2,195.00	$2,195.00
1	Playworld# ZZPM0617, TRIANGULAR COATED DECK ASSEMBLY	$1,240.00	$1,240.00
15	Playworld# ZZPM0046, 5in OD X 156in STEEL POST W/ RIVETED CAP	$575.00	$8,625.00
1	Playworld# ZZPM0616, SQUARE COATED DECK ASSEMBLY	$1,572.00	$1,572.00
1	Playworld # ZZYY7871 36in Twist climber w/ playwood	$3,097.00	$3,097.00
1	Playworld # ZZYY2916 6ft Deck to Deck Wheelchair Ramp with Playwood	$4,520.00	$4,520.00
1	Playworld # ZZYY7874 Nuvo Swerve Climber W/ playwood	$5,197.00	$5,197.00
1	Playworld #ZZPM5636	$3,995.00	$3,995.00

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Estimate

CA261283

Quantity	Description	Unit Price	Total Extended
1	Playworld# ZZXX0483, COZY COCOON - SPINNING	$4,145.00	$4,145.00
1	Playworld # ZZYY7913 Nuvo 36in Transfer Station with Playwood	$5,722.00	$5,722.00
	Subtotal		$70,792.00
1	Shipping	$2,562.00	$2,562.00

THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS	**Subtotal**	$73,354.00
THANK YOU FOR THIS CHANCE TO ESTIMATE	**Tax (8.25%)**	$5,840.48
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.	**Total**	$79,194.48

Accepted By
Print Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

since 1979
davebang associates inc.

Estimate

CA261283

Terms & Conditions

1. General Notes

*Assembly and Installation NOT included unless otherwise noted

*Payment and Performance bonds are NOT included unless otherwise stated.

If required, additional charges will apply. Please call for details!

*Customer responsible for quoted quantities and model numbers, please check!

*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload

**IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.

*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Compaction of the Engineered Wood Fiber is NOT included in the installation cost. If desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal

*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted

*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.

*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines

*Installation does NOT include saw cutting and/or core drilling unless otherwise noted

*Installation does NOT include jackhammering. Please call for details.

*Area MUST have normal soil conditions and be level.

*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - $2,000,000.00

Aggregate - $2,000,000.00

General Liability Limits:

Deductible - $2,500.00

Each Occurrence - $1,000,000.00

Damage to Rented Premises - $100,000.00

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Estimate

CA261283

Medical Expense - $5,000.00
Personal & Adv Injury - $1,000,000.00
General Aggregate (per project) - $2,000,000.00
Products Comp/OP Agg - $2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit $1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - $1,000,000.00
Disease (Ea Employee) - $1,000,000.00
Disease (Policy Limit) - $1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: _____

Exhibit 3

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associates inc.

Estimate

CA261780

To: **City of Madera-Parks & Community Services Dist**
Attn: Hector Sanchez
701 E 5th Street
Madera, CA 93638

Estimate Date	Salesperson
06/05/2024	Jackie Bowker

Centennial Park - Option 1

Due to current market conditions, our estimates are valid for only 14 days and are subject to change due to market volatility

Estimated Shipping Date	Shipped Via	FOB	Terms
2-3 Weeks	Truck - CA	Madera	Net 30

Quantity	Description	Unit Price	Total Extended
1	Site Prep by a Licensed Contractor to INCLUDE prevailing wages: - Demo/Remove Existing Equipment and Rubber	$38,410.00	$38,410.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages: - Install Replacement Play Equipment - Install Geotextile Fabric - Install Base For PIP	$56,100.00	$56,100.00
2,209	2,209 sf of Brown Rubber Bark at 12.0" in depth *To INCLUDE prevailing wages	$17.20	$37,994.80
1	Payment & Performance Bond	$4,051.04	$4,051.04
	The above price is based on utilizing the Fence Builder labor rate classification(s). If this job requires DIR project registration (PWC-100) please list this classification. If another labor classification is required, please let us know so we can revise this quote, if needed.		

THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS	**Subtotal**	$136,555.84
THANK YOU FOR THIS CHANCE TO ESTIMATE	**Tax (0%)**	$0.00
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.	**Total**	$136,555.84

Accepted By
Print Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING. ***THANK YOU!***

since 1979
davebang associates inc.

Estimate

CA261780

Terms & Conditions

1. General Notes

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10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

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* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

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*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - $2,000,000.00

Aggregate - $2,000,000.00

General Liability Limits:

Deductible - $2,500.00

Each Occurrence - $1,000,000.00

Damage to Rented Premises - $100,000.00

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Estimate

CA261780

Medical Expense - $5,000.00
Personal & Adv Injury - $1,000,000.00
General Aggregate (per project) - $2,000,000.00
Products Comp/OP Agg - $2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit $1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - $1,000,000.00
Disease (Ea Employee) - $1,000,000.00
Disease (Policy Limit) - $1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: _____

Exhibit 4

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND SERVICES CONTRACTS

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance

shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

ATTACHMENT 2

RESOLUTION NO. 24-_____

RESOLUTION APPROVING A CLASS 1 (EXISTING FACILITIES) AND CLASS 2 (REPLACEMENT OR RECONSTRUCTION) EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, WHICH STATES THAT PROJECTS ARE EXEMPT IF THEY INVOLVE REPLACEMENT OF FEATURES WITH THE SAME PURPOSE AND CAPACITY, AND FOR REPAIR OF EXISTING FACILITIES.

WHEREAS, during April of 2024 the Thaddeus Sran Playground facilities were damaged by fire, determined to be arson; and

WHEREAS, City desires to replace the damaged playground equipment, including demolition and installation services, at the Thaddeus Sran Playground in Centennial Park to restore the park to its original condition for public use; and

WHEREAS, the California Environmental Quality Act (CEQA) Title 14. Guidelines section 15301 (d) include an exemption for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment; and

WHEREAS, the California Environmental Quality Act (CEQA) Title 14. Guidelines section 15302 include an exemption for replacement or reconstruction of existing structures where the new structure will be located at the same site as the structure replaced and will have substantially the same purpose; and

WHEREAS, the California Environmental Quality Act (CEQA) Title 14. Guidelines section 15300 states the classes of projects listed do not have a significant effect on the environment, and they are declared to be categorically exempt from the requirement for the preparation of environmental documents; and

WHEREAS, the Thaddeus Sran Playground reconstruction project falls within both classes stated in section 15301 (d), and section 15302.

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 authorizes a Class 1 (Existing Facilities) and Class 2 (Replacement or Reconstruction) exemption under the California Environmental Quality Act, which states that projects are exempt if they involve the replacement of features with the same purpose and capacity as before, and for repair of existing facilities. Furthermore, none of the exceptions set forth in CEQA Guidelines Section 15300.1 are applicable to this project.
3. This Resolution is effective immediately upon adoption.

* * * * * * * *

ATTACHMENT 3

8/26/24

City of Madera

RE: Sole Source Letter

Dear Fernando Castillo,
This letter is to confirm that Dave Bang Associates is the exclusive authorized contracted sales representative for Playworld in the states of Arizona and California. Further, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,

Kristi M. Teats
Customer Service Manager
Playworld
kristit@playworld.com
570-522-5447

ATTACHMENT 4












Where am I from?










Colors



REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez, Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 30, 2024

Agenda Number: D-4

SUBJECT:

Contract award for professional janitorial services to One Main Janitorial, Inc.

