



REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, October 6, 2021
6:00 p.m.

Council Chambers
City Hall

The City Council meeting will be available for public viewing and participation. The meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: #899 4207 5037. When an agenda item you wish to comment on is discussed, press *9 on your phone to virtually raise your hand. Press *6 to un-mute yourself to speak when the last four digits of your phone number or your name is called. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Rabbi Paul Gordon

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report Madera County Public Health Department)
2. Proclamation Recognizing Domestic Violence Awareness Month
3. Proclamation Recognizing Disability Awareness Month

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – 6/30/21

Recommendation: Approve the City Council Minutes of June 30, 2021

B-2 Informational Report on Register of Audited Demands for September 4, 2021 to September 24, 2021

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Amendment to the City's Transit Advisory Board (TAB) Bylaws

Recommendation: Adopt a Resolution Approving Amendment No. 3 to the Transit Advisory Board Bylaws (Report by Anthony Forestiere)

B-4 Ratification of COVID-19 Emergency Policy Revisions

Recommendation: Adopt a Minute Order Ratifying Issuance of Revised COVID-19 Emergency Policy No. 4 Vaccine Incentive Pay by the City Manager in his role as Director of Emergency Services (Report by Wendy Silva)

B-5 Pipeline Protection and Inspection Agreement with SFPP, L.P. (SFPP) for Inspection Services Related to the Olive Avenue Widening and Reconstruction Project

Recommendation: Adopt a Resolution Approving a Pipeline Protection and Inspection Services Agreement for \$17,000 with SFPP for Inspection Services Related to the Olive Avenue Widening and Reconstruction Project (Report by Keith Helmuth)

B-6 Request for Connection to the City's Water System

Recommendation: Adopt a Resolution Approving Agreement for Outside of City Water Service for Property Located at 27682 Pina Street (Report by Keith Helmuth)

B-7 Master Agreement between the Madera County Transportation Commission and the City's 2020/2021 Allocation of Regional Surface Transportation Program (RSTP) Exchange Funding

Recommendation: Adopt a Resolution Approving the Master Agreement between the Madera County Transportation Commission (MCTC) and the City for the Fiscal Year 2020/2021 Allocation of RSTP Exchange Funding (Report by Keith Helmuth)

B-8 Amendment to Existing Consultant Contract between the City and NBS Relating to Utility Rate Studies

Recommendation: Adopt a Resolution Approving First Amendment to Agreement for Professional Services between the City and NBS Relating to Rate Studies for Additional Services at a Cost of \$17,800 (Report by Anthony Forestiere)

B-9 Amendment to Agreements between the City and MV Public Transportation, Inc.

Recommendation:

- 1) Adopt a Resolution Approving Amendment to No. 2 to Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc.; and
- 2) Adopt a Resolution Approving Amendment No. 2 to the Lease Agreement between the City and MV Public Transportation, Inc. (Report by Anthony Forestiere)

B-10 Acceptance of a Grant Award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP)

Recommendation:

- 1) Adopt a Resolution to Accept the Grant Award in the Amount of \$95,000 on behalf of the City; and
- 2) Adopt a Resolution Amending the City's 2021/22 Budget to Reflect Revenues and Expenditures Related to the Grant (Report by Dino Lawson)

B-11 Insurance Claim for Replacement of Four Police Units

Recommendation: Adopt a Minute Order Authorizing the City Manager to Execute a Master Partial Proof of Loss in the Amount of \$140,000 towards Replacement of Four Police Units and to Submit and Execute any further Related Documents to Finalize the Insurance Claim (Report by Wendy Silva)

B-12 Informational Report on \$100,000 Water Conservation Grant from the City to Madera Unified School District for Martin Luther King Middle School

Recommendation: This report is submitted for informational purposes only and there is no action requested from Council (Report by Anthony Forestiere)

B-13 Informational Report on Community Facilities District 2005-001

Recommendation: This report is submitted for informational purposes only and there is no action requested from Council (Report by Anthony Forestiere)

C. PUBLIC HEARINGS: None

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

D-1 Remote City Council Meetings Under New Brown Act Requirements (AB361)

Recommendation:

- 1) Council to Review the New Brown Act Requirements Under AB 361 for Remote Meetings, and
- 2) Council to Decide whether to Adopt a Resolution Authorizing Remote Teleconference Public Meetings by the City Council and all Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of Thirty Days (Report by Hilda Cantu Montoy)

E. ADMINISTRATIVE REPORTS:

E-1 Cannabis Ad Hoc Committee Composition

Recommendation: Council Consider the Cannabis Ad Hoc Committee Composition and Determine Membership (Report by Arnaldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

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

Agency Designated Representative: Arnaldo Rodriguez and Wendy Silva

Employee Groups: General Bargaining Group

G-2 Conference with Real Property Negotiators - Pursuant to Government Code Section §54956.8

Property: 1 Parcel

City of Madera APN: 035-080-026

Agency Negotiators: Keith Helmuth

Negotiating Party: Jason Sanders

Under Negotiations: Price and Terms

G-3 Conference with Labor Negotiators - Pursuant to Government Code §54957.6

Agency Designated Representative: Mayor Santos Garcia

Unrepresented Employee: City Clerk

G-4 Conference with Legal Counsel – Anticipated Litigation

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

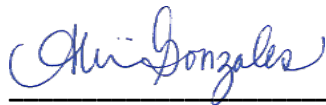
One Case: City of Madera v. High Speed Rail Authority

ADJOURNMENT: – Next regular meeting on October 20, 2021

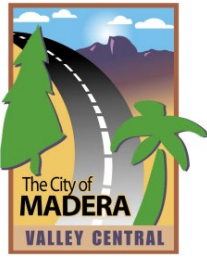
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.

- A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk’s Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for October 6, 2021 near the front entrances of City Hall and on the City’s website www.madera.gov at 9:30 p.m. on September 30, 2021.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	06/30/2021s
Adopted:	10/06/2021

Minutes of a Special Meeting of the Madera City Council

**June 30, 2021
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 949 6327 9573# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: Councilmember Cece Gallegos, District 1
Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, and Interim Program Manager-Grants Alex Estrada.

INVOCATION: Councilmember Anita Evans

PLEDGE OF ALLEGIANCE: Planning Manager Gary Conte

LATE DISTRIBUTION ANNOUNCEMENT:

City Clerk Alicia Gonzales announced that pursuant to Government Code Section 54957, members of the public were advised that less than 72 hours prior to that evening’s meeting, Item A-2 was distributed to the Council after the agenda packet was finalized. Members of the public wishing to view or obtain a copy of the item may do so by visiting the City of Madera meeting and agenda page located on the City’s website.

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBER GALLEGOS AND DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 5 – COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

PUBLIC COMMENT:

Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.

No Public Comment was submitted. Public Comment was closed.

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

A-1 Conduct Workshop and Adopt a Resolution Continuing Expenditures and Revenues in Accordance with the 2020/2021 City Budget Pending Further Review and Adoption of Fiscal Year 2021/2022

Recommendation: Adopt a Resolution Continuing Expenditures and Revenues Pending Further Review and Adoption of Fiscal Year (FY) 2021/2022 Budget (Report by Roger Sanchez)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 5 – COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

RES 21-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONTINUING EXPENDITURES AND REVENUES IN ACCORDANCE WITH THE 2020/2021 CITY BUDGET PENDING FURTHER REVIEW AND ADOPTION OF 2021/2022 BUDGET ADOPTION

A-2 Memorandum of Understanding with the Mid Management Employee Group (MM)

Recommendation: Adopt a Minute Order

- 1) Approving the MOU between the City of Madera and MM effective July 1, 2021 through June 30, 2025;
- 2) Authorizing the City Manager to sign the MOU; and
- 3) Authorizing the Director of Financial Services to designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the portion of the health insurance increase and the one-time annual employee payouts related to the four-year MOU (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM A-2 WAS APPROVED BY A 4/1 VOTE. NO: COUNCILMEMBER RODRIGUEZ. ABSENT: COUNCILMEMBER GALLEGOS AND DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 4 – COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

NO: 1 - COUNCILMEMBER RODRIGUEZ

ADJOURNMENT – The meeting was adjourned at 7:24 p.m. Next regular meeting July 7, 2021.

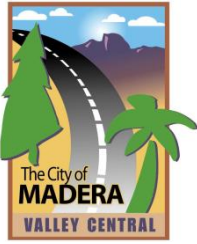
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Aurdo Rodriguez

City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 4, 2021 to September 24, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 4, 2021 to September 24, 2021 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	30567 – 30754	\$5,082,780.53

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$603,076.98
<i>SDI</i>	EDD	\$2,803.38
<i>CalPERS Payment</i>	CalPERS	\$251,805.00

DISCUSSION:

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

each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
October 6, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30567	09/07/2021	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP ADMIN ASSISTANT - ENG DEP	\$ 842.61
30567	09/07/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	\$ 2,137.50
30568	09/07/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,532.27
30569	09/07/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,502.73
30570	09/07/2021	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	AUGUST 2021 MONTHLY DUES	\$ 730.00
30571	09/07/2021	PD OPS	PD OPS	FADLEY, SHAWN	PER DIEM - ICI HUMAN TRAFFICKING	\$ 418.00
30572	09/07/2021	FACILITIES	AIRPORT OPS	PRESTIGE CUSTOM GLASS	REPLACE BROKEN WINDOW	\$ 526.35
30573	09/07/2021	FACILITIES	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT CN-000497	\$ 842,520.50
30574	09/07/2021	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 174.00
30575	09/07/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 08/01/21-08/15/21	\$ 527.66
30575	09/07/2021	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	DIESEL FUEL - CDF	\$ 2,537.94
30576	09/07/2021	FACILITIES	FACILITIES MAINT	VALMONT INDUSTRIES	26' STREET LIGHT POLES	\$ 12,719.38
30577	09/07/2021	FIRE	FIRE	ADVANCED AUTOMOTIVE LLC	EMERGENCY REPAIR ON E-656	\$ 2,971.45
30578	09/07/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 2,117.00
30579	09/07/2021	FINANCE	AIRPORT OPS	AT&T	08/21 CALNET 3 SERVICE 9391026409	\$ 23.72
30579	09/07/2021	FINANCE	CENTRAL ADMIN	AT&T	08/21 CALNET 3 SERVICE 9391026406	\$ 21.62
30579	09/07/2021	FINANCE	FINANCE	AT&T	08/21 CALNET 3 SERVICE 9391026406	\$ 21.62
30579	09/07/2021	FINANCE	HR/RISK MGT	AT&T	08/21 CALNET 3 SERVICE 9391026400	\$ 23.29
30579	09/07/2021	FINANCE	PARKS	AT&T	08/21 CALNET 3 SERVICE 9391026412	\$ 163.59
30579	09/07/2021	FINANCE	SEWER OPS	AT&T	08/21 CALNET 3 SERVICE 9391026410	\$ 44.89
30579	09/07/2021	FINANCE	SEWER OPS	AT&T	08/21 CALNET 3 SERVICE 9391031570	\$ 210.49
30579	09/07/2021	FINANCE	WWTP	AT&T	08/21 CALNET 3 SERVICE 9391026405	\$ 22.55
30579	09/07/2021	FINANCE	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391020514	\$ 166.16
30580	09/07/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 155.50
30581	09/07/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 890.73
30582	09/07/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 890.73
30583	09/07/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 349.00
30583	09/07/2021	PW ADMIN	STREETS	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL RECERTIFICATION	\$ 64.50
30583	09/07/2021	PW ADMIN	WATER QUALITY	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL RECERTIFICATION	\$ 64.50
30588	09/07/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 08/16/21-08/31/21	\$ 15,920.00
30589	09/07/2021	CITY ADMIN	WATER OPS	FOSS, DAN	PER DIEM- ICI HUMAN TRAFFICKING	\$ 418.00
30590	09/07/2021	FLEET	FLEET ACQUISITION	HAAKER EQUIPMENT CO.	2022 VACTOR 2110 SEWER CLEANER	\$ 458,085.86
30591	09/07/2021	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	\$ 1,349.28
30592	09/07/2021	FINANCE	PAYROLL TRUST	M A C E A	AUGUST 2021 MONTHLY DUES	\$ 1,737.50
30593	09/07/2021	FINANCE	PAYROLL TRUST	M.C.E.A.	AUGUST 2021 MONTHLY DUES	\$ 330.00
30594	09/07/2021	FINANCE	PAYROLL TRUST	M P O A	AUGUST 2021 MONTHLY DUES	\$ 7,335.44
30595	09/07/2021	PD OPS	PD OPS	MCCOMBS, MATTHEW	PER DIEM - ICI HUMAN TRAFFICKING	\$ 418.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30596	09/07/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 1,615.70
30597	09/07/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 8,304.31
30598	09/07/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 1,777.60
30599	09/07/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 8,361.53
30600	09/07/2021	FLEET	FLEET MAINT	OWENS, BRIAN	TOOL ALLOWANCE REIMBURSEMENT	\$ 300.00
30601	09/07/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3819620697-3	\$ 87.19
30601	09/07/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	08/21 SERVICES 8307681856-2	\$ 504.80
30601	09/07/2021	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	08/21 SERVICES 2000655655-7	\$ 2,015.09
30601	09/07/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICES 7949615676-5	\$ 15.79
30601	09/07/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3642526071-2	\$ 44.81
30601	09/07/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICES 8178280304-3	\$ 67.99
30601	09/07/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICES 6690755760-8	\$ 76.19
30601	09/07/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICES 1619119913-8	\$ 66.72
30601	09/07/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 9651992016-7	\$ 113.42
30601	09/07/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 9172110863-6	\$ 17,168.09
30602	09/07/2021	FINANCE	SOLID WASTE	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/21-09/30/21	\$ 54.25
30602	09/07/2021	FINANCE	WATER OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/21-09/30/21	\$ 216.97
30602	09/07/2021	FINANCE	WATER QUALITY	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/21-09/30/21	\$ 54.25
30602	09/07/2021	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/21-09/30/21	\$ 108.49
30602	09/07/2021	PW ADMIN	WATER OPS	PITNEY BOWES, INC.	POSTAGE REFILL	\$ 402.50
30603	09/07/2021	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	CONSULTING SERVICES FOR PLANNING PROJECTS	\$ 13,336.20
30604	09/07/2021	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	GOPHER CONTROL	\$ 150.00
30604	09/07/2021	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL	\$ 400.00
30604	09/07/2021	PW ADMIN	WATER OPS	TECH. MASTER PEST MANAGEMENT	AUGUST 2021 PEST CONTROL SERVICE	\$ 500.00
30605	09/07/2021	ENGINEERING	MEAS T - ENVIRO	TRUXELL & VALENTINO LANDSCAPE DEV, INC.	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 24,038.16
30605	09/07/2021	ENGINEERING	MEASURE A	TRUXELL & VALENTINO LANDSCAPE DEV, INC.	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 10,867.69
30606	09/07/2021	FACILITIES	WATER OPS	UNDERGROUND SERVICE ALERT	CALIFORNIA STATE FEE FOR REGULATORY COSTS	\$ 3,825.62
30607	09/07/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 24,657.01
30608	09/07/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 24,773.54
30609	09/07/2021	ENGINEERING	MEAS T - RTP	VIDEO INSPECTION SPECIALISTS, INC.	ENG AND ARCH EQUIPMENT, SURVEYING	\$ 3,727.50
30610	09/07/2021	PARKS	AQUATICS PROGRM	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	\$ 111.60
30611	09/07/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
30612	09/07/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
30613	09/07/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - SUNRISE	\$ 50.00
30614	09/14/2021	CITY CLERK	CITY COUNCIL	FOLEY-GALLEGOS, CECE	PER DIEM - LOCC 2021 ANNUAL CONF & EXPO	\$ 165.00
30615	09/14/2021	CITY CLERK	CITY COUNCIL	RODRIGUEZ, JOSE	PER DIEM - LOCC 2021 ANNUAL CONF & EXPO	\$ 329.64
30616	09/14/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	\$ 2,193.75
30617	09/14/2021	CITY CLERK	CITY COUNCIL	GARCIA, SANTOS	PER DIEM - LOCC 2021 ANNUAL CONF & EXPO	\$ 165.00
30618	09/14/2021	PD OPS	CODE ENF	DIEBERTS CREATIVE COPY INC	CODE ENFORCEMENT STICKERS	\$ 139.52
30618	09/14/2021	PD OPS	CODE ENF	DIEBERTS CREATIVE COPY INC	CODE ENFORCEMENT NRD FORM	\$ 184.03

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30619	09/14/2021	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 500.00
30620	09/14/2021	UB - WATER	UB - GARBAGE	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	\$ 112.50
30620	09/14/2021	UB - WATER	UB - SEWER	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	\$ 112.50
30620	09/14/2021	UB - WATER	UB - WATER	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	\$ 225.00
30621	09/14/2021	ENGINEERING	LTF - STREETS	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	TRAFFIC SAFETY SIGNS	\$ 8,919.55
30622	09/14/2021	FINANCE	FINANCE	ROMERO, ESTEVAN	TUITION REIMBURSEMENT	\$ 1,560.00
30623	09/14/2021	WATER OPS	WATER OPS	MOMAR, INC.	LUBRICANT	\$ 230.72
30624	09/14/2021	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES SEP 2021	\$ 4,000.00
30625	09/14/2021	PURCHASING	PURCHASING	MV CHENG & ASSOCIATES, INC.	PURCHASING ASSISTANCE	\$ 225.00
30626	09/14/2021	FACILITIES	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT CN-000497	\$ 1,364,101.02
30627	09/14/2021	ENGINEERING	WATER CAPITAL	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.77
30628	09/14/2021	PD OPS	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM	\$ 1,000.00
30629	09/14/2021	FLEET	MEAS T -TRANSIT	MADERA GLASS AND BODY, INC.	BUS DECAL WRAP REMOVALS	\$ 960.00
30630	09/14/2021	CITY ADMIN	CITY ATTORNEY	ABBOTT AND KINDERMANN, INC.	CONTRACTED LEGAL SERVICE	\$ 3,462.15
30631	09/14/2021	HR	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	ADA CONSULTANT	\$ 33,193.92
30632	09/14/2021	PD OPS	MEAS K - PD	NORWALL POWERSYSTEMS, INC.	GENERATOR FOR PD	\$ 1,263.60
30632	09/14/2021	PD OPS	DUI ENFORCEMNT	NORWALL POWERSYSTEMS, INC.	GENERATOR FOR PD	\$ 4,768.75
30633	09/14/2021	ENGINEERING	WATER OPS	HOUSTON ENGINEERING INC	ENG SERVICES FOR GSA SUBBASINS	\$ 2,062.12
30634	09/14/2021	CITY CLERK	CITY COUNCIL	MADERA OLD TIMERS PARADE	PARADE ENTRY FEE	\$ 100.00
30635	09/14/2021	CITY CLERK	CITY COUNCIL	EVANS, ANITA	PER DIEM - LOCC 2021 ANNUAL CONF & EXPO	\$ 165.00
30636	09/14/2021	CITY CLERK	CITY COUNCIL	VILLEGAS, ATREMIO	PER DIEM - LOCC 2021 ANNUAL CONF & EXPO	\$ 165.00
30637	09/14/2021	FINANCE	PARKS ADMIN	AT&T	08/21 CALNET 3 SERVICE 9391031580	\$ 193.50
30637	09/14/2021	FINANCE	SR CITIZEN COMM	AT&T	08/21 CALNET 3 SERVICE 9391026415	\$ 61.61
30637	09/14/2021	FINANCE	WWTP	AT&T	08/21 CALNET 3 SERVICE 9391026417	\$ 32.50
30637	09/14/2021	PD OPS	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391026414	\$ 273.54
30637	09/14/2021	PD OPS	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391064552	\$ 301.86
30638	09/14/2021	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 21.05
30638	09/14/2021	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 118.20
30638	09/14/2021	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 33.12
30638	09/14/2021	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 562.25
30638	09/14/2021	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 183.50
30638	09/14/2021	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 411.74
30638	09/14/2021	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 828.87
30638	09/14/2021	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 249.00
30638	09/14/2021	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 7.90
30638	09/14/2021	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 266.55
30638	09/14/2021	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 98.50
30638	09/14/2021	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	08/21 UNIFORM SERVICES	\$ 393.15
30639	09/14/2021	PD OPS	PD OPS	BUSHEY, SHAWN	TUITION REIMBURSEMENT	\$ 891.00
30640	09/14/2021	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	JULY 2021 FINGERPRINTING	\$ 96.00

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30640	09/14/2021	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	JULY 2021 BLOOD ALCOHOL ANALYSIS	\$ 1,645.00
30641	09/14/2021	PD OPS	PD OPS	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	\$ 450.00
30642	09/14/2021	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTRNSHP OF MADERA	CDBG 20/21 QTR 4 INVOICE	\$ 32,489.91
30643	09/14/2021	HR	HR/RISK MGT	CPS HR CONSULTING	AD- PUBLIC SAFETY DISPATCHER	\$ 181.50
30644	09/14/2021	UB - WATER	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SERVICES AUG 2021	\$ 37.50
30644	09/14/2021	UB - WATER	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SERVICES AUG 2021	\$ 37.50
30644	09/14/2021	UB - WATER	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SERVICES AUG 2021	\$ 75.00
30645	09/14/2021	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	AUGUST 2021 BILLING	\$ 2,054.90
30645	09/14/2021	UB - WATER	UB - SEWER	DATAPROSE, LLC	AUGUST 2021 BILLING	\$ 2,054.91
30645	09/14/2021	UB - WATER	UB - WATER	DATAPROSE, LLC	AUGUST 2021 BILLING	\$ 4,109.81
30646	09/14/2021	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 180.00
30646	09/14/2021	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM OCT 2021	\$ 36.00
30647	09/14/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS PAYMENT MERP RUN OUT	\$ 758.72
30648	09/14/2021	ENGINEERING	RSTP - FED EX	FEDERAL EXPRESS	EXPRESS SHIPPING	\$ 81.66
30649	09/14/2021	GRANTS	CDBG PUBLIC SVC	MADERA COALITION FOR COMM JUSTICE	CDBG-CV 20/21 QTR 4 INVOICE	\$ 96,917.91
30650	09/14/2021	GRANTS	CDBG PUBLIC SVC	MADERA COUNTY E D C	CDBG 21/22 QTR 1 INVOICE	\$ 5,000.00
30651	09/14/2021	PW ADMIN	WATER OPS	MADERA PUMPS, INC.	WELL #34 REHAB	\$ 52,156.03
30652	09/14/2021	ENGINEERING	WATER CAPITAL	MADERA TRIBUNE	REQUEST FOR BID ADVERTISEMENT	\$ 664.00
30652	09/14/2021	PARKS ADMIN	PARKS ADMIN	MADERA TRIBUNE	REQUEST FOR BID AD RFP #202122-03	\$ 113.75
30652	09/14/2021	PD OPS	PD OPS	MADERA TRIBUNE	JOB RECRUITMENT AD - PARKING ENFORCEMENT	\$ 49.40
30653	09/14/2021	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	RAZOR BODY ARMOR	\$ 849.76
30653	09/14/2021	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	PD EXPLORER POLO	\$ 20.03
30654	09/14/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICE 8126770647-1	\$ 522.03
30654	09/14/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 1,849.56
30654	09/14/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ (3,050.22)
30654	09/14/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 2,239.28
30654	09/14/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICE 3499945233-6	\$ 77.44
30654	09/14/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 24,008.41
30654	09/14/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	08/21 SERVICE 2173157566-4	\$ 2,047.63
30654	09/14/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 3,759.25
30654	09/14/2021	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 1,033.16
30654	09/14/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 108.62
30654	09/14/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 3,825.24
30654	09/14/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 2,963.85
30654	09/14/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 232.22
30654	09/14/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 55.21
30654	09/14/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 204,652.06
30654	09/14/2021	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	FY 20/21 SERVICES 3533032414-2 TRUE UP	\$ 461,977.77
30654	09/14/2021	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 71,401.43
30654	09/14/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 11.44

