

Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

AMENDED NOTICE AND AGENDA

Wednesday, August 16, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 845 0956 0758#. 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 Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

INVOCATION: Councilwoman Anita Evans

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. Proclamation Recognizing National Senior Citizens Day
 2. Proclamation Recognizing Police Chief Dino Lawson's Retirement from the City of Madera

INTRODUCTIONS: None

A. WORKSHOP:

- A-1 Informational Workshop Regarding the City of Madera Budget, Capital Improvement Program (CIP) and Master Fee Schedule for Fiscal Year 2023/24** (Report by Mike Lima)

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 – August 2, 2023

Recommendation: Approve the City Council Minutes of August 2, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for July 22, 2023 to August 4, 2023 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

Recommendation: Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Wendy Silva)

B-5 Local State of Emergency Related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Continuing to Support Madera County's Proclamation of a Local Emergency due to the Closure of Madera Community Hospital for 30 days (Report by Arnoldo Rodriguez)

B-6 Letter of Support for Distressed Hospital Loan funding for Madera Community Hospital

Recommendation: Adopt a Minute Order Authorizing the City to Submit a Letter of Support for Madera Community Hospital's request for \$80 Million in State Funding from the Distressed Hospital Loan Program (Report by Arnoldo Rodriguez)

B-7 Federal Transit Administration Grant Application for Transit Operating Assistance

Recommendation: Adopt a Resolution Authorizing the Submittal of a Federal Transit Administration (FTA) Section 5307 Grant Application in the amount of \$1,757,924 (Report by Mike Lima)

B-8 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2023/24 Grant

Recommendation: Adopt a Resolution Authorizing the Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant program for Fiscal Year 2023/24

B-9 City's Participation in the Old Timers' Day Parade

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Parks Services Relating to the Old Timers' Day Parade in the Amount of \$3,143 (Report by Dino Lawson)

B-10 Proclamation Recognizing September 15, 2023 as the 200th Anniversary of Mexican Independence Day and Diplomatic Relations between the U.S. and Mexico

Recommendation: Adopt a Minute Order Approving a Proclamation to be Presented to the Mexico Consulate at the September 6, 2023 Council Meeting (Report by Alicia Gonzales)

B-11 Porsche Club of America Permit for events at the Madera Municipal Airport

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

C. PUBLIC HEARINGS: None

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

D-1 Third Amendment to existing Service Provider Agreement with O&E Transportation LLC relating to litter abatement in the Fresno River

Recommendation: Adopt a Resolution Approving the Third Amendment to the Service Provider Agreement with O&E Transportation LLC for services at a cost of \$100,000 and an extension of the term through March 31, 2024 (Report by Dino Lawson)

D-2 Issue a Notice of Award for Two Social Equity Commercial Cannabis Business Permits to Nebrina Madera, LLC and California Cannoisseur, LLC

Recommendation: Adopt a Resolution Issuing a Notice of Award for Social Equity Cannabis Permits to Nebrina Madera, LLC and California Cannoisseur, LLC. (Report by Will Tackett)

D-3 Co-Locator Lease Agreement with Madera Unified School District

Recommendation: Adopt a Resolution Approving a Two-Year Co-Locator Lease Agreement between the City of Madera and Madera Unified School District for the Occupation and Use of Facilities at the John W. Wells Youth Center and Authorize the Mayor to Execute the Co-Locator Lease Agreement (Report by Joseph Hebert)

E. ADMINISTRATIVE REPORTS:

E-1 Response to Madera County Grand Jury Final Report 2223-02: "City of Madera Fails to Enforce the Golf Course Contract Requirements"

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

E-2 Direction Regarding Golf Course Advisory Committee Composition

Recommendation: This report is submitted to request direction from the City Council on the Golf Course Advisory Committee Members (Report by Joseph Hebert)

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: None

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, September 6, 2023
- Wednesday, October 4, 2023

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

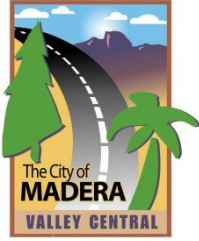
report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.

- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
-

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for August 16, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 5:15 p.m. on August 13, 2023.



Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: A-1

SUBJECT:

Informational Workshop Regarding the City of Madera Budget, Capital Improvement Program (CIP) and Master Fee Schedule for Fiscal Year 2023/24

DISCUSSION:

Council may recall that as part of the City's budget process, staff conducted workshops pertaining to the City's Budget. More specifically, Council held workshops on:

- May 17, 2023 – to discuss proposed CIP for streets, active transportation, and storm drainage projects.
- June 7, 2023 – to discuss FY 2022/23 and FY 2023/24 projected revenues
- June 21, 2023 – to discuss FY 2022/23 projected expenditures and obtain guidance on possible fee adjustments
- August 2, 2023 – to discuss proposed CIP for Fire, Parks, Sewer, and Water

The workshops were intended to provide Council and the community with a preliminary overview of the 5-year CIP, the Citywide Operating Fiscal Budget, and the related revenue sources and expenditures by fund and department that collectively comprise the City's Budget. As a result of the feedback obtained in those workshops, staff has completed the compilation of the FY 23/24 budget.

SUMMARY OF PROPOSED BUDGET:

The FY 2023/24 Proposed operating budget is balanced. The projected annual operational revenues, including transfers will sufficiently pay for projected operational expenditures. Operational expenditures are the normal cost of conducting City business and providing services to the Madera community (e.g., personnel, utilities, supplies, equipment, contractual services, and similar costs). The following is a summary of the budget elements:

GENERAL FUND

The General Fund is the main operational fund of the City with revenues from various sources. The following 10 major revenue sources account for nearly 90 percent of the General Fund revenues:

- Sales & Use Taxes
- Property Tax
- Secured Property Tax
- Engineering Fees
- Building Permits
- Transient Occupancy Tax
- Business License Tax
- Cable Utility Franchise Tax
- Grants
- Plan Check Fees

The following table identifies the proposed General Fund operating budget.

Table 1: General Fund for FY 2023/24 (not including Measure K)			
<i>Description</i>	<i>Proposed</i>		<i>Projected surplus</i>
	<i>Revenues</i>	<i>Expenditures</i>	
General Fund	\$43,228,243	\$42,875,904	\$352,339

ENTERPRISE FUNDS

Enterprise funds are municipal services that are funded through fees charged partly or wholly to cover the costs of the services provided. The fees collected must be used on operating and/or capital expenditures directly related to the enterprise for which they were collected, such as water, sewer, or street sweeping. The revenues projected for the Water, Sewer, and Solid Waste enterprise fund reflect the adjusted rates approved by the ratepayers via the Proposition 218 process completed last year. Table 2 provides a summary of the enterprise funds' projected revenues and expenses for Fiscal Year 2023/24.

Table 2: Enterprise Funds for FY 2023/24

<i>Description</i>	<i>Proposed Revenues</i>	<i>Proposed Expenditures</i>	<i>Operating Surplus/(Deficit)</i>
Water	\$24,394,353	\$24,394,353	\$0
Sewer	\$28,908,417	\$27,266,005	\$1,642,000
Airport	\$2,524,960	\$2,424,909	\$100,051
Golf Course ¹	\$317,921	\$317,921	\$0
Dial-A-Ride	\$1,414,443	\$1,315,054	\$99,389
Fixed Route (Madera Metro)	\$2,794,405	\$2,045,876	\$748,529
Drainage	\$1,978,122	\$1,978,122	\$0
Solid Waste	\$8,832,545	\$8,832,545	\$0
¹ The Golf Course Fund is subsidized by \$120,421. In November 2023, the City will retire the golf course's outstanding debt. Moving forward, unless the Council directs otherwise, the General Fund's contribution will be nominal.			

Funds with an Operating Surplus have projected revenues greater than proposed appropriations. Council may choose to appropriate these monies as part of the FY 23/24 budget or leave them in the fund balance to be used in an emergency during the fiscal year.

OVERALL BUDGET APPROPRIATIONS

Citywide Proposed appropriations, including Capital Expenditures, for FY 2023/24 are approximately \$193.3 million. Projected citywide revenues are approximately \$199.1 million. Please see Exhibit A attached. The Proposed Budget includes the following funds:

- General Fund
- Measure K
- Enterprise Funds
- Special Revenue Funds
- Internal Service Funds

KEY ASSUMPTIONS

While staff is proposing a balanced budget, it is important to highlight the current economic climate and key assumptions that influenced the FY2023/24 proposed budget revenue and expenditure projections:

1. Economic Climate

The current economic climate dictates cautious optimism, especially with regard to revenue projections and increasing budgetary expenditures. The pandemic after-effect relative to consumer confidence and spending is still a concern, a situation that could be worsened by current inflation and Federal Reserve actions. Staff will continue to monitor

the situation and will recommend adjustments as may be necessary as the fiscal year unfolds.

2. Revenue

- Sales tax projections are based on HDL estimates (including Measure K).
- Property tax projections include the basic 2% adjustment per Proposition 13.
- Other general and special revenues projected include 2% to 3% increases based on contributing factors to the specific revenue.
- Utility revenue estimates were based on the 2021 Rate Study and the related Proposition 218 approved rate adjustments approved by the City Council on July 20, 2022.
- In preparing the budget, staff estimated major City revenues as indicated below:
 - Projected Retail Sales & Use Tax: \$13.1 million
 - Measure K: \$7.2 million
 - Transient Occupancy Tax (hotel tax): \$1.0 million
 - Property tax in-lieu (c. 2004): \$7.6 million
 - Property tax: \$4.6 million
 - Business License revenue: \$0.6 million
 - Interest Income: \$1.0 million

3. Expenditures/Expenses

- Utility and Public Works Material costs are based on analysis of historical trend and/or 4% adjustment.
- Projected salaries and benefits include all anticipated pay and benefits in compliance with negotiated Memorandums of Understanding with the City's bargaining units, as well as anticipated merit increases and promotions within class series.
- The increase in healthcare premiums to be effective January 1, 2024, and employee lump sum payments made in July 2023 are funded in the proposed budget by General Fund reserves as directed by Council.
- Retirement costs estimates, including unfunded liability, are based on CalPERS actuarial report for the City dated June 30, 2021

4. Balancing the Budget: General Fund

The proposed FY2023/24 General Fund budget is a balanced budget. It includes all the requisite appropriations departments need to effectively run city operations. The budget as proposed has a projected surplus of \$352,339 if all the revenues and expenditures materialize as contemplated. All of this projected surplus is being earmarked for deposit in the General Fund Stabilization Reserve in order to meet the 30% of appropriations reserve requirement established by the City's adopted General Fund Reserve Policy.

The City has ample reserves including the General Fund Stabilization Reserve. Should the City receive less revenue than anticipated on account of the tenuous economic climate, the City expects to utilize reserves to offset revenue shortfalls. Such utilization of reserves will be brought to Council for consideration and approval.

5. Budgeted Positions:

The City Manager has reviewed current positions and all previously budgeted positions have been included in the proposed budget, as well as positions added since adoption of the last operating budget, such as four grant-funded Police Officer positions. In addition, the City Manager is recommending the following new positions in the proposed budget as well as the noted reclassifications.

All current vacancies as well as recommended new positions and reclassifications are included in the proposed budget with reasonable assumptions regarding hire date, pay, and applicable benefits. As the year progresses, staffing will be regularly reviewed and analyzed for needed adjustments. Any requests for additional positions will be subject to Council consideration and approval. The new position recommendations and reclassifications included in the proposed budget are outlined in Table 3 below.

Table 3: New positions

<i>Department</i>	<i>Status ¹</i>	<i>Position</i>	<i>Notes</i>
Public Works			
Wastewater	FT	Wastewater Treatment Plant Operator-in-Training	
Water	PT	2 part-time Maintenance Worker I	Duties would include exercising water valves
Sewer	PT	2 part-time Maintenance Worker I	Duties would include preventive sewer main cleaning
Safe & Clean Team	FT	1 Equipment Operator and 2 Maintenance Worker II	Replacing current team of part-time positions. The part-time positions would be eliminated.
Parks & Community Services	FT	Administrative Analyst I	Replacing current part-time Analyst position with a full-time position. The part-time position would be eliminated.
Parks & Community Services	PT	After School Program Leader I	Multiple positions
Building Division	FT	Administrative Assistant	
Building Division	PT	Intern	

¹ Status: FT = Full time, PT = Part Time

Table 4: Position Reclassifications				
<i>Department</i>	<i>Status ¹</i>	<i>Position</i>		<i>Position status</i>
		<i>Existing</i>	<i>Proposed</i>	
Parks & Community Services	FT	Park Manager	Park Project Manager	Vacant
Public Works Admin.	FT	Purchasing Assistant	Office Assistant II	Filled
Wastewater Treatment Plant	FT	Operator I	Plant Mechanic	Filled
¹ Status: FT = Full time, PT = Part Time				

The FY 2023/24 proposed budget has a total of 319 Full Time Equivalent (FTE) compared to 298 FTE in FY 2022/23. FTE is determined by the percent of the fiscal year for which the position is budgeted. FTE may fluctuate based on position changes, as noted in Table 3, but may also fluctuate when previously vacant position budgeted for a partial year are now budgeted for a full fiscal year. Part-time FTE counts are calculated as a percent of a full-time year, or 2,080 hours. This may also fluctuate based on the City's needs and anticipated services or programs, such as adding the Madera Unified School District After School Program to the proposed budget.

6. Health Care and Retirement for Vacant Positions

For the FY 2023/24 proposed budget, vacant full-time positions were budgeted at the expectation of employee only health coverage in the Anthem plan and the Public Employee Pension Reform Act (PEPRA) tier for the CalPERS pension.

7. Planned Promotions

Planned promotions have also been captured in the budget. These promotions are for class series where classification is determined by certification and/or time in the position (i.e., Police Officer I to Police Officer II). Another example is movement within the Wastewater Treatment Plant Operator series upon higher level certification after passing exams from the California State Water Resources Control Board. These promotions will only be effectuated upon satisfactory job performance at the current classification level documented in a written performance evaluation and subject to approval by the City Manager.

8. Employee Compensation

The FY 2023/24 Proposed Budget includes all salary and benefit adjustments as approved by the City Council. This includes the 2% cost-of-living adjustment (COLA) and \$1,500 lump sum payments for applicable positions effective the first paycheck of July 2023, the 2% COLA to be effective December 2023, and the adjustment to the City's contribution towards health insurance to be effective January 2024.

The Proposed Budget also includes merit step increases to be awarded as earned by employees via satisfactory performance evaluations. Merit step increases are only awarded within the defined steps of the assigned salary range for the position and are not automatic.

9. Debt

The total City outstanding debt, including utility debts, is \$55.02 million as of June 30, 2023. The Proposed FY2023/24 Budget includes appropriations for the related debt service payments totaling \$8,251,036 in various funds.

10. Measure K

Measure K is a Sales Tax adopted by the residents of Madera to support Public Safety. The revenue generated by this ½ cent sales tax is split equally between the Police and Fire Departments. Measure K revenue is used for both operations and capital improvements. Measure K Police and Fire funds are budgeted and accounted for separately. This budget recognizes the following:

<i>Table 5: Measure K Revenue and Expenditures FY 2023/24</i>			
<i>Department</i>	<i>Projected</i>		<i>Difference</i>
	<i>Revenues</i>	<i>Expenditures</i>	
Police	\$3,734,024	\$3,715,701	\$18,323
Fire	\$3,739,870	\$3,112,472	\$627,398

▪ Measure K Stabilization Fund

The Council approved the establishment of a Measure K stabilization reserve with an allocation of \$130,000 of Measure K revenue for both Police and Fire each year until the reserve amount reaches the equivalent of 30 percent of Measure K expenditures. As of June 30, 2023, both Police and Fire have a stabilization reserve fund balance of \$780,000. By June 30, 2024, both Police and Fire will have stabilization reserve fund balances of \$910,000. Both reserves are short of the 30 percent of Measure K expenditures and will need further contributions in future fiscal years.