RECOMMENDATION:

Adopt a Resolution approving award of agreement with One Main Janitorial, Inc., to provide professional janitorial services for City facilities

SUMMARY:

The City currently contracts with Servicemaster by J&C Brown for janitorial services for various City facilities. The existing contract was originally approved by Council on August 9, 2017, for 3 years with 4 one-year extension options. The agreement is now on a month-to-month basis. To facilitate a smooth transition to another contract, staff published a Request for Proposals (RFP) No. 202324-01 for Professional Janitorial Services. The City received 10 responsive proposals by the submission deadline. The proposals were evaluated by a team of City staff from various departments. Based on staff's review, One Main Janitorial, Inc., garnered the highest score based on the RFP's evaluation criteria.

DISCUSSION:

The City has at least 15 different locations currently receiving professional janitorial service. Currently, ServiceMaster by J&C Brown is providing these services. However, the contract recently expired and is currently on a month-to-month basis. The City desires to enter a new contract with a vendor for a three (3) year period with the option of three (3) additional one-year extensions, for a total term not to exceed six (6) years.

In February 2024, the City published a Request for Proposals (RFP) by advertising in the Madera Tribune and posting on PlanetBids, the City's online bidding platform. Through PlanetBids, notifications were sent to 28 vendors registered with the City, as well as an additional 250 vendors registered with other government agencies. In addition, the City directly notified all 27 janitorial service providers holding a City business license about the opportunity to submit a bid.

The City conducted a mandatory walkthrough for potential bidders on February 28, 2024, during which 17 bidders were in attendance. The City received and thoroughly evaluated 10 responsive bids based on the criteria specified in the RFP. The evaluation process considered the bidders' qualifications and experience, completeness of their response, proposed work plan, references, and overall cost. As part of the process, bidders were invited to tour the facilities included in this RFP, which are as follows:

- City Hall
- Engineering Division on Yosemite
- Police Department
- Corporation Yard
- Intermodal
- Frank Bergon Senior Center
- Pan-American Community Center
- Wells Center
- Police Department
- Police Department—SIU
- Madera Municipal Airport
- Wastewater Treatment Plant
- Madera Transit Center

The following 10 companies responded, in no particular order, followed by Table 1 that lists the top 3 scores:

- One Main Janitorial, Inc.
- ABM
- CCS Facility Services
- Charitar Realty
- Geil Enterprises, Inc.
- Impec Group
- Janico
- Quality Cleaning Professionals
- Quick Shipping Solutions
- Servicemaster by J&C Brown

Table 1: *Top 3 Weighted Scores*

Rank	Firm	Score
1	One Main Janitorial, Inc.	231
2	CCS Facility Services	226
3	Quality Cleaning Professionals	210

While many of the responses were competitive, the review committee ranked One Main Janitorial, Inc. as the top candidate. Although not the lowest cost bidder, they had the highest weighted average of all scoring criteria that included overall qualifications, work plan, and price. Moreover, One Main Janitorial, Inc. will shampoo the carpets and strip and wax the hard floor surfaces every six months at no additional costs, whereas the current vendor upcharges for these floor services at the City’s request.

FINANCIAL IMPACT:

The costs for services are allocated across various departments and accounts. For instance, many departments are funded by the General Fund, while services provided at the Corporation Yard and Wastewater Treatment Plant are funded through the City's Enterprise Funds. Nonetheless, the proposed vendor's average monthly cost for base services is 12 percent lower than that of

the current provider. The proposed vendor's monthly fee is $23,257, with an annual contractual price adjustment of 7 percent.

The pricing for each of the City's facilities for the three years are provided in Table 3, below.