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30654	09/14/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 32.00
30654	09/14/2021	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 10.52
30654	09/14/2021	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 11.48
30654	09/14/2021	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 56.19
30654	09/14/2021	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 42.97
30654	09/14/2021	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 32.00
30654	09/14/2021	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 11.75
30654	09/14/2021	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 66.89
30654	09/14/2021	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 11.68
30654	09/14/2021	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 68.91
30654	09/14/2021	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 23.84
30654	09/14/2021	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	08/21 SERVICES 3533032414-2	\$ 121.04
30655	09/14/2021	PD OPS	PD OPS	PECK'S PRINTERY	MPD MOVING CITATION TICKET BOOKS	\$ 2,585.01
30656	09/14/2021	PD OPS	PD OPS	PROFORCE	AMMUNITION	\$ 520.69
30657	09/14/2021	FACILITIES	WATER OPS	PROVOST & PRITCHARD CONSULTING	ENGINEERING SERVICES FOR WATER AUDIT	\$ 499.80
30658	09/14/2021	PD OPS	PD OPS	SPEAKWRITE LLC	TRANSLATION SERVICES	\$ 36.81
30659	09/14/2021	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 570.96
30660	09/14/2021	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS AUGUST 2021	\$ 184.30
30661	09/14/2021	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 656.27
30661	09/14/2021	PURCHASING	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 222.50
30661	09/14/2021	PURCHASING	CDBG ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 10.00
30661	09/14/2021	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ (330.48)
30661	09/14/2021	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 939.40
30661	09/14/2021	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 1,386.05
30661	09/14/2021	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 3,181.12
30661	09/14/2021	PURCHASING	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 5,025.62
30661	09/14/2021	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 10,138.24
30661	09/14/2021	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 205.18
30661	09/14/2021	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 980.56
30661	09/14/2021	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 4,051.19
30661	09/14/2021	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 1,635.82
30661	09/14/2021	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 2,462.10
30661	09/14/2021	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 5,959.45
30661	09/14/2021	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 2,326.11
30661	09/14/2021	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 2,240.57
30661	09/14/2021	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 2,615.00
30661	09/14/2021	PURCHASING	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 452.72
30661	09/14/2021	PURCHASING	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 371.66
30661	09/14/2021	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 6,833.00
30661	09/14/2021	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 12,132.30

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30661	09/14/2021	PURCHASING	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 1,232.92
30661	09/14/2021	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 1,311.51
30661	09/14/2021	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 278.19
30661	09/14/2021	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 5,884.51
30661	09/14/2021	PURCHASING	SPORTS PROGRAM	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 4,779.16
30661	09/14/2021	PURCHASING	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 3,675.73
30661	09/14/2021	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 434.87
30661	09/14/2021	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 4,313.13
30661	09/14/2021	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 3,332.22
30661	09/14/2021	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 20,056.29
30661	09/14/2021	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 4,471.64
30661	09/14/2021	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 9,414.27
30661	09/14/2021	PURCHASING	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 51.85
30661	09/14/2021	PURCHASING	FLEET ACQUISITION	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 15,799.38
30661	09/14/2021	PURCHASING	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 486.26
30661	09/14/2021	PURCHASING	GENERAL CAPITAL	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 493.36
30661	09/14/2021	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 2,581.40
30661	09/14/2021	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	08/21 CAL-CARD CHARGES	\$ 12,077.84
30662	09/14/2021	PD OPS	PD OPS	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	\$ 35.05
30663	09/14/2021	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 5.00
30663	09/14/2021	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 55.00
30664	09/14/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925641 413 E CENTRAL	\$ 62.48
30665	09/21/2021	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES JULY 2021	\$ 38,110.26
30666	09/21/2021	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP ADMIN ASSISTANT - ENG DEP	\$ 1,752.14
30666	09/21/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	\$ 2,212.50
30667	09/21/2021	FACILITIES	ENGINEERING	VORTEX INDUSTRIES, INC.	DOOR REPAIR	\$ 603.00
30668	09/21/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO CITY ATTORNEY	\$ 6.96
30669	09/21/2021	CITY ADMIN	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES FOR PROP 218	\$ 364.32
30670	09/21/2021	PW ADMIN	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING GROUP	CAT-11 AIRPORT MGMT SUPPORT FEE SEP 2021	\$ 490.00
30671	09/21/2021	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	REMAINDER OF RETENTION - 308 MONTEREY	\$ 2,000.00
30672	09/21/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 88.03
30672	09/21/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 297.76
30672	09/21/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 149.49
30672	09/21/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 394.61
30672	09/21/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 297.45
30672	09/21/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 54.40
30672	09/21/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 565.09
30672	09/21/2021	PW ADMIN	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 60.47
30672	09/21/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 50.26
30672	09/21/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 677.79

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30672	09/21/2021	PW ADMIN	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 86.13
30672	09/21/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 2,895.92
30672	09/21/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 1,899.36
30672	09/21/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 1,379.64
30672	09/21/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 1,497.46
30672	09/21/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 1,330.02
30672	09/21/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 1,210.13
30672	09/21/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 1,662.66
30672	09/21/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 342.16
30672	09/21/2021	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 115.92
30672	09/21/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/16/21-08/31/21	\$ 6,587.97
30673	09/21/2021	FACILITIES	FACILITIES MAINT	WESTERN PACIFIC SIGNAL, LLC	TRAFFIC SIGNAL MICROWAVE VEHICLE DETECTOR	\$ 5,495.25
30674	09/21/2021	UB - WATER	WATER FUND	WYATT CAROLYN L	UB 9892804 116 HILTON	\$ 35.41
30675	09/21/2021	FINANCE	GENERAL TRUST	JENNIFER PLUMB MARTINEZ	REIMBURSEMENT OF SEIZED FUNDS	\$ 3,166.97
30676	09/21/2021	UB - WATER	WATER FUND	PISTORESI MIKE	UB 9904023 600 MAINBERRY CREDIT REFUND	\$ 57.96
30677	09/21/2021	UB - WATER	WATER FUND	PISTORESI MIKE	UB 9904024 620 MAINBERRY CREDIT REFUND	\$ 57.96
30678	09/21/2021	UB - WATER	WATER FUND	PISTORESI MIKE	UB 9904025 620 MAINBERRY CREDIT REFUND	\$ 57.96
30679	09/21/2021	UB - WATER	WATER FUND	PISTORESI MIKE	UB 9904026 640 MAINBERRY CREDIT REFUND	\$ 57.96
30680	09/21/2021	UB - WATER	WATER FUND	PISTORESI MIKE	UB 9904028 660 MAINBERRY CREDIT REFUND	\$ 57.96
30681	09/21/2021	UB - WATER	WATER FUND	PISTORESI MIKE	UB 9904029 660 MAINBERRY CREDIT REFUND	\$ 57.96
30682	09/21/2021	UB - WATER	WATER FUND	LUNA RAYMOND	UB 9643008 308 WILSON CREDIT REFUND	\$ 76.68
30683	09/21/2021	UB - WATER	WATER FUND	MOHAMMAD AND ZUBI ARAIN	UB 9904084 821 W YOSEMITE CREDIT REFUND	\$ 19.35
30684	09/21/2021	UB - WATER	WATER FUND	VALDEZ ANGELICA	UB 9906836 1924 MADISON CREDIT REFUND	\$ 26.82
30685	09/21/2021	FIRE	FIRE	MADERA COUNTY FLEET FIRE SERVICE	PARTS- ENGINE LIGHTS	\$ 375.79
30686	09/21/2021	FINANCE	GENERAL TRUST	CA ENVIRONMENTAL PROTECTION AGENCY	ASSET FORFEITURE	\$ 226.63
30687	09/21/2021	UB - WATER	WATER FUND	GAGLIARDI CHERYL	UB 9894674 224 AUTUMN	\$ 231.00
30688	09/21/2021	WWTP	WWTP	DELLAVALLE LABORATORY, INC.	GROUNDWATER MONITORING	\$ 215.00
30688	09/21/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 1,015.00
30688	09/21/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 2,204.00
30688	09/21/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	QUARTERLY SAMPLING	\$ 256.00
30688	09/21/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WATER SAMPLE WELL 34	\$ 33.00
30689	09/21/2021	FINANCE	BUILDING	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 19.94
30689	09/21/2021	FINANCE	BUILDING	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 25.58
30689	09/21/2021	FINANCE	BUILDING	AT&T	08/21 CALNET 3 SERVICE 9391026407	\$ 23.27
30689	09/21/2021	FINANCE	BUILDING	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 55.91
30689	09/21/2021	FINANCE	CITY ATTORNEY	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 7.48
30689	09/21/2021	FINANCE	CITY ATTORNEY	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 7.29
30689	09/21/2021	FINANCE	CITY ATTORNEY	AT&T	08/21 CALNET 3 SERVICE 9391026388	\$ 45.92
30689	09/21/2021	FINANCE	CITY ATTORNEY	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 15.95
30689	09/21/2021	FINANCE	CITY CLERK	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 4.98

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30689	09/21/2021	FINANCE	CITY CLERK	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 7.29
30689	09/21/2021	FINANCE	CITY CLERK	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 15.95
30689	09/21/2021	FINANCE	CODE ENF	AT&T	08/21 CALNET 3 SERVICE 9391026413	\$ 23.14
30689	09/21/2021	FINANCE	COMM & REC	AT&T	08/21 CALNET 3 SERVICE 9391026391	\$ 208.05
30689	09/21/2021	FINANCE	COMPUTER MAINT	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 2.49
30689	09/21/2021	FINANCE	COMPUTER MAINT	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 14.61
30689	09/21/2021	FINANCE	COMPUTER MAINT	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 31.94
30689	09/21/2021	FINANCE	ENGINEERING	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 37.39
30689	09/21/2021	FINANCE	ENGINEERING	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 51.16
30689	09/21/2021	FINANCE	ENGINEERING	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 111.83
30689	09/21/2021	FINANCE	FACILITIES MAINT	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 14.66
30689	09/21/2021	FINANCE	FACILITIES MAINT	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 26.54
30689	09/21/2021	FINANCE	FINANCE	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 24.92
30689	09/21/2021	FINANCE	FINANCE	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 40.19
30689	09/21/2021	FINANCE	FINANCE	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 87.86
30689	09/21/2021	FINANCE	FIRE	AT&T	08/21 CALNET 3 SERVICE 9391026402	\$ 23.27
30689	09/21/2021	FINANCE	FLEET MAINT	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 9.77
30689	09/21/2021	FINANCE	FLEET MAINT	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 17.72
30689	09/21/2021	FINANCE	GRANT OVERSIGHT	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 12.46
30689	09/21/2021	FINANCE	GRANT OVERSIGHT	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 14.61
30689	09/21/2021	FINANCE	GRANT OVERSIGHT	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 31.94
30689	09/21/2021	FINANCE	HR/RISK MGT	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 7.48
30689	09/21/2021	FINANCE	HR/RISK MGT	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 10.94
30689	09/21/2021	FINANCE	HR/RISK MGT	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 23.92
30689	09/21/2021	FINANCE	PLANNING	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 12.46
30689	09/21/2021	FINANCE	PLANNING	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 18.26
30689	09/21/2021	FINANCE	PLANNING	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 39.92
30689	09/21/2021	FINANCE	STREETS	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 24.44
30689	09/21/2021	FINANCE	STREETS	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 44.26
30689	09/21/2021	FINANCE	SEWER OPS	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 17.10
30689	09/21/2021	FINANCE	SEWER OPS	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 30.96
30689	09/21/2021	FINANCE	SOLID WASTE	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 19.55
30689	09/21/2021	FINANCE	SOLID WASTE	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 35.37
30689	09/21/2021	FINANCE	SR CITIZEN COMM	AT&T	08/21 CALNET 3 SERVICE 9391026389	\$ 23.28
30689	09/21/2021	FINANCE	SR CITIZEN COMM	AT&T	08/21 CALNET 3 SERVICE 9391026395	\$ 23.28
30689	09/21/2021	FINANCE	UB - GARBAGE	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 6.65
30689	09/21/2021	FINANCE	UB - GARBAGE	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 4.89
30689	09/21/2021	FINANCE	UB - GARBAGE	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 11.91
30689	09/21/2021	FINANCE	UB - GARBAGE	AT&T	08/21 CALNET 3 SERVICE 9391026392	\$ 5.91
30689	09/21/2021	FINANCE	UB - GARBAGE	AT&T	08/21 CALNET 3 SERVICE 9391026393	\$ 11.21

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30689	09/21/2021	FINANCE	UB - GARBAGE	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 8.85
30689	09/21/2021	FINANCE	UB - GARBAGE	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 25.94
30689	09/21/2021	FINANCE	UB - SEWER	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 6.65
30689	09/21/2021	FINANCE	UB - SEWER	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 4.89
30689	09/21/2021	FINANCE	UB - SEWER	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 11.87
30689	09/21/2021	FINANCE	UB - SEWER	AT&T	08/21 CALNET 3 SERVICE 9391026392	\$ 5.92
30689	09/21/2021	FINANCE	UB - SEWER	AT&T	08/21 CALNET 3 SERVICE 9391026393	\$ 11.22
30689	09/21/2021	FINANCE	UB - SEWER	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 8.85
30689	09/21/2021	FINANCE	UB - SEWER	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 25.95
30689	09/21/2021	FINANCE	UB - WATER	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 13.29
30689	09/21/2021	FINANCE	UB - WATER	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 9.79
30689	09/21/2021	FINANCE	UB - WATER	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 23.79
30689	09/21/2021	FINANCE	UB - WATER	AT&T	08/21 CALNET 3 SERVICE 9391026392	\$ 11.83
30689	09/21/2021	FINANCE	UB - WATER	AT&T	08/21 CALNET 3 SERVICE 9391026393	\$ 22.44
30689	09/21/2021	FINANCE	UB - WATER	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 17.72
30689	09/21/2021	FINANCE	UB - WATER	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 52.01
30689	09/21/2021	FINANCE	WATER OPS	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 21.98
30689	09/21/2021	FINANCE	WATER OPS	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 39.81
30689	09/21/2021	FINANCE	WATER QUALITY	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 9.77
30689	09/21/2021	FINANCE	WATER QUALITY	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 17.72
30689	09/21/2021	FINANCE	WWTP	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 14.66
30689	09/21/2021	FINANCE	WWTP	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 26.54
30689	09/21/2021	FINANCE	CITY MANAGER	AT&T	08/21 CALNET 3 SERVICE 9391031559	\$ 9.97
30689	09/21/2021	FINANCE	CITY MANAGER	AT&T	08/21 CALNET 3 SERVICE 9391031577	\$ 7.29
30689	09/21/2021	FINANCE	CITY MANAGER	AT&T	08/21 CALNET 3 SERVICE 9391026390	\$ 15.95
30689	09/21/2021	FINANCE	PURCHASING	AT&T	08/21 CALNET 3 SERVICE 9391031564	\$ 14.66
30689	09/21/2021	FINANCE	PURCHASING	AT&T	08/21 CALNET 3 SERVICE 9391026394	\$ 26.54
30689	09/21/2021	FINANCE	PAYROLL CLEARING (RC	AT&T	08/21 CALNET 3 SERVICE 9391026413	\$ 23.15
30689	09/21/2021	FINANCE	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391031561	\$ 166.16
30689	09/21/2021	FINANCE	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391031579	\$ 243.12
30689	09/21/2021	FINANCE	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391026411	\$ 178.69
30690	09/21/2021	FINANCE	PD OPS	AT&T	06/21 FIRSTNET SERVICE 287302965625	\$ 5,337.25
30690	09/21/2021	FINANCE	PD OPS	AT&T	07/21 FIRSTNET SERVICE 287302965625	\$ 4,544.70
30690	09/21/2021	FINANCE	PD OPS	AT&T	08/21 FIRSTNET SERVICE 287302965625	\$ 4,635.70
30690	09/21/2021	FINANCE	PD OPS	AT&T	07/21 FIRSTNET SVS 287300735068	\$ 34.07
30690	09/21/2021	FINANCE	PD OPS	AT&T	08/21 FIRSTNET SVS 287300735068	\$ 40.24
30691	09/21/2021	ENGINEERING	LTF - STREETS	ALERT-O-LITE	MESSAGE BOARD RENTAL	\$ 2,602.65
30692	09/21/2021	WWTP	WWTP	BSK ASSOCIATES	INDUSTRY SOURCE CONTROL/PRETREATMENT	\$ 228.50
30693	09/21/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL OCT 2021	\$ 130.40
30694	09/21/2021	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	AUGUST 2021 FINGERPRINTING	\$ 224.00

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30695	09/21/2021	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 645.00
30696	09/21/2021	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	\$ 63.88
30697	09/21/2021	WATER OPS	WATER OPS	CWEA	CERTIFICATION RENEWAL - G1 BROOKS, ERIC	\$ 91.00
30698	09/21/2021	HR	AIRPORT OPS	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 15,835.96
30698	09/21/2021	HR	CENTRAL ADMIN	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 68,767.13
30698	09/21/2021	HR	FIRE	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 4,555.55
30698	09/21/2021	HR	FLEET MAINT	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 5,857.14
30698	09/21/2021	HR	INTERMODAL BLDG	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 433.86
30698	09/21/2021	HR	PARKS	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 216.93
30698	09/21/2021	HR	PAYROLL TRUST	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 340,477.00
30698	09/21/2021	HR	STREETS	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 1,301.59
30698	09/21/2021	HR	SEWER OPS	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 5,857.14
30698	09/21/2021	HR	SOLID WASTE	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 3,904.74
30698	09/21/2021	HR	STREET CLEANING	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 1,084.66
30698	09/21/2021	HR	WATER OPS	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 32,105.79
30698	09/21/2021	HR	WWTP	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 64,211.58
30698	09/21/2021	HR	PD OPS	CSJVRMA	CSJVRMA 2ND QTR DEPOSIT PREMIUM	\$ 12,798.93
30699	09/21/2021	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 63.70
30699	09/21/2021	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 18.85
30699	09/21/2021	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 18.85
30699	09/21/2021	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 135.46
30699	09/21/2021	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 90.61
30699	09/21/2021	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 36.92
30699	09/21/2021	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 126.49
30699	09/21/2021	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 27.82
30699	09/21/2021	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 99.58
30699	09/21/2021	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 18.98
30699	09/21/2021	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 36.92
30699	09/21/2021	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 36.92
30699	09/21/2021	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 45.76
30699	09/21/2021	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 36.79
30699	09/21/2021	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 45.50
30699	09/21/2021	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 45.76
30699	09/21/2021	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 54.73
30699	09/21/2021	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 32.37
30699	09/21/2021	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 36.79
30699	09/21/2021	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 36.79
30699	09/21/2021	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 30.16
30699	09/21/2021	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 30.16
30699	09/21/2021	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 59.28

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30699	09/21/2021	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 41.34
30699	09/21/2021	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 18.98
30699	09/21/2021	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 27.82
30699	09/21/2021	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 18.85
30699	09/21/2021	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 08/01/21-08/31/21	\$ 27.82
30700	09/21/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 174.50
30701	09/21/2021	FLEET	PD OPS	COOK'S COMMUNICATIONS	PD VEHICLE UPFIT COMPUTERS	\$ 17,120.82
30702	09/21/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	2021 POSTAGE	\$ 827.75
30702	09/21/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	2021 POSTAGE	\$ 827.75
30702	09/21/2021	FINANCE	UB - WATER	DATAPROSE, LLC	2021 POSTAGE	\$ 1,655.50
30703	09/21/2021	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION	\$ 782.50
30704	09/21/2021	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JULY 2021	\$ 17.50
30704	09/21/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JULY 2021	\$ 175.00
30704	09/21/2021	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JULY 2021	\$ 3,115.00
30704	09/21/2021	HR	PD OPS	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JULY 2021	\$ 17.50
30705	09/21/2021	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JUNE 2021	\$ 21.50
30705	09/21/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JUNE 2021	\$ 215.00
30705	09/21/2021	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JUNE 2021	\$ 3,827.00
30705	09/21/2021	HR	PD OPS	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JUNE 2021	\$ 21.50
30706	09/21/2021	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICESLEGAL SERVICES	\$ 17,485.00
30707	09/21/2021	FINANCE	GENERAL TRUST	MADERA COUNTY	ASSET FORFEITURE	\$ 5,439.07
30708	09/21/2021	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE	\$ 2,266.28
30708	09/21/2021	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE	\$ 150.00
30709	09/21/2021	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	ASSET FORFEITURE	\$ 2,209.62
30710	09/21/2021	ENGINEERING	MEAS T - RTP	MADERA TRIBUNE	REQUEST FOR BID AD REF #2020-21 SB1	\$ 872.00
30710	09/21/2021	PLANNING	PLANNING	MADERA TRIBUNE	LINKS RANCH NOI	\$ 819.00
30710	09/21/2021	PLANNING	PLANNING	MADERA TRIBUNE	JULY ZAP MTG	\$ 234.00
30710	09/21/2021	PLANNING	PLANNING	MADERA TRIBUNE	NOI AUG PC ITEM	\$ 305.50
30710	09/21/2021	PLANNING	PLANNING	MADERA TRIBUNE	JULY PC MTNG	\$ 338.00
30710	09/21/2021	PLANNING	PLANNING	MADERA TRIBUNE	SEPT PC NOTICE	\$ 344.50
30711	09/21/2021	FINANCE	LTF - TRANSIT	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES-TRANSIT	\$ 348.00
30712	09/21/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 7.99
30713	09/21/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICE 5225647713-5	\$ 14.29
30713	09/21/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICE 1598348280-1	\$ 49.23
30713	09/21/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICE 5207933925-6	\$ 55.15
30713	09/21/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/21 SERVICE 9787342989-4	\$ 100.87
30713	09/21/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	08/21 SERVICE 8675479583-8	\$ 43.09
30713	09/21/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	08/21 SERVICE 6948316261-1	\$ 45.98
30714	09/21/2021	PW ADMIN	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 53.72
30714	09/21/2021	PW ADMIN	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 161.16