<i>Table 6: Measure K Reserve Account</i>		
<i>Fiscal Year</i>	<i>Police</i>	<i>Fire</i>
2017/2018 ⁽¹⁾	\$130,000	\$130,000
2018/2019	\$130,000	\$130,000
2019/2020	\$130,000	\$130,000
2020/2021	\$130,000	\$130,000
2021/2022	\$130,000	\$130,000

2022/2023	\$130,000	\$130,000
2023/2024	\$130,000	\$130,000
Total	\$910,000	\$910,000
<i>(1) The Reserve account was created in FY 2018/2019; however, revenue exceeded projections in FY 2017/2018 and funds were retroactively adjusted.</i>		

▪ **Fire Engine Replacement Fund**

Additionally, the Council approved a fire engine replacement fund with annual allocation of \$200,000 beginning in FY 2017/18. This was increased to \$490,000 per year in FY 2022/23. As of June 30, 2023, the reserve fund has a balance of \$738,540. Table 6 on the next page provides a summary.

Table 7: Fire Engine Replacement Program ⁽¹⁾			
<i>Fiscal Year</i>	<i>Allocation</i>	<i>Expenses</i>	<i>Running Total</i>
2017/2018 ⁽¹⁾	\$200,000	\$0	\$200,000
2018/2019	\$200,000	\$0	\$400,000
2019/2020	\$200,000	\$0	\$600,000
2020/2021	\$200,000	\$0	\$800,000
2021/2022	\$200,000	\$751,460 ⁽²⁾	\$248,540
2022/2023	\$490,000	\$0	\$738,540
2023/2024	\$490,000	\$0	\$1,228,540
<i>(1) The program was created in FY 2018/2019; however, revenue exceeded projections in FY 2017/2018 and funds were retroactively adjusted.</i>			
<i>(2) Council authorized the purchase of a New Type 1 Engine.</i>			

BUDGET SUMMARY:

Staff is pleased to present a balanced General Fund budget. More detailed information regarding the budget may be found in the proposed budget document which includes the City Manager's Budget Message.

FINANCIAL IMPACT:

The Proposed Budget is the City's fiscal plan of operations and capital improvement for the Fiscal Year 2023/24. It supports appropriations of \$193,283,994 for the FY2023/24 operations of the City.

ALTERNATIVES:

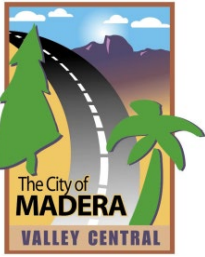
Direct staff to amend the proposed budget for consideration by Council.

Exhibit A

CITY OF MADERA BUDGET – FISCAL YEAR 2023/2024

CITYWIDE SUMMARY OF REVENUES, EXPENSES, AND CAPITAL EXPENDITURES

Fund	Projected Revenues	Salaries & Benefits	Materials & Services	Other Oper. Exp.	Capital Exp.	Proposed Expend.	Contribution To (Appro. Of) Fund Balance
General Fund	\$ 43,228,243	\$ 24,341,209	\$ 12,878,062	\$ 5,656,633	\$ -	\$ 42,875,904	\$ 352,339
Water	24,470,586	2,577,699	3,126,267	2,930,714	15,835,906	24,470,586	-
Sewer	28,908,417	2,533,792	2,622,395	4,309,755	17,800,063	27,266,005	1,642,412
Solid Waste	8,848,894	802,418	6,887,276	1,159,200	-	8,848,894	-
Drainage	1,978,122	544,694	340,668	281,260	811,500	1,978,122	-
Airport	2,524,960	194,230	149,022	210,657	1,871,000	2,424,909	100,051
Transit	5,459,252	578,122	2,572,649	191,446	622,424	3,964,641	1,494,611
Golf	317,921	-	14,457	228,464	75,000	317,921	-
Enterprise Funds	\$ 72,508,152	\$ 7,230,955	\$ 15,712,734	\$ 9,311,496	\$ 37,015,893	\$ 69,271,078	\$ 3,237,074
General Grants	2,037,901	158,492	274,291	38,311	1,566,807	2,037,901	-
Measure K - Police	3,734,024	1,997,710	323,617	475,374	919,000	3,715,701	18,323
Measure K - Fire	3,739,870	-	2,326,122	113,000	673,350	3,112,472	627,398
Development Impact Fees	6,037,031	-	1,865,867	467,239	3,703,925	6,037,031	-
State Gas	6,495,695	-	-	2,227,916	4,267,779	6,495,695	-
Measure T	11,485,660	-	-	-	11,454,388	11,454,388	11,272
Regional Surface Transportation	1,035,600	-	-	-	1,035,600	1,035,600	-
Business Improvement District	20,000	-	18,710	1,290	-	20,000	-
Parks Grants	4,166,161	219,103	209,568	-	3,720,655	4,149,326	16,835
Police Grants	584,211	330,123	82,822	-	171,266	584,211	-
Tobacco Law Enforcement Grant	252,363	111,606	-	-	-	111,606	140,757
Parking District	37,291	17,734	15,000	4,557	-	37,291	-
Fed Aid Urban Grant	4,198,297	-	-	-	4,198,297	4,198,297	-
Local Transportation	5,281,815	-	-	969,810	4,312,005	5,281,815	-
Landscaping Assessment	452,664	-	23,307	420,093	-	443,400	9,264
ARPA	16,163,515	-	-	16,163,515	-	16,163,515	-
Supplemental LAW	106,000	-	106,000	-	-	106,000	-
Intermodal	213,987	20,066	70,957	84,561	-	175,584	38,403
Economic Development	161,500	-	5,000	-	156,500	161,500	-
Housing	3,551,483	37,117	428,819	-	2,858,500	3,324,436	227,047
CFD Special Revenue	1,277,074	-	14,200	672,368	-	686,568	590,506
Special Revenue Funds	\$ 71,012,142	\$ 2,891,951	\$ 5,764,280	\$ 21,638,034	\$ 39,038,072	\$ 69,332,337	\$ 1,679,805
Fleet	3,158,877	404,097	360,876	181,275	1,953,500	2,899,748	259,129
Facilities Maintenance	2,254,133	1,184,223	572,078	497,832	-	2,254,133	-
Technology	1,584,644	582,958	316,716	93,620	591,350	1,584,644	-
Insurance Reserve	385,000	-	164,940	-	-	164,940	220,060
Internal Service Funds	\$ 7,382,654	\$ 2,171,278	\$ 1,414,610	\$ 772,727	\$ 2,544,850	\$ 6,903,465	\$ 479,189
Capital Funds	\$ 1,445,465	\$ -	\$ -	\$ -	\$ 1,445,465	\$ 1,445,465	\$ -
Successor Agency	\$ 3,501,200	\$ -	\$ 251,200	\$ 3,154,545	\$ 50,000	\$ 3,455,745	\$ 45,455
Total Citywide	\$ 199,077,856	\$ 36,635,393	\$ 36,020,886	\$ 40,533,435	\$ 80,094,280	\$ 193,283,994	\$ 5,793,862



Item:	B-1
Minutes for:	08/02/2023
Adopted:	08/16/2023

Minutes of a Regular Meeting of the Madera City Council

August 2, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 823 9870 1172#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon Chaffin (Contract awarded this evening), Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin McCombs, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Police Commander Giachino Chiamonte, Public Works Director Ismael Hernandez, Deputy City Engineer Ellen Bitter, Senior Civil Engineer Steve Bettencourt, Senior Civil Engineer Matt Bullis, Assistant Engineer Alexis Raymundo, Assistant Engineer Jonathan Gramajo, P/T Administrative Analyst (Parks Dept.) Gabriela Salazar and Communication Specialist Joseph Carrello.

INVOCATION: Councilwoman Anita Evans

PLEDGE OF ALLEGIANCE: Councilmember Villegas

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes.

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

A member of the public brought to Council's attention that her cousin's 20-year-old daughter was hit by a drunk driver. She wanted to know why that person was driving as they had three (3) DUIs (Driving Under the Influence) and had a suspended license.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Continuation of Presentation of the Draft Fiscal Year (FY) 2023/24 to FY 2027/28 Capital Improvement Program (CIP) - Fire, Parks, Sewer, and Water

Recommendation: Consider the Information Presented and Provide Input and Direction on the 5-year CIP for Fire, Parks, Sewer, and Water Projects (Report by Keith Helmuth)

Council took a short recess from 6:31 p.m. to 6:47 p.m. to address audio issue.

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE CONSENT CALENDAR EXCLUDING ITEM B-3 WHICH WAS PULLED FOR DISCUSSION WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

After Item B-3 discussion:

ON AMENDED MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE CONSENT CALENDAR INCLUDING ITEM B-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – July 19, 2023

Recommendation: Approve the City Council Minutes of July 19, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for July 8, 2023 to July 21, 2023 (Report by Michael Lima)

B-3 Second Reading and Adoption of an Ordinance Relating to City Council and Resolutions Relating to Council Protocols Guidebook

Recommendation: Waive Full Reading and Adopt an Ordinance Adopting New Chapter 1 of Title II of the Madera Municipal Code Relating to City Council and Repeal of Current Chapter 1 of Title II (Report by Arnolando Rodriguez)

ORD 1002 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING NEW CHAPTER 1 OF TITLE II TO THE MADERA MUNICIPAL CODE RELATING TO THE CITY COUNCIL

C. PUBLIC HEARINGS:

C-1 Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2023/24

Recommendation: Adopt a Resolution Approving the Measure T AEP for FY 2023/24 and Authorizing Submission of the AEP to the Madera County Transportation Authority (MCTA) for adoption (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM C-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-133 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2023/24 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY (MCTA) FOR ADOPTION

C-2 Initiation of Proceedings for the Annexation of Madera Place Apartments Project (Phase 2 of the Madera Family Apartments Project) into Community Facilities District 2013-1

Recommendation: That Council Adopt Resolutions:

1. Adopting a Boundary Map Showing the Territory Proposed for Annexation to Community Facilities District No. 2013-1; and
2. Declaring Its Intention to Annex Territory to Community Facilities District No. 2013-1 (Public Services), to Authorize the Levy of Special Taxes Therein and Setting Public Hearing (Annexation No. 1) (Report by Will Tackett)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-134 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2013-1 (ANNEXATION NO. 1)

RES 23-135 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (MADERA PLACE APARTMENTS) TO THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PUBLIC SERVICES), TO AUTHORIZE THE LEVY OF

SPECIAL TAXES THEREIN, AND SETTING PUBLIC HEARING (ANNEXATION NO. 1)

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

D-1 Adoption of Ceremonial Documents Guidelines

Recommendation: Adopt a Resolution Approving the Protocols Guidebook Section Concerning Ceremonial Documents (Report by Arnaldo Rodriguez)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WITH THE ADDITION OF "INDIGENOUS PEOPLE DAY" IN OCTOBER TO THE LIST OF ANNUAL PROCLAMATIONS WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE CEREMONIAL DOCUMENT GUIDELINES

D-2 Designation of a Voting Delegate and Alternates for the League of California Cities 2023 Annual Conference

Recommendation: Adopt a Resolution to Designate a Voting Delegate and up to two Alternates for the 2023 League of California Cities' Annual Business Meeting (Report by Arnaldo Rodriguez)

This item was adopted by Minute Order not by resolution. Announcement made by staff for the record.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 SELECTING MAYOR PRO TEM MEJIA AS THE VOTING DELEGATE WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 SELECTING COUNCILMEMBER VILLEGAS AS THE VOTING ALTERNATE WAS APPROVED BY A 6/1 VOTE. NOES: COUNCILMEMBER GALLEGOS. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 -
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

NO: 1 - COUNCILMEMBER GALLEGOS

D-3 Legal Services Agreement for City Attorney Services

Recommendation: Adopt a Resolution Approving a Legal Services Agreement with Aleshire & Wynder, LP, to provide City Attorney Services (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-137 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A LEGAL SERVICES AGREEMENT WITH ALESHIRE & WYNDER, LP, TO PROVIDE CITY ATTORNEY SERVICES

D-4 State Route 99 Block Wall Enhancement Project Artwork Selection

Recommendation: Consider the Recommendations by the Arts Selection Committee and Adopt a Resolution Approving Artwork for the State Route 99 Block Wall Enhancement Project (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-4 (OPTION #1 ARTWORK BY DANIEL VAN GERPEN, AMY P. MORGAN, PATRICIA PRATT, ANDREA TORRES, AND ANNE WHITEHURST) WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING ARTWORK FOR THE MADERA BLOCK WALL ENHANCEMENT PROJECT

E. ADMINISTRATIVE REPORTS:

E-1 Informational Report on USGA Site Visit to the Madera Municipal Golf Course

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Gallegos thanked the Parks Department & the Public Works Department for their efforts in organizing Movies in the Park and the river clean-up. She reminded everyone that school starts on Monday and asked that everyone drive carefully.

Councilmember Rodriguez asked that an agenda item be added to a future meeting which addresses the river trail clean-up and the repair of potholes along the trails.

Councilmember Montes provided an update for the Point in Time count stating that homeless numbers have gone up. He wanted everyone to know that the City continues to work on this issue.

Councilmember Evans thanked everyone for the work done on the river. She mentioned that the Food Bank will be at Town and Country Park at 7:00 a.m. in the morning for seniors 55+ years at \$4.00/person. She stated that she got to tour the Sheriff's Department and noticed their new wi-fi projecting capabilities. She asked that everyone be safe.

Mayor Pro Tem Mejia participated in the Madera County Justice Building ribbon cutting and the Crazy Deals grand opening. She mentioned that people commented that they were glad to

have a new store. She asked that an update on the playground be added as a future agenda item.

Councilmember Villegas stated that last Saturday was the first backpack giveaway. This coming Saturday will be the second giveaway by Assemblywoman Soria. He stated he sees that children get happy with their backpacks.

Mayor Garcia stated that the Pomona Ranch also had a backpack giveaway. He stated that Senator Caballero has been a blessing in helping with trying to get the Madera Community Hospital to reopen. He also mentioned the backpack giveaway from Assemblywoman Soria and mentioned that some City departments will also be at that event. He thanked Madera Ford and Big Brothers & Big Sisters for their backpack giveaways as well as all the organizations and non-profits for their community events.

G. CLOSED SESSION: None

ADJOURNMENT: Meeting was adjourned at 8:44 p.m.