Table 3: *Cost Proposal for Professional Janitorial Services*

Facility	Frequency	Year 1		Year 2		Year 3	
		Monthly	Annually	Monthly	Annually	Monthly	Annually
City Hall 205 West 4th Street	Daily (Mon-Fri)	$2,883	$35,596	$3,113	$37,363	$3,313	$39,756
City Hall, Finance Department 205 West 4th Street	Daily (Mon-Fri)	$1,395	$16,740	$1,506	$18,079	$1,626	$19,512
Public Works Admin. 1030 South Gateway Drive	Daily (Mon-Fri)	$2,697	$32,364	$2,912	$34,953	$3,144	$37,728
Intermodal 123 North E Street	Daily (Mon-Fri)	$756	$9,072	$776	$9,312	$796	$9,552
Frank Bergon Senior Center 238 South D Street	Three days/week (Tues, Wed, Thurs)	$682	$8,184	$702	$8,424	$722	$8,664
Pan-American Community Center 703 East Sherwood Way	Daily (Mon-Fri)	$1,798	$21,576	$1,941	$23,292	$2,096	$25,152
Wells Center, 1st Floor 701 East 5th Street	Daily (Mon-Fri)	$3,698	$44,376	$3,993	$47,916	$4,312	$51,744
Wells Center, 2nd Floor 701 East 5th Street	Daily (Mon-Fri)	$1,209	$14,508	$1,305	$15,660	$1,409	$16,908
Police Department 330 South C Street	Daily (Mon-Fri)	$3,503	$42,036	$3,783	$45,396	$4,085	$49,020
PD SIU 330 S C St	Daily (Mon-Fri)	$756	$9,072	$776	$9,312	$799	$9,588
Municipal Airport 4020 Aviation Drive	2 days per week	$491	$5,892	$511	$6,132	$531	$6,372

Wastewater Treatment Plant 13048 Road 21 1/2	2 days per week	$609	$7,308	$629	$7,548	$649	$7,788
Engineering Office 428 E Yosemite Ave.	Daily (Mon-Fri)	$1,757	$21,204	$1,897	$22,764	$2,048	$24,576
Madera Transit Center 1951 Independence Dr	Daily (Mon-Fri)	$1,023	$12,276	$1,043	$12,516	$1,063	$12,756

ALTERNATIVES:

The City Council could choose not to award the contract to this vendor and direct staff to seek additional vendors. Alternatively, the City Council could direct staff to seek a reduction in the scope of janitorial services.

ATTACHMENTS:

1. Resolution
2. Agreement for Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING A CONTRACT FOR JANITORIAL SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS (RFP) NO. 202324-01 TO ONE MAIN JANITORIAL, INC.

WHEREAS, the City contracts for professional janitorial services at various City-owned facilities and published a Request for Proposals seeking such services; and

WHEREAS, the City received ten (10) proposals to provide requested services that were deemed responsive and timely; and

WHEREAS, after evaluation and scoring of the proposals as set forth in the RFP, One Main Janitorial, Inc., received the highest weighted total score and has the desired experience and capabilities to provide the requested services; and

WHEREAS, the City desires to retain One Main Janitorial, Inc., for such services; and

WHEREAS, One Main Janitorial, Inc., desires to provide such services to the City; and

WHEREAS, an agreement for Professional Janitorial Services has been prepared that is in the best interests of both the City and One Main Janitorial, 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.
2. The agreement with One Main Janitorial, Inc., for Professional Janitorial Services, attached hereto as Exhibit 1 and incorporated herein, is approved.
3. The resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT FOR SERVICES
BETWEEN
CITY OF MADERA
AND
ONE MAIN JANITORIAL, INC.

This Services Agreement, (hereinafter referred to as the "Agreement"), effective _____, is entered between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and One Main Janitorial, Inc., (hereinafter referred to as "Vendor").

RECITALS

A. City desires to obtain Janitorial Services ("Services") and issued a Request for Proposals for said Services.

B. Vendor is a firm specializing in providing Janitorial Services with the necessary experience to provide desired Services to the City and submitted a proposal to the City.

C. City desires to retain Vendor to provide said Services, as detailed further herein.

D. City desires to retain Vendor, and Vendor desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Vendor agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall be for a three-year period effective from the date first set forth above and shall continue in full force and effect for three (3) year(s) unless otherwise terminated by the City. The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed three (3) additional one-year extensions.

2. **Scope of Work.** Vendor shall provide Services described in **Exhibit A** which is attached and incorporated by reference.