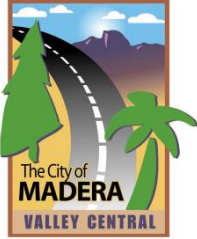
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30714	09/21/2021	PW ADMIN	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 80.58
30714	09/21/2021	PW ADMIN	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 80.59
30714	09/21/2021	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 161.16
30714	09/21/2021	PW ADMIN	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 80.58
30714	09/21/2021	WATER OPS	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 3.27
30714	09/21/2021	WATER OPS	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 9.81
30714	09/21/2021	WATER OPS	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 4.91
30714	09/21/2021	WATER OPS	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 4.90
30714	09/21/2021	WATER OPS	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 9.81
30714	09/21/2021	WATER OPS	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 4.91
30715	09/21/2021	FLEET	DRAINAGE	SJVAPCD	21/22 ANNUAL PERMITS TO OPERATE	\$ 86.00
30715	09/21/2021	FLEET	SEWER OPS	SJVAPCD	21/22 ANNUAL PERMITS TO OPERATE	\$ 86.00
30715	09/21/2021	FLEET	STREET CLEANING	SJVAPCD	21/22 ANNUAL PERMITS TO OPERATE	\$ 86.00
30716	09/21/2021	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 13,246.00
30717	09/21/2021	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 1,792.50
30718	09/21/2021	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	AUTOCAD WORKSTATIONS	\$ 8,332.22
30719	09/21/2021	WWTP	SEWER CAPITAL	STANTEC CONSULTING SERVICES INC.	PROF ENGINEERING CONSULTING SERVICES	\$ 960.00
30720	09/21/2021	PW ADMIN	AIRPORT OPS	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 35.00
30720	09/21/2021	PW ADMIN	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 45.00
30720	09/21/2021	PW ADMIN	COMM & REC	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 435.00
30720	09/21/2021	PW ADMIN	ENGINEERING	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 60.00
30720	09/21/2021	PW ADMIN	FIRE	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 70.00
30720	09/21/2021	PW ADMIN	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 75.00
30720	09/21/2021	PW ADMIN	SEWER OPS	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 25.00
30720	09/21/2021	PW ADMIN	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 25.00
30720	09/21/2021	PW ADMIN	WATER OPS	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 25.00
30720	09/21/2021	PW ADMIN	WWTP	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 45.00
30720	09/21/2021	PW ADMIN	PD OPS	TECH. MASTER PEST MANAGEMENT	SEPTEMBER 2021 PEST CONTROL SERVICES	\$ 40.00
30721	09/21/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	FEBRUARY 2021 LAWN SERVICE - TRANSIT CENTER	\$ 500.00
30721	09/21/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	APRIL 2021 LAWN SERVICE - TRANSIT CENTER	\$ 500.00
30721	09/21/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	MAY 2021 LAWN SERVICE - TRANSIT CENTER	\$ 500.00
30721	09/21/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	JUNE 2021 LAWN SERVICE - TRANSIT CENTER	\$ 500.00
30721	09/21/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	JULY 2021 LAWN SERVICE - TRANSIT CENTER	\$ 500.00
30721	09/21/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	INSTALL STAKES/REPLACE DEAD TREES	\$ 745.00
30722	09/21/2021	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 65.43
30722	09/21/2021	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 65.43
30722	09/21/2021	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 153.30
30722	09/21/2021	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 161.94
30722	09/21/2021	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 114.03
30722	09/21/2021	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 89.11

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30722	09/21/2021	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 89.11
30722	09/21/2021	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 204.40
30722	09/21/2021	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 51.10
30722	09/21/2021	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 51.63
30722	09/21/2021	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 51.63
30722	09/21/2021	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 152.04
30722	09/21/2021	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 152.04
30722	09/21/2021	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 3.03
30722	09/21/2021	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 4.37
30722	09/21/2021	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 51.10
30722	09/21/2021	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 51.10
30722	09/21/2021	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 38.81
30722	09/21/2021	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 38.01
30722	09/21/2021	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 2.23
30722	09/21/2021	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 2.07
30722	09/21/2021	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 102.20
30722	09/21/2021	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 102.20
30722	09/21/2021	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 13.83
30722	09/21/2021	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 13.83
30722	09/21/2021	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 0.53
30722	09/21/2021	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 0.53
30722	09/21/2021	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 8.25
30722	09/21/2021	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 9.93
30722	09/21/2021	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 0.53
30722	09/21/2021	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 0.53
30722	09/21/2021	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 1.80
30722	09/21/2021	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 1.73
30722	09/21/2021	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 221.19
30722	09/21/2021	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 220.34
30722	09/21/2021	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 38.01
30722	09/21/2021	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 38.01
30722	09/21/2021	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 115.23
30722	09/21/2021	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 111.94
30722	09/21/2021	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 81.84
30722	09/21/2021	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 81.84
30722	09/21/2021	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 45.92
30722	09/21/2021	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/21-07/10/21	\$ 1,293.80
30722	09/21/2021	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/21-08/10/21	\$ 1,293.74
30723	09/21/2021	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 1,700.00
30723	09/21/2021	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PECAN SQUARE TRACT MAP REVIEW	\$ 310.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30724	09/21/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 224.12
30724	09/21/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 1.50
30725	09/21/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 204.78
30725	09/21/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 1.50
30726	09/21/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	\$ 50.00
30726	09/21/2021	PARKS	PARKS	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	\$ 115.00
30727	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925437 268 RIVER POINTE CREDIT REFUND	\$ 30.49
30728	09/21/2021	FINANCE	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	\$ 306.34
30729	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9919833 275 ELM CREDIT REFUND	\$ 161.16
30730	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925971 110 VINEYARD CREDIT REFUND	\$ 292.90
30731	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924649 3060 CAPISTRANO CREDIT REFUND	\$ 171.73
30732	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924736 510 ROTAN CREDIT REFUND	\$ 119.71
30733	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923955 1435 VERDE MESA CREDIT REFUND	\$ 138.79
30734	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922849 3165 TRAGON CREDIT REFUND	\$ 148.35
30735	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923006 408 N B CREDIT REFUND	\$ 109.57
30736	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926233 1218 ROGERS CREDIT REFUND	\$ 173.27
30737	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9915651 323 LILLY CREDIT REFUND	\$ 156.06
30738	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9918776 1328 APPLE CREDIT REFUND	\$ 140.66
30739	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924417 1022 SAN RAMON CREDIT REFUND	\$ 179.89
30740	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9350101 2800 SUMMER CREDIT REFUND	\$ 78.75
30741	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912232 971 JACKSON CREDIT REFUND	\$ 44.76
30742	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9910896 1487 DOME CREDIT REFUND	\$ 26.19
30743	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9915609 802 ROYAL CREDIT REFUND	\$ 68.99
30744	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920854 1304 LACRETA CREDIT REFUND	\$ 103.54
30745	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 2446001 204 S I CREDIT REFUND	\$ 95.81
30746	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9914922 1472 SENECA CREDIT REFUND	\$ 164.38
30747	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912132 1219 CONCORD CREDIT REFUND	\$ 216.80
30748	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920537 256 RANCHO SANTA FE CREDIT REFUND	\$ 78.92
30749	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 4684122 2488 BEECHWOOD CREDIT REFUND	\$ 178.11
30750	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921629 161 RANCHO MIRAGE CREDIT REFUND	\$ 175.61
30751	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920079 208 E DUNHAM CREDIT REFUND	\$ 148.98
30752	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922587 1511 LA JOLLA CREDIT REFUND	\$ 165.91
30753	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925122 1409 ROGERS CREDIT REFUND	\$ 96.19
30754	09/21/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 5700 3212 TRAGON CREDIT REFUND	\$ 160.69
11	09/16/2021	FINANCE	WWTP BOND ADMN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PAYMENT	\$ 237,868.34

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 5,082,780.53



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-3

SUBJECT:

Amendment to the City of Madera Transit Advisory Board (TAB) Bylaws

RECOMMENDATION:

Adopt Resolution Approving Amendment to No. 3 to the Transit Advisory Board Bylaws

SUMMARY:

The City of Madera Transit Advisory Board (TAB) is comprised of seven members whom are appointed by individual members of the Madera City Council and represent a cross section of the community. The TAB service in an advisory capacity to the City Council (Council) and Staff on Transit matters. Currently, TAB Members are required to provide oversight and make recommendations regarding the operation of the transit system; including projects, programs, and special studies.

For the further enhancement of Madera Metro, City Staff is recommending Council adopts Amendment No. 3 (Exhibit A) requiring TAB Members to complete two (2) Secret Rider Evaluations (Attachment A) per fiscal year and submit their findings to the Grants Program Manager of Transit at the following TAB Quarterly Meeting. Findings from the Secret Rider evaluation will be used as an evaluation tool and topic of discussion with the contracted Transit Operator.

Section 7 of the Transit Advisory Board Bylaws Amendment Process may be recommended to Council for adoption by a majority of all the Board members. On September 24, 2021, a special TAB meeting was held via Teams at 5:30pm and Exhibit A was approved 6-0 by all active TAB Members.

DISCUSSION:

The original Bylaws of the City of Madera Transit Advisory Board were adopted by the Council at its regular meeting March 6, 1996. Said Bylaws were amended by the Council on July 2, 1997 and again June 19, 2013. With the increased demands of public transportation, City staff has begun to implement multiple program revisions and system enhancement for the Madera Metro transit system. Recent improvements are the:

- Madera Metro Plan – Services Assessment
- Madera Metro Signage
- Online interactive Route Maps
- On-Call Transit Consultant RFP
- Farebox Modernization RFP

As Madera Metro continues to strive for improvements, City staff believes a delegation of duties will assist with the high demands and expectations of an efficient systems. Exhibit A will be to expand the Duties and Responsibilities of all TAB Members by requiring TAB Members to complete two (2) secret rider evaluations per fiscal year. After completion, members are required to submit their findings to the Grants Program Manager of Transit at the following TAB Quarterly Meeting. Findings from the Secret Rider evaluation will be used as an evaluation tool and topic of discussion with the contracted Transit Operator during the schedule monthly Transit meeting.

FINANCIAL IMPACT:

This amendment does not impact the City's General Fund as all transit services and personnel time is expended through Local Transportation Funds and other Transit related budgets which are grant funded.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The lease of the MTC supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 431.1:
 - Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

ALTERNATIVES:

As an alternative, Council may:

1. Reject the requested Amendment.
2. Alter the Secret Rider Evaluation requirement of the per year.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Amendment No. 3 to Transit Advisory Board Bylaws
3. Attachment A – Secret Rider Evaluation Form

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE CITY OF MADERA
TRANSIT ADVISORY BOARD BYLAWS**

WHEREAS, the City of Madera established the Transit Advisory Board (TAB) in March of 1996 in order to provide staff with citizen input regarding the operation of the Madera Area Express (MAX); and

WHEREAS, the City implemented Bylaws to govern the activities of the TAB during the course and scope of its duties; and

WHEREAS, the said Bylaws were amended by the City Council on July 2, 1997 and again June 19, 2013; and

WHEREAS, the City believes the proposed amended Bylaws will assist with the oversight and evaluation of the Transit operator; and

WHEREAS, the procedures set forth in Section 7 of the Bylaws for amending Bylaws have been followed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 3 to the City of Madera Transit Advisory Board Bylaws as set forth in Exhibit A attached hereto and incorporated by reference.
3. Staff is directed to compile a consolidated set of Bylaws to include this Amendment No.3.
4. This resolution is effective immediately upon adoption.

EXHIBIT A

AMENDMENT NO. 3 TO THE CITY OF MADERA TRANSIT ADVISORY BOARD MEMBER BYLAWS

Section 2A. titled "Duties and Responsibilities" of the City of Madera Transit Advisory Board Bylaws are amended by adding subsection 2A.3 to read as follows:

3. Bi-annual Secret Rider Evaluation. Transit Advisory Board Members are required to complete two (2) Secret Rider Evaluations (Fall/Winter and Spring/Summer) each fiscal year.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk



ATTACHMENT A - SECRET RIDER CHECKLIST

Date: _____ Reviewer: _____
Bus #: _____ Route #: _____ Driver Name & Number: _____
On-Board Location: _____ Time Boarded: _____
De-Board Location: _____ Time De-Boarded: _____

SERVICE

Bus arrived: _____ On Time (1 minute early or 5 minutes late)
_____ Early (>1 minute) By _____ actual minutes
_____ Late (>5 minutes) By _____ actual minutes

Yes No Were key stops announced by the driver? _____
 Yes No Were three-point passenger restraint available and functional? _____
 Yes No Were securements and passenger restraints clean? _____

CONDITION OF BUS

Yes No Were front and side destination signs visible? _____
 Yes No Did the bus appear to be mechanically sound? _____
 Yes No Was the bus clean? _____
 Yes No NA Did the bus have a properly working heating and ventilation system (HVAC)? _____
 Yes No NA Did the PA system work? _____
 Yes No NA Did the lift work? _____
 Yes No NA Did the driver seem familiar with the equipment? _____

DRIVER COURTESY & SERVICE

Yes No Was the driver's name and number prominently displayed? _____
 Yes No Did the driver handle fares provided by passengers? _____
 Yes No Did driver seem courteous and professional? _____
 Yes No Did driver drive at a safe speed? _____
 Yes No Was the radio playing and at a comfortable volume? _____
 Yes No NA When asked, did driver provide accurate information? _____
 Yes No NA Was the driver effective in dealing with disruptions and/or delays? _____

 Yes No NA Was the driver effective managing unexpected passenger flows? _____

Yes No NA Was the driver effective in dealing with distressed/confused passengers? _____

Yes No NA Was the driver effective in dealing with passengers with special needs? _____

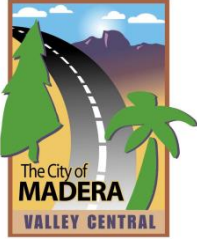
SPECIAL ACCOMODATIONS

Yes No Were service animals allowed on board to accompany individual(s) with disabilities? _____

Yes No Was priority seating offered to individual(s) with disabilities? _____

Yes No Was service provided to individuals using respirators, concentrators, or portable oxygen? _____

Comments: _____



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-4

SUBJECT:

Ratification of COVID-19 Emergency Policy Revisions

RECOMMENDATION:

Adopt a Minute Order ratifying issuance of Revised COVID-19 Emergency Policy No. 4: COVID-19 Vaccine Incentive Pay by the City Manager in his role as Director of Emergency Services

SUMMARY:

In his role as Director of Emergency Services, the City Manager has issued a revised COVID-19 Emergency Policy No. 4: COVID-19 Vaccine Incentive Pay. Specifically, the term of the policy has been extended through December 31, 2021.

DISCUSSION:

In order to support a safe and health workplace by encouraging vaccination against COVID-19, the City Manager issued COVID-19 Emergency Policy No. 4: COVID-19 Vaccine Incentive Pay in February 2021. The policy was ratified by Council in March 2021. Under the policy, all full and part time employees of the City were able to receive a one-time pay incentive of \$200 upon submittal of proof of vaccination against COVID-19. The initial policy terminated May 31, 2021.

The City's workforce vaccination rate is currently at approximately 55%. This represents the number of employees who have submitted proof of having received a full vaccine series. In an effort to encourage a greater number of employees to obtain the vaccine in support of a safe and health workplace, the policy termination date has been extended through December 31, 2021.

The revised Emergency Policy 4 is provided as Attachment 1 to this report.

FINANCIAL IMPACT:

Employees who complete a full vaccine series against COVID-19 will be eligible to receive a one-time payment of \$200.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council could direct staff to further revise the policy term or incentive pay amount.

ATTACHMENTS:

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

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 4
	Date Adopted: 2/11/2021
	Date(s) Revised: 9/10/2021
SUBJECT: COVID-19 VACCINE INCENTIVE PAY	

I. PURPOSE:

The purpose of the City of Madera’s (City) COVID-19 Vaccine Incentive Pay Policy is to support a healthy and safe workplace by encouraging vaccination against COVID-19.

II. SCOPE:

This policy applies to all active full time and part time employees of the City of Madera during the applicable term of this policy.

III. TERM:

This policy will be effective upon issuance by the City Manager as of the date noted above (“Date Adopted”) and will remain in effect through December 31, 2021.

IV. INCENTIVE PAY PROGRAM:

All employees who receive the recommended dosage of COVID-19 vaccine will receive a one-time payment of \$200. Depending on vaccine manufacturer, this may be a two-dose vaccine or single dose vaccine; employees must complete the recommended dosage to receive the vaccine incentive pay. Such payment is subject to applicable taxes and deductions. The COVID-19 vaccine incentive pay does not meet the definition of compensation earnable and it will not be reportable as special compensation to CalPERS.

V. PROCESS FOR REQUESTING INCENTIVE PAY:

Employees must submit the Incentive Pay Request Form (Attachment A) along with proof of vaccination to the Human Resources Department in order to receive the pay incentive. Such proof of vaccination must document the date the vaccination dosages were received, the vaccine manufacturer, and the provider that administered the vaccine. Only vaccines approved by the United States Food and Drug Administration for use and administered by a source authorized to administer the vaccine by State or Federal authorities will be considered for incentive pay. After receipt of proper documentation, incentive pay will be paid in the next regular pay cycle for which time sheets have not yet been submitted. No incentive will be paid without a completed Incentive Pay Request Form, nor for failure to submit an Incentive Pay Request Form prior to the termination of the policy per Section III. Only employees following these requirements are eligible to receive Incentive Pay. Failure to follow these requirements will be considered a declination of the Incentive Pay.

ATTACHMENT A
City of Madera
COVID-19 Vaccine Incentive Pay Request Form

I am requesting COVID-19 Vaccine Incentive Pay be paid in my next regular paycheck for which timesheets have not yet been submitted. By signing below, I am acknowledging and certifying the following:

1. I have voluntarily received a complete COVID-19 Vaccine series. A complete series consists of receiving the number of doses recommended by the specific vaccine manufacturer.
2. The vaccine I received is approved by the United States Food and Drug Administration for use in the United States.
3. The vaccine was administered by a source authorized to administer the vaccine by State or Federal authorities.
4. I have attached proof of vaccination that includes the date the vaccination(s) was/were administered, the vaccine manufacturer, and the provider who administered the vaccine.

Employee Name (please print)

Employee Signature

Employee ID Number

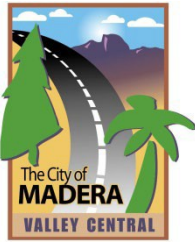
Date

For use by Human Resources Staff Only

Date Received: _____

Proof of vaccination was provided supporting criteria #1-4 _____
Staff Initials

Forward this form only to Payroll for processing of incentive pay. Documentation of vaccination will be maintained as a confidential medical document in the Human Resources Department.

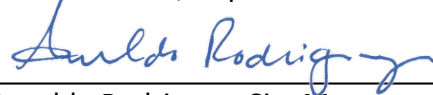


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-5

SUBJECT:

Pipeline Protection and Inspection Agreement with SFPP, L.P. (SFPP) for Inspection Services related to the Olive Avenue Widening and Reconstruction Project

RECOMMENDATION:

Adopt a Resolution Approving a Pipeline Protection and Inspection Services Agreement for \$17,000 with SFPP for Inspection Services related to the Olive Avenue Widening and Reconstruction Project

SUMMARY:

The Pipeline Protection and Inspection Agreement is a standard agreement prepared by Kinder Morgan Energy Partners, L.P. (Kinder Morgan) on behalf of SFPP. The agreement specifies the work for inspection services during the City's construction activities within the Kinder Morgan pipeline easement upon Union Pacific Railroad (UPRR) right of way to avoid conflict with the construction of the proposed utilities associated with the Olive Avenue Widening and Reconstruction Project (Project). The agreement specifies payments to SFPP for the actual cost for inspection services that is estimated at \$17,000.

DISCUSSION:

A Kinder Morgan gas pipeline is located within UPRR right of way and parallels the tracks on the west side. Underground utility improvements related to the Olive Avenue Project will encroach within the Kinder Morgan easement. Said improvements include:

- Conduit for PG&E overhead to underground conversion to be installed by jack and bore method crossing under UPRR in an 18-inch steel pipe in the Olive Avenue alignment
- A 36-inch storm drain pipeline to be installed by jack and bore method crossing under UPRR in a 48-inch steel pipe

- Conduits required for traffic signal interconnect and for communication with UPRR for purposes of preemption of the traffic signal when the crossing safety signals are activated

The agreement specifies the work necessary to provide protection and inspection services during pre-construction (such as potholing) and construction activities for the project near their pipeline. The agreement covers the current utility underground utility conversion project, Phase 2, as well as the future Phase 3 of the Project, the widening and reconstruction of the roadway. The cost estimate for the work covered under this agreement is \$17,000. The final payment to SFPP will be based on a final invoice for the actual cost of the work.

FINANCIAL IMPACT:

The estimated cost for the agreement is \$17,000 and will be funded from unallocated funds in the Capital Project Account for the Project, R-000010.

There will be no impact to the City's General Fund by approving this amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126 – The project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing. The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

ALTERNATIVES:

Should Council not approve the Pipeline and Inspection Services Agreement, Kinder Morgan will not approve or allow the encroachment within their easement. Work could not proceed on the underground utilities as designed for the PG&E conversion from overhead to underground. Traffic signal and storm drainage improvements would also be adversely impacted.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 Pipeline Protection Agreement
2. Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 21-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A PIPELINE AND INSPECTION SERVICES
AGREEMENT WITH SFPP, L.P. FOR INSPECTION SERVICES RELATED TO THE
OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT**

WHEREAS, the City of Madera has planned for a project to widen and reconstruct Olive Avenue from Gateway Drive to Knox Street, hereinafter referred to as “the Project”; and

WHEREAS, funding for Project, City Project No. R-10 is programmed in the Capital Improvement Projects Budget for Fiscal Year 2021/22; and

WHEREAS, a Pipeline and Inspection Services Agreement has been prepared by SFPP, L.P. (SFPP) that specifies the services and estimate costs for inspection of their pipeline in conflict with the construction of the Project.

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

1. The above recitals are true and correct.
2. The Pipeline Protection and Inspection Services Agreement with SFPP, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. The payment of the initial estimated cost of \$17,000 is approved and subsequent additional fees as approved by the City Engineer.
4. The Mayor is authorized to execute the Amendment as approved.
5. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Pipeline Protection and Inspection Agreement

PIPELINE PROTECTION AND INSPECTION AGREEMENT

This PIPELINE PROTECTION, AND INSPECTION AGREEMENT (this "*Agreement*") is made and entered into this 6th day of October 2021 by and between the City of Madera, located at 205 W. Fourth Street, Madera, CA 93637 ("the **City**") and, SFPP, L.P., a Delaware limited partnership ("*SFPP*"), with reference to the following facts:

- A. WHEREAS, the City is planning to widen and reconstruct Olive Avenue from Gateway Drive to Knox Street to include the installation of a 48-inch diameter steel casing (by bore method) for a storm drain crossing, installation of a 2 inch diameter PVC conduit for traffic signal/railroad pre-emption connection (by directional boring method), installation of an 18 inch casing for PG&E underground utilities (by bore method), the installations shall include the required City's potholing activities, crossing the Kinder Morgan 12 inch gas pipeline existing adjacent to the UPRR along Olive Avenue, in the City of Madera, California, and Kinder Morgan requires that they inspect the work;
- B. WHEREAS SFPP intends to:
Provide the required manpower and resources to protect SFPP right-of way and monitor construction activities and potholing of the area described above to determine the exact location of Kinder Morgan's pipeline at the vicinity of SFPP pipelines.
- C. WHEREAS, the City and SFPP desire to enter into an agreement whereby the City agrees to reimburse SFPP and SFPP agrees to provide itself or through its contractors, provide inspection services (the "*Services*"); and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged, SFPP and the City hereby agree as follows:

- 1. Upon receipt of notice from City, SFPP shall coordinate with City to provide the Services.
- 2. The City shall advance SFPP the cost incurred by SFPP in performance of the Services, plus SFPP's normal additives for reimbursable projects (the "*Actual Cost*"). To start, City will advance the cost for the Services which is estimated at \$17,000.00, SFPP estimate of the cost to complete the Services, shall include the cost of the inspection/monitoring required during City's potholing and construction activities, which includes: (i) SFPP labor, (ii) inspection (including coordination and supervision) and(iii) 19.4% for administrative overhead costs.
- 3. Payments must be received by SFPP upfront and in one installment. When the final accounting of the actual cost of the Services performed by SFPP is completed, SFPP will submit an itemized billing to the City for review, together with either: (i) an invoice, to the extent the actual cost exceeds the Estimated Cost; (ii) a check from SFPP, to the extent the Estimated Cost exceeds the actual cost. If the actual cost exceeds the Estimated Cost, The City shall pay SFPP the excess amount within 30 days after receiving such invoice from SFPP. SFPP shall maintain records for 3 years of the actual costs incurred and charged or allocated in the performance of the Services in accordance with generally accepted accounting principles.