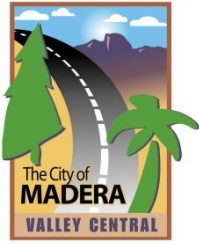
UPCOMING MEETING DATES:

- Wednesday, August 16, 2023
- Wednesday, September 6, 2023

ALICIA GONZALES, City Clerk

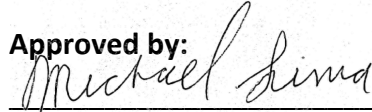
SANTOS GARCIA, Mayor

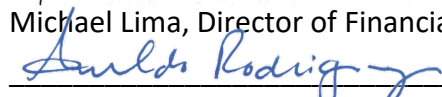
MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:


Michael Lima, Director of Financial Services


Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for July 22, 2023 to August 4, 2023.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 22, 2023 to August 4, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	37011 – 37133	\$4,375,748.83

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$678,170.24
<i>SDI</i>	EDD	\$2,217.70
<i>CalPERS Payment</i>	CalPERS	\$4,749,639.41

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 budget or the Fiscal Year 2023/2024 Continuing Resolution 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 2022/2023 budget or the Fiscal Year 2023/2024 Continuing Resolution.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
August 16, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
FY 22/23						
37011	07/25/2023	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 06/23	\$ 31,389.76
37012	07/25/2023	PW ADMIN	STREETS	FERGUSON ENTERPRISES, INC.	18X20 HP N12 DW STRM SLD	\$ 4,579.41
37013	07/25/2023	GRANTS	CDBG PUBLIC SVC	PEQUENOS EMPRESARIOS	CBG FY 22/23 VIRTUAL PROGRAM - CHILD EDUCATION	\$ 1,018.88
37014	07/25/2023	PLANNING	PLANNING	ACRO SERVICE CORPORATION	CONSULTING SERVICES - PLANNING	\$ 3,392.71
37015	07/25/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	COUNCIL CHAMBERS - CLEAN AND SEAL	\$ 450.00
37015	07/25/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	PW - FLOORING STRIP & WAX	\$ 573.25
37015	07/25/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	PW - FLOORING STRIP & WAX	\$ 573.25
37016	07/25/2023	PW ADMIN	WATER OPS	MENDOZA, MARTIN	PER DIEM - CWEA TRI-STATE SEMINAR	\$ 276.00
37017	07/25/2023	PD OPS	MEAS K - PD	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	\$ 72.45
37018	07/25/2023	BUILDING	BUILDING	CALIFORNIA BUILDING OFFICIALS	MEMBERSHIP DUES	\$ 295.00
37019	07/25/2023	FLEET MAINT	FLEET MAINT	O'REILLY AUTOMOTIVE STORES, INC.	PWR STG HOSE	\$ 39.25
37020	07/25/2023	PLANNING	PLANNING	LOPEZ, RAMON	PER DIEM - PLANNING COMMISSIONERS ACADEMY	\$ 137.00
37021	07/25/2023	PW ADMIN	WATER OPS	SOLIS OSCAR	PER DIEM - CWEA TRI-STATE SEMINAR	\$ 276.00
37022	07/25/2023	FLEET MAINT	FLEET MAINT	MADERA GLASS AND BODY, INC.	UNIT #6022 REPAIRS	\$ 7,643.31
37023	07/25/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 06/16/23-06/30/23	\$ 843.45
37024	07/25/2023	FINANCE	GENERAL FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 19.84
37024	07/25/2023	FINANCE	GENERAL TRUST	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (0.01)
37024	07/25/2023	FINANCE	MEAS K - FIRE	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 206.13
37024	07/25/2023	FINANCE	SOLID WASTE	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (0.02)
37024	07/25/2023	FINANCE	SUPP LAW ENF	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (1.72)
37024	07/25/2023	FINANCE	WATER FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (73.27)
37024	07/25/2023	FINANCE	AIRPORT OPER FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (0.04)
37024	07/25/2023	FINANCE	SEWER FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 709.04
37024	07/25/2023	FINANCE	MEASURE K SALES TAX	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 0.02
37024	07/25/2023	FINANCE	DIAL-A-RIDE	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (0.04)
37024	07/25/2023	FINANCE	FIXED ROUTE	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 56.61
37024	07/25/2023	FINANCE	EQUIPMENT MAINT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 42.97
37024	07/25/2023	FINANCE	FACILITIES MAINT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (0.01)
37024	07/25/2023	FINANCE	COMPUTER ACQ & MAINT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (13.30)
37024	07/25/2023	FINANCE	LOCAL TRANS FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (1.25)
37024	07/25/2023	FINANCE	MADERA TRANSIT CENTER	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 13.71
37024	07/25/2023	FINANCE	DRAINAGE OPS	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (0.01)
37024	07/25/2023	FINANCE	GENERAL FUND - GRANTS	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 10.28
37024	07/25/2023	FINANCE	PD GRANTS	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ 62.10
37024	07/25/2023	FINANCE	DUI ENF & AWARENESS	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES AND USE TAX PAYABLE FY 22-23	\$ (0.03)
37025	07/25/2023	GRANTS	CDBG PUBLIC SVC	OLIVE CHARITABLE ORGANIZATION	CDBG 22-23 - BENNET HOUSE	\$ 10,795.90
37026	07/25/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 6,900.00
37027	07/25/2023	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 155.15

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37027	07/25/2023	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 159.55
37027	07/25/2023	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 787.35
37027	07/25/2023	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 20.53
37027	07/25/2023	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 116.30
37027	07/25/2023	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 569.15
37027	07/25/2023	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 765.20
37027	07/25/2023	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 910.45
37027	07/25/2023	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 1,451.92
37027	07/25/2023	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 368.30
37027	07/25/2023	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 53.25
37027	07/25/2023	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 711.29
37027	07/25/2023	FINANCE	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 238.26
37027	07/25/2023	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 763.27
37027	07/25/2023	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	06/23 UNIFORM SERVICES	\$ 159.25
37028	07/25/2023	HR/RISK MGT	MEAS K - PD	SARAH SARQUIZ	TUITION REIMBURSEMENT	\$ 375.00
37029	07/25/2023	CITY ADMIN	PLANNING	BALWINDER SINGH	PER DIEM - 2023 PLANNING COMMISSIONERS ACADEMY	\$ 42.00
37030	07/25/2023	CITY ADMIN	PLANNING	JOSE CHAVEZ	PER DIEM - 2023 PLANNING COMMISSIONERS ACADEMY	\$ 74.00
37031	07/25/2023	CITY ADMIN	PLANNING	SAIM MOHAMMAD	PER DIEM - 2023 PLANNING COMMISSIONERS ACADEMY	\$ 74.00
37032	07/25/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	\$ 1,140.00
37032	07/25/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	\$ 7,353.00
37033	07/25/2023	PW ADMIN	WATER OPS	GARCIA, OSCAR	PER DIEM - CWEA TRI-STATE SEMINAR	\$ 276.00
37034	07/25/2023	FINANCE	AIRPORT OPS	AT&T	04/23 SERVICE 831-000-6408-576	\$ 542.26
37034	07/25/2023	FINANCE	AIRPORT OPS	AT&T	05/23 SERVICE 831-000-6408-576	\$ 542.26
37034	07/25/2023	FINANCE	AIRPORT OPS	AT&T	06/23 SERVICE 831-000-6408-576	\$ 542.26
37034	07/25/2023	FINANCE	BUILDING	AT&T	04/23 SERVICE 831-000-6408-576	\$ 110.34
37034	07/25/2023	FINANCE	BUILDING	AT&T	05/23 SERVICE 831-000-6408-576	\$ 110.34
37034	07/25/2023	FINANCE	BUILDING	AT&T	06/23 SERVICE 831-000-6408-576	\$ 110.34
37034	07/25/2023	FINANCE	CITY ATTORNEY	AT&T	04/23 SERVICE 831-000-6408-576	\$ 35.94
37034	07/25/2023	FINANCE	CITY ATTORNEY	AT&T	05/23 SERVICE 831-000-6408-576	\$ 35.94
37034	07/25/2023	FINANCE	CITY ATTORNEY	AT&T	06/23 SERVICE 831-000-6408-576	\$ 35.94
37034	07/25/2023	FINANCE	CITY CLERK	AT&T	04/23 SERVICE 831-000-6408-576	\$ 30.27
37034	07/25/2023	FINANCE	CITY CLERK	AT&T	05/23 SERVICE 831-000-6408-576	\$ 30.27
37034	07/25/2023	FINANCE	CITY CLERK	AT&T	06/23 SERVICE 831-000-6408-576	\$ 30.27
37034	07/25/2023	FINANCE	CODE ENF	AT&T	04/23 SERVICE 831-000-6408-576	\$ 604.68
37034	07/25/2023	FINANCE	CODE ENF	AT&T	05/23 SERVICE 831-000-6408-576	\$ 604.68
37034	07/25/2023	FINANCE	CODE ENF	AT&T	06/23 SERVICE 831-000-6408-576	\$ 604.68
37034	07/25/2023	FINANCE	COMM & REC	AT&T	04/23 SERVICE 831-000-6408-576	\$ 1,689.20
37034	07/25/2023	FINANCE	COMM & REC	AT&T	05/23 SERVICE 831-000-6408-576	\$ 1,689.20
37034	07/25/2023	FINANCE	COMM & REC	AT&T	06/23 SERVICE 831-000-6408-576	\$ 1,689.20
37034	07/25/2023	FINANCE	COMPUTER MAINT	AT&T	04/23 SERVICE 831-000-6408-576	\$ 114.13
37034	07/25/2023	FINANCE	COMPUTER MAINT	AT&T	05/23 SERVICE 831-000-6408-576	\$ 114.13
37034	07/25/2023	FINANCE	COMPUTER MAINT	AT&T	06/23 SERVICE 831-000-6408-576	\$ 114.13

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37034	07/25/2023	FINANCE	ENGINEERING	AT&T	04/23 SERVICE 831-000-6408-576	\$ 253.47
37034	07/25/2023	FINANCE	ENGINEERING	AT&T	05/23 SERVICE 831-000-6408-576	\$ 253.47
37034	07/25/2023	FINANCE	ENGINEERING	AT&T	06/23 SERVICE 831-000-6408-576	\$ 253.47
37034	07/25/2023	FINANCE	FINANCE	AT&T	04/23 SERVICE 831-000-6408-576	\$ 86.38
37034	07/25/2023	FINANCE	FINANCE	AT&T	05/23 SERVICE 831-000-6408-576	\$ 86.38
37034	07/25/2023	FINANCE	FINANCE	AT&T	06/23 SERVICE 831-000-6408-576	\$ 86.38
37034	07/25/2023	FINANCE	FIRE	AT&T	04/23 SERVICE 831-000-6408-576	\$ 1,085.15
37034	07/25/2023	FINANCE	FIRE	AT&T	05/23 SERVICE 831-000-6408-576	\$ 1,085.15
37034	07/25/2023	FINANCE	FIRE	AT&T	06/23 SERVICE 831-000-6408-576	\$ 1,085.15
37034	07/25/2023	FINANCE	GRANT OVERSIGHT	AT&T	04/23 SERVICE 831-000-6408-576	\$ 105.93
37034	07/25/2023	FINANCE	GRANT OVERSIGHT	AT&T	05/23 SERVICE 831-000-6408-576	\$ 105.93
37034	07/25/2023	FINANCE	GRANT OVERSIGHT	AT&T	06/23 SERVICE 831-000-6408-576	\$ 105.93
37034	07/25/2023	FINANCE	HR/RISK MGT	AT&T	04/23 SERVICE 831-000-6408-576	\$ 71.88
37034	07/25/2023	FINANCE	HR/RISK MGT	AT&T	05/23 SERVICE 831-000-6408-576	\$ 71.88
37034	07/25/2023	FINANCE	HR/RISK MGT	AT&T	06/23 SERVICE 831-000-6408-576	\$ 71.88
37034	07/25/2023	FINANCE	PLANNING	AT&T	04/23 SERVICE 831-000-6408-576	\$ 92.69
37034	07/25/2023	FINANCE	PLANNING	AT&T	05/23 SERVICE 831-000-6408-576	\$ 92.69
37034	07/25/2023	FINANCE	PLANNING	AT&T	06/23 SERVICE 831-000-6408-576	\$ 92.69
37034	07/25/2023	FINANCE	UB - GARBAGE	AT&T	04/23 SERVICE 831-000-6408-576	\$ 210.60
37034	07/25/2023	FINANCE	UB - GARBAGE	AT&T	05/23 SERVICE 831-000-6408-576	\$ 210.60
37034	07/25/2023	FINANCE	UB - GARBAGE	AT&T	06/23 SERVICE 831-000-6408-576	\$ 210.60
37034	07/25/2023	FINANCE	UB - SEWER	AT&T	04/23 SERVICE 831-000-6408-576	\$ 210.60
37034	07/25/2023	FINANCE	UB - SEWER	AT&T	05/23 SERVICE 831-000-6408-576	\$ 210.60
37034	07/25/2023	FINANCE	UB - SEWER	AT&T	06/23 SERVICE 831-000-6408-576	\$ 210.60
37034	07/25/2023	FINANCE	UB - WATER	AT&T	04/23 SERVICE 831-000-6408-576	\$ 421.20
37034	07/25/2023	FINANCE	UB - WATER	AT&T	05/23 SERVICE 831-000-6408-576	\$ 421.20
37034	07/25/2023	FINANCE	UB - WATER	AT&T	06/23 SERVICE 831-000-6408-576	\$ 421.20
37034	07/25/2023	FINANCE	CITY MANAGER	AT&T	04/23 SERVICE 831-000-6408-576	\$ 35.94
37034	07/25/2023	FINANCE	CITY MANAGER	AT&T	05/23 SERVICE 831-000-6408-576	\$ 35.94
37034	07/25/2023	FINANCE	CITY MANAGER	AT&T	06/23 SERVICE 831-000-6408-576	\$ 35.94
37034	07/25/2023	FINANCE	PD OPS	AT&T	04/23 SERVICE 831-000-6408-576	\$ 604.68
37034	07/25/2023	FINANCE	PD OPS	AT&T	05/23 SERVICE 831-000-6408-576	\$ 604.68
37034	07/25/2023	FINANCE	PD OPS	AT&T	06/23 SERVICE 831-000-6408-576	\$ 604.68
37035	07/25/2023	FINANCE	COMM & REC	AT&T	06/23 CALNET 3 SVS 9391026396	\$ 259.89
37035	07/25/2023	FINANCE	SR CITIZEN COMM	AT&T	06/23 CALNET 3 SVS 9391026398	\$ 24.44
37035	07/25/2023	FINANCE	SR CITIZEN COMM	AT&T	06/23 CALNET 3 SVS 9391026403	\$ 27.17
37035	07/25/2023	FINANCE	PD OPS	AT&T	06/23 CALNET 3 SVS 9391026401	\$ 24.43
37035	07/25/2023	FINANCE	PD OPS	AT&T	06/23 CALNET 3 SVS 9391059143	\$ 2,502.21
37036	07/25/2023	FINANCE	BUILDING	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 149.88
37036	07/25/2023	FINANCE	CITY CLERK	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 89.86
37036	07/25/2023	FINANCE	CITY COUNCIL	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 281.68
37036	07/25/2023	FINANCE	CODE ENF	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 44.93