2.1. Vendor acknowledges and agrees that any Services he/she/they provide to City shall be on a non-exclusive basis.

2.2. The parties acknowledge and agree that the Vendor, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his/her/their independent judgment and shall not take direction, directly or indirectly, in connection therewith from the City

Manager, the Mayor, the City Council (or any member thereof), or any other person.

2.3. Vendor represents and warrants that he/she/they are qualified to provide services described in **Exhibit A** meeting all experience, training, and current requirements thereunder.

3. Compensation. City shall pay Vendor as follows:

3.1. Vendor shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.

3.2. Vendor shall bill City monthly and submit billing to City within five days from the end of each month. For each billing received by the fifth day of the month, the City shall make payment therefore by the 22nd day of the month. Billings submitted to City must be itemized by location.

4. Termination. Remedies and Force Majeure.

4.1. This Agreement shall terminate without any liability of City to Vendor upon thirty (30) business days prior written notice by City to Vendor or by Vendor to City.

4.2. In the event of such termination, Vendor shall be paid for all services provided to the City to date of termination.

4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement.

4.4. Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Vendor and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Vendor shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

5. Indemnification and Insurance.

5.1. Indemnification and Defense. Vendor 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 Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, 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 Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.2. Insurance. Vendor 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. Vendor shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit D**.

6.1. Vendor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

6.2. Vendor shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Vendor represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

6.4. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Vendor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital

status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Vendor will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Vendor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Vendor is performing his respective obligations in accordance with the terms hereof.

9.1. Because of his status as an independent contractor, Vendor shall have absolutely no right to employment rights and benefits available to City employees. Vendor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with his other obligations under this Agreement, Vendor shall be solely responsible for all matters relating to employment and tax withholding for and payment of Vendor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Vendor may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Vendor and City. Unless specifically provided for herein, the Vendor

shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Vendor shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4^{th}) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.

12. **Assignment.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor 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, Vendor shall not assign the payment of any monies due Vendor 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 Vendor directly to Vendor.

13. **Non-Solicitation.** Vendor represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.

14. **Compliance with Law.** In providing the services required under this Agreement, Vendor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable

attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. **General Provisions.**

19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. **Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties

with respect to the subject matter hereof and supersedes all prior agreements between City and Vendor. This Agreement may be modified only by written instrument duly authorized and executed by both City and Vendor.

Notice. Any notice required pursuant to this Agreement shall be deemed delivered if given in writing, mailed with postage prepaid, addressed and directed as follows (or at such other address as the parties may from time to time designate by written notice)

CITY:	VENDOR:
City of Madera Attn: Arnoldo Rodriguez 205 W. 4th Street Madera, CA 93637 Phone: 559-661-5400 Email: arodriguez@madera.gov	One Main Janitorial, Inc. Lino Murillo 325-355 S. Schnoor Avenue Madera, CA 93637 Phone: 559-481-2512 Email: onemainjanitorial@gmail.com

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

CITY OF MADERA
a municipal corporation

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

ONE MAIN JANITORIAL, INC.

By: _____

Date: _____

Date: _____

Date: _____

Exhibits:

Exhibit A - Scope of Work
Exhibit B - Schedule of Compensation
Exhibit C - Insurance Requirements
Exhibit D - Conflict of Interest Disclosure Form

EXHIBIT A

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 *559-481-2512*

Service Plan

Dear: Jennifer Stickman, Procurement Services Manager

Thank you for taking the time to do a walk through and providing all details about every location at hand. We have broken down each location added the scope of work, estimated daily/weekly duration and number of staff members to complete the task.

The technology behind cleaning has changed a lot in the last 5-10 years. Just making things look clean is not enough. The One Main Janitorial program goes much deeper to help improve the health and wellness of your facilities by removing the maximum amount of debris and germs at each cleaning.