4. To the extent permitted by applicable law, the City agrees to release, defend, and to protect, indemnify and hold harmless SFPP, its parent, affiliates, and subsidiaries, and its and their respective directors, officers agent and employees, from every kind or character of damages, losses, liabilities, expenses, demands, or claims, including any and all costs and fees arising out of litigation or settlement of any claims (collectively, "**Losses**"), to the extent the Losses are caused by, arise from, or relate to, directly or indirectly, the negligent acts or negligent omissions of the City, its agents, employees in connection with this Agreement or the Subject Facilities. City further agrees that it shall pay, in proportion to its obligation pursuant to this Section 4, all damages, costs and expenses (including attorneys' fees) in connection therewith or any matter resulting therefrom. The City shall not settle any such action or suit without SFPP'S prior written consent. This indemnification obligation shall survive expiration or termination of this agreement.

5. To the extent permitted by applicable law, SFPP agrees to release, defend, and protect, indemnify, and hold harmless the City, their respective officers, agents, and employees from every kind or character of Losses, to the extent the Losses are caused by, arise from or relate to, directly or indirectly, the negligent acts or negligent omissions of SFPP, its agents or employees in connection with SFPP's performance under this Agreement or in connection with the Subject Facilities. SFPP further agrees that it shall pay, in proportion to its obligations pursuant to this Section 6, all damages, costs, and expenses (including attorneys' fees) in connection therewith or any matter resulting there from. SFPP shall not settle any such action or suit without the City's prior written consent. This indemnification obligation shall survive expiration or termination of this agreement

6. This Agreement contains the entire agreement between the City and SFPP with respect to the subject matter hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

(Signatures on following page)

City of Madera, California

By: _____

Name: Santos Garcia

Title: Mayor

SFPP, L.P.

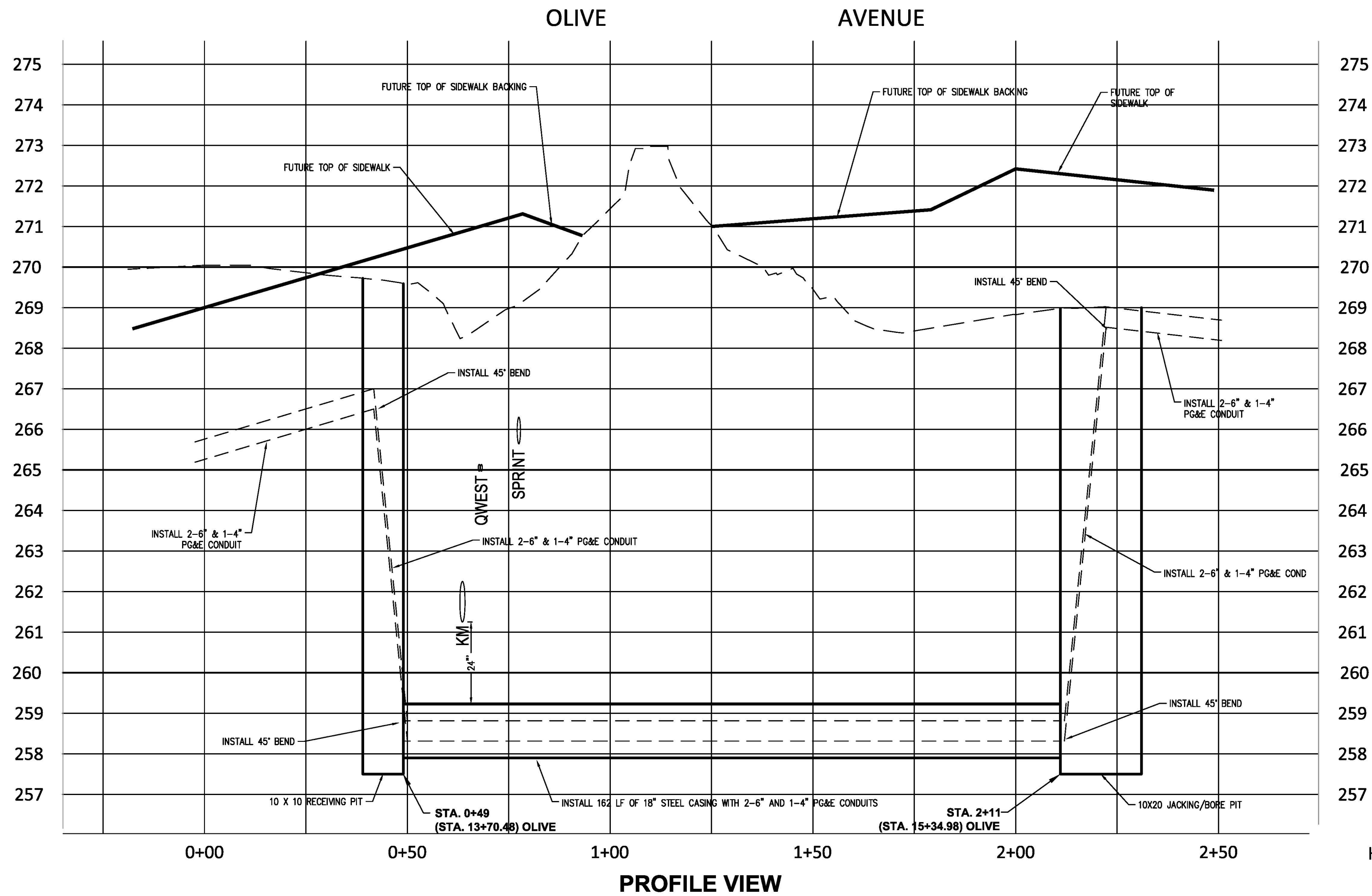
a Delaware limited partnership

*By: Kinder Morgan Operating LLC "D", its general partner
a Delaware limited liability company*

By: M. James Pagonis

Name: M. James Pagonis

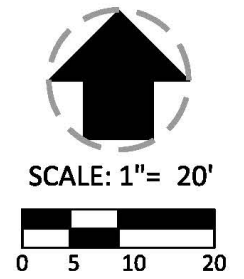
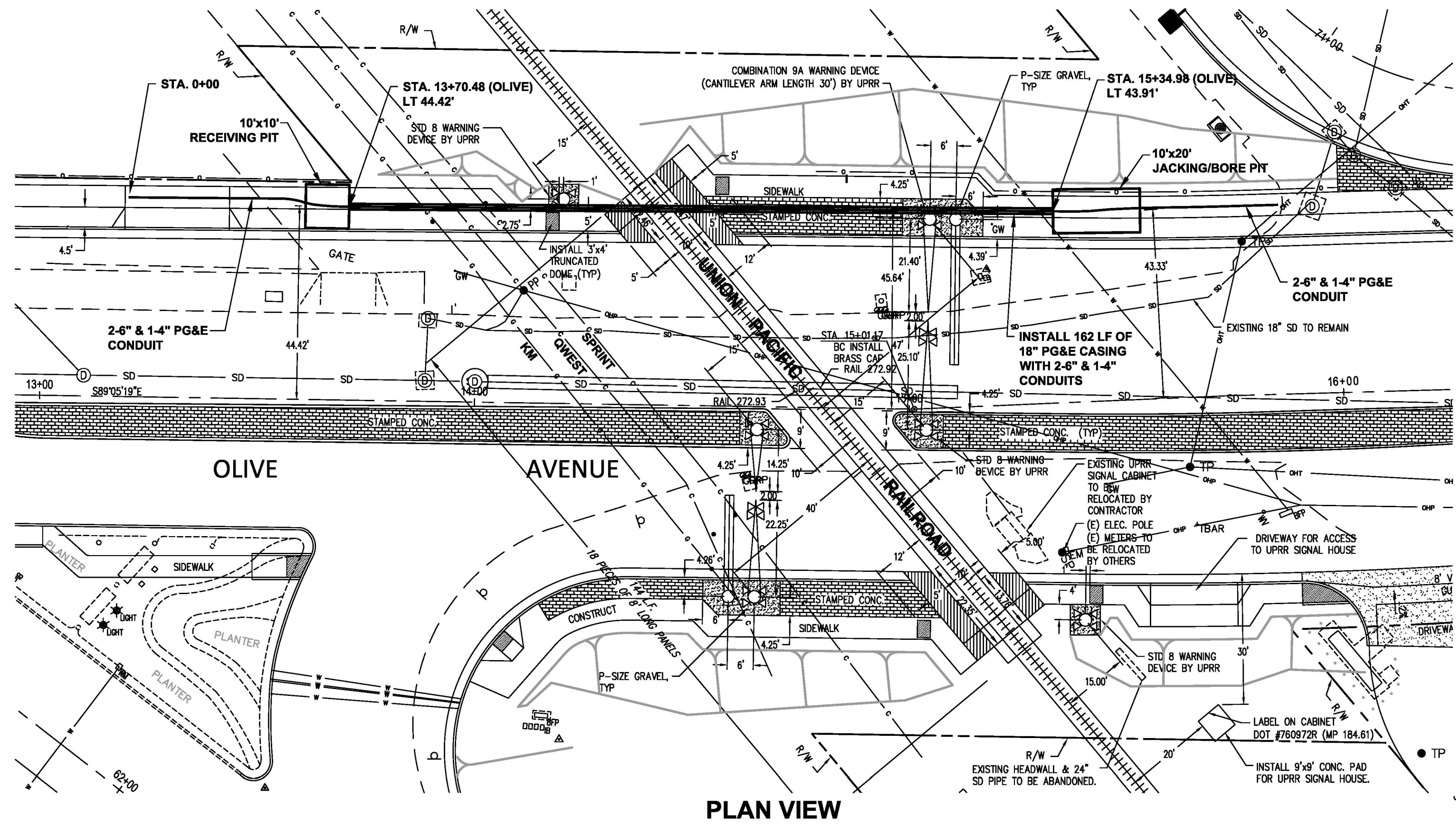
Title: Attorney-in-fact



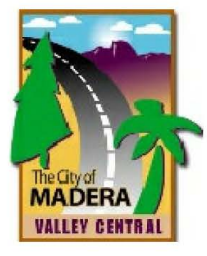
SCALE:
HORIZ=1"=20'
VERT=1"=2'

LEGEND:

KM - KINDER MORGAN PIPELINE



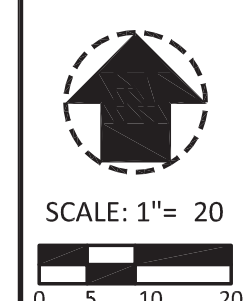
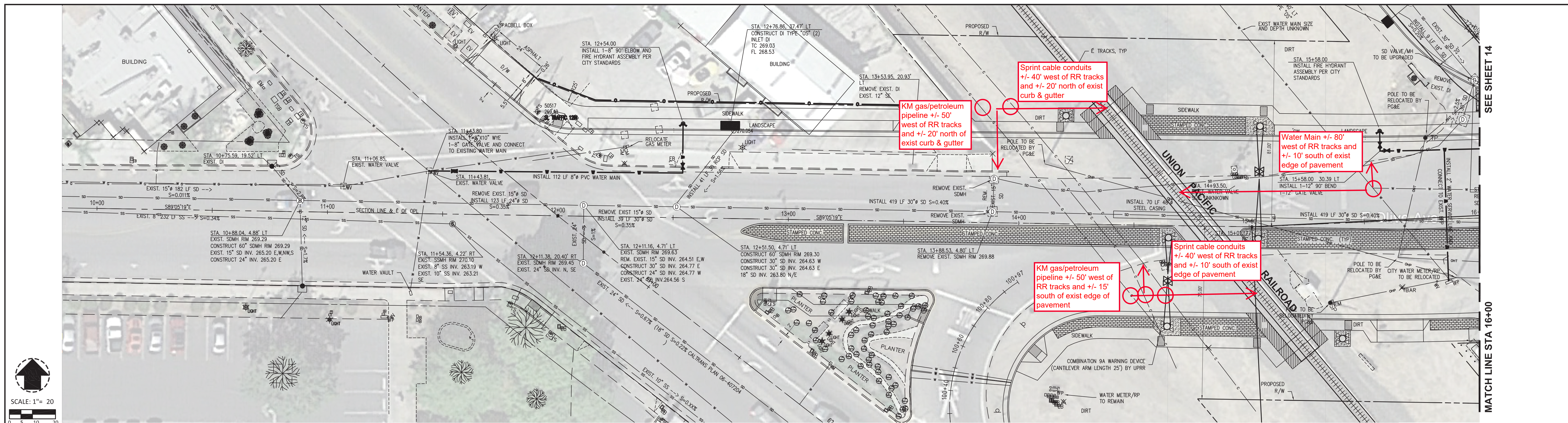
JOSE ERIC AGUILAR DATE

		OLIVE AVENUE WIDENING & RECONSTRUCTION GATEWAY DRIVE TO KNOX STREET DRY UTILITIES - UPRR CROSSINGS	
		CITY OF MADERA ENGINEERING DEPARTMENT 205 WEST 4TH STREET MADERA, CA 93637	
SHEET _____ OF _____ SHEETS		APPROVED BY: _____ DATE _____	
PLAN REVISION INITIAL ISSUE DATE: JULY 30, 2018		REVIEWED BY: PUBLIC WORKS: FIRE DEPARTMENT: PARKS DEPARTMENT: DESIGNED BY: JA DRAWN BY: OWNER CHECKED BY:	
REV.	CHANGE	DATE	APPROVAL
REV.			
REV.			
REV.			
REV.			
CONTRACTOR:		DATE STARTED	DATE COMPLETED
WORK ORDER No.		PROJECT No. R-000010	



10/17/2018 10:56 AM
 CITY OF MADERA ROAD PROJECT PLANS/SUBMITTALS/REVISIONS/UTILITIES PLANS (02/20)

GATEWAY DRIVE

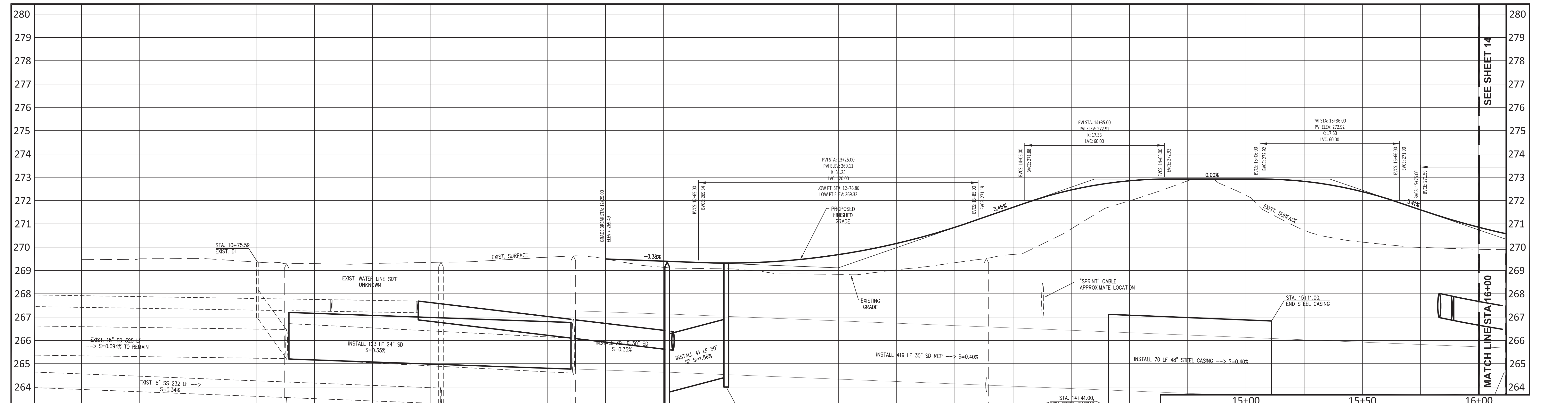


SEE SHEET 14

MATCH LINE STA 16+00

OLIVE

AVENUE



SEE SHEET 14

MATCH LINE STA 16+00

		OLIVE AVENUE WIDENING & RECONSTRUCTION GATEWAY DRIVE TO KNOX STREET UTILITY PLAN - OLIVE AVENUE 10+00 - 16+00	
		CITY OF MADERA ENGINEERING DEPARTMENT 205 WEST 4TH STREET MADERA, CA 95363	
SHEET <u>13</u> OF <u>41</u> SHEETS		APPROVED BY: _____ DATE _____ CITY ENGINEER	
PLAN REVISION INITIAL ISSUE DATE: JULY 30, 2018 CHANGE DATE APPROVAL		REVIEWED BY: _____ PUBLIC WORKS: FIRE DEPARTMENT: PARKS DEPARTMENT: DESIGNED BY: _____ CHECKED BY: _____ DRAWN BY: SROBERSON INSPECTED BY: _____ CONSTRUCTION DATES: _____ DATE STARTED _____ DATE COMPLETED _____ CONTRACTOR: _____ PROJECT No. R-000010	
WORK ORDER No. _____			

60% CONSTRUCTION PLAN
 SCALE: HORIZ=1"=20'
 VERT=1"=2'

DATE PLOTTED: 08/28/2018 10:58 AM
 S:\CADD\PROJECTS\BYPAS\BYPAS\DWG\CONSTRUCTION\UTILITY PLAN 03 - 22.CAD (UTILITY PLAN)

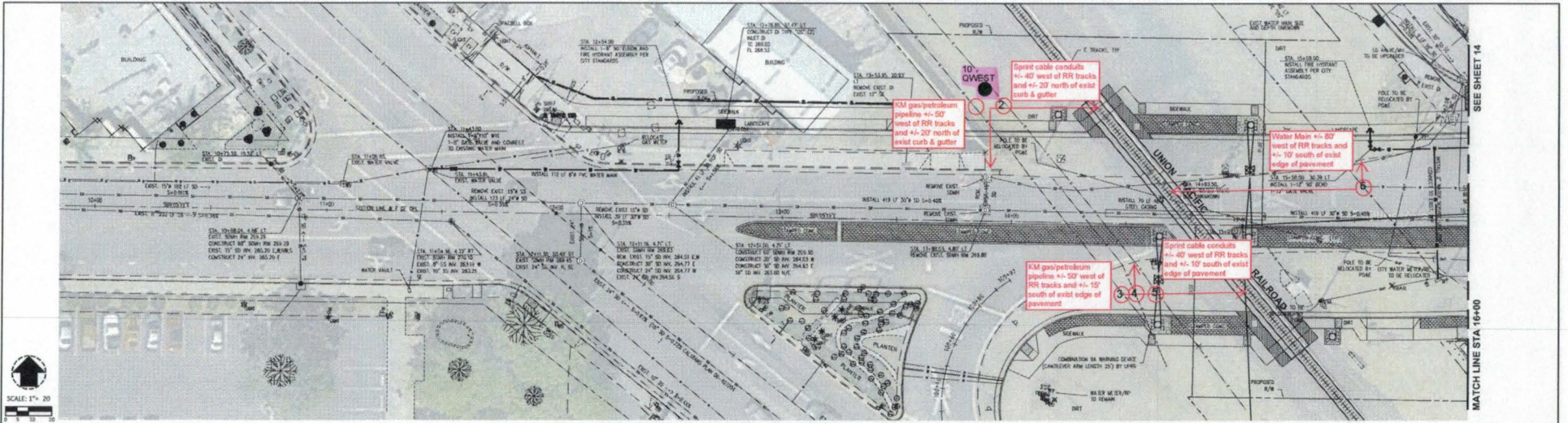


City of Madera-Olive Ave Widening and Reconstruction

Utility Pothole Reports and SD Alignment

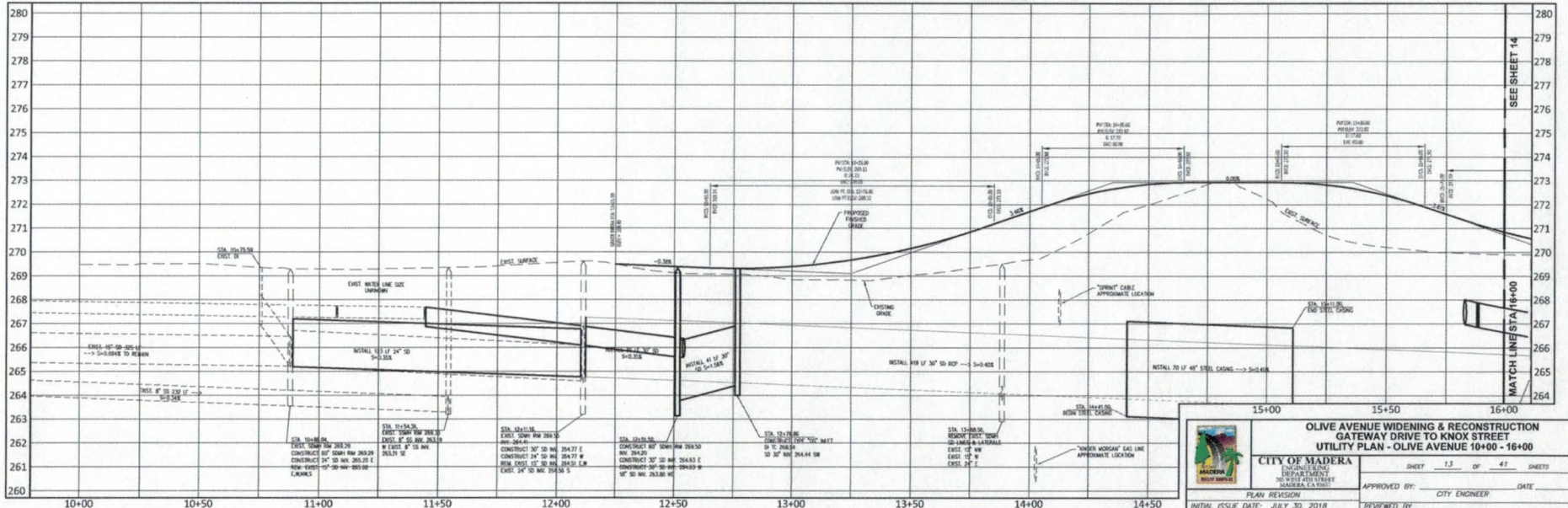
1. Pages 1-2: Numbered Pothole locations on plans
2. Pages 3-12: Potholes 1-10 Reports
3. Page 13: Storm Drain Alignment and Depth Sheet