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37036	07/25/2023	FINANCE	COMPUTER MAINT	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 515.37
37036	07/25/2023	FINANCE	ENGINEERING	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 285.01
37036	07/25/2023	FINANCE	FACILITIES MAINT	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 790.23
37036	07/25/2023	FINANCE	FINANCE	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 185.09
37036	07/25/2023	FINANCE	FLEET MAINT	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 44.93
37036	07/25/2023	FINANCE	GRANT OVERSIGHT	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 94.89
37036	07/25/2023	FINANCE	HR/RISK MGT	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 90.20
37036	07/25/2023	FINANCE	PARKS	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 195.06
37036	07/25/2023	FINANCE	PLANNING	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 44.93
37036	07/25/2023	FINANCE	STREETS	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 49.96
37036	07/25/2023	FINANCE	UB - GARBAGE	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 11.23
37036	07/25/2023	FINANCE	UB - SEWER	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 11.23
37036	07/25/2023	FINANCE	UB - WATER	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 22.47
37036	07/25/2023	FINANCE	WWTP	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 49.96
37036	07/25/2023	FINANCE	CITY MANAGER	AT&T	06/23 FIRSTNET SVS 287302656036	\$ 90.20
37036	07/25/2023	FINANCE	PD OPS	AT&T	06/23 FIRSTNET SVS 287302965625	\$ 5,776.47
37037	07/25/2023	PW ADMIN	AIRPORT CAPITAL PROJECTS	AGEE CONSTRUCTION CO.,INC	MADERA MUNICIPAL AIRPORT - DRAINAGE	\$ 91,490.89
37038	07/25/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	COPIER TONER	\$ 386.45
37039	07/25/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 194.50
37040	07/25/2023	PD OPS	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 06/23	\$ 616.00
37040	07/25/2023	PD OPS	MEAS K - PD	CA DEPARTMENT OF JUSTICE	06/23 BLOOD ALCOHOL ANALYSIS	\$ 1,890.00
37041	07/25/2023	PD OPS	PD OPS	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	\$ 2,250.00
37042	07/25/2023	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - AIRPORT	\$ 113.50
37042	07/25/2023	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FBSC	\$ 325.75
37042	07/25/2023	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PANAM	\$ 702.80
37042	07/25/2023	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - MILLVIEW	\$ 113.50
37042	07/25/2023	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - JWYC	\$ 782.45
37042	07/25/2023	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PCS	\$ 113.50
37042	07/25/2023	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - ENG	\$ 113.50
37042	07/25/2023	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - RDA	\$ 113.50
37042	07/25/2023	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY YARD	\$ 113.50
37042	07/25/2023	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #6	\$ 113.50
37042	07/25/2023	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #7	\$ 113.50
37042	07/25/2023	FACILITIES	GRANT OVERSIGHT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - INTERMODAL	\$ 267.70
37042	07/25/2023	FACILITIES	UB - WATER	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL FINANCE	\$ 548.00
37042	07/25/2023	FACILITIES	WATER OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW WATER	\$ 356.80
37042	07/25/2023	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	\$ 1,166.28
37042	07/25/2023	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD SIU	\$ 113.50
37043	07/25/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTRNSHP OF MADERA	CDBG FY 22/23 FRESNO MADERA CONTINUUM OF CARE	\$ 15,177.24
37043	07/25/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTRNSHP OF MADERA	CDBG Q3 FY 22/23 HOUSING STABILIZATION CV3	\$ 6,591.06
37044	07/25/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/23	\$ 87.50
37044	07/25/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/23	\$ 21.88

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37044	07/25/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/23	\$ 21.88
37044	07/25/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/23	\$ 43.74
37045	07/25/2023	PW ADMIN	COMPUTER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 25.00
37045	07/25/2023	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 73.12
37045	07/25/2023	PW ADMIN	FLEET MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 47.50
37045	07/25/2023	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 73.12
37045	07/25/2023	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 73.13
37045	07/25/2023	PW ADMIN	TRANS - FIXED	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 20.00
37045	07/25/2023	PW ADMIN	TRANS - DAR	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 20.00
37045	07/25/2023	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 73.13
37046	07/25/2023	FLEET MAINT	FLEET MAINT	FRESNO TRUCK CENTER	MISCELLANEOUS SERVICE/PARTS	\$ 2,930.94
37046	07/25/2023	FLEET MAINT	STREET CLEANING	FRESNO TRUCK CENTER	MISCELLANEOUS SERVICE/PARTS	\$ 2,364.59
37047	07/25/2023	FACILITIES	CENTRAL ADMIN	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - CITY HALL	\$ 1,127.51
37047	07/25/2023	FACILITIES	FACILITIES MAINT	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PW	\$ 987.99
37047	07/25/2023	FACILITIES	SEWER OPS	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PW	\$ 1,206.23
37047	07/25/2023	FACILITIES	WATER OPS	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PW	\$ 1,160.00
37048	07/25/2023	BUILDING	BUILDING	INTERNATIONAL CODE COUNCIL INC	GOVERNMENTAL MEMBER	\$ 265.00
37049	07/25/2023	GRANTS	CDBG PUBLIC SVC	PARKS & COMMUNITY SERVICES DPT	CDBG FY 21/22 Q1-Q4 SENIOR SERVICES	\$ 7,724.26
37049	07/25/2023	GRANTS	SR CITIZEN COMM	PARKS & COMMUNITY SERVICES DPT	CDBG FY 21/22 Q1-Q4 SENIOR SERVICES	\$ 13,124.26
37050	07/25/2023	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 824.25
37051	07/25/2023	GRANTS	CDBG PUBLIC SVC	MADERA COALITION FOR COMM JUSTICE	CDBG FY 22/23 Q1-Q4 MRAP	\$ 31,802.50
37051	07/25/2023	GRANTS	CDBG PUBLIC SVC	MADERA COALITION FOR COMM JUSTICE	CDBG FY 22/23 Q1-Q4 YOUTH LEADERSHIP ART PROJECT	\$ 5,000.00
37052	07/25/2023	GRANTS	REVOLVING LOAN FUND	MADERA COUNTY E D C	RFL FY 22/23 Q1-Q4 PROGRAM ADMIN	\$ 4,185.98
37053	07/25/2023	WATER OPS	WATER OPS	MADERA PUMPS, INC.	WELL #33 MAINTENANCE	\$ 106.25
37054	07/25/2023	GRANTS	CDBG PUBLIC SVC	MADERA RESCUE MISSION, INC.	CDBG FY 22/23 HOMELESS PROGRAM	\$ 1,171.00
37055	07/25/2023	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 169.68
37056	07/25/2023	PD OPS	SUPP LAW ENF	OCCU-MED, LTD.	EXAM SERVICES	\$ 2,514.00
37057	07/25/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 100.72
37057	07/25/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 1,072.65
37057	07/25/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 2,503.69
37057	07/25/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 1,219.96
37057	07/25/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/23 SERVICE 5207933925-6	\$ 48.94
37057	07/25/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/23 SERVICE 9787342989-4	\$ 123.31
37057	07/25/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 31,344.81
37057	07/25/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 2,062.79
37057	07/25/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 1,419.63
37057	07/25/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 56.98
37057	07/25/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/23 SERVICE 8675479583-8	\$ 47.68
37057	07/25/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 13,029.94
37057	07/25/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 3,072.73
37057	07/25/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 198.16
37057	07/25/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 178.32

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37057	07/25/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 205,661.57
37057	07/25/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 184.44
37057	07/25/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 11.31
37057	07/25/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 33.79
37057	07/25/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 23.89
37057	07/25/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 12.12
37057	07/25/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 59.21
37057	07/25/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 44.61
37057	07/25/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 33.79
37057	07/25/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 11.14
37057	07/25/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 72.76
37057	07/25/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 12.32
37057	07/25/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 75.66
37057	07/25/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 25.64
37057	07/25/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 3533032414-2	\$ 150.76
37057	07/25/2023	FINANCE	ZONE 39 ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 6948316261-1	\$ 19.47
37058	07/25/2023	PD OPS	MEAS K - PD	PROFORCE	MISC PD EQUIPMENT	\$ 1,770.97
37058	07/25/2023	PD OPS	PD OPS	PROFORCE	MISC PD EQUIPMENT	\$ 482.69
37058	07/25/2023	PD OPS	PD OPS	PROFORCE	FIREARMS	\$ 21,194.49
37059	07/25/2023	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL CONSULTING SERVICES	\$ 1,190.20
37060	07/25/2023	FLEET MAINT	FLEET MAINT	SEQUOIA EQUIPMENT CO. INC	MISCELLANEOUS SERVICE/PARTS	\$ 621.72
37060	07/25/2023	FLEET MAINT	FLEET MAINT	SEQUOIA EQUIPMENT CO. INC	#4701 BACKHOE FIRE DAMAGE REPAIRS	\$ 19,518.01
37061	07/25/2023	WWTP	WWTP	SPARKLETTS	LAB & DRINKING WATER	\$ 68.63
37062	07/25/2023	FLEET MAINT	FLEET MAINT	SILVA'S AUTO BODY	UNIT #6009 ACCIDENT REPAIRS	\$ 3,496.40
37062	07/25/2023	FLEET MAINT	PD OPS	SILVA'S AUTO BODY	UNIT #6009 ACCIDENT REPAIRS	\$ 4,894.99
37063	07/25/2023	PW ADMIN	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	WTR TREATMENT CERT FEE T2 - BARKER J	\$ 80.00
37064	07/25/2023	PW ADMIN	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D2 - MEDINA J	\$ 80.00
37065	07/25/2023	PW ADMIN	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	WTR DISTRIBUTION OPERATOR G2 - BARKER J	\$ 65.00
37066	07/25/2023	FACILITIES	FACILITIES MAINT	TESCO CONTROLS, INC.	TRAFFIC SIGNAL INVERTER	\$ 1,840.25
37067	07/25/2023	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 304.51
37068	07/25/2023	PD OPS	MEAS K - PD	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 06/23	\$ 237.00
37069	07/25/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 103.78
37069	07/25/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 38.01
37069	07/25/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 51.89
37069	07/25/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 152.04
37069	07/25/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 1.80
37069	07/25/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 38.01
37069	07/25/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 1.59
37069	07/25/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 51.89
37069	07/25/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 13.80
37069	07/25/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 1.59
37069	07/25/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 1.59

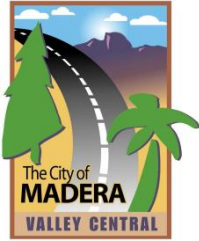
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37069	07/25/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 146.55
37069	07/25/2023	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 38.01
37069	07/25/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 77.07
37069	07/25/2023	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/23-07/10/23	\$ 494.33
37070	07/25/2023	PD OPS	MEAS K - PD	ASSET FORFEITURE/OTHER PD	TOLL FEE	\$ 12.00
37071	07/25/2023	PD OPS	MEAS K - PD	ASSET FORFEITURE/OTHER PD	TOLL FEE	\$ 49.00
37072	07/25/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
37073	07/25/2023	PARKS ADMIN	AQUATICS PROGRM	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 85.00
37074	07/25/2023	PARKS ADMIN	AQUATICS PROGRM	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 102.00
37075	07/25/2023	PARKS ADMIN	AQUATICS PROGRM	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 85.00
37076	07/25/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
302	08/02/2023	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 5.26
302	08/02/2023	FINANCE	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,331.08
302	08/02/2023	FINANCE	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,445.00
302	08/02/2023	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 538.25
302	08/02/2023	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 833.06
302	08/02/2023	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 5,474.51
302	08/02/2023	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 712.08
302	08/02/2023	FINANCE	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,871.82
302	08/02/2023	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 1,081.81
302	08/02/2023	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 138.40
302	08/02/2023	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 138.40
302	08/02/2023	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 6,091.32
302	08/02/2023	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 517.62
302	08/02/2023	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 7,365.22
302	08/02/2023	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 24,630.83
302	08/02/2023	FINANCE	FLEET MOTOR POOL	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 23.00
302	08/02/2023	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 12,280.37
302	08/02/2023	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 1,590.97
302	08/02/2023	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,923.83
302	08/02/2023	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 248.04
302	08/02/2023	FINANCE	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 1,192.39
302	08/02/2023	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 6,780.93
302	08/02/2023	FINANCE	MEAS T - RTP	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 52.50
302	08/02/2023	FINANCE	MEAS T - ENVIRO	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 714.96
302	08/02/2023	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 18,467.16
302	08/02/2023	FINANCE	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 1,446.71
302	08/02/2023	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,034.92
302	08/02/2023	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 23,451.05
302	08/02/2023	FINANCE	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,444.53
302	08/02/2023	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 3,675.63
302	08/02/2023	FINANCE	SPORTS PROGRAMS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 365.41

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
302	08/02/2023	FINANCE	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 3,208.62
302	08/02/2023	FINANCE	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,413.05
302	08/02/2023	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 1,620.00
302	08/02/2023	FINANCE	TIRE CLEAN UP	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 973.35
302	08/02/2023	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 4,248.50
302	08/02/2023	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 3,437.35
302	08/02/2023	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 347.77
302	08/02/2023	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 347.77
302	08/02/2023	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 695.52
302	08/02/2023	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 6,730.51
302	08/02/2023	FINANCE	WATER QUALITY CONTROL	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 5,125.03
302	08/02/2023	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 11,921.84
302	08/02/2023	FINANCE	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 5,989.40
302	08/02/2023	FINANCE	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 976.07
302	08/02/2023	FINANCE	PROP 1B PTMISEA	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 920.98
302	08/02/2023	FINANCE	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 195.00
302	08/02/2023	FINANCE	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 2,832.55
302	08/02/2023	FINANCE	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/23 CALCARD CHARGES	\$ 147.99
FY 23/24						
37077	08/01/2023	PW ADMIN	STREETS	VALDEZ, JAVIER	PER DIEM - CWEA TRI-STATE SEMINAR	\$ 276.00
37078	08/01/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 347.82
37078	08/01/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 3,683.20
37078	08/01/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 7,099.08
37078	08/01/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 2,873.97
37078	08/01/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 219.87
37078	08/01/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 526.23
37078	08/01/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 679.37
37078	08/01/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 679.37
37078	08/01/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 219.87
37078	08/01/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 219.87
37078	08/01/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 439.76
37078	08/01/2023	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 219.84
37078	08/01/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 979.48
37078	08/01/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 589.52
37078	08/01/2023	PW ADMIN	MADERA TRANSIT CENTER	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 1,757.30
37078	08/01/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	07/23 JANITORIAL SERVICES	\$ 4,276.13
37079	08/01/2023	PW ADMIN	STREETS	HICKMAN, JAMIE	PER DIEM - CWEA TRI-STATE SEMINAR	\$ 276.00
37080	08/01/2023	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 2,100.00
37081	08/01/2023	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 3,022.02
37082	08/01/2023	FLEET MAINT	FLEET MAINT	GERARDO YANEZ	REIMBURSEMENT - TOOL ALLOWANCE	\$ 300.00
37083	08/01/2023	PD OPS	CODE ENF	GABRIEL MAYORGA	PER DIEM - CODE ENFORCEMENT MODULE 1	\$ 379.50
37084	08/01/2023	PD OPS	PD OPS	BLAKE SHORT	REIMBURSEMENT - EQUIPMENT	\$ 97.52