Our cleaning process takes every precaution to ensure your staff, clients, and other visitors enjoy all the befits of a maximum, germ free clean facility. Our employees are highly trained in Local, State and Federal regulation, along with EPA- registered. We use only hospital grade disinfectants which are 99.9% effective to get rid of germs and bacteria, Color coded microfiber cleaning cloths to trap and remove 99% of bacteria, dirt while preventing germ spread, and HEPA backpacks vacuums to capture 99% dust, and other airborne particles, improving air quality.

Lastly each employee will have a schedule of their assigned location, a scope of work per location describing duties and duration of time.

The team at One Main Janitorial Inc. looks forward to working with you to better our community by providing the best service we can.

Sincerely,

Lino Murillo
President
559-481-2512

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

City Hall	
205 West 4th St	***6 hours daily / 30 weekly***
Madera Ca 93637	***3 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

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g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

<u>4) Perform Quarterly:</u>

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

<u>6) Perform Annually:</u>

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

City Hall Finance Department / Attorney Offices	
205 West 4th st	***3 daily / 15 weekly hours***
Madera Ca 93637	***1.5 hours between 2 person***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

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m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

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g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

<u>4) Perform Quarterly:</u>

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

<u>6) Perform Annually:</u>

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

Public works	
1030 South Gateway Drive	***6 daily / 30 weekly hours***
Madera Ca 93638	***3 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

---

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

---

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

Intermodal	
123 North E St.	***1.5 daily / 15 weekly hours***
Madera Ca 93638	***3 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

---

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

---

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

Frank Bergon Senior Center	
238 South D St	***2 hours 3X week / 6 weekly***
Madera Ca 93638	***1 hour between 2 people***

Perform Daily 3X per week Tuesday, Wednesday, and Thursday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

---

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

---

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

ONE MAIN
JANITORIAL SERVICE
325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

Pan-American Community Center	
703 East Sherwood Way	***5 daily / 25 weekly hours***
Madera Ca 93638	***2.5 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

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m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

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g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

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b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

Parks & Community Development / Youth Center 1st floor	
701 East 5th	***8 daily / 40 weekly***
Madera Ca 93638	***4 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

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m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

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g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

Parks & Community Development / Youth Center 2nd floor	
701 East 5th	***2 daily / 10 weekly***
Madera Ca 93638	***1 hour between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

---

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

---

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

Police Department	
330 South C st.	***5 daily / 25 weekly***
Madera Ca 93638	***2.5 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

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m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

---

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

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include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

ONE MAIN
JANITORIAL SERVICE

325 – 355 S. Schnoor Ave Madera Ca 93637 559-481-2512

PD SiU	
330 South C st.	***2 daily / 10 weekly***
Madera Ca 93638	***1 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

---

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

---

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

Municipal Airport	
4020 Aviation Dr	***2 daily / 10 weekly***
Madera Ca 93637	***1 hour between 2 people***

Perform Daily 2X per week Monday & Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

---

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

---

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

Wastewater Treatment Plant	
13048 Rd. 21 ½	***3 hours / 6 weekly***
Madera Ca 93637	***1.5 hours between 2 people***

Perform Daily 2X per week Monday & Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

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m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

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g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

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c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

Engineering Office	
428 E. Yosemite Ave	***4 daily / 20 weekly hours***
Madera Ca 93638	***2 hours between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

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m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

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g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

Madera Transit Center	
1951 Independence Dr.	***2 daily / 10 weekly***
Madera Ca 93638	***1 hour between 2 people***

Perform Daily Monday - Friday

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

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l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

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p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

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c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

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EXHIBIT B

Proposer hereby proposes to deliver to and provide janitorial services for the City of Madera, various locations, equipment, and services in accordance with the published specifications, for the following prices. For each City facility, bidder must provide total monthly/annual cost for all labor, material, and supplies (tax included) as specified in RFP.