GATEWAY DRIVE



OLIVE

AVENUE



CITY OF MADERA
 PUBLIC WORKS DEPARTMENT
 30 WEST 4TH STREET
 MADERA, CA 93692

**OLIVE AVENUE WIDENING & RECONSTRUCTION
 GATEWAY DRIVE TO KNOX STREET
 UTILITY PLAN - OLIVE AVENUE 10+00 - 16+00**

SHEET 13 OF 41 SHEETS

APPROVED BY: CITY ENGINEER DATE

REVIEWED BY: PUBLIC WORKS
 FIRE DEPARTMENT
 PARKS DEPARTMENT
 DESIGNED BY: [] CHECKED BY: []
 DRAWN BY: [] INSPECTED BY: []
 CONTRACTOR: DATE STARTED DATE COMPLETED

PROJECT No. R-000010

INITIAL ISSUE DATE: JULY 30, 2018

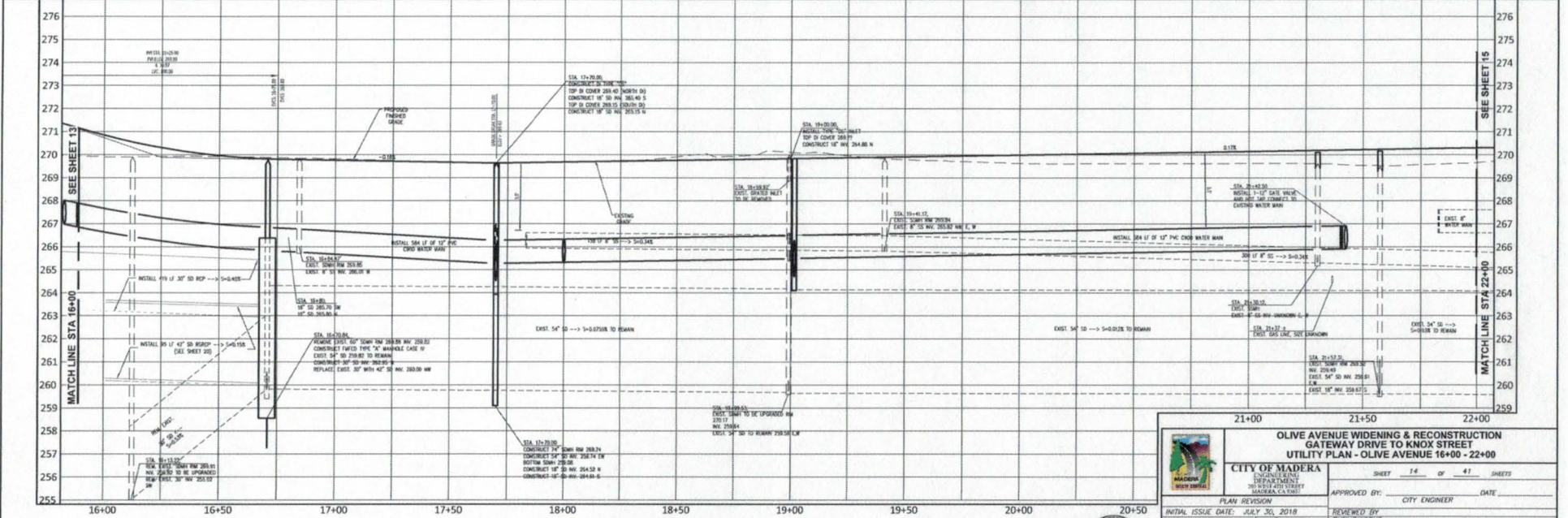
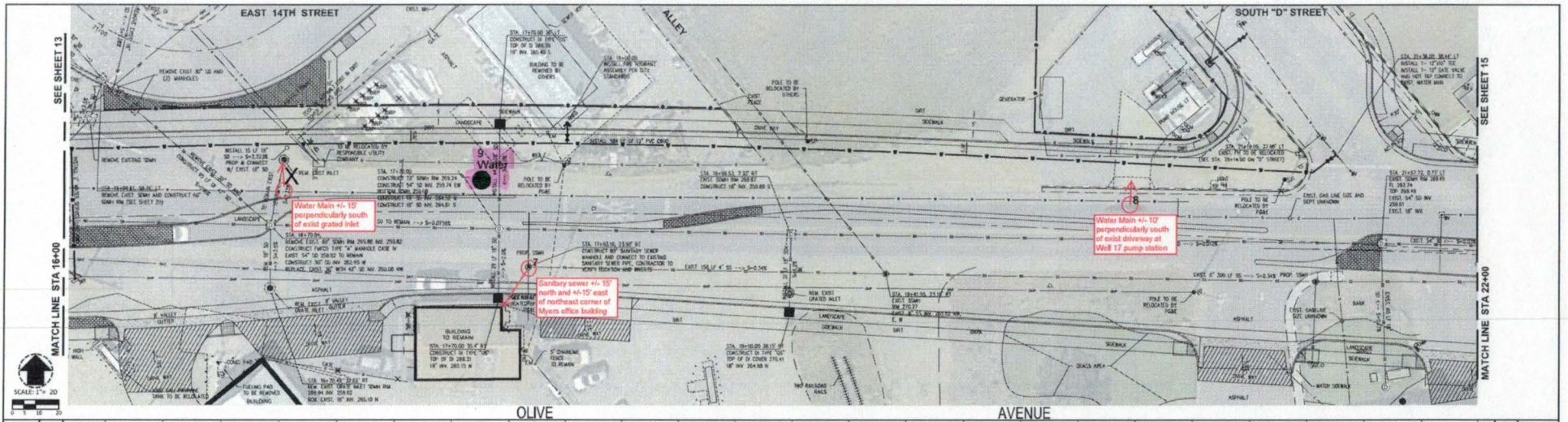
CHANGE DATE APPROVAL

REVISION

SCALE: HORIZ=1"=20' VERT=1"=2'

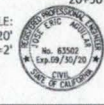
60% CONSTRUCTION PLAN

PROFESSIONAL SEAL OF CIVIL ENGINEER



SCALE: HORIZ=1"=20' VERT=1"=2'

60% CONSTRUCTION PLAN



PLAN REVISION		APPROVED BY: CITY ENGINEER		DATE
INITIAL	ISSUE DATE: JULY 30, 2018	REVIEWED BY: PUBLIC WORKS		
CHANGE	DATE	APPROVAL		
REV.		DESIGNED BY: TRACY DEPARTMENT	CHECKED BY:	
REV.		DRAWN BY: SPODBERSON	INSPECTED BY:	
REV.		CONSTRUCTION DATES	DATE STARTED	DATE COMPLETED
REV.		CONTRACTOR:		
WORK ORDER NO.		PROJECT NO. R-000010		

	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Kinder Morgan		PH	1
Utility Material	Steel			
Utility Diameter	12"			
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	80"			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes X No	Yes No		
Name of Standby	Todd Hegwer			
Standby Contact #	559-217-5929			
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	North and South			
23' 3" NE of Rim of Storm Drain Manhole				
27' NW of Power Pole				
38' West of Tracks				
Additional Remarks: KM line runs parallel to UPRR Tracks. Offset taken from West face of and perpendicular to tracks				



	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Sprint		PH	2
Utility Material	Concrete Encasement			
Utility Diameter	8"		<p>Transversal View</p> <p>Pavement Thick</p> <p>Base Thick</p> <p>Depth to Top 37"</p> <p>Depth to Bottom 45"</p> <p>Diameter 8"</p>	
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	37"			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes X No	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	North and South			
29' 7" NE of Rim of Storm Drain Manhole				
21' 10" North of Power Pole				
26' 3" West of Tracks				
Additional Remarks: Sprint line runs parallel to UPRR Tracks. Offset taken from West face of and perpendicular to tracks				



CA License# 945499

Operator: Derek Davis

	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Kinder Morgan		PH	3
Utility Material	Steel			
Utility Diameter	12"			
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	73"			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes X No	Yes No		
Name of Standby	Todd Hegwer			
Standby Contact #	559-217-5929			
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	North and South			
28' 2" north of white fiber optic marker				
19' 9" SW of corner of concrete base of RR crossing arm				
40' 10" West of tracks				
<p>Additional Remarks: Kinder Morgan runs parallel to UPRR Tracks. Offset taken from West face of and perpendicular to tracks</p>				



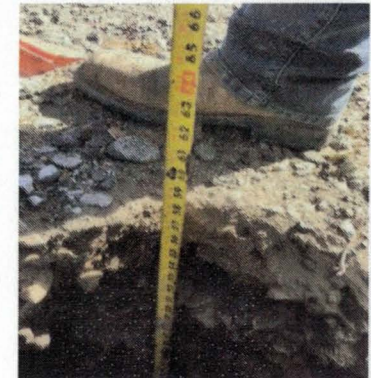
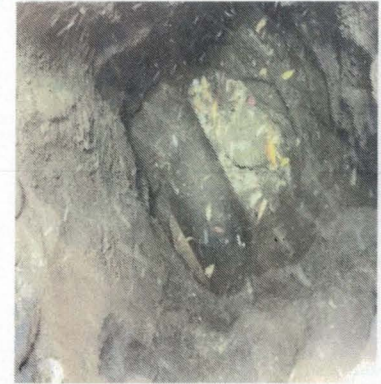
CA License# 945499

Operator: Derek Davis

	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	QWEST		PH	4
Utility Material	HDPE			
Utility Diameter	(2) 2"		Transversal View	
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	103"			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes X No	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	North and South			
35' NE of white fiber optic marker				
12' 3" SW of corner of concrete base of RR crossing arm				
35' 10" West of tracks				
Additional Remarks: QWEST runs parallel to UPRR Tracks. Offset taken from West face of and perpendicular to tracks				



	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Sprint		PH	5
Utility Material	Steel Casing			
Utility Diameter	8"		<p style="text-align: center;">Transversal View</p>	
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	59"			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes X No	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	North and South			
38' NE of white fiber optic marker				
5' 10" SW of corner of concrete base of RR crossing arm				
28' 8" West of tracks				
<p>Additional Remarks: Sprint runs parallel to UPRR Tracks. Offset taken from West face of and perpendicular to tracks</p>				



CA License# 945499

Operator: Derek Davis

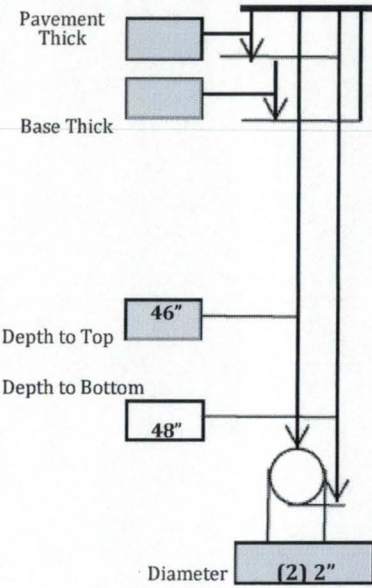
	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Water		PH	6
Utility Material	Unknown			
Utility Diameter	Unknown		<p style="text-align: center;">Transversal View</p>	
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	Unknown			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes No X	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	Assumed North to South			
3' 6" West of Motorcycle/Bicycle Crossing sign				
18' 4" SE of Power Pole Down Guy				
27' 6" North of Centerline of Olive Ave				
Additional Remarks: City marked location of water was excavated to a depth of 5' and 6' Wide down to Hard Pan. No utility found. City employee stated that the markings were estimated.				

	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Sewer		PH	7
Utility Material	ABS			
Utility Diameter	4"		<p>Transversal View</p>	
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	24"			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes No X	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	North and South and then East			
23' 8" NE of the corner of the Myers Building				
4' 7" NW of Power Pole				
22' 10" South of Centerline of Olive Ave				
Additional Remarks: Sewer Lateral comes out of Myers Building and turns east towards manhole.				



	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Water		PH	8
Utility Material	Unknown			
Utility Diameter	Unknown		<p style="text-align: center;">Transversal View</p>	
Soil	Sandy Loam			
Pavement Type	AC			
Pavement Thickness	6"			
Ground to Top of	Unknown			
Base Type	AB			
Base Thickness	12"			
Ground Water {Y/N}	Yes No X	Yes No		
Utility Shown on Plans?	Yes X No	Yes No		
USA Marks Correct?	Yes No X	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Pin			
Direction of Travel	Assumed East to West			
19' 8" South of center gate post at Well# 17				
37' SW of Light Pole				
14' 10" North of Centerline of Olive Ave				
<p>Additional Remarks: City marked location of water was excavated to a depth of 5'-6" and 6' Wide in asphalt down to Hard Pan. No utility found. City employee stated that the markings were estimated.</p>				

	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	Water		PH	9
Utility Material	Unknown			
Utility Diameter	Unknown			
Soil	Sandy Loam		Transversal View	
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	N/A			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No <input checked="" type="checkbox"/>	Yes No		
Utility Shown on Plans?	Yes No <input checked="" type="checkbox"/>	Yes No		
USA Marks Correct?	Yes No <input checked="" type="checkbox"/>	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Wood Pin and Flag			
Direction of Travel	Assumed North to South			
10" South of Chain Link Fence				
37' 4" East of Fiber Optic Marker at 14th St				
26' North of Centerline of Olive Ave				
<p>Additional Remarks: Location was excavated to a depth of 6' and 6' Wide down to Hard Pan. No utility found. City asked for this to be done at this location to try and find a 2" Water Service and Main at abandoned building on the North side of Olive Ave.</p>				

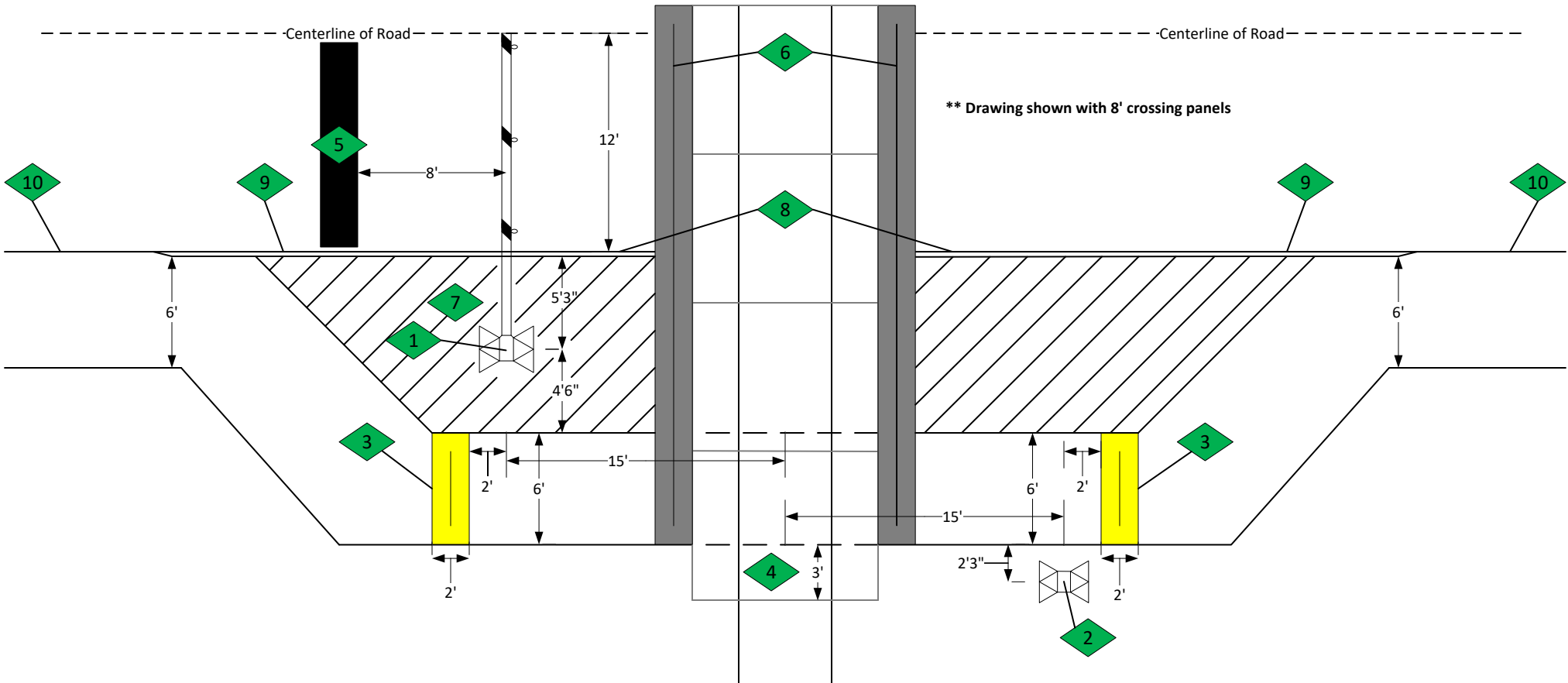
	Utility # 1	Utility # 2	Method:	Pothole #
Utility Type	QWEST		PH	10
Utility Material	HDPE			
Utility Diameter	(2) 2"		Transversal View	
Soil	Sandy Loam			
Pavement Type	N/A			
Pavement Thickness	N/A			
Ground to Top of	46"			
Base Type	N/A			
Base Thickness	N/A			
Ground Water (Y/N)	Yes No <input checked="" type="checkbox"/>	Yes No		
Utility Shown on Plans?	Yes <input checked="" type="checkbox"/> No	Yes No		
USA Marks Correct?	Yes <input checked="" type="checkbox"/> No	Yes No		
Name of Standby				
Standby Contact #				
Marker Set & Type	Paint			
Direction of Travel	North and South			
28' 6" NE of the center of Storm Drain Manhole				
26' 6" North of Power Pole				
32' 6" West of Tracks				
Additional Remarks: QWEST lines rune parallel to UPRR Tracks. Offset taken from West face of and perpendicular to tracks				



STATION	OFFSET	DEPTH	NOTES
00+00	West Manhole		
00+13	19' North of CL	5'-6"	
00+27	18' North of CL	6'-8"	
00+40	18' North of CL	8'	
00+63	16' North of CL	9'-4"	
00+75	14' North of CL	N/A	Center of Tracks. No Signal
00+88	14' North of CL	10' +/-	No Signal
01+07	13' North of CL	9'-6"	
01+20	13' North of CL	9'	
01+25	13' North of CL	8'-10"	
01+39	15' North of CL	8'-3"	
01+57	18' North of CL	8'	
01+78	21' North of CL	7'-9"	
01+80	21' West of CL	7'-9"	45 Degree Bend
01+92	30' West of CL	7'-6"	
02+11	East Manhole		

1	Vehicular device with gate arm. Standard: MUTCD 8C.02 & 8C.04
2	Pedestrian device. Standard: MUTCD 8D.06
3	Min. 2' Detectable warning strip. Standard: MUTCD 8D.04
4	Min. 3' from edge of traveled way including shoulders or sidewalks. Standard: UP Standard Drawing 0304J
5	24" STOP LINE - 8' in advance of nearest Railroad Traffic Control Device. Standard: MUTCD 3B-16

6	24" min. strip of asphalt between crossing surface and roadway. Standard: UP Standard Drawing 0304J
7	Unpaved area – e.g. aggregate material around devices for maintenance access. Guidance: UP Maintenance
8	Min. 10' from center of track, tapered curb. Guidance: Standard Practice
9	6" non-mountable raised curb. Standard: MUTCD 8C-01
10	Mountable curb for maintenance access.. Guidance: UP Maintenance



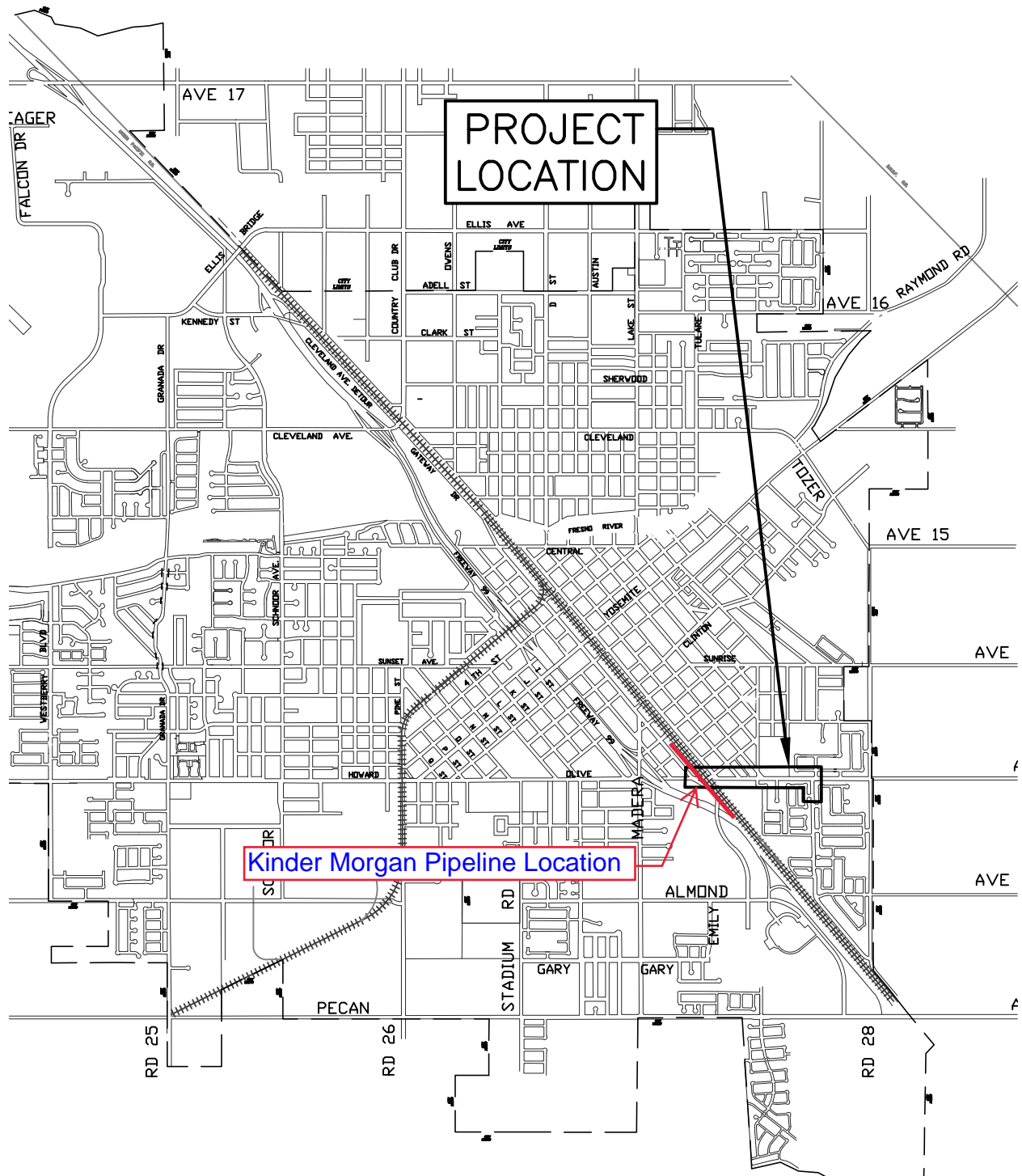
Guidance for Sidewalk Improvements w/ Off-Quadrant Pedestrian Device

Disclaimer: The purpose of this document is to provide the design engineer with the guidelines for sidewalk improvements w/ off-quadrant pedestrian device. This does not substitute the design engineer's specifications for a specific project but provides the basis of the standards, which the design engineer shall follow.