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37085	08/01/2023	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	\$ 525.00
37086	08/01/2023	HR/RISK MGT	HR/RISK MGT	JOCELYN E ROLAND PHD	FITNESS FOR DUTY EXAM	\$ 3,487.50
37087	08/01/2023	FLEET MAINT	TRANS - DAR	BUS & EQUIPMENT REPAIR OF CALIFORNIA, INC.	BUS AIR RIDE/SUSPENSION	\$ 2,923.44
37088	08/01/2023	CITY ADMIN	WATER OPS	ISMAEL HERNANDEZ	PER DIEM - PWX CONFERENCE (APWA)	\$ 294.00
37089	08/01/2023	SEWER OPS	SEWER OPS	ADVANCED CAREER INSTITUTE	DRIVING TRAINING	\$ 4,005.00
37089	08/01/2023	STREETS	STREETS	ADVANCED CAREER INSTITUTE	DRIVING TRAINING	\$ 4,005.00
37090	08/01/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 1,140.00
37091	08/01/2023	FINANCE	MEAS K - FIRE	AT&T	07/23 CALNET 3 SVS 9391068734	\$ 49.78
37092	08/01/2023	HR/RISK MGT	PD OPS	ADAMS, MARK	TUITION REIMBURSEMENT	\$ 459.00
37093	08/01/2023	ENGINEERING	WATER CAPITAL OUTLAY	AKEL ENGINEERING GROUP, INC.	AKEL ON-CALL ENG HYDROGEOLOGIC SVCS WELL 37	\$ 15,673.62
37094	08/01/2023	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	06/23 DOJ LIVSCAN FINGERPRINTS	\$ 96.00
37095	08/01/2023	HR/RISK MGT	AIRPORT OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 96,581.99
37095	08/01/2023	HR/RISK MGT	CENTRAL ADMIN	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 419,404.00
37095	08/01/2023	HR/RISK MGT	FIRE	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 27,783.86
37095	08/01/2023	HR/RISK MGT	FLEET MAINT	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 35,722.11
37095	08/01/2023	HR/RISK MGT	INTERMODAL BLDG	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 2,646.08
37095	08/01/2023	HR/RISK MGT	PARKS	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 1,323.04
37095	08/01/2023	HR/RISK MGT	PAYROLL TRUST	CSJVRMA	RESOLUTE GUARD	\$ 4,944.00
37095	08/01/2023	HR/RISK MGT	PAYROLL TRUST	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 502,357.00
37095	08/01/2023	HR/RISK MGT	STREETS	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 7,938.25
37095	08/01/2023	HR/RISK MGT	SEWER OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 35,722.11
37095	08/01/2023	HR/RISK MGT	SOLID WASTE	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 23,814.72
37095	08/01/2023	HR/RISK MGT	STREET CLEANING	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 6,615.21
37095	08/01/2023	HR/RISK MGT	WATER OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 195,810.07
37095	08/01/2023	HR/RISK MGT	WWTP	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 391,620.14
37095	08/01/2023	HR/RISK MGT	PD OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 23/24	\$ 78,059.42
37096	08/01/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 07/21/2023 PAYROLL	\$ 911.08
37097	08/01/2023	FINANCE	PD OPS	COMCAST	07/23 SVS 8155500320092096	\$ 175.86
37098	08/01/2023	HR/RISK MGT	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 290.50
37099	08/01/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	NEW SECURITY CODE FEE - PANAM	\$ 30.00
37099	08/01/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	NEW SECURITY CODE FEE - FBSC	\$ 30.00
37099	08/01/2023	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 63.75
37099	08/01/2023	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 63.75
37099	08/01/2023	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 63.75
37099	08/01/2023	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 63.75
37100	08/01/2023	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	\$ 55.74
37101	08/01/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 07/01/23-07/15/23	\$ 17,860.00
37102	08/01/2023	ENGINEERING	SEWER CAPITAL OUTLAY	FLOYD JOHNSTON CONSTRUCTION CO., INC.	EMERGENCY SEWER REPAIRS - AVE 13	\$ 765,427.53
37103	08/01/2023	FINANCE	PAYROLL TRUST	M.C.E.A.	07/23 MONTHLY DUES	\$ 300.00
37104	08/01/2023	WATER OPS	WATER OPS	WATER CONNECTION INC.	BACKFLOW REPLACEMENT - LTC PARK	\$ 5,877.33
37105	08/01/2023	FINANCE	PAYROLL TRUST	M P O A	07/23 MONTHLY DUES	\$ 6,683.54
37106	08/01/2023	ENGINEERING	ENGINEERING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	\$ 214.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37106	08/01/2023	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - MECHANIC III	\$ 110.20
37106	08/01/2023	HR/RISK MGT	MUSD AFTER SCH PROGRAM	MADERA TRIBUNE	MUSD AFTER SCHOOL HIRING FAIR	\$ 400.00
37107	08/01/2023	ENGINEERING	LTF - STREETS	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - S A ST/S B ST/CLINTON ST	\$ 1,345.00
37108	08/01/2023	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENT	\$ 10,603.00
37108	08/01/2023	PARKS ADMIN	PARKS	O'DELL ENGINEERING, INC.	PARKS DESIGN SERVICES - OLIVE PARK	\$ 3,718.32
37109	08/01/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	07/23 SERVICE 2173157566-4	\$ 2,015.35
37110	08/01/2023	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	\$ 3,877.40
37111	08/01/2023	PW ADMIN	SEWER OPS	ROMERO, ARTURO	PER DIEM - CWEA TRI-STATE SEMINAR	\$ 276.00
37112	08/01/2023	WWTP	SEWER CAPITAL OUTLAY	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING CONSULTING SERVICES	\$ 22,300.00
37113	08/01/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 07/21/23 PAYROLL	\$ 25.00
37114	08/01/2023	GRANTS	MADERA TRANSIT CENTER	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	\$ 150.00
37115	08/01/2023	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 304.51
37116	08/01/2023	PD OPS	PD OPS	WEBSTER, NICHOLAS	PER DIEM - SLI SESSION #3	\$ 258.75
37117	08/01/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 957.00
37118	08/01/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,000.00
37119	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925193	\$ 353.57
37120	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916231	\$ 147.60
37121	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921243	\$ 345.68
37122	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924738	\$ 134.45
37123	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921763	\$ 82.46
37124	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8668714	\$ 22.18
37125	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925205	\$ 129.09
37126	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9902887	\$ 88.16
37127	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 5904271	\$ 116.28
37128	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9907839	\$ 60.73
37129	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924786	\$ 132.34
37130	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918816	\$ 115.76
37131	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922903	\$ 170.82
37132	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923381	\$ 278.28
37133	08/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9920229	\$ 224.91
294	07/24/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	\$ 104.00
294	07/24/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 07/11/2023	\$ 672.98
295	07/24/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/07/2023 PAYROLL	\$ 11,877.88
296	07/24/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 06/23/23 PAYROLL	\$ 30,773.71
297	07/24/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	05/23 MONTHLY DUES	\$ 2,272.50
298	07/24/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/07/2023 PAYROLL	\$ 3,366.58
299	07/24/2023	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	08/23 BENEFIT PREMIUMS	\$ 923.00
299	07/24/2023	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	08/23 BENEFIT PREMIUMS	\$ 382,456.76
299	07/24/2023	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	08/23 BENEFIT PREMIUMS	\$ 923.00
300	07/24/2023	FINANCE	FINANCE	PITNEY BOWES, INC.	PREPAID POSTAGE REFILL	\$ 5,000.00
301	07/24/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 07/18/2023	\$ 300.91
303	08/04/2023	FINANCE	MEAS K - FIRE	BANK OF NEW YORK MELLON	2019 LEASE REVENUE BOND PAYMENT	\$ 77,675.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
304	08/04/2023	FINANCE	FINANCE	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX	\$ 27,205.19
306	08/04/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 07/21/23 PAYROLL	\$ 31,286.38
307	08/04/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 07/28/2023	\$ 698.73
308	08/04/2023	FINANCE	WWTP BOND ADMIN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	\$ 230,305.83
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 4,375,748.83



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission (Commission) met August 1, 2023, and approved eligibility lists for the following:

- Administrative Analyst I
- Human Resources Technician II

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

Table 1: New Hires and Re-hires				
Name	Position	Department	Status*	Effective Date
Enrique Solis	Park Aide	Parks & Community Services	PT	7/3/23
Juan Zapata	Park Aide	Parks & Community Services	PT	7/3/23

Table 1: New Hires and Re-hires, continued

Name	Position	Department	Status*	Effective Date
Jerry Bowles	Park Aide	Parks & Community Services	PT	7/17/23
Adam Sanchez	Intern	Community Development	PT	7/17/23
Cynthia Perez	Lifeguard	Parks & Community Services	PT	7/19/23
Leonel Salvatierra Robles	Park Aide	Parks & Community Services	PT	8/8/23

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

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

Table 2: Promotions, Transfers, or Assignment Changes

Name	Old Position	New Position	Effective Date
Monica Estrada	Program Leader I	Program Leader II	5/28/23
Jeremy Trinh	Police Officer I	Police Officer II	7/2/23
Ruben Hernandez	Police Officer I	Police Officer II	7/2/23
John Botwright	Water System Supervisor	Water & Sewer Operations Manager, out-of-class assignment	7/6/23
Anthony Munoz	Wastewater Treatment Plant Operator II	Wastewater Treatment Plant Operator III	7/6/23
Grace Salazar	Office Assistant, Part-time	Program Leader I	7/29/23

The following employees separated from employment since our last report.

Table 3: Separations

Name	Position	Department	Status*	Effective Date
Irvin Arroyo	Parking Enforcement Officer	Police	PT	7/10/23
Robert Hill	Police Officer II	Police	FT	7/14/23

Table 3: Separations, continued				
Name	Position	Department	Status*	Effective Date
Brian Owens	Mechanic III	Finance – Fleet Division	FT	7/14/23
Miguel Calderon	Park Aide	Parks & Community Services	PT	7/14/23
Eric Brooks	Water & Sewer Operations Manager	Public Works	FT	8/8/23

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

FINANCIAL IMPACT:

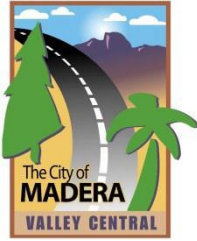
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-4

SUBJECT:

Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

RECOMMENDATION:

Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2

SUMMARY:

The City of Madera and State of California experienced significant storm events and related impacts beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023.

The City of Madera declared a local emergency related to storm impacts incurred during the disaster period. The requested action is to continue the emergency declaration while the City works through project completion for repairs and finalizes disaster assistance through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

DISCUSSION:

California experienced severe winter storms beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023. During the disaster period, the City of Madera experienced significant impacts, including:

- Debris clearing in the storm system, public right-of-way, and park spaces

- Emergency protective measures
- Catastrophic failure of the Avenue 13 sewer trunk line at Granada Drive
- Multiple storm drain line failures and related asphalt and/or sidewalk failures
- Asphalt failure
- Degradation of equipment at the Wastewater Treatment Plant due to additional incoming debris
- Administrative costs associated with the above as well as with administration of the claim for damages with FEMA and CalOES

The City Manager as the Director of Emergency Services initially declared a local disaster for the City of Madera January 27, 2023. This declaration was ratified by the City Council at its meeting February 1, 2023, and has since been extended in compliance with the City's municipal code and FEMA and CalOES requirements. The contemplated action will continue the local emergency as staff works with FEMA and CalOES on projects to repair and mitigate local impacts related to the declared disaster.

FINANCIAL IMPACT:

The recommended action is necessary to ensure specific liability protection, emergency powers of the Emergency Services Director, and potential recovery of eligible costs, if any, from State and Federal emergency funds.

ALTERNATIVES:

Staff does not recommend consideration of other alternatives given alternatives likely would remove reimbursement to the City that may become possible as a result of this action.

ATTACHMENTS:

1. Resolution continuing the Declaration of a Local Emergency for January 2023 winter storms

RESOLUTION NO. 23-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE
EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS
IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2**

WHEREAS, the City of Madera has already been adversely impacted by the effects of other local emergencies such as the recent unexpected closure of Madera Community Hospital and the ongoing COVID-19 pandemic; and

WHEREAS, pursuant to the provisions of Government Code section 8558(b), on January 4, 2023 the Governor of the State of California issued a “Proclamation of a State of Emergency” (“Governor’s Proclamation”) relating to severe winter storms and a series of atmospheric river systems that struck California, bringing high winds, substantial precipitation, and river, stream and urban flooding. The Governor’s Proclamation declared that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, the Director of Emergency Services has found that conditions of extreme peril to the safety of persons and property continue to exist within the City of Madera, caused by a series of extreme winter weather events that started on or about December 27, 2022; and

WHEREAS, these extreme winter storm events also referred to as “Atmospheric Rivers” produced large rainfall totals and wind, leading to localized flooding and storm surges within the City’s critical infrastructure systems; and

WHEREAS, these extreme winter storm events have and may continue to cause damage to the City of Madera and other public and private facilities, including but not limited to roads, critical infrastructure, transportation corridors, and buildings, the extent of which has not been completely compiled; and

WHEREAS, strict compliance with certain Madera Municipal Code (“MMC”) and other City regulations would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the severe winter storms, which issue cannot be timely addressed absent a declaration of emergency; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the severe winter storms; and

WHEREAS, local resources have been and will continue to be deployed by the City of Madera to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; and

WHEREAS, it has now been found that local resources will be unable to cope with the catastrophic effects of this emergency; and

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the

Director of Emergency Services for the City of Madera; and

WHEREAS, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04(A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of the City of Madera; and

WHEREAS, on January 27, 2023, the City Council was not in session, and the City's Director of Emergency Services declared a local emergency thereby activating the Emergency Operations Center; and

WHEREAS, pursuant to Government Code Section 8630 and MMC Section 3-2.04(A), a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

WHEREAS, the health, safety and welfare of City residents, businesses, visitors and staff are of utmost importance to the City and additional future measures may be needed to protect the community. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the present storm-related state of emergency. The City may require additional assistance in the future, and proclamation of local emergency allows additional resources to flow to the City in a timely manner; and

WHEREAS, the Director of Emergency Services requests that the City Council continue the declaration of a state of local emergency for the City of Madera as impacts from the storm events are evaluated, repaired, and or mitigated; and

WHEREAS, after consideration of all facts reasonably available for review and all items, the City Council of the City of Madera now desires to continue the proclamation and reaffirm the existence of a state of emergency throughout the City to make additional resources available to address the disaster impacts of the above-described 2023 winter storms, ratify the proclamation of the Director of Emergency Services made on January 27, 2023, and affirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023 when Governor Newsom declared the existence of a state of emergency for the State of California.

NOW, THEREFORE, be it resolved by the City Council of the City of Madera as follows:

1. Recitals. The above recitals true and correct and incorporated herein as findings by the City Council.
2. Proclamation of Local Emergency. The actual existence of conditions of extreme peril to the safety of persons and property have arisen within the City of Madera, caused by the effects of the above-described 2023 winter storms. The City Council, based upon the foregoing, now does proclaim, declare and affirm the continuing existence of a local emergency throughout the City.
3. Ratification. The aforementioned conditions of extreme peril warranted and necessitated the extension of the proclamation of the existence of a local emergency throughout the City of Madera

by the City's Director of Emergency Services on January 27, 2023. The City Council of the City of Madera does hereby ratify and affirm the need to continue the proclamation of a local emergency throughout the City of Madera.

4. Effective Date of Local Emergency. The City Council of the City of Madera does hereby extend and reaffirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023, when the Governor of the State of California originally declared the existence of a state of emergency for the State of California, for the reasons articulated in the Governor's Proclamation of the existence of a state of emergency for the State of California on January 4, 2023, the reasons articulated herein, and for the reasons in the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services proclaimed on January 27, 2023.

5. Authority. During the existence of said local emergency, the powers, authority, functions and duties of the Director of Emergency Services and the City's emergency services organizations shall be those prescribed by state law, City ordinances, resolutions, and approved plans of the City in order to mitigate the effects of said local emergency. In this regard, the Council desires to make clear the powers, functions, and duties include:

a. As necessary for the public health, life, and property, entering into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the severe weather conditions. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, as well as any City procurement or related policy, are suspended to the extent reasonably necessary to address the effects of the severe weather conditions.

b. The Emergency Services Director is expressly authorized to assist with any lawful order, including the enforcement of an order issued by Governor's Proclamation.

c. The designation and authorization of Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, as the Local Hazard Mitigation Coordinator of the City of Madera is reaffirmed, including for the purposes of i) assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions; and ii) authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance

6. Duration. Per Government Code Section 8630, this ratification of the proclamation of local emergency shall expire in sixty (60) days unless extended by the City Council. At the direction of the Emergency Services Director, City Staff are directed to return this item for Council review of the need for continuing the local emergency prior to the expiration of the sixty (60) days period.