REVISED Cost Proposal for City of Madera IFB 202324-01, Professional Janitorial Services			*Year 1*		*Year 2*		*Year 3*		*Optional Extention 1*		*Optional Extention 2*		*Optional Extention 3*	
Item	*Facility*	*Frequency*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*
1	City Hall 205 West 4th Street	Daily (Monday through Friday)	2883.00	35596.00	3113.00	37363.00	3313.00	39756.00						
2	City Hall, Finance Department/Attorney Offices 205 West 4th Street	Daily (Monday through Friday)	1395.00	16740.00	1506.00	18079.00	1626.00	19512.00						
3	Public Works, 1030 South Gateway Drive	Daily (Monday through Friday)	2697.00	32364.00	2912.00	34953.00	3144.00	37728.00						
4	Intermodal 123 North E Street	Daily (Monday through Friday)	756.00	9072.00	776.00	9312.00	796.00	9552.00						
5	Frank Bergon Senior Center 238 South D Street	Three days per week (Tuesday, Wednesday, and Thursday)	682.00	8184.00	702.00	8424.00	722.00	8664.00						
6	Pan-American Community Center 703 East Sherwood Way	Daily (Monday through Friday)	1798.00	21576.00	1941.00	23292.00	2096.00	25152.00						
7	Parks & Community Devopment/Youth Center, 1st Floor 701 East 5th Street	Daily (Monday through Friday)	3698.00	44376.00	3993.00	47916.00	4312.00	51744.00						
8	Parks & Community Devopment/Youth Center, 2nd Floor 701 East 5th Street	Daily (Monday through Friday)	1209.00	14508.00	1305.00	15660.00	1409.00	16908.00						
9	Police Department 330 South C Street	Daily (Monday through Friday)	3503.00	42036.00	3783.00	45396.00	4085.00	49020.00						
10	PD SIU 330 S C St	Daily (Monday through Friday)	756.00	9072.00	776.00	9312.00	799.00	9588.00						
11	Municipal Airport 4020 Aviation Drive	2 days per week	491.00	5892.00	511.00	6132.00	531.00	6372.00						
12	Wastewater Treatment Plant 13048 Road 21 1/2	2 days per Week	609.00	7308.00	629.00	7548.00	649.00	7788.00						
13	Engineering Office 428 E Yosemite Ave.	Daily (Monday through Friday)	1757.00	21204.00	1897.00	22764.00	2048.00	24576.00						
14	Madera Transit Center 1951 Independence Dr	Daily (Monday through Friday)	1023.00	12276.00	1043.00	12516.00	1063.00	12756.00						

Optional Services		*Year 1*	*Year 2*	*Year 3*	*Optional Extention 1*	*Optional Extention 2*	*Optional Extention 3*
Item	*Description*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*
A	Emergency Hourly Rate (response within two (2) hours of contact Monday through Friday from 8:00 a.m. to 5:00 p.m.)	35.00	35.00	37.00			
B	Outside Normal Business Hours Emergency Hourly Rate (response within two (2) hours of contact any time **other than** Monday through Friday from 8:00 a.m. to 5:00 p.m.)	40.00	41.00	42.00			

Proposals shall be valid for a minimum of 180 days following submission.

BID PROPOSAL AUTHORIZATION

Date	9/5/2024
Company Name	One Main Janitorial Inc
Street Address	325-355 S. Schnoor Ave
City/State/Zip	Madera Ca 93637
Federal Tax ID Number	92-0648221
Phone Number	559-481-2512
Person Preparing Proposal	Lino Murillo
Title	President
Email Address	onemainjanitorial@gmail.com
Signature of Person Preparing Proposal	Lino Murillo

EXHIBIT C
INSURANCE REQUIREMENTS

A. Insurance Requirements.

Vendor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor 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. Vendor 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 **Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Vendor 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 Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

Proof of Insurance

Vendor 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 Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor 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)

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

Notice of Cancellation

Vendor 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

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

Additional Insurance

Vendor 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: _____

_____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

_____
Signature

Lino Murillo
(name)

325 S. Schnoor Ave #103
(address)

Madera, Ca 93637
(city state zip)