ATTACHMENT 2

Location Map

CITY OF MADERA

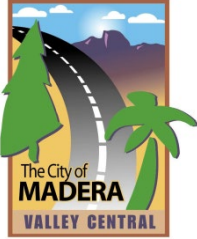


VICINITY MAP

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

OLIVE AVENUE WIDENING
GATEWAY TO KNOX

DR BY: RB
CH BY: RB
DATE: 08/04/21
SCALE: AS SHOWN
SHT 1 OF 1



REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, City Engineer

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-6

SUBJECT:

Request for connection to the City's water system

RECOMMENDATION:

Adopt a resolution Approving Agreement for Outside of City Water Service for Property Located at 27682 Pina Street

SUMMARY:

The City has a policy wherein properties located outside the City Limits and adjacent to the City water and sewer systems, may under certain conditions, apply for and receive City utility services. The property owner formally requested authorization to the connect to the City's water system for a single-family home. The City's water system is proximate to her home in the northeast quadrant of the City and the homeowner would burden the cost to connect.

DISCUSSION:

The property owner, Blanca Holguin, has an existing single-family residence on a single parcel located on Pina Street, north of Ellis Street, west of Chapin Street (generally northeast of the City). The owner has requested that she be allowed to connect to the existing 12-inch City water main on Ellis Street, which borders her southern property line, and has declared her request as an urgent matter as the property has a well that is failing.

The Local Agency Formation Commission (LAFCO) has approved the connection to City water service outside the current City limits.

FINANCIAL IMPACT:

Approving this request for outside of city water service imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The installation of an outside the City Limits water service connection to the site is not specifically addressed in the vision or action plans.

ALTERNATIVES:

If Council does not approve the Agreement for Outside of City Water Service, the residents may face hardships and will have to seek other alternatives.

ATTACHMENTS:

1. Resolution
 Exhibit A - Agreement
2. Location Map

Attachment 1
Resolution

RESOLUTION NO. 21- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE AGREEMENT WITH BLANCA HOLGUIN FOR
OUTSIDE OF CITY WATER SERVICE FOR 27682 PINA STREET,
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT**

WHEREAS, Owner desires to connect the property located at 27682 Pina Street 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 connections to the City's water and sewer systems, subject to certain conditions.

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 a water system connection by and between the City and Blanca Holguin, owner of the property located on Pina Street, north of Ellis Street, west of Chapin Street, known as 27682 Pina Street, a copy of which is attached as Exhibit A.
3. Staff is hereby directed to record the Agreement
4. 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 _0_

Address: 27682 Pina Street, Madera, California
APN: 037-050-011

**AGREEMENT FOR OUTSIDE CITY LIMITS
WATER CONNECTION FOR 13633 ROAD 28**

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 27682 Pina Street (“Agreement”), is made and entered into this ____ day of _____, 2021, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called “CITY”, and BLANCA HOLGUIN, hereinafter called “OWNER”.

RECITALS

- A. OWNER is the record owner of that certain real property located at 27682 Pina Street in the County of Madera, California and more particularly described below.
- B. The Property consists of 2.08 acres, more or less, located on Pina Street, north of Ellis Street, west of Chapin Street, known as 27682 Pina Street, in the unincorporated territory of Madera County (the “Subject Property”).
- C. OWNER desires a water connection to serve one 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 on the Subject Property located at 27682 Pina Street, which property is more particularly described as follows:

Parcel 3 of Parcel Map No. 3245, filed for record in the office of the Madera County Recorder, State of California on May 7, 1993 in Book 41, Page 31 of Maps, Madera County Records.

APN: 037-050-011

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total \$845.00. 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 to 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 \$3,037.50. 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 wells 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: Blanca Holguin
27682 Pina 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 and payment of an application fee. The CITY has prepared and submitted the required application, paid the application fee, 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 waives the right to protest the future annexation of the subject property into the City of Madera, and agrees to the same.

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

OWNER

By: _____
Keith B. Helmuth, City Engineer

By: _____
Blanca Holguin, Owner

By: _____
Santos Garcia, Mayor

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTACH NOTARY ACKNOWLEDGEMENT

Attachment 2
Location Map

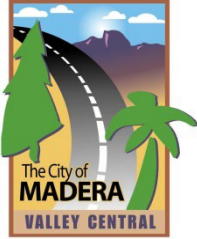
LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
205 W. 4TH STREET
MADERA, CA 93637

27682 PINA STREET
OUTSIDE CITY
WATER CONNECTION

DR BY: EP
CH BY: KH
DATE: 8/19/21
SCALE: NTS
SHT 1 OF 1



REPORT TO CITY COUNCIL

APPROVED BY:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-7

SUBJECT:

Master Agreement Between the Madera County Transportation Commission and the City 2020/2021 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding

RECOMMENDATION:

Adopt the Resolution Approving the Master Agreement between the Madera County Transportation Commission (MCTC) and the City for the Fiscal Year (FY) 2020/2021 allocation of RSTP Exchange Funding

SUMMARY:

The MCTC, designated as the Regional Transportation Planning Agency (RTPA), is permitted under Section 182.6 of the Streets and Highways Code (S&HC) to exchange the annual apportionment of RSTP funds for non-Federal funds. The RSTP exchange funds for Madera County are processed through an agreement between MCTC and Caltrans, and then apportioned to the County and two cities for use on eligible transportation projects.

DISCUSSION:

The MCTC informs the County of Madera, City of Madera, and City of Chowchilla about available RSTP exchange funds. The MCTC also provides the amount apportioned for each of the three local agencies, and the prescribed application form.

The MCTC requires the local agencies to execute a standard Master Agreement to be submitted together with the Application for Planned Expenditures Form. The City is entitled to receive \$933,957 of RSTP exchange funds, an increase of \$142,745 over last year. It should be noted this allocation is larger this year because, by consensus approval of the local agency staffs, the County has agreed to relinquish their equivalent RSTP apportionment to cities of Madera and Chowchilla at a discounted rate of 80% in exchange for the entire allocation of the region's share of federal

Highway Improvement Program (HIP) funds. The value to the City for this exchange is in the flexibility and ease of use of RSTP funds versus HIP funds.

Projects eligible to be funded with RSTP exchange funds include construction, reconstruction, rehabilitation, resurfacing, restoration and operational improvements on the City's Collector and Arterial streets, construction and inspection of Bridges, certain transit projects and a few other projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code and Article XIX of the California State Constitution.

It is recommended that the FY 2020/21 allocation of RSTP funds be programmed for the following projects consistent with the FY 21/22 Capital Improvement Program (CIP):

- R-10 Olive Ave Widening Project- Gateway Drive to Knox Street
- R-57 Lake-Fourth- Central Street Improvements
- Almond Avenue extension from Pine Street to Stadium Road.

FINANCIAL IMPACT:

There will not be an impact to the City General Fund to process the agreement and submit the application to MCTC. Furthermore, use of these funds does not require a match of any kind from other funding sources.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 - This project supports this strategy by providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the other actions of goals contained in the plan.

ALTERNATIVES:

1. Council may elect to not approve the Master Agreement; this would result in the City not receiving RSTP funds.
2. Council may choose to assign RSTP funds to other projects, this would result in a need to revise the Capital Improvement Program and budgets in MUNIS associated with the identified projects in the application and result in underfunding the projects.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 – Agreement
 - i. Exhibit A - Application

Attachment 1

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY
TRANSPORTATION COMMISSION (MCTC) AND THE CITY OF MADERA FOR
THE FISCAL YEAR 2020/2021 ALLOCATION OF REGIONAL SURFACE
TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING**

WHEREAS, the City of Madera is entitled to receive \$933,957 of RSTP exchange funds;
and

WHEREAS, the RSTP Program exchange funds can be used for projects as defined in
Sections 133(b) and (c) of Title 23 of the United States Code (USC); and

WHEREAS, the MCTC also operating as the Regional Transportation Planning Agency
(RTPA) requires that a Master Agreement between the City and MCTC be executed and submitted
together with the application; and

WHEREAS, the MCTC has prepared a standard Master Agreement with conditions
acceptable to the City of Madera, a copy of which is attached hereto as Exhibit 1 and referred to
for full particulars.

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 Master Agreement between the MCTC and the City of Madera for the Fiscal Year
2020/2021 Allocation Of Regional Surface Transportation Program (RSTP) Exchange
Funding (“Master Agreement”) as described above and attached hereto as Exhibit 1
and incorporated by reference is necessary for the City of Madera to receive RSTP
exchange funds.
3. The Master Agreement is hereby approved.
4. The City Engineer is authorized to submit the executed Master Agreement together
with the Application for Planned Expenditures to MCTC and any amendments thereto.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit 1

Agreement

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF MADERA
FOR THE FISCAL YEAR 2020/21 ALLOCATION OF RSTP EXCHANGE FUNDING**

This Master Agreement for the Fiscal Year 2020/2021 Allocation of Regional Surface Transportation Program (RSTP) Exchange Funding (“Master Agreement”) is made on _____, 2021, by and between the CITY OF MADERA, a public body, hereinafter referred to as “Recipient,” and the MADERA COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as “MCTC.”

WHEREAS, the MCTC is the state-designated Regional Transportation Planning Agency for Madera County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the MCTC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the MCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, it is contemplated by MCTC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the MCTC has requested the Madera County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

- A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.
- C. The Recipient agrees to reimburse funds back to MCTC if it is determined that RSTP Exchange Funds were used for ineligible projects.

1. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.
- B. The Recipient agrees to submit a RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

- A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Recipient agrees to require its contractors and subcontractors to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.
- C. In addition to the above, the audit requirements of third party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

5. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans and/or the MCTC auditors access to the Recipient's books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized Caltrans or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by Caltrans, whichever is later.

6. TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

7. PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

8. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

9. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

10. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

12. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

13. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

14. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

16. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

17. AMENDMENTS

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and the City of Madera execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

CITY OF MADERA

Name
Title

Date

Approved as to Form:

City Attorney
CITY OF MADERA

Date

Exhibit A

RSTP Exchange Funding Application

MADERA COUNTY TRANSPORTATION COMMISSION

Application for RSTP Exchange Funds

Fiscal Year Cycle:	
Application Number:	
Applicant Agency:	
Project Manager:	

PLANNED EXPENDITURES

PROJECT NAME	PROJECT DESCRIPTION (including streets and roads)	CATEGORY OF ELIGIBILITY	ESTIMATED AMOUNT
TOTAL			

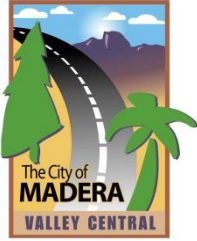
Submitted By:

Signature of Authorized Representative

Title and Date

Reviewed By:

Signature of MCTC Representative



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Anthony Forestiere, Interim Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-8

SUBJECT:

Amendment to existing, consultant contract between the City and NBS relating to utility rate studies

RECOMMENDATION:

Adopt Resolution approving First Amendment to Agreement for Professional Services between the City and NBS relating to rate studies for additional services at a cost of \$17,800

SUMMARY:

The City and NBS (Consultant) entered into a professional services agreement in October 2020 for services related to utility rate studies. At this time, staff is recommending an amendment to the agreement for additional services. These services are to evaluate the impact on future utility rates should grant funds, such as those received through the American Rescue Plan Act (ARPA), be utilized for capital improvement projects that would otherwise be funded by rate payers. The City requested that additional analysis be conducted on how Senate Bill (SB) 1383 will impact the rates for solid waste services. These additional services will come at a cost of \$17,800, increasing the total contract amount for rate study consulting services from \$114,320 to \$132,120.

DISCUSSION:

The City contracted with Consultant to conduct utility rate studies for water, sewer, solid waste, and drainage utilities on October 21, 2020. The original agreement amount for the full scope of the project as defined was \$114,320. The original estimated date of completion was April, 2021, however it is now estimated that the completion date is closer to December, 2021. Staff have been working closely with the Consultant to gather relevant data, study the financial statements, and draft rate study reports for all utilities. The objectives of the utility rate reports include analysis to confirm:

- Revenues are adequate to sustain services, address capital needs and system depreciation
- Appropriate fee classifications (i.e. single family, multi-family, etc.)
- Projections for facility replacement, taking into account deferred maintenance
- Revenues are adequate to meet debt service coverage
- Water rates are consistent with 2014 Sustainable Groundwater Management Act
- Compliance with all applicable laws, including provisions of Prop 218

The scope of the project has been expanded as a result of the COVID-19 pandemic, which posed challenges to the work timeline and the introduction of pandemic related grants, such as ARPA, requiring additional analysis and alternate scenarios. City staff requested additional work and graphics that show the impact on the rates using grant funds for capital projects.

On August 4, 2021, the Council considered a presentation on the \$23 Million received in ARPA funds received by the City. This federal grant was provided to the City to assist in recovery from the consequences of the pandemic. ARPA's funding has multiple goals intended to mitigate the effect of the pandemic, including effects on public health, the economy, revenues, essential workers, water/sewer infrastructure, and broadband infrastructure.

The Council considered the best and most effective use of the ARPA funds to address economic harm resulting from or exacerbated by the COVID-19 public health emergency. Council committed the ARPA funds to critical water and sewer system infrastructure projects. Additional analysis performed by Consultant assisted in identifying how applying ARPA funds to these necessary water and sewer infrastructure projects could mitigate significant rate hikes that would otherwise be necessary to fund pending capital projects. The proposed amendment to the agreement captures the scope of this additional work.

Additional work was requested from the consultant related to the impact of SB 1383 on solid waste rates. SB 1383, effective January 1, 2022, will require the City to fully implement organic waste collection including collection, diversion to an appropriate processing facility, customer outreach, reporting requirements, etc. This was not anticipated in the original scope of the contract.

FINANCIAL IMPACT:

The Agreement fee amount for total services will increase by \$17,800, from \$114,320 to a not to exceed amount of \$132,120. The fees for rate studies are paid by the Water, Sewer, Drainage and Solid Waste Enterprise Funds. The Enterprise Funds have sufficient appropriations to cover the additional consulting fees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is consistent with Strategy 115 of the Vision Plan – Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Council may direct staff to further amend the agreement for additional services and analysis.

ATTACHMENTS:

1. Resolution approving the First Amendment to the Agreement with NBS
 - a. Exhibit A: Amendment to Agreement with NBS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING FIRST AMENDMENT TO PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND NBS
RELATING TO RATE STUDIES FOR ADDITIONAL SERVICES AND INCREASE
OF FEES**

WHEREAS, the City of Madera (City) sought assistance from NBS to prepare a Water, Sewer, Storm Drainage and Solid Waste Rate Studies; and

WHEREAS, on October 21, 2020, the City Council adopted a resolution to enter into an agreement with NBS for the provision of consulting services for preparation of the rate studies; and

WHEREAS, consequences related to COVID-19 pandemic have caused delays in timeline and expansion of the scope of services; and

WHEREAS, American Rescue Plan Act grant funds applied to critical water and sewer infrastructure require additional analysis, alternate scenarios, and graphics be provided by Consultant; and

WHEREAS, SB 1383 implementation requires additional analysis to measure the cost and effect on the user rates; and

WHEREAS, the parties wish to amend the agreement by revising the scope of services to include this additional analysis and work product and increasing the consulting fee by \$17,800 to an amount not to exceed \$132,120; and

WHEREAS, the City and NBS have drafted an Amendment to the Professional Services Agreement that is in the best interests of both parties.

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

1. The above recitals are true and correct.
2. The First Amendment to Agreement with NBS, a copy of which is attached to this Resolution as Exhibit A, is approved.
3. The resolution is effective immediately adoption.

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF MADERA AND NBS**

This FIRST Amendment to Professional Services Agreement between the City of Madera and NBS (“First Amendment”) is made by and between the City of Madera, a California municipal corporation, (“City”), and NBS (“Consultant”).

RECITALS

WHEREAS, City and Consultant entered into an Agreement for Consultant services on October 21, 2020, to provide consulting services relating to the preparation of studies for consideration of adoption of new fees for water, sewer, solid waste and storm drainage services (hereinafter referred to as “rate studies”); and

WHEREAS, Consultant has provided services under the Agreement; and

WHEREAS, City has requested additional work to assist in the public education process on the new rates, including preparation of additional scenario analysis for both water and sewer rates, as well as preparing graphics that show the cumulative rate increases across water, sewer, solid waste, and storm drainage; and

WHEREAS, City has requested additional work to assist with rate comparisons in water and sewer with the new American Rescue Plan Act grant funds used to fund capital projects; and

WHEREAS, the parties wish to amend the Agreement by amending the Scope of Services, and adopting new fees applicable to the amended Scope of Services; and

WHEREAS, the parties wish to document the additional work and fees by way of this First Amendment to Agreement.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Consultant agree that the Agreement for Professional Services dated October 21, 2020, and described above, shall be amended as follows:

1. Section 1.2 of the Agreement entitled “Schedule of Performance” is amended to read as follows:

“Consultant shall furnish to City, following the approval of this Agreement by City Council, proof of insurance coverage as required under Article t, Insurance. After receipt of satisfactory proof of insurance, City will promptly issue a written Notice to Proceed authorizing Consultant to commence performance of work. Consultant is not authorized to perform and will not be paid for performing any

work under this Agreement until the effective date of the Notice to Proceed. Consultant shall begin work under the Agreement within five (5) days of the effective date of the Notice to Proceed. Consultant shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to City for final approval as soon as reasonably practicable, but not later than December 2021, provided that Consultant shall be entitled to an extension of time for any delays caused by events or occurrences beyond Consultant's reasonable control."

2. Section 3.1 of the Agreement entitled "Payment Schedule: Maximum Payment Amount" is amended to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant per monthly invoice. Both parties agree that Consultant's total fee to complete the services under this Agreement shall not exceed \$132,120 including all amounts payable to Consultant for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

Billings are to be made directly to the following address:

City of Madera
Department of Finance
Attn: Vicki Crow
205 West 4th Street
Madera, CA 93637

Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies and sub-consultant contracts.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed item(s) by mutual agreement."

3. Exhibit "A" – Scope of Services is amended by adding subsection "1.8" to read as follows:

"1.8 Additional Work Requested by City.

Consultant will provide additional services requested by the City including additional scenarios for both water and sewer and solid waste, with additional graphics that show the cumulative rates increases across water, sewer, solid waste and storm drainage fees. City requested additional rate comparisons to include American Rescue Plan Act grant funds to be used to fund capital projects.”

- 4. This First Amendment to Agreement for Consulting Services is effective October 6, 2021.
- 5. Except as set forth in this First Amendment to Agreement, all terms and conditions in the Agreement for Consultant Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as follows.

NBS

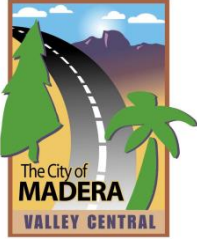
CITY OF MADERA

By: _____
(ADD NAME & POSITION)

By: _____
Santos Garcia, Mayor

Date: _____

Date: _____



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-9

SUBJECT:

Amendment to Agreements between the City and MV Public Transportation, Inc.

RECOMMENDATION:

1. Adopt a Resolution Approving Amendment to No. 2 to Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc. and
2. Adopt a Resolution Approving Amendment No. 2 to the Lease Agreement Between the City and MV Public Transportation, Inc.

SUMMARY:

The City has two agreements with MV Public Transportation, Inc. (MVPT Inc.). One is an agreement for management and operation of the Madera Transit Services and the other is a lease agreement for the Madera Transit Center. The City recently participated in the Federal Transportation Administration (FTA) Triennial Review for the implementation and oversight of Federal Funds. During the review, the City was evaluated in the areas of Policies and Procedures, Procurement, Maintenance, and other items as it relates to Madera Metro Transit services. In short, the FTA outlined areas of improvement in their Preliminary Findings. Said items need to be addressed by October 29, 2021.

To address Preliminary Finding Area 7 (See Attachment A), both agreements need to be amended. First, the Management and Operation Agreement needs to include language that the Agreement term coincides with the Madera Transit Center Lease Agreement term through June of 2023. It is noted that the Management and Operation expenses will be paid for through the allotment of Federal FTA Funds during the agreed term period. Second, the Lease Agreement needs to be amended to include default termination language required by FTA. It appears the missing text was inadvertently omitted as it appeared in a draft of the lease agreement. In any event, staff will use the required lease provisions as noted in the FTA Circular 5010.1E, Chapter

IV, Section 41(4) – (5). Leases (Attachment B) for all future agreements involving FTA funded assets with private operators.

DISCUSSION:

As mandated by US Congress, FTA is required to conducted Triennial Reviews with all transit agencies who are recipients for Federal Funds. The FY21 Triennial Review focused on Policies and Procedures, Procurement, Maintenance, Project Management, and other Transit related areas recorded during the FY 2018 – FY2021 review period. The review session opened August 9, 2021 and began with the City displaying its FTA Funded Transit Projects, FTA Awards and Procurements, Madera Metro Services, Challenges Faced During Covid-19, Transit Highlights, and Future Transit Projects. Due to Covid-19, unlike the previous 2018 Triennial Review, all sessions were held virtually and required the involvement of multiple City Staff and the City Transit Operator General Manager.

It is important to note the Triennial Review is not an audit. Instead, it is FTA’s Technical Assistance tool to provide the resources needed to ensure Transit agencies are in compliance. In closing, the Triennial Review resulted in multiple Preliminary Findings ranging from the required implementation of policies and procedures, enhanced systems and documentation, training, and evaluation and monitoring. Each corrective action must adopted with a submission of records to the FTA Region 9 offices by October 29, 2021.

FINANCIAL IMPACT:

These amendments do not impact the City’s General Fund as all transit services and personnel time is expended through Local Transportation Funds and other Transit related budgets which are grant funded.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The lease of the MTC supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 431.1:
 - Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

ALTERNATIVES:

As an alternative, Council may:

1. Direct staff to alter terms of the lease.

ATTACHMENTS:

1. Resolution Approving Amendment No. 2 Re Management & Operation and Amendment No. 2
2. Resolution Approving Amendment No. 2 Re Lease and Amendment No. 2
3. Attachment A – 2021 FTA Triennial Review Closing Conference
4. Attachment B – FY2020 Contractors Manual – Satisfactory Continuing Control 7-22, 23

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR
MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES
BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.**

WHEREAS, the City of Madera (City) and MV Public Transportation, Inc. (MVPTI) entered an agreement for the Management and Operation of Madera Transit Services (Agreement) on November 7, 2018; and

WHEREAS, the parties entered Amendment No. 1 on July 1, 2021; and

WHEREAS, the Agreement between the City and MVPTI is set to expire June 30, 2022;
and

WHEREAS, a further Amendment to the Agreement is needed to include FTA required terms and conditions; and

WHEREAS, this Amendment will allow this Agreement and the related Lease Agreement for the Madera Transit Center between the parties to coincide and expire June 30, 2023; and

WHEREAS, should MVPTI wish to extend Lease Agreement, by default MVPTI will be required to extend the Management and Operations Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 2 to the Agreement for Management and Operations with MV Public Transportation, Inc. which is attached as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

AMENDMENT NO.2 TO AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

This Amendment No. 2 to the Agreement for Management and Operation of Madera Transit Services between the City of Madera (City) and MV Public Transportation, Inc. (Contractor) is entered into effective October 6, 2021.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement for the Management and Operations of Madera Metro Transit Services (Agreement) on November 7, 2018; and

WHEREAS, the Parties entered Amendment No. 1 to the Agreement on July 1, 2021, to extend the Agreement to June 30, 2022; and

WHEREAS, FTA requires that the term of the Agreement coincide with the term of the Lease Agreement between the City and Contractor; and

WHEREAS, the parties mutually agree to the addition of the FTA requirement that the term of this Agreement coincide with the term of the Lease Agreement.