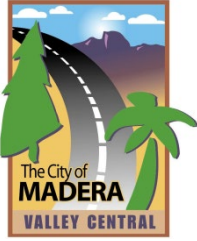
7. Notice to Agencies. In accordance to the California Disaster Assistance Act and the Stafford Act, the Emergency Services Director is authorized to send a copy of this ratification of a proclamation of local emergency be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State

and Federal resources and any other appropriate federal disaster relief programs. A copy of this Resolution shall be forwarded to the Madera County Office of Emergency Services.

8. Severability. If any subsection, sentence, clause, phrase, or word of this Resolution or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Resolution.

9. Effective Date of Resolution. This Resolution shall be effective immediately upon passage and adoption. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

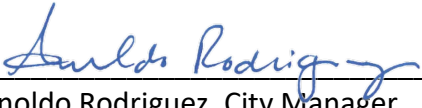
10. Publication. This Resolution and its contents will be published and promulgated in as widespread a manner as is reasonably feasible under the conditions prevailing during this local emergency.



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 16, 2023


Arnoldo Rodriguez, City Manager

Agenda Number: B-5

SUBJECT:

Local state of emergency related to the closure of Madera Community Hospital

RECOMMENDATION:

Adopt a Resolution continuing to support Madera County's Proclamation of a local emergency due to the closure of Madera Community Hospital for 30 days.

SUMMARY:

On January 18, 2023, the Council adopted a resolution supporting a Madera County Proclamation of the existence of a local emergency due to the closure of Madera Community Hospital (MCH) and formalizing the City's stance on the local emergency. Furthermore, the approval of the Resolution demonstrates support for any requests for state and federal funding to reopen MCH or for alternative healthcare options for the residents of Madera. Legislative bodies are required by the Office of Emergency Services to approve a Resolution to extend the state of emergency every 30 days until termination. Council last approved a Resolution extending this State of Emergency on June 21, 2023.

BACKGROUND:

During a Public Comment portion of the August 3, 2022, Council meeting, Madera Community Hospital (MCH) informed the Council of the financial hardship it faced due to the COVID-19 pandemic and requested \$1 million in American Rescue Plan Act (ARPA) to allow continued operations while its affiliation with St. Agnes Medical Center/Trinity Health was under consideration with the State Attorney General. MCH accrued millions of dollars in debt due to labor cost inflation, costly treatment, and shouldering the cost of intensive care services for COVID-19 cases. The Hospital attributes the years of accumulated liability to its high census of Medi-Cal patients and low reimbursement rates.

Subsequently, at Council's direction, relief funding was revisited for further consideration on September 21, 2022, where MCH provided additional details that justified the request for \$1

million in ARPA funds. Considering that 100 percent of ARPA funds received by the City were previously allocated to the City's Sewer and Water Enterprise Funds for public infrastructure projects to lower utility rates, and that any reallocation of monies would not sustain a long-term solution for MCH, the Council elected to sponsor the MCH/Trinity Health affiliation with a Letter of Support in lieu of reallocating ARPA funding.

In the interim, City Staff facilitated meetings with MCH and local, regional, and state officials to identify alternative funding options MCH may either apply for or be entitled to, which included:

- MCH was owed \$23 million from the State to which Senator Caballero's office is intervening to expedite these funds.
- If additional funding was not received, MCH had funding to operate until mid November.
- The requested allocation of \$1 million from the City would have allowed the hospital to operate for an additional 1-2 weeks.
- Potential Federal Emergency Management Agency (FEMA) funding for COVID relief had not been previously sought by MCH when these funds were made available for application. Congressman Jim Costa's office recommended that MCH urgently apply, as the Hospital had not tapped into this funding source.
- \$5 million in state funding secured by Assemblyman Bigelow and Senator Caballero for immediate debt relief.
- MCH received a loan of \$15 million from Trinity Health to ensure continued operations while the merger was under consideration.

MCH entered into discussions of an affiliation agreement with Trinity Health/St. Agnes Medical Center to alleviate its financial burden and to provide continuity of care for its patients. Under State law, the affiliation agreement was subject to the California Attorney General's approval. Attorney General Rob Bonta conditionally approved the agreement; however, based on the conditions set forth, Trinity Health Corporation elected to abandon the affiliation, causing MCH to cease operations and close its facilities indefinitely.

Upon this decision, MCH advised their agency partners that they would file for Chapter 11 bankruptcy. The Hospital's closure leaves approximately 160,000 Madera County residents and surrounding communities without full-service healthcare facilities, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the closure of MCH poses numerous challenges to the delivery of public health services to the community. These include, but are not limited to, the following:

1. Mandated services to the medically indigent;
2. Medical facility for 72-hour crisis holds for adults and children;
3. Delays in response times for Emergency Medical Services Personnel;
4. Strain to surrounding healthcare facilities and increased patient volume;
5. Rerouting of local law enforcement from other matters of public safety to health-care related emergencies;
6. Overall negative impact on health outcomes for all residents.

In response to the immediate risk to public health and safety, Council adopted a resolution supporting the County's declaration of a Local State of Emergency and authorized City resources and staff time for a partnership with Madera County to evaluate potential healthcare options. As required by the California Office of Emergency Services (OES), declarations of local emergencies must be approved by Resolution every 30 days until terminated. Due to the absence of a full-service hospital and life-saving services outlined above, Staff finds reason to continue the local emergency and support the need for state and federal funding. Staff recommends Council adopt a resolution supporting the local public health emergency declared upon the closure of Madera Community Hospital, extending the period for an additional 30 days.

DISCUSSION:

Upon the closure of MCH, Sherriff Pogue proclaimed a local state of emergency in his role as Director of Emergency Services for Madera County. The Madera County Board of Supervisors (BOS) ratified the Sherriff's action on January 3, 2023. At the BOS meeting on January 10, 2023, County staff received direction to study potential options and alternatives for providing emergency and hospital medical services for the citizens of Madera. Council also adopted a Resolution supporting the County's Proclamation, recognizing the existence of a local Emergency in Madera on January 18, 2023. In addition, Council authorized the City Manager to allocate staff time and up to \$60,000 in resources to partner with the County in evaluating potential options for healthcare and emergency medical care services for Madera residents.

It should be noted that the closure of MCH had an immediate regional effect on neighboring hospitals and health care facilities that struggled to treat the overflow of patients. To that extent, on January 3, 2023, the Fresno County Board of Supervisors (FCBOS) proclaimed the existence of a local emergency, partly due to the closure of MCH, which compounded an already overextended public health crisis caused by ongoing COVID-19, flu, and respiratory illness outbreaks. Shortly thereafter, Congressman Costa and Congressman-elect Duarte co-authored a letter to the US Department of Health and Human Services and Centers for Medicare and Medicaid Services to highlight the dire situation and request that the agencies give the current medical crisis in Madera their full attention and evaluate options to provide emergency relief. The County of Fresno elected to terminate the local state of emergency regarding its hospitals on February 7, 2023, however, Madera residents continue to lack essential medical services and resources to travel to the nearest hospital.

Immediately following its closure, MCH attempted to secure new affiliation partners and alternative funding options; however, failed to draw interested suitors. As a result, MCH filed for Chapter 11 bankruptcy in early March and continues to undergo bankruptcy proceedings to date. Upon the closure and bankruptcy filing, state representatives, public agencies and private citizens drew widespread attention to the lack of medical resources in Madera, and as a result, on May 15, 2023, Governor Gavin Newsom signed Assembly Bill 112. AB 112 established the new, \$150 million Distressed Hospital Loan Program (DHLP) to provide zero-interest cash flow loans to nonprofit or public hospitals experiencing extreme financial distress. The State Budget also took

into consideration several other California hospitals in danger of closing and allocated an additional \$150 million from the Managed Care Organization Tax, bringing the total available funding to \$300 million.

Subsequently, Madera Community Hospital applied for rescue funding from the DHLP for \$80 million and has entered into an initial, non-binding letter of intent with Adventist Health to take over operations and management of Madera Community Hospital. Based on a [statement](#) released by the CEO of Adventist Health, Kerry Heinrich, the agreement appears to be contingent on MCH securing state funding from the DHLP. As both endeavors are in the early stages, there remains no clear date for reopening MCH. Patients suffering from acute or medical emergencies are left with limited healthcare options in the city in which they reside. Staff feels this presents a dire situation necessitating the need to continue declaring a local health emergency until DHLP funding is allocated and implemented, and until such time that Adventist Health can legally assume operational management to resume the provision of healthcare for Madera residents.

FINANCIAL IMPACT:

Council authorized the City Manager to allocate staff time and up to \$60,000 for collaboration with County leaders and staff to evaluate and identify a path forward concerning the Hospital and alternative medical care. To date, said funds have not been spent.

ALTERNATIVES:

Alternatively, Council may elect to terminate the existing Resolution supporting the County's local emergency proclamation.

ATTACHMENTS:

1. Resolution supporting the County's Proclamation of Local Emergency extending the period for an additional 30 days.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A
LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY
HOSPITAL FOR A PERIOD OF 30 DAYS**

WHEREAS, on December 29, 2022, the Madera County Sheriff/Madera County Director of Emergency Services declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the sudden and unexpected closure of Madera Community Hospital, the City's only general acute care hospital and emergency room that provided services to both adults and children; and

WHEREAS, the Madera County Board of Supervisors ratified the declaration of a local emergency on January 3, 2023, related to the closure of Madera Community Hospital; and

WHEREAS, the City Council of the City of Madera hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the closure of Madera Community Hospital; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the City have resulted from and continue due to the sudden termination of emergency and other medical services at Madera Community Hospital, thereby causing significant and unanticipated strain and depletion of local resources and the conditions warrant and necessitate supporting the declaration of a local emergency; and

WHEREAS, the closure of Madera Community Hospital came at a time when the region's healthcare network was already significantly strained by ongoing cases of COVID-19, flu, and respiratory viruses; and

WHEREAS, the Fresno County Board of Supervisors declared an emergency on January 3, 2023, related to the current healthcare crisis affecting medical facilities in their County, compounded by the closure of Madera Community Hospital.

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 the closure of Madera Community Hospital set forth in the Madera County Sheriff's Proclamation of Emergency are ongoing and are recognized as an imminent threat to our citizens.

Section 3. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Madera County Board of Supervisors and the City affirms, authorizes, and acknowledges the existence of a local emergency throughout the City.

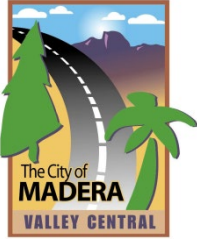
Section 4. The City Council further requests that the Governor make available any State assistance programs and seek additional Federal assistance programs to provide relief to the public agencies and private individuals that have been or will be harmed by this emergency.

Section 5. The City Council supports the proclamation issued by Sherriff Pogue on December 29, 2022, ratified by the Madera County Board of Supervisors on January 3, 2023.

Section 6. The City Clerk is directed to provide a certified copy of this resolution to Madera County, Fresno County, and all state and federal legislative representatives for the City of Madera.

Section 7. This resolution is effective immediately upon adoption.

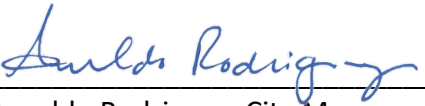
* * * *



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 16, 2023



Arnaldo Rodriguez, City Manager

Agenda Number: B-6

SUBJECT:

Letter of Support for Distressed Hospital Loan funding for Madera Community Hospital

RECOMMENDATION:

Adopt a Minute Order authorizing the City to submit a letter of support for Madera Community Hospital's request for \$80 million in state funding from the Distressed Hospital Loan Program

SUMMARY:

During the Public Comment portion of the August 3, 2022, Council meeting, Chief Executive Officer, Karen Paolinelli, informed the City and Council of the financial hardship Madera Community Hospital (MCH) faced as a result of shouldering the cost of pandemic related treatment and rising labor inflation rates. Concurrently, MCH attempted to secure an affiliation agreement with Trinity Health, while also requesting funding for the hospital to remain in operation while settlement talks ensued. The agreement received conditional approval from the State Attorney General's office; however, Trinity Health elected not to proceed with the affiliation agreement, leading MCH to announce its closure in December of 2022. Following the closure, MCH filed for Chapter 11 bankruptcy in March of 2023, and continues to undergo those proceedings to date. The Hospital remains shuttered to the public, while it has attempted to secure new affiliation partners and alternative funding options.

Upon news of the closure, state representatives, public agencies and private citizens drew widespread attention to the lack of medical resources in Madera, and as a result, the State Assembly put forth Assembly Bill 112, which established the Distressed Hospital Loan Program (Program). Madera Community Hospital submitted an application for \$80 million in state funding through this Program and on July 28, 2023, Vice Chair of MCH Board of Trustees, Stell Manfredi, requested a letter of support on behalf of City, affirming their support for state funding for Madera Community Hospital.

BACKGROUND:

On May 15, Governor Newsom signed Assembly Bill (AB) 112, which established the Distressed Hospital Loan Program. The Bill appropriates \$150 million for the loan program that provides interest-free cash-flow loans to qualifying not-for-profit and public hospitals in financial distress or to governmental entities representing a closed hospital to help reopen the closed hospital.

Under AB 112, eligible hospitals may apply for loans through the Department of Health Care Access and Information (HCAI), which, in collaboration with the California Health Facilities Financing Authority (CHFFA), established an application process and a methodology for determining a hospital's eligibility and the size of the loan. As part of the loan application process, hospitals are required to demonstrate their financial distress and outline a viable recovery plan. The legislation also mandates increased financial reporting for all hospitals and systems. HCAI has contracted with CHFFA through an Inter-Agency Agreement to administer the loan program. Details of the Program are as follows:

- The legislation authorizes up to \$150 million in one-time funding to implement the Program, including administrative costs.
- Loans will be offered at zero-percent interest.
- Loans are repayable over 72 months, with an initial 18-month grace period at the beginning of the loan term.
- Lending parameters will be focused on financially distressed hospitals in areas where demand for services and service adequacy are of concern.
- The Program will sunset on December 31, 2031.

The State Budget for Fiscal Year 2023-24 also took into consideration several other California hospitals in danger of closing and allocated an additional \$150 million from the Managed Care Organization Tax, bringing the total available funding to \$300 million.

DISCUSSION:

At the August 3, 2022, Council meeting, Madera Community Hospital (MCH) notified the City, Council and the public of the extreme financial hardship it was facing due to pandemic-related care and labor inflation costs and requested \$1 million in American Rescue Plan Act (ARPA) funds to continue operations while its affiliation with St. Agnes Medical Center/Trinity Health was under consideration with the State Attorney General. Considering that 100 percent of ARPA funds received by the City were previously allocated to the City's Sewer and Water Enterprise Funds for public infrastructure projects to minimize increases to utility rates and that any reallocation of monies would not sustain a long-term solution for MCH, the City was unable to comply with this request. Instead, the City partnered with the County of Madera in exploring other avenues of assistance and pathways to reopening.

In the interim, City Staff facilitated meetings with MCH and local, regional, and state officials to identify alternative funding options. MCH entered into discussions of an affiliation agreement

with Trinity Health/St. Agnes Medical Center to alleviate its financial burden and to provide continuity of care for its patients. Under State law, the affiliation agreement was subject to the California Attorney General's approval. Attorney General, Rob Bonta conditionally approved the agreement; however, based on the conditions set forth, Trinity Health Corporation elected to abandon the affiliation, causing MCH to cease operations and close its facilities indefinitely in December 2022.