AMENDMENT

SECTION 1. The language in Section 2 of the Agreement and in Section 2 of the First Amendment to Agreement have no further force and effect and shall be replaced with a new Section 2 to read as follows:

2. Term of Agreement

a. The term of this Agreement is extended to June 30, 2023. The purpose of this extension is to comply with the federal required provisions that the term of this Agreement shall coincide with the Madera Transit Center Lease Agreement between the City and MVPT, Inc.

b. Any further extension of this Agreement must also coincide with the term of the Lease Agreement between the City and MVPT, Inc. for the Madera Transit Center.

c. If both parties mutually agree to an extension of the Lease Agreement between the City and MVPT, Inc., thereby triggering a needed extension of the term of this Agreement, Contractor must submit a cost proposal to City for the Management and Operation for consideration by City for an extended term to coincide with the duration of the Lease Agreement.

d. If a default is to occur under the lease agreement with MVPT, Inc. for the Madera Transit Center, this service agreement will be terminated.

SECTION 2. Except as amended by this Amendment No. 2 all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused the extension to the Agreement to be executed as of the date and year written above.

CITY OF MADERA

MV PUBLIC TRANSPORTATION, INC.

By: _____
Santos Garcia, Mayor

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

RESOLUTION NO. 21-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE LEASE
AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC
TRANSPORTATION, INC.**

WHEREAS, the City of Madera (City) and MV Public Transportation, Inc. (MVPTI) entered an agreement for the Lease of the Madera Transit Center (Lease Agreement); and

WHEREAS, an Amendment is needed to include termination language to the Lease Agreement as required by FTA.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 2 to the Lease Agreement with MV Public Transportation, Inc. which is attached to this Resolution as Exhibit A.
3. This resolution is effective immediately upon adoption.

**AMENDMENT NO.2 TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC
TRANSPORTATION, INC. FOR THE MADERA TRANSIT CENTER**

This Amendment No. 2 to Lease Agreement between the City of Madera, a municipal corporation of the State of California (“Lessor”) and MV Public Transportation, Inc. (“Lessee) for the Lease of the Madera Transit Center is entered into effective October 6, 2021.

RECITALS

WHEREAS, the Lessor and Lessee entered into an Agreement for the Lease of the Madera Transit Center (Lease Agreement) on September 2, 2020; and

WHEREAS, the parties entered Amendment No. 1 to the Lease Agreement effective February 1, 2021; and

WHEREAS, both the Lessor and Lessee mutually agree to the addition of termination language to the Lease Agreement.

AMENDMENT

NOW THEREFORE, the Parties agree to enter this Amendment No. 2 to Lease Agreement as follows:

SECTION 1. Section 3 of the Lease Agreement is amended to read as follows:

3. Term and Termination.

a. The term of this Lease shall commence on September 3, 2020 and shall continue through June 30, 2023. If Lessee wishes to extend the Lease, Lessee shall send a written notice to Lessor 120 days before June 30, 2023, asking that the term be extended for an additional period of time. If Lessor decides to lease the Premises, the parties may negotiate to extend the term of this Lease under terms and conditions mutually acceptable.

b. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Premises, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease with ninety (90) days prior written notice.

c. It is understood and agreed by parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this Lease prior to expiration of the term or renewed or extended term hereof as follows:

i. If a default under the lease is to occur, the service agreement will be terminated and vice versa; as otherwise provided by law; or

ii. If the Lessee assigns or sublets the Premises without the prior written consent of Lessor; or

iii. If the Lessee no longer serves as the Contractor of the Agreement for Management and Operation of Madera Transit Services between the City and MV Public Transportation Inc.

SECTION 2. Except as amended by this Amendment No. 2 all terms and conditions of the Lease Agreement and Amendment No. 1 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as set forth below.

CITY OF MADERA

MV PUBLIC TRANSPORTATION, INC.

By: _____

By: _____

Santos Garcia, Mayor

Print Name: _____

Title: _____

Date: _____

Date: _____

Taxpayer ID Number

APPROVED AS TO FORM:

By: _____

Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____

Alicia Gonzales, City Clerk

City of Madera
6264



**2021 FTA TRIENNIAL REVIEW
CLOSING CONFERENCE**

AUGUST 16, 2021
CALYPTUS CONSULTING GROUP, INC.

Noted Areas of Performance

- Oversight of Transit Facility construction project
- Vehicle preventive maintenance on-time performance
- Title VI Program implementation

Summary of Preliminary Findings

Area	Code #	Rationale	Corrective Action	Due Date (tentative)
1. Legal	ND			
2. Financial Management & Capacity	F6-2	Outstanding annual audit deficiencies	The recipient must submit to the FTA regional office procedures and a schedule for resolving Single Audit findings for the charging of direct labor. The recipient must report on the status of addressing audit findings in its progress reports.	10/29/2021
3. Technical Capacity – Award Management	ND			
4. Technical Capacity – Program Management	NA			
5. Technical Capacity – Project Management	ND			

Summary of Preliminary Findings

Area	Code #	Rationale	Corrective Action	Due Date (tentative)
6. Transit Asset Management	ND			
7. Satisfactory Continuing Control	SCC8-7	Lease missing required provisions	The recipient must submit to the FTA regional office amended leases of FTA-funded assets to private operators that include the required terms and conditions, along with procedures for including the terms and conditions in future leases.	10/29/2021
	SCC9-3	Non-permitted use of insurance proceeds	The recipient must work with the FTA regional office to obtain approval for applying insurance proceeds to the replacement of lost, damaged, or destroyed property or to return to FTA an amount equal to the remaining Federal interest in the lost, damaged, or destroyed project property. The recipient must submit to the FTA regional office procedures for addressing insurance proceeds.	10/29/2021

Summary of Preliminary Findings

Area	Code #	Rationale	Corrective Action	Due Date (tentative)
8. Maintenance	ND			
9. Procurement	P1-3	Procurement policies and procedures not current/complete	The recipient must develop and submit to the FTA regional office revised procurement policies that include all required provisions and identify procedures that ensure compliance with 2 CFR 200.318 through 200.326 in the areas of Independent cost estimate, cost and price analysis, debarment checks, responsibility determinations, and written record of the procurement history. The recipient must also submit evidence of training on the revised procedures for any staff conducting procurement.	10/29/2021
10. DBE	DBE12-1	Insufficient documentation of monitoring DBE compliance of contractors and/or subrecipients	The recipient must submit to the FTA RCRO documentation that it has updated and uploaded the DBE program into TrAMS to reflect current monitoring procedures for contractors along with evidence of implementation.	10/29/2021
11. Title VI	ND			

Summary of Preliminary Findings

Area	Code #	Rationale	Corrective Action	Due Date (tentative)
12. ADA – General	ADA-GEN8-11	Insufficient monitoring of operations for ADA service provisions	The recipient must submit to the RCRO procedures for ensuring that its operations comply with ADA service provisions.	10/29/2021
13. ADA – Complementary Paratransit	ADA-CPT2-2	Eligibility letter deficiencies	The recipient must submit to the RCRO a procedure for stating the specific reason for granting less than unconditional eligibility and evidence of its implementation.	10/29/2021
	ADA-CPT2-5	Personal care attendant deficiencies	<p>The recipient must submit to the RCRO revised procedures that do not condition the accommodation of a PCA upon the PCA providing assistance with boarding, disembarking, or the travel process and evidence of its implementation.</p> <p>The recipient must submit to the RCRO revised procedures that do not condition the accommodation of a PCA upon the applicant always traveling with the same PCA and evidence of its implementation.</p>	10/29/2021
	ADA-CPT4-7	Restrictions on companions	The recipient must submit to the RCRO evidence that at least one other individual may accompany an eligible passenger.	10/29/2021

Summary of Preliminary Findings

Area	Code #	Rationale	Corrective Action	Due Date (tentative)
14. Equal Employment Opportunity	NA			
15. School Bus	NA			
16. Charter Bus	NA			
17. Drug-Free Workplace Act	ND			

Summary of Preliminary Findings

Area	Code #	Rationale	Corrective Action	Due Date (tentative)
18. Drug and Alcohol Program	DA2-1	Employee training not provided/ insufficient	The recipient must submit to the FTA regional office its covered employee training protocols and documentation that covered employees that were placed in safety-sensitive positions within the past two years have received at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use, along with procedures for ensuring that covered employees receive the training.	10/29/2021
	DA3-1	Deficiencies in process of checking previous drug and alcohol testing records	The recipient must submit to the FTA regional office a process for ensuring that the previous drug and alcohol testing records for employees are reviewed before allowing employees to perform safety-sensitive functions for more than 30 days.	10/29/2021
19. Section 5307 Program Requirements	ND			

Next Steps

- Calyptus will send Draft Report to FTA by August 19, 2021
- FTA will review
- FTA will send Draft Report to the City no later than August 31, 2021
- Recipient must submit comments on Draft Report to FTA and Calyptus within 10 business days of receipt
- FTA will review
- FTA will send Final to the City no later than September 29, 2021

Submitting Corrective Actions

- **Due dates:** “clock” starts when Recipient receives Final Report from FTA
- Final Report Date: no later than September 29, 2021
- Civil rights corrective actions: region9civilrights@dot.gov, Nicholas Sun, and Luis Rodriguez and cc: Ellen Harvey and Jameson Beekman
- All other corrective actions: Amitra Mamdouhi and cc: FTA Program Manager Catherine Luu, Ellen Harvey, and Jameson Beekman
- Corrective action materials may be considered until issuance of the Draft Report
- Corrective Actions that are submitted and closed before Final Report is issued will appear in the report, but will be marked “closed”
- It is not possible to remove findings from a Final Report

Contact Us

Jameson Beekman

Jameson.Beekman@gmail.com

Cell: 401-258-3865

Ellen Harvey

eharvey@calyptusgroup.com

Cell: 719-440-7478

Office: 617-577-0042

Amitra Mamdouhi

Transportation Program Specialist

Amitra.Mamdouhi@dot.gov

415-734-9453

Catherine Luu

General Engineer

Catherine.Luu@dot.gov

Luis Rodriguez

Civil Rights Officer

l.a.rodriquez@dot.gov

region9civilrights@dot.gov

Calyptus Consulting Group

16 Leonard Avenue

Cambridge, MA 02139



SUGGESTED CORRECTIVE ACTION: The recipient must obtain approval for leases of FTA-funded assets to private operators and submit to the FTA regional office procedures for obtaining FTA approval before leasing FTA-funded assets to private operators.

The recipient is deficient if the lease for FTA-funded assets to private operators does not include the required provisions.

DEFICIENCY CODE SCC8-7: Lease missing required provisions

SUGGESTED CORRECTIVE ACTION: The recipient must submit to the FTA regional office amended leases of FTA-funded assets to private operators that include the required terms and conditions, along with procedures for including the terms and conditions in future leases.

GOVERNING DIRECTIVE

2 CFR 200.313 Equipment

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

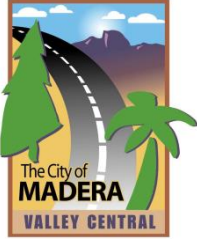
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

FTA Circular 5010.1E, Chapter IV, Section 4I(4) – (5). Leases

(4) The Recipient as Lessor. In all instances in which the recipient is a lessor (the party leasing an asset to another), the recipient must obtain FTA's written concurrence before leasing federally assisted assets to others. In addition, for equipment leasing, recipients must comply with FTA's Charter Service regulations, School Bus Operations regulations, and with requirements below:

(5) Leasing FTA Assisted Assets to Others for Transit Service. The recipient may enter into a contract for leasing its federally assisted property to a private operator (the lessee). The lease must be subject to and incorporate by reference the terms and conditions of the Grant or Cooperative Agreement. Under this arrangement, the recipient (the lessor) should include the following provisions in the proposed lease agreement:

- 1 The federally assisted property shall be operated by the lessee to serve the best interests and welfare of the recipient, lessor, and the public; the terms and conditions for operation of service imposed by the recipient shall be evidenced in a service agreement;
- 2 The lessee shall maintain the federally assisted property at a high level of cleanliness, safety, and mechanical soundness under maintenance procedures outlined by the recipient; the recipient,



REPORT TO CITY COUNCIL

Approved by:

A blue ink signature of Dino Lawson, written over a horizontal line.

Dino Lawson, Chief of Police

A blue ink signature of Arnoldo Rodriguez, written over a horizontal line.

Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-10

SUBJECT:

Acceptance of a grant award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP)

RECOMMENDATION:

Adopt Resolutions:

1. Accepting the grant award in the amount of \$95,000 on behalf of the City and designating the City Manager as the Authorizing Official to act on the City's behalf and execute all necessary documents.
2. Amending the City's 2021/22 Budget to reflect revenues and expenditures related to the grant.

SUMMARY:

The State of California Office of Traffic Safety (OTS) sponsors several grant programs to improve the safety of the state's streets and highways. The City applied for assistance to address these issues in our community and recently received official confirmation that our grant application was approved. Specifically, the OTS has awarded the Madera Police Department (MPD) with a grant for \$95,000 to provide funding for our successful anti-DUI program.

DISCUSSION:

The STEP focuses on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, and other traffic laws. Education and enforcement are two very important components of collision reduction. The acceptance of the STEP grant will allow the MPD to bolster its enforcement and education efforts in all of the problem areas mentioned.

The grant award for \$95,000 will allow the MPD to perform overtime operations related to DUI checkpoints and saturation patrols, as well as traffic enforcement operations linked to distracted driving and primary collision factors. These comprehensive programs have a long-lasting impact in reducing both fatal and injury collisions. The grant will also fund expenses related to training personnel to identify persons under the influence.

The City has previously been awarded an OTS grant and has successfully managed the award activities. Last year, Council accepted the STEP grant in the amount of \$85,000. The reason for the higher amount in funding this year is because this year's funding includes \$10,000 toward the purchase of a cone trailer. Staff urges Council to accept the STEP grant in the amount of \$95,000 and approve the budget amendment to use these funds for the approved activities.

FINANCIAL IMPACT:

Acceptance of the STEP award will provide \$95,000 in funding to support our community's law enforcement services. It will assist in offsetting the Police Department's expenditures for the enforcement of persons driving under the influence and enforcement operations focusing on primary collision factors.

The second resolution contemplated with this report contains the requested budget adjustments and shows the breakdown of proposed expenditures.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The acceptance of the OTS STEP grant supports the Vision Madera 2025 Plan as follows:

- Strategy 115
 - Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.
- Strategy 115.3
 - Seek and retain grants.

ALTERNATIVES:

Council may decline the grant funds or may request additional information.

ATTACHMENTS:

1. Resolution accepting the grant award and designating the City Manager as the Authorizing Official to execute all necessary documents
2. Resolution amending the City of Madera FY 2021/22 Budget
 - A. Line item budget amendments to the Police Department Budget

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
ACCEPTING GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF
TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IN THE
AMOUNT OF \$95,000 AND DESIGNATING THE CITY MANAGER AS THE
AUTHORIZING OFFICIAL TO ACCEPT THE GRANT AWARD**

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the City Council of the City of Madera supports the efforts of the Madera Police Department to secure resources by the most efficient means possible; and

WHEREAS, the State of California Office of Traffic Safety has allocated \$95,000 through the Selective Traffic Enforcement Program to the City of Madera Police Department; and

WHEREAS, the grant funds will be used to support traffic enforcement operations to mitigate impaired driving and primary collision factors.

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

1. The foregoing recitals are true and correct.
2. The grant award of \$95,000 from the State of California Office of Traffic Safety is accepted.
3. The City Manager, is designated as the Authorizing Official to accept the grant on the City's behalf and execute all related necessary documents related to the grant.
4. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA
FISCAL YEAR 2021/2022 BUDGET**

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of \$95,000 from the State of California Office of Traffic Safety Selective Traffic Enforcement Program; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2021/2022 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
4. The resolution is effective immediately upon adoption.

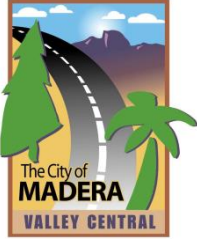
EXHIBIT A

CITY OF MADERA

Budget Appropriation: Res.#21-xx; 10/6/21


2021-2022 Budget Adjustment

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
OTS DUI Enforcement					
4790	47900000	4458	DUI Enf & Awareness Grant		95,000.00
4790	47900000	5100	Salaries/Overtime	65,286.14	
4790	47900000	5304	Workers Comp	7,562.02	
4790	47900000	5305	Medicare ER	1,071.84	
4790	47900000	6530	Conf,Training & Education	5,080.00	
4790	47900000	6518	Other Supplies	6,000.00	
4790	47900000	7000	Vehicles & Equipment	10,000.00	
				95,000.00	95,000.00




REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Director of Human Resources



Arnaldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-11

SUBJECT:

Insurance claim for replacement of four police units

RECOMMENDATION:

Adopt a Minute Order authorizing the City Manager to execute a Master Partial Proof of Loss in the amount of \$140,000 towards replacement of four police units and to submit and execute any further related documents to finalize the insurance claim.

SUMMARY:

On May 9, 2021, four Madera Police Officers were responding to an emergency call for assistance by another officer and were involved in a vehicle collision. All four police vehicles were assessed and considered to be total losses. The City filed a claim under the self-insured vehicle insurance program which will reimburse the City for all four vehicles, less the City's \$2,000 self-insured retention. At this time, a Master Partial Proof of Loss has been received from the City's insurance carrier. This will provide an initial payment for the replacement of the four vehicles. Once the units are completely upfitted with the necessary police equipment and markings, estimated to occur within the next few months, a Final Proof of Loss will be provided to the City to finalize the claim and pay out any remaining amounts due the City.

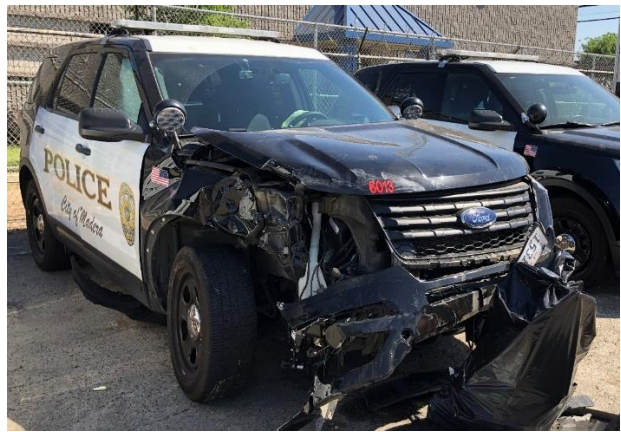
DISCUSSION:

On May 9, 2021, four Madera Police Officers were responding to an emergency call for assistance by a fellow officer. As the vehicles traveled caravan style north on Gateway Drive, the location of the officer needing assistance migrated south towards 4th Street. Upon visually seeing that the location had changed, the officers attempted to slow and provide assistance at the new location. Unfortunately, officers towards the rear of the caravan were not able to stop in time, causing a four-vehicle collision.

Following the collision, the vehicles were assessed by an independent adjuster who determined that all four vehicles were total losses. The police units involved in the collision are pictured below.



Picture 1. Unit 6011



Picture 2. Unit 6013



Picture 3. Unit 6016



Picture 4. Unit 6017

At the time of the accident, the City's police vehicles were insured through the High Value Vehicle Program with the Alliant Property Insurance Program (APIP) through Alliant Insurance Services, with claims handling provided by McLarens Young International. This program has a \$10,000 deductible for scheduled auto losses. The City additionally participated in the Auto Physical Damage pooled program through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) to cover the \$10,000 deductible with a \$2,000 self-insured retention on vehicle losses. For covered losses, these programs provide reimbursement at current replacement value. Because these vehicles were damaged in a single loss, there is only one \$2,000 self-insured retention applied to the claim.

At this time, the insurance adjuster has offered to provide an advanced insurance payment prior to finalizing the claim to assist with the replacement of the vehicles and the various required components. All four replacement vehicles have been ordered and are expected to arrive

between late January and mid-February 2022. The upfit components for all four vehicles have also been ordered and will likely arrive in November 2021. The vehicle graphics packages have arrived at the City's Fleet Maintenance Division and will be installed once the vehicles are delivered. The City's Fleet Operations Manager has already arranged for decommissioning and salvaging the damaged units.

The Master Partial Proof of Loss has been provided in the amount of \$140,000 by the primary insurer, which includes the \$10,000 deductible. The Human Resources Department will continue to work with the Fleet Division on finalizing all aspects of the replacement vehicles, and once complete, final invoices will be submitted to the insurance. At that time, the City will be eligible to receive the balance of the funds due from APIP and payment from the CSJVRMA pool. A Final Proof of Loss will be provided to the City at that time to finalize the claim and pay out any remaining amounts due the City. The requested action would provide the City Manager authority to finalize the claim and sign any necessary documents.

The claim information filed with APIP to date is itemized below in Table 1.

Table 1: Total Loss Estimate			
<i>Item</i>	<i>Unit Cost</i>	<i>Number of Units</i>	<i>Total</i>
Ford Police Interceptor (State Contract)	\$41,675.31	4	\$166,701.24
Upfitting for New Vehicle	\$16,561.05	4	\$66,244.20
Graphics Package	\$438.00	4	\$1,752.00
Tow Fees for Units 6011, 6013, 6017 (initial tow)	\$125.00	3	\$375.00
Tow Fees Unit 6017 (initial tow)	\$250.00	1	\$250.00
Tow Fees (move all from PD to Corporation Yard)	\$210.00	1	\$210.00
Salvage Value of Unit 6011	(\$2,000.00)	1	(\$2,000.00)
Salvage Value of Unit 6013	(\$2,200.00)	1	(\$2,200.00)
Salvage Value of Unit 6016	(\$1,800.00)	1	(\$1,800.00)
Salvage Value of Unit 6017	(\$1,900.00)	1	(\$1,900.00)
Total Claim Value			\$227,632.44

FINANCIAL IMPACT:

The insurance proceeds will be deposited into the appropriate accounts to pay for the replacement of the four police units that were totaled in the collision. The Police Department will be responsible for the \$2,000 self-insured retention not covered by insurance.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may direct staff to withdraw the insurance claim and pay for repairs from the City's General Fund.