The Hospital's closure has left approximately 160,000 Madera County residents and surrounding communities without full-service healthcare facilities, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the closure of MCH poses numerous challenges to the delivery of public health services to the community. These include, but are not limited to, the following:

1. Mandated services to the medically indigent;
2. Medical facility for 72-hour crisis holds for adults and children;
3. Delays in response times for Emergency Medical Services Personnel;
4. Strain to surrounding healthcare facilities and increased patient volume;
5. Rerouting of local law enforcement from other matters of public safety to health-care related emergencies;
6. Loss of general practice and specialty providers who were previously contracted through MCH
7. Overall negative impact on health outcomes for all residents.

In response to the immediate risk to public health and safety, Council adopted a resolution declaring a Local State of Emergency related to the healthcare void and the City remains in this position to date. Immediately following its closure, MCH attempted to secure new affiliation partners and alternative funding options; however, failed to draw interested suitors until July of 2023. As a result, MCH filed for Chapter 11 bankruptcy in early March and continues to undergo bankruptcy proceedings.

Upon the closure and bankruptcy filing, state representatives, public agencies, and private citizens drew widespread attention to the lack of medical resources in Madera, and as a result, on May 15, 2023, Governor Gavin Newsom signed Assembly Bill 112. AB 112 established the new, \$150 million Distressed Hospital Loan Program to provide zero-interest cash flow loans to nonprofit or public hospitals experiencing extreme financial distress. The State Budget also took into consideration several other California hospitals in economic duress and under the threat of closure, and allocated an additional \$150 million from the Managed Care Organization Tax, bringing the total available funding to \$300 million.

Subsequently, Madera Community Hospital applied for rescue funding from the Program for \$80 million and as of July 28, 2023, has entered into an initial, non-binding letter of intent with Adventist Health to take over operations and management of Madera Community Hospital. Based on a [statement](#) released by CEO of Adventist Health, Kerry Heinrich, the agreement appears to be contingent on MCH successfully securing the requested state funds from the

Program. City recognizes that the agreement between Adventist Health and MCH are in its infancy stages, therefore it becomes especially important that MCH receive substantial monetary assistance to attract other viable suitors should Adventist Health elect to vacate the initial letter of intent.

Given that the Hospital has initiated a viable avenue to reopening, the City is compelled to advocate for and support MCH in its endeavor to procure \$80 million in state funding that would assist in its reopening and affiliation with Adventist Health. For these reasons, staff recommends the Council comply with the request made by MCH for a letter affirming support for \$80 million in state funding through the Distressed Hospital Loan Program being awarded to Madera Community Hospital.

FINANCIAL IMPACT:

There is no adverse financial impact anticipated to the City that relates to the signing of the attached Letters of Support.

ALTERNATIVES:

Alternatively, Council may elect not to sign the letters of support or provide additional direction on the matter.

ATTACHMENTS:

1. Letter of Support



August 16, 2023

The Honorable Fiona Ma, CPA
State Treasurer and Chair
California Health Facilities Financing Authority
915 Capitol Mall, Room 435
Sacramento, CA 95814

Re: Support for Madera Community Hospital Distressed Hospital Loan Request

Dear Treasurer Ma,

On behalf of the City of Madera, this letter serves to support Madera Community Hospital (MCH) in its request for \$80 million in funding from the Distressed Hospital Loan Program. The intention for this Program is to provide financial funding to those hospitals experiencing extreme economic distress and to support operational recovery. There can be no applicant more compelling than MCH, which was forced to shut down operations in December of 2022 and file for bankruptcy after enduring the costly impacts of the pandemic and ensuing labor inflation rates.

The closure of Madera Community Hospital left approximately 160,000 Madera County residents and surrounding communities without a full-service adult healthcare facility, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the closure has posed numerous challenges to the delivery of public health services to our community members. These include, but are not limited to, the following:

- Mandated services to the medically indigent;
- Medical facility for 72-hour crisis holds for adults and children;
- Delays in response times for Emergency Medical Services Personnel;
- Strain to surrounding healthcare facilities and increased patient volume;
- Rerouting of local law enforcement from matters of public safety to health-care related emergencies;

- Inadequate patient care due to the closure of general and specialty care practices previously contracted through MCH;
- Overall negative impact on healthcare outcomes for residents as a whole.

The City of Madera declared a local State of Emergency following the closure of MCH in January of this year and remains in this position to date. Given the critical healthcare void that our community is facing, the City of Madera appeals for your support in securing \$80 million in funding from the Distressed Hospital Loan Program to reopen Madera Community Hospital in collaboration with Adventist Health. Currently, the two entities have signed a non-binding letter of intent for Adventist Health to assume operational management of the hospital; however, this agreement is contingent upon MCH's ability to secure state funding from the Distressed Hospital Loan Program.

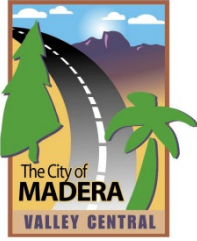
Without substantial financial relief, the possibility that the hospital will remain shuttered is a concerning reality. This crucial backing will allow Adventist Health, a renowned healthcare provider with a proven track record of accomplishment and excellence, to give new life to Madera Community Hospital and return essential services to our community.

Thank you for considering our support; we eagerly await your decision and look forward to the restoration of the hospital for the safety and welfare of our residents.

Sincerely,

Santos Garcia, Mayor
City of Madera

CC Governor Gavin Newsom
Senator Anna Caballero
Assemblywoman Esmeralda Soria



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-7

SUBJECT:

Federal Transit Administration Grant Application for Transit Operating Assistance

RECOMMENDATION:

Adopt a Resolution authorizing the submittal of a Federal Transit Administration (FTA) Section 5307 grant application in the amount of \$1,757,924

SUMMARY:

The City was allocated \$1,757,924 in FTA Section 5307 funds for Fiscal Year (FY) 2019/20. Staff requests approval to submit an FTA Section 5307 application for \$1,757,924 from the FY 2019/20 allocation. If approved, \$1,337,271 would be applied toward Operation Assistance (OA) expenses for FY 2023/24. The remaining \$420,653 would be applied toward OA expenses for FY 2024/25. Operating Assistance requires a 50 percent local match for a total of \$1,757,924. State Transit Assistance (STA) allocated funds will be used to meet the local match requirements to draw the FY 2019/2020 FTA Section 5307 funds.

DISCUSSION:

The City utilizes FTA Section 5307 grant funds for transit operation expenses. This includes costs related to Madera Metro and Dail-a-Ride. A portion of said funds also pays for two of the City's fleet mechanics, Public Works staff who maintain the bus stops, and Grant administration staff. Staff proposes to apply for Operating Assistance funds from the FTA Section 5307 FY 2019/2020 allocation for transit operation expenses of \$1,757,924.

Table 1 summarizes the requested amount of Section 5307 Federal Funds with the required Local Match:

Table 1: Funding Source – FTA Section 5307					
Program	Requesting Amount	Local Match Requirement			Total Project Cost
		% of Local Match	\$ of Local Match	Source	
Operation Assistance	\$1,757,924	50%	\$1,757,924	STA funds	\$3,515,848

FINANCIAL IMPACT:

The items listed in Table 1 do not impact the City's General Fund as all transit operation costs are expended through Local Transportation and Federal Transit Administration grant funds. These funds are included in the City's FY Proposed 2023/24 Budget.

ALTERNATIVES:

As an alternative, Council may:

1. Decline the request to apply for FTA – Section 5307 Funds.
2. Find an alternative to cover transit operational expenses.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 23-_____

**RESOLUTION AUTHORIZING THE FILING OF APPLICATION WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION
OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR
FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C.
CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL
STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transit Administration (FTA) has been the delegated authority to award federal financial assistance to the City of Madera (City) for a transportation project; and,

WHEREAS, the City has not requested the allocated FY19 - Section 5307 FTA Funds in the amount of \$1,757,924; and,

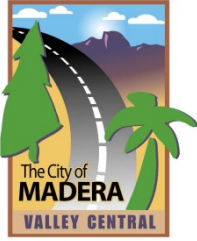
WHEREAS, the City intends to apply for Section 5307 funds to cover Operational Assistance in the amount of \$1,337,271 with a 50 percent Local Share requirement; and,

WHEREAS, the Local Share requirement will be met by applying State Transit Assistance Funds totaling \$1,337,271; and,

WHEREAS, the City of Madera will provide all annual certifications and assurances to the FTA required for the projects.

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

1. The above recitals are true and correct.
2. The Council authorizes the Mayor to execute and file an application for federal assistance on behalf of the City of Madera with the FTA for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
3. The Council authorizes the Mayor to execute and file with its applications the annual certifications, assurances, and other documents the FTA requires before awarding a federal assistance grant or cooperative agreement.
4. The Council authorizes the Mayor to execute the grant and cooperative agreements with the FTA on behalf of the City of Madera.
5. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-8

SUBJECT:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2023/24 Grant

RECOMMENDATION:

Adopt a Resolution authorizing the submission of an application to the Edward Byrne Memorial Justice Assistance Grant program for Fiscal Year 2023/24

SUMMARY:

The goal of the subject grant application is to utilize the City's allocation of JAG funds to purchase Motorola mobile radios to enhance communication between auxiliary members of the Police Department and the City's dispatch system. The radios will provide auxiliary members of the Police Department with a reliable means to communicate with dispatch staff, increasing safety and community confidence. The services provided by the auxiliary members support JAG Areas of Emphasis including support to crime prevention and education programs and crisis intervention.

DISCUSSION:

The U.S. Department of Justice awards Edward Byrne Memorial Justice Assistance Grant (JAG) funds to state and local governments on a formula basis. JAG funds support various components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs. As determined by the JAG formula, the City can receive \$25,548 from the JAG program's Fiscal Year (FY) 2023/24 allocation.

The Madera Police Department considers it prudent to invest these funds towards purchasing Motorola radios, thus providing a resource to volunteers and auxiliary staff. These members include chaplains who conduct ride-a-longs with officers, serve the public with their spiritual needs, and help educate parents through the Parent Project program. The Special Investigations

Unit will also use the radios to collaborate with teams outside the City's jurisdiction. Currently, these units do not have radios capable of communicating with dispatch personnel. Using JAG funds for this purpose increases the safety of citizens and officers actively assisting the Police Department in meeting their goals and objectives.

For context, in FY 2022/23, the City received \$26,660 under this grant and purchased body cameras and support for the City's surveillance system, while in FY 2021/22, the City received \$27,829 and purchased in-car camera systems.

FINANCIAL IMPACT:

Submission of a JAG application will provide the City with \$25,548 in Federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund and may benefit it by defraying costs within the Police Department. If approved, staff will return to Council for a FY 2023/24 budget amendment.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution to authorize the submission of application for JAG 2023/24 Local Solicitation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR
AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM**

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

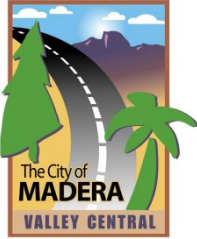
WHEREAS, the Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

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

WHEREAS, the Congress of the United States has allocated \$25,548 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program to the City of Madera for law enforcement services including law enforcement programs, crisis intervention, and prevention and intervention programs

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

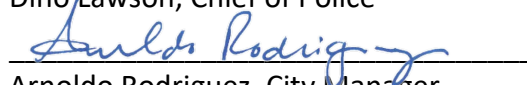
1. The above recitals are true and correct.
2. The City Manager or designee is hereby authorized to submit an application for an Edward Byrne Memorial Justice Assistance Grant for the allocated amount and execute all required documents.
3. This resolution shall be effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:


Dino Lawson, Chief of Police


Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-9

SUBJECT:

City's Participation in the Old Timers' Day Parade

RECOMMENDATION:

Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Parks Services Relating to the Old Timers' Day Parade in the Amount of \$3,143

SUMMARY:

The Madera Downtown Association (MDA) and Sunrise Rotary Club 587 (Rotary) will sponsor the annual Old Timers' Day Parade on Saturday, September 30, 2023, from 10 am to 12 pm. Historically, the City Council (Council) has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

DISCUSSION:

The MDA and Rotary have formally requested that the City waive all fees associated with Police, Public Works, and Park Department services relating to the parades. Services include:

- Monitoring alternative traffic patterns to ensure safety
- Crowd control
- Returning the event area to appropriate standards of cleanliness

Each Department is equipped with personnel prepared to provide these services at the direction of Council.

The MDA and Rotary will be required to obtain the necessary encroachment permits for the use of City streets as part of the parade routes. As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided.

FINANCIAL IMPACT:

The cost of providing City personnel is projected per the following:

- Police Department: traffic and crowd control is estimated at \$1,673 to cover overtime and straight time for seven officers
- Public Works: \$668
- Parks: \$802

It is noted that these figures represent the utilization of Police personnel who will already be on duty during the event, apart from two Police officers who will be brought in on overtime. The total amount being petitioned for Council relief is \$3,143. It is noted that the City may experience additional expenses, such as entry fees to partake in the parade, but those are not contemplated in the figures noted above.

ALTERNATIVES:

Council may elect to deny the request to waive fees or may request additional information regarding the event.

ATTACHMENTS:

1. Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Parks Services Relating to the Old Timers' Day Parade
2. Request Letter Authored by the Madera Downtown Association and Madera Sunrise Rotary Club 587

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE
FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, AND PARK FEES RELATING
TO THE OLD TIMERS PARADE FOR MADERA DOWNTOWN ASSOCIATION,
MADERA SUNRISE ROTARY CLUB 587, IN THE AMOUNT OF \$3,143.00**

WHEREAS, on August 16, 2023, the City Council of the City of Madera considered a request by Madera Downtown Association and Madera Sunrise Rotary Club 587, to waive the fees to cover costs relating to the Old Timers Parade; and

WHEREAS, the Madera Downtown Association and Madera Sunrise Rotary Club 587, have planned and organized this annual community event providing citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, the City fees for Police, Public Works, and Park fees are \$3,143; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.
3. The City Council does hereby waive the City fees requested by Madera Downtown Association and Madera Sunrise Rotary Club 587, in the amount of \$3,143 associated with the Old Timers Parade.
4. This resolution is effective immediately upon adoption.

* * * * *

Madera Old Timers' Day Parade
120 N. E St.
Madera, CA 93638

559-474-9901
559agent@gmail.com



06/16/2023

Honorable Chief Lawson,

The year marks the 92nd year of the Old Timers' Day Parade, which is scheduled to take place on Saturday September 30th, 2023 at 10:00am.

On behalf of the Madera Downtown Association and Madera Sunrise Rotary Club 587, we respectfully request waiving the costs associated with the Police Department's services for the Old Timers Day Parade (OTDP), as the City of Madera has graciously done for countless years past.

Since 1931 the OTDP has taken place for countless years in Downtown Madera. The OTDP typically features 50-70 various entries from stagecoach's, firetrucks, bands, and several youth groups. Attendance is usually in the neighborhood of 5,000 and concludes with the Booths in the Park Event (located in Courthouse Park) hosted by the Madera Young Professionals. The parade spans from Flume St. down to G St. along Yosemite Ave. and is distinguished as the hallmark of parades in Madera County.

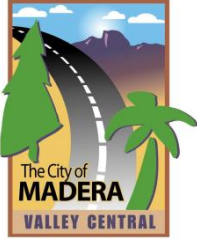
Historically, the parade has been operated without requests for funding. The Madera Downtown Association (which is funded by the business & property owners in Downtown Madera) has covered all operational costs and donates to the non-profit organization who organizes and conducts the parade. With the increased costs to conduct the parade, the Old Timer's Day Parade accounts for nearly half of the Madera Downtown Association's annual budget. This will impact other various initiatives the Madera Downtown Association offers such as crow abatement, the Annual Christmas Parade, seasonal lighting, and several other Downtown Madera projects.