ATTACHMENTS:

1. Schedule of Insurance and Apportionment of Claim
2. Master Partial Proof of Loss

SCHEDULE OF INSURANCE AND APPORTIONMENT OF CLAIM

Policy Period: July 1, 2020/2021

CSJVRMA : City of Madera

Madera, CA

Motor Vehicle Accident
DOL 5/09/2021

Value \$150,000.00
Less Deductible **(\$10,000.00)**
Net Claim \$140,000.00

PRIMARY \$2,500,000.00 EXCESS DEDUCTIBLE

<u>COMPANY</u>	<u>POLICY NUMBER</u>	<u>PERCENT</u>	
LEXINGTON INSURANCE COMPANY 99 High Street Boston, MA 02110 Attn: Ossian Cooney Property Claims Major Loss Examiner	017471589/07 Your Claim No.: 9472029583US ATLLEXOIA@AIG.com	31.50%	\$44,100.00
LEXINGTON INSURANCE COMPANY 99 High Street Boston, MA 02110 Attn: Ossian Cooney Property Claims Major Loss Examiner	38412468/01 Your Claim No.: 5640820934US ATLLEXOIA@AIG.com	18.00%	\$25,200.00
LEXINGTON INSURANCE COMPANY 99 High Street Boston, MA 02110 Attn: Ossian Cooney Property Claims Major Loss Examiner	38412453/01 Your Claim No.: 1101012394US ATLLEXOIA@AIG.com	50.50%	\$70,700.00
	Total:	<u>100.00%</u>	<u>\$140,000.00</u>

MASTER PARTIAL PROOF OF LOSS

TO THE VARIOUS COMPANIES UNDER THEIR RESPECTIVE POLICIES AS INDICATED IN THE ANNEXED SCHEDULE OF INSURANCE AND APPORTIONMENT OF CLAIM WHICH IS MADE A PART HEREOF

At time of loss, by the annexed indicated policies of insurance you insured CSJVRMA city of Madera

against loss by All Risk of physical loss or damage to the property described

under Schedule annexed according to the terms and conditions of the said policies and all forms, endorsements, transfer and assignments attached thereto.

1. **Time and Origin:** A all risks of direct physical loss or damage loss occurred about the hour of STATE KIND o'clock M., on the 9th day of May 20 21. The cause and origin of the said loss were: Motor vehicle accident

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: 2018 Ford Police SUV 1FM5K8AR4JGA15780; 2018 Ford Police SUV 1FM5K8AR4JGA05063; 2018 Ford Police SUV 1FM5K8AR4JGA15784; 2018 Ford Police SUV 1FM5K8AR4JGA15785

3. **Title and Interest:** 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 encumbrance thereon, except: No exceptions

4. **Changes:** Since the said policies were issued there have been no assignments thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: No exceptions

5. **Total Insurance:** The total amount of insurance upon the property described by the involved policies was, at the time of the loss, \$ as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

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

7. **The Whole Loss and Damage** was \$ TBD

8. **The Amount Claimed** under this Master Proof of Loss \$ 140,000
(Amount claimed is net \$10,000 deductible. SEE APPORTIONMENT ATTACHED)

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

The furnishing of this blank or the preparation of this Master Proof of Loss by a representative of the annexed mentioned insurance companies 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.

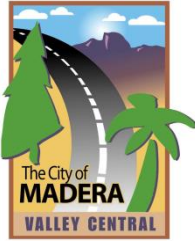
State of _____ (Insured Signature)

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)



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Anthony R. Forestiere,
Interim Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-12

SUBJECT:

Informational Report on \$100,000 water conservation grant from the City to Madera Unified School District for Martin Luther King Middle School

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council with an informational update on questions asked during previous Council meetings.

DISCUSSION:

In an effort to encourage the residents and businesses to conserve water, the City began offering rebates to convert to more water-efficient appliances and landscaping/irrigation systems. As of June 30, 2020, the Water Conservation fund has a remaining balance of \$361,379. The following table details the use of funds since the inception of the program per year.

Table 1: Water Conservation Program Fund Allocation (rounded to nearest dollar)

<i>Rebate Type</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>
Turf Replacement	\$22,244	\$21,769	\$97,530	\$85,951	\$87,245	\$76,551
Toilet Replacement	\$1,300	\$4,100	\$12,617	\$14,235	\$15,232	\$11,172
Dishwasher Replacement	\$455	\$975	\$4,000	\$3,800	\$5,200	\$5,200
Clothes Washer Replacement	\$500	\$2,275	\$3,325	\$1,000	\$2,200	\$3,800
Smart Irrigation Controllers	\$200	\$279	\$1,763	\$1,703	\$935	\$2,072
Drip Irrigation/Timers	\$270	\$142	\$872	\$730	\$535	\$475

Mulch	\$46	\$451	\$1,477	\$1,733	\$1,976	\$1,980
Hose Bib Faucet	-	\$40	\$48	\$138	\$19	\$30
Rain Barrell	-	-	\$439	-	-	-
Total	\$25,015	\$30,031	\$122,071	\$109,290	\$113,341	\$101,281

At the September 15th Council meeting, Council inquired about the City’s grant to MUSD in the amount of \$100,000. MUSD utilized the funds in 2020 to install controllers for managing water flow and optimizing system performance. MUSD experienced a 50.02% decrease in water usage since the installation of the system. Table 2 provides additional details.

Table 2: Water Usage at MLK Middle School in gallons	
2019 (No controllers)	20,796,493
2020 (First year controllers installed)	10,392,065

FINANCIAL IMPACT:

Nominal City resources were allocated in the preparation of this report; however, the City did provide MUSD with a \$100,000 grant for installation of the irrigation controllers from the water enterprise fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

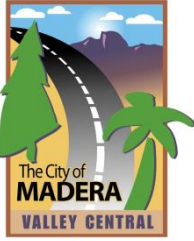
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None.



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Anthony R. Forestiere,
Interim Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 6, 2021

Agenda Number: B-13

SUBJECT:

Informational Report on Community Facilities District 2005-01

RECOMMENDATION:

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

BACKGROUND:

By Resolution No. 05-334, Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this District. The special taxes collected from the property owners within the District are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

During the September 15, 2021 Council meeting, Council requested clarification regarding the allocation of funds collected as part of Community Facilities District (CFD) 2005-01. The City received \$446,819.44 in CFD revenue for FY 2021/22. Single family homes contribute \$499.48 per unit.

Table 1 provides a summary breakdown of how funds are allocated:

Table 1: CFD 2005-01 Fund Allocation	
<i>Department</i>	<i>Budget allocation</i>
Police Services	59.12%
Fire Services	24.64%
Park/Storm Drain Maintenance	14.78%
Administrative Costs	1.46%

FINANCIAL IMPACT:

None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

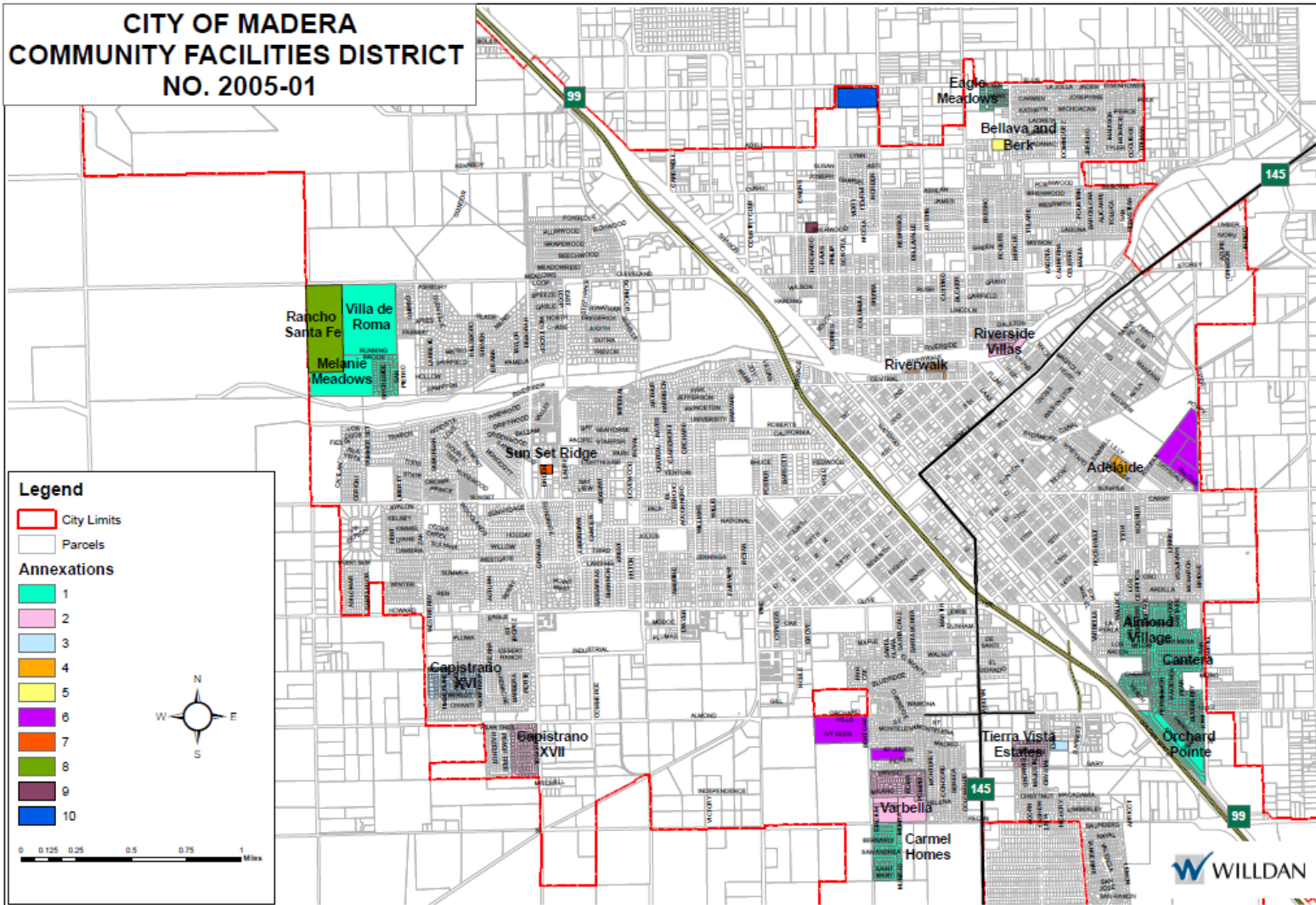
ALTERNATIVES:

This report is for informational purposes only.

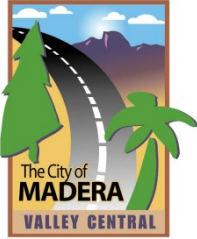
ATTACHMENTS:

1. Map of existing CFD

**CITY OF MADERA
COMMUNITY FACILITIES DISTRICT
NO. 2005-01**



Attachment 3-CFD 2005-01 Map



REPORT TO CITY COUNCIL

Approved by:

Hilda Cantu Montoy

Hilda Cantu Montoy, City Attorney

Council Meeting of: October 6, 2021

Agenda Number: D-1

SUBJECT:

Remote City Council Meetings Under New Brown Act Requirements (AB 361)

RECOMMENDATION:

1. Council to review the new Brown Act Requirements Under AB 361 for Remote Meetings, and
2. Council to decide whether to adopt a Resolution Authorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days.

SUMMARY:

On September 16, 2021, Governor Gavin Newsom signed AB 361 into law. AB 361 amends the Brown Act to allow for remote public meetings without having to comply with standard provisions and restrictions for remote meetings under the Brown. AB 361 temporarily writes into the Brown Act some remote meeting requirements the City has already met and implemented under the Governor's prior Executive Orders issued during the COVID-19 pandemic.

AB 361 includes additional requirements in the form of an initial authorizing resolution (effective for up to 30 days) and subsequent resolutions to extend the use of remote meetings for additional periods of 30 days thereafter. The bill included an urgency provision making the law immediately effective upon signature by the Governor.

On September 20, 2021, Governor Newsom issued Executive Order N-15-21 suspending the provisions of AB 361 until October 1, 2021, to allow for the expiration of Executive Order N-8-21 by its own terms on September 30, 2021. Executive Order N-8-21 extended the expiration date of Executive Orders N-29-20 and N-25-20, which originally implemented suspension of the remote meeting compliance obligations under the Brown Act throughout the COVID-19 pandemic.

If the City wishes to utilize remote meetings under AB 361, the City will have to meet compliance requirements including adoption of the attached Resolution. Alternatively, the City may comply with the standard remote teleconference meeting requirements under the Brown Act for Councilmembers who wish to teleconference.

DISCUSSION:

The City must comply with the provisions of the Brown Act implemented by AB 361 for remote meetings, or it must comply with the pre-COVID-19 requirements for remote meetings set forth in Government Code section 54953(b)(3).

If the City chooses to utilize the option for remote meetings under AB 361, it can continue using the remote meeting procedures it has been using throughout the COVID-19 pandemic, subject to certain requirements that must be considered as part of the initial determination (by resolution) to adopt remote meeting protocols. Once adopted, the initial authorizing resolution is effective for not more than 30 days.

The City may extend the authorization for an additional thirty (30) days via another resolution that makes specific findings in support of continuing remote meetings. The City may continue to extend the authorization in additional thirty (30) increments for the duration of the declared emergency, or until the City Council decides to return to in-person meetings, or otherwise complies with the regular remote meeting requirements of the Brown Act.

The following are the differences between standard Brown Act remote teleconferencing and AB 361 teleconferencing:

Table 1: Comparison of Public Meeting requirements	
<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.	<ul style="list-style-type: none"> ▪ Agendas not required to be posted at all teleconference locations. ▪ Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

Important Note: Local agencies must still provide advance notice of public meetings and must still post meeting agendas consistent with the provisions of the Brown Act. AB 361 does nothing to change the fact that meetings must still be noticed and agendized in advance.

Table 1: Comparison of Public Meeting requirements

<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
<p>If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.</p>	<ul style="list-style-type: none"> ▪ Agendas are not required to identify each teleconference location in the meeting notice/agenda. ▪ Local agencies are not required to make each teleconference location accessible to the public.
<p>If the legislative body of a local agency elects to use teleconferencing during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.</p>	<ul style="list-style-type: none"> ▪ No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction.
<p>If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.</p>	<ul style="list-style-type: none"> ▪ In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment. ▪ The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. ▪ The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly. ▪ In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further

Table 1: Comparison of Public Meeting requirements

<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
	action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. <ul style="list-style-type: none"><li data-bbox="824 464 1414 724">▪ Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed.

For further information on this matter, please see attached City Attorney Memorandum.

ATTACHMENTS:

- A. Resolution Regarding Remote Teleconference Meetings
- B. City Attorney Memo Regarding AB 361

RESOLUTION NO. _____

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

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including the City of Madera; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a Proclamation Declaring a National Emergency Concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a Proclamation of a State of Emergency in response to COVID-19 on March 4, 2020; and

WHEREAS, the City Council of the City of Madera adopted a proclamation of a local emergency related to the COVID-19 virus on March 16, 2020; and

WHEREAS, the City of Madera (“City”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and Boards, Commissions, and Standing Committees (hereafter collectively referred to as “legislative bodies;” and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953 (b) (3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body’s territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's Boards, Commissions, and Standing Committees to meet safely in person; and
2. The State of California and the County of Madera continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by Council Members as well as Board, Commission, and Standing Committee Members and the public via Zoom in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953 (e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency.

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

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

Section 2. The City Council finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and City's Proclamations of Emergency and are on-going.

Section 3. The City Council further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor and the City in the City and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the City Council and the members of the City's Boards, Commissions, and standing committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The City Council hereby authorizes the City Council and all of the Boards, Commissions, and Standing Committees of City to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all City Council meetings, and all Boards, Commissions, and standing committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) November 5, 2021 or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

MEMORANDUM FROM CITY ATTORNEY

October 6, 2021

TO: Mayor and City Council
City of Madera

CC: Arnaldo Rodriguez, City Manager
Alicia Gonzales, City Clerk

RE: Brown Act Remote Meetings and AB 361

I. INTRODUCTION AND BACKGROUND

On September 16, 2021, Governor Gavin Newsom signed AB 361 into law. AB 361 amends the Brown Act to allow for remote public meetings without having to comply with all provisions and restrictions for remote meetings in the Brown Act with which local agencies normally have to comply. AB 361 temporarily writes into the Brown Act some remote meeting requirements the City has already met and implemented under the Governor's prior Executive Orders issued during the COVID-19 pandemic. However, AB 361 includes additional requirements in the form of an initial authorizing resolution (effective for up to 30 days) and subsequent resolutions to extend the use of remote meetings for additional periods of 30 days thereafter.

The bill included an urgency provision making the law immediately effective upon signature by the Governor. On September 20, 2021, Governor Newsom issued Executive Order N-15-21 suspending the provisions of AB 361 until October 1, 2021, to allow for the expiration of Executive Order N-8-21 by its own terms on September 30, 2021. Executive Order N-8-21 extended the expiration date of Executive Orders N-29-20 and N-25-20, which originally implemented suspension of the remote meeting compliance obligations under the Brown Act throughout the COVID-19 pandemic.

If the City wishes to utilize remote meetings authorized by AB 361, the City will have to meet compliance requirements starting on October 1, 2021. Alternatively, the City can comply with the standard remote meeting requirements under the Brown Act.

II. REMOTE MEETINGS STARTING OCTOBER 1, 2021

Starting October 1, 2021, the City must comply with the provisions of the Brown Act implemented by AB 361 for remote meetings or it must comply with the pre-COVID-19 requirements for remote meetings set forth in Government Code section 54953(b)(3).

If the City chooses to utilize the option for remote meetings under AB 361, it can continue using the remote meeting procedures it has been using throughout the COVID-19 pandemic, subject to certain requirements that must be considered as part of the initial determination by resolution to adopt remote meeting protocols. Once adopted, the initial authorizing resolution is effective for **not more than 30 days**.

The City may extend the authorization for **an additional thirty (30)** days via another resolution that makes specific findings in support of continuing remote meetings. The City may continue to extend the authorization in **additional thirty (30) increments** for the duration of the declared emergency, or until the City Council decides to return to in-person meetings, or otherwise complies with the regular remote meeting requirements of the Brown Act.

A. Initial Transition to Remote Meetings Per AB 361 Via Initial Resolution

To implement remote meetings under AB 361, **one of three** criteria must be met at the time the City is holding a meeting during a proclaimed state of emergency by the Governor that includes area within the jurisdictional boundaries of the City:

- State or local officials have imposed or recommended measures to promote social distancing (Government Code Section 54953(e)(1)(A); **or**
- For the purpose of determining, by majority vote, whether as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees (Government Code Section 54953(e)(1)(B); **or**
- The City Council has previously determined, by majority vote, that, as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees (Government Code Section 54953(e)(1)(C).

In other words, the City can meet remotely under AB 361, during a declared state of emergency by the Governor that includes the City, if the City Council determines that one of the following is also true:

- State or local officials have imposed or recommended social distancing; **or**
- The City holds a remote meeting *to determine by a majority vote whether to hold remote future meetings*: **or**
- The City holds a meeting *having already determined by a majority vote to hold remote meetings*.

If one of these three criteria are met, then the City can conduct meetings remotely via Government Code section 54953(e), *et seq.* For the first and second conditions, the City Council must determine, by majority vote and by adoption of a resolution, the grounds for electing to continue with remote meeting procedures.

NOTE: The City Council **does not** have to make findings of present imminent risk to health or safety of attendees **if** state or local officials have imposed or recommended social distancing measures. However, if state or local officials **have not** imposed or recommended social distancing measures, then the City Council will need to make findings, as set forth and adopted by resolution

by majority vote, that meeting in person would present imminent risks to health or safety of attendees. Again: in **both** instances, a declaration of emergency by the Governor including the area of the City must have been proclaimed.

Additionally, agendas and minutes of remote meetings taking place pursuant to AB 361 should specify that the meeting is taking/took place pursuant to Government Code section 54953(e) *et seq.* (AB 361). This language should **replace** the prior references to Executive Orders.

For example (agenda):

“This meeting will take place remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361). Members of the public can observe and participate in the meeting as follows:

[PROVIDE REMOTE PARTICIPATION OPTION, I.E. ZOOM, TELECONFERENCE, ETC.]”

For example (minutes):

“This meeting took place remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361). Members of the public could observe and participate in the meeting as follows:

[PROVIDE REMOTE PARTICIPATION OPTION, I.E. ZOOM, TELECONFERENCE, ETC.]”

B. Extending Time for Use of Remote Meetings Per AB 361 Via Subsequent Resolution

After the initial thirty (30) days, if the City Council wishes to continue with remote meetings, a resolution **renewing** the initial determination must be adopted. Any renewal is subject to the following requirements and conditions:

- The City Council must reconsider the circumstances of the state of emergency; **and**
- Determine that **either** state or local officials continue to impose or recommend measures to promote social distancing, **or** the state of emergency continues to impact directly the ability of attendees to meet safely in person.

Additionally, agendas and minutes of remote meetings taking place pursuant to AB 361, after the initial transition to remote meetings, should specify that the meeting is taking/took place pursuant to Government Code section 54953(e) *et seq.* (AB 361) and pursuant to the initial authorizing resolution. This language should **replace** the prior references to Executive Orders.

For example (agenda):

“This meeting will take place remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361) and Resolution XX-XX, adopted by the City Council on [DATE]. Members of the public can observe and participate in the meeting as follows:

[PROVIDE REMOTE PARTICIPATION OPTION, I.E. ZOOM, TELECONFERENCE, ETC.]”

For example (minutes):

“This meeting took place remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361) and Resolution XX-XX, adopted by the City Council on [DATE]. Members of the public could observe and participate in the meeting as follows:

[PROVIDE REMOTE PARTICIPATION OPTION, I.E. ZOOM, TELECONFERENCE, ETC.]”

After the first renewal, agenda and minutes of remote meetings taking place pursuant to AB 361 should specify that the meeting is taking/took place pursuant to Government Code section 54953(e) *et seq.* (AB 361), and pursuant to the initial authorizing resolution as subsequently renewed thereafter. This language should **replace** the prior references to AB 361 and the initial authorizing resolution.

For example (agenda):

“This meeting will take place remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361), and pursuant to Resolution XX-XX, adopted by the City Council on [DATE], and as renewed by subsequent resolution(s) thereafter. Members of the public can observe and participate in the meeting as follows:

[PROVIDE REMOTE PARTICIPATION OPTION, I.E. ZOOM, TELECONFERENCE, ETC.]”

For example (minutes):

“This meeting took place remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361), and pursuant to Resolution XX-XX, adopted by the City Council on [DATE], and as renewed by subsequent resolution(s) thereafter. Members of the public could observe and participate in the meeting as follows:

[PROVIDE REMOTE PARTICIPATION OPTION, I.E. ZOOM, TELECONFERENCE, ETC.]”

NOTE: Failure to adopt a renewal resolution on or before the expiration date means that the City must either comply with the more onerous remote meeting requirements of the Brown Act, or consider and adopt a new resolution to authorize use of the remote meeting procedures under AB 361 (i.e., another “initial” resolution). **A renewal resolution automatically expires at the end of thirty (30) days.**

NOTE: There is no limit to the number of extensions that can be considered and passed via resolution as long as one criterion is met and the extension resolutions state findings in compliance with Government Code section 54953(e), *et seq.*

III. ADDITIONAL NOTES FOR CONSIDERATION

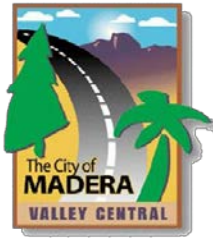
The provisions enacted by AB 361 sunset on **January 1, 2024**, unless modified or extended by the Legislature and Governor in the future.

Prior bills under consideration by the Legislature would have allowed for remote meetings under locally declared states of emergency. However, AB 361 did not incorporate this option. The declared state of emergency **must be declared statewide** and pursuant to the Emergency Services Act (Government Code § 8625).

Respectfully Submitted,



Hilda Cantu Montoy



October 6, 2021

**Madera City Council Meeting
Agenda Item E-1**

Cannabis Ad Hoc Committee Composition

Recommendation: Council Consider the Cannabis Ad Hoc Committee
Composition and Determine Membership (Report by Roger Sanchez)

There is no written report for this item.