We thank you for your consideration in helping continue one of Madera's longest lasting legacy's.

Respectfully,

A handwritten signature in blue ink, which appears to read 'Nick Salinas'.

Nick Salinas – Parade Chair
Board Member - Madera Downtown Association

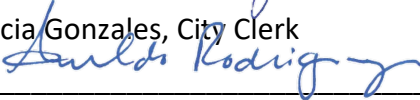


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-10

SUBJECT:

Proclamation Recognizing September 15, 2023 as the 200th Anniversary of Mexican Independence Day and Diplomatic Relations between the U.S. and Mexico

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation to be presented to the Mexico Consulate at the September 6, 2023 Council meeting

SUMMARY:

At the August 2, 2023 City Council meeting, Council adopted a resolution establishing a policy that governs the guidelines for City issued Ceremonial Documents. The policy also included a list of Proclamations to be issued throughout the calendar year. In the event a proclamation is not listed, the policy stipulates that request be agendized for Council consideration.

A request for a Proclamation was received by Mayor Garcia on August 4th, 2023 from the Consulate of Mexico in Fresno for a Proclamation Recognizing September 15, 2023 as the 200th Anniversary of Mexican Independence Day and Diplomatic Relations between the U.S. and Mexico.

It is worth highlighting that a significant percent of City residents are of Mexican heritage, therefore the Consulate of Mexico is requesting a Proclamation from the City to commemorate this significant date.

If approved, the City would present the Proclamation to the Mexican Consulate at the September 6, 2023 Council meeting and at the Mexican Consulate in Fresno on September 15, 2023.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Moreover, staff does not anticipate additional cost for the presentation of the proclamation at the Mexican Consulate in Fresno considering that the Mayor and Councilmember receive a flat monthly stipend of \$500.

ALTERNATIVES:

If there is no action taken or the majority vote is not in the affirmative, the request is considered denied.

ATTACHMENTS:

1. Letter to Mayor Garcia requesting a "Proclamation Recognizing September 15, 2023, as the Anniversary of the Mexican Independence in the Year of the 200th Anniversary of Diplomatic Relations between the U.S. and Mexico"



Consulado de México en Fresno.

Fresno, California; August 3, 2023.

Santos García

Mayor, City of Madera

On September 15, Mexico celebrates the 213th anniversary of his Independence with "El Grito de Dolores" (The Cry of Dolores), which represents the call made in 1810 to fight for our freedom and sovereignty.

This year, the celebration is even more special since we commemorate the 200th Anniversary of the Establishment of Diplomatic Relations between the U.S. and Mexico.

To commemorate these important dates, the Consulate of Mexico will be honored to receive a Proclamation from the City of Madera.

This Proclamation could contain the following information:

- **WHEREAS**, in the early hours of September 16, 1810, Catholic priest Miguel Hidalgo y Costilla gave "El Grito de Dolores", a call to arms signaling the start of the war to liberate Mexico from Spanish rule. After 11 years of war, Spain withdrew its troops in August of 1821, and Mexico became an independent nation;
- **WHEREAS**, the great State of California was a territory of Mexico from 1821 through 1846, and remnants of that history is evident today in the names of cities such as Merced, Dos Palos, Los Banos, Madera, Fresno, Los Angeles, San Francisco, Sacramento, among others;
- **WHEREAS**, a significant portion of residents in Madera and the Central Valley are of Mexican heritage, sharing their rich history and culture to great benefit for our community and economy;
- **WHEREAS**, due to the importance of the Mexican community in the development of the state of California, especially the Central Valley, the Government of Mexico opened this Consulate in 1931. The City of Merced recognizes the contributions of Mexico to our community and honor the unbreakable bond between our cultures; we join in celebrating the 213th anniversary of the Independence of Mexico and the 200th Anniversary of Diplomatic Relations between the U.S. and Mexico.
- **WHEREAS**, on 2024 we commemorate the 200th Anniversary of the Establishment of Diplomatic Relations between the U.S. and Mexico. 200 years share history and friendship bonds that will continue to strengthen, through the bridges build by our binational communities and the close ties between both countries government at all levels.



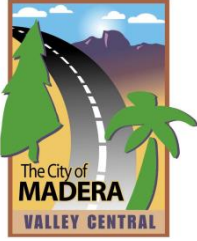
NOW, THEREFORE, BE IT RESOLVED that we, Mayor Santos García, and the Madera City Council, do hereby proclaim September 15, 2023, to be:

"ANNIVERSARY OF THE MEXICAN INDEPENDENCE IN THE YEAR OF THE 200th ANNIVERSARY OF DIPLOMATIC RELATIONS BETWEEN THE U.S. AND MEXICO"

For the Consulate of Mexico and the Mexican community in the Central Valley of California to receive a proclamation from your office will be of special meaning in the frame of these important celebrations.

Sincerely,

Adriana González Carrillo
Consul of Mexico



REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez
Ismael Hernandez, Director of Public Works

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: B-11

SUBJECT:

Porsche Club of America Permit for events at the Madera Municipal Airport

RECOMMENDATION:

Adopt a Resolution approving a Special Activity Permit for the use of designated areas of the Madera Municipal Airport for Porsche Club of America autocross events

SUMMARY:

This Special Activity Permit will allow the Porsche Club of America (PCA) to utilize Closed Runway 8-26 at the Madera Municipal Airport (MMA) for monthly autocross performance driving events to occur for the time periods of September to November 2023 and March to June 2024. Autocross is a sport driving competition focused on navigating a car through a defined course of pylons. The courses are set up using soft orange traffic pylons and speeds range between 40 to 65 miles per hour (mph). Event organizers place an emphasis on driver skills and car performance. The PCA recognizes safety and uninterrupted airport operations as their top priorities when utilizing MMA for their events.

DISCUSSION:

The City received a request in December 2017 from the PCA to use areas of MMA for a monthly autocross event. After reviewing several locations, the proposal was presented to the Airport Advisory Commission and, subsequently, City Council. Council approved the request to use the now-Closed Runway 8-26 for autocross events on April 28, 2018, for 2018 and 2019 and again on May 4, 2022, for 2022 and 2023. The PCA has held several events over the past year and has been pleased with the location. The course stays within the given confines of former Runway 8-26 and does not impede aviation traffic. Attendees access the site from Avenue 16 and do not traverse the main taxiway, apron, or Runway 12-30. In its advertising and promotional materials for the event, the PCA promotes MMA and the City through publicity that encourages commerce and

tourism within the City. This includes the inclusion of the City and MMA in promotional materials and promoting local hotels and restaurants. The events that will take place are listed in Table 1.

Table 1: Event Dates		
September 9, 2023	October 14, 2023	November 11, 2023
March 9, 2024	April 13, 2024	May 11, 2024
June 8, 2024		

It is noted that due to a lack of a quorum for the special meeting held on August 2, 2023, the Airport Advisory Commission was unable to conduct a meeting to vote on the request for the use of the Madera Municipal Airport's closed Runway 8-26 for autocross events in 2023 and 2024. However, a Porsche Club of America sponsor, Larry Kirlin, was notified that his request would be forwarded to Council due to these unforeseen circumstances.

FINANCIAL IMPACT:

Staff negotiated a rate of \$350 per event with the PCA. This Special Event Permit will allow seven autocross events between 2023 and 2024. These seven events will generate \$2,450 in revenue for the City. City staff spend approximately 4 hours preparing per event. This includes air blowing debris off the runway, coordinating with the PCA, pre-inspections and safety meetings. Expenses for the City are nominal given that staff is absent during the event and there are no additional duties. Moreover, the PCA will be required to carry appropriate insurance for the event.

ALTERNATIVES:

Council may direct staff to further negotiate the terms of the permit or may deny the permit.

ATTACHMENTS:

1. Resolution
2. Special Activity Permit Certificate
 - a. Exhibit A – Site Plan of Runway 8-26
 - b. Exhibit B – Access Route to Event Location
 - c. Exhibit C – Federal Aviation Administration Assurances
 - d. Exhibit D – Release and Waiver
 - e. Exhibit E – Insurance Requirements
 - f. Exhibit F – Promotional Flyers
 - g. Exhibit G – Incident Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT FOR THE USE OF
DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE
2023-2024 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS**

WHEREAS, the Porsche Club of America (Permittee) has requested authorization to utilize an area of the Madera Municipal Airport (MMA) for autocross events during Fiscal Year 2023-2024; and

WHEREAS, the City of Madera (City) has available space on closed Runway 8-26 that will not present any safety hazard or detriment to normal operations of aircraft arriving or departing from the airport; and

WHEREAS, the Airport Advisory Commission did not take a position on the application given that it did not meet due to lack of a quorum; and

WHEREAS, participants and spectators will access the closed runway via Avenue 16 so as not to interrupt airport activity; and

WHEREAS, seven events are planned during the 2023 and 2024 seasons; and

WHEREAS, the Permittee shall remit \$350 per event, for a total of \$2,450 during the duration of the agreement, to the City for the use of said area; and

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

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

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 Special Activity Permit between the City and the Porsche Club of America, a copy of which is attached hereto as Exhibit 1 and incorporated herein, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

**MADERA MUNICIPAL AIRPORT CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT
FOR THE USE OF DESIGNATED AREAS OF THE AIRPORT FOR THE 2023-2024 PORSCHE CLUB OF
AMERICA AUTOCROSS EVENTS**

THIS IS TO CERTIFY THAT, the City Council ("Council") of the City of Madera ("City"), at a regular meeting held on August 16, 2023, considered and approved this Conditional Airport Special Activity Permit (or "Permit") for use of areas of the Closed Runway 8-26 ("Ag strip") at the Madera Municipal Airport for monthly scheduled non-aviation-related events and activities in conjunction therewith, and subject to the following conditions and restrictions and to further certify that by execution thereof Porsche Club of America agrees to all the terms and conditions of this Permit.

REQUEST:

Request by the Porsche Club of America, a corporation of the State of Maryland registered to do business in California (hereinafter referred to as "Permittee"), for permission to use the Airport's Closed Runway 8-26 (as indicated on Exhibit A attached hereto and made a part hereof).

BACKGROUND:

In December 2017, a request was received from the Permittee to utilize areas of the Airport for a monthly event from May 2018 through June 2019, for autocross performance driving activities. This request was approved by Council on April 28, 2018. On March 27, 2022, the Permittee expressed to the City their desire to continue utilization of the area during fiscal year 2022/2023 and was granted permission by Council on May 4, 2022. On May 13, 2023, the Permittee expressed to the City their desire to continue utilization of the area during Fiscal Year 2023/2024.

Due to not meeting a quorum, the Airport Advisory Commission was unable to conduct a meeting to vote on the request for use of the Madera Municipal Airport Closed Runway for autocross events in 2023 and 2024. However, a sponsor from the Porsche Club of America, Larry Kirlin, was notified his request will be forwarded to Council due to these unforeseen circumstances.

COUNCIL ACTION:

The City Council adopted the following findings in justification of this Permit and grants the Permit as described herein subject to each of its Conditions of Approval and authorized the Mayor to execute same as described herein.

FINDINGS:

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

1. Permittee's automotive, non-aviation-related event and activities and use of the Closed Runway 8-26 areas and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.
2. Permittee's non-aviation-related activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's non-aviation-related activities, if conducted in accordance with the Conditions of this Permit, will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City. The long-term use of the property is designated for aviation- related development in the Airport Master Plan and Airport Layout Plan.
4. Permittee's non-aviation-related activities and the use of the Closed Runway 8-26 areas and Airport facilities will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. Reasonable time periods can be and are herein designated for Permittee's non-aviation-related activities.
6. Permittee shall pay \$350.00 per event for this proposed use.
7. The form and amount of liability insurance required herein, naming the City as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. It is further found that, because these insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

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

EVENT DESCRIPTION:

The Event is a monthly autocross event on the second Saturday of the months of September through November 2023, and March through June of 2024, inclusive, for Porsche Club of America to participate in timed autocross competition. Event participants on the Closed Runway 8-26 will navigate a temporary course marked by traffic cones in a timed competition. The event organizers place an emphasis on driver skill and car performance; and performance is measured by time. All vehicles will be checked by Permittee for safety and adequately prepared for timed racing.

Event participants will race on a course set up on the Closed Runway 8-26. Use of the term “runway” in this Permit refers to macadam, bituminous asphalt surfaces existing at the Airport. The autocross-timed-racing course will be set up substantially as shown on Exhibit B, attached hereto and incorporated herein; no other portions of the Airport will be used for automotive activities. The Event will not involve the producing, assembling, or selling of any products onsite.

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

TABLE 1. Activities Schedule

Day	Start	End	Location	Event/Description	People on Site (Max)
Friday	12:00 PM	6:00 PM	CR&T	Delivery of Portable Toilet	5
Saturday	7:00 AM	9:00 AM	CR&T	Registration and Course Setup	100
	9:00 AM	9:30 AM	CR&T	Drivers’ Meeting and Course Walk	100
	9:30 AM	4:00 PM	CR&T	Autocross Timed Runs	100
	4:00 PM	5:00 PM	CR&T	Load-out and Clean-up	25
Monday	8:00 AM	12:00 PM	CR&T	Pick-up of Portable Toilet	2

Note:

RR&T = Closedunway and Taxiway

Exhibit B shows the route event participants will take to access the Closed Runway 8-26 areas, which involves accessing the facility through the gated entrance at Avenue 16 to avoid crossing the apron, taxiway, and Runway 12-30.

In its advertising and promotional materials for the event, Permittee shall promote and aid the commerce of the Madera Municipal Airport and the City of Madera and use of City facilities by promoting local businesses and working with the City to create promotional materials for the events if requested by the City

TERM OF PERMIT: The permit will take effect after approval by the City Council and execution by all parties. Specific event dates will be : September 9, 2023; October 14, 2023; November 11, 2023; March 9, 2024; April 13, 2024; May 11, 2024; and June 18, 2024. Modification to event dates as stated herein due to unforeseen circumstances may only be made by mutual written consent between the City of Madera by its City Manager and Permittee.

FEE: Permittee shall pay \$350.00 per event.

BUSINESS LICENSE: No later than thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for, and receive a City of Madera Business License from the City's Finance Department.

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

I. OPERATIONAL

1. Permittee's non-aviation-related activities shall be confined to the areas of the Closed Runway 8-26 and Airport facilities designated by the City and shown in Exhibit A. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the City by its City Manager. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the City, such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.

2. Pre-and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. Each day autocross racing is conducted on Closed Runway 8-26, representatives of Permittee and the City shall inspect the racing course(s) prior to the racing day and following that inspection and after any remedial actions taken, except for any condition identified in writing by the Permittee or by the City at the time of the inspection, Permittee agrees to accept the condition of the runway and the

racing courses “as is” with respect to all conditions which may then exist. The cost to the City to repair or replace any post- event damage, or to effect removal and cleanup of any material or oil or gas spill remaining on the Event site after the end of the usage period (as defined herein) shall be assessed to Permittee. Permittee’s use of the Airport must not affect access to, or the use of premises leased to the City’s tenants at the Airport.

3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the City and will keep City staff fully informed on a timely basis by providing prior written notice concerning any and all changes concerning events listed in that schedule. Prior to the event, Permittee will provide to the City a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct of that event both on- and off- site and who should be contacted in the event of an emergency. Prior to the scheduled event, Permittee will attend a pre-event briefing with City staff to ensure coordination of the event and emergency procedures.

4. Permittee’s non-aviation-related and other activities and operations shall be conducted only from 6:00 AM to 6:00 PM. The City will not provide staff on-site during this time.

5. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the City. This plan should include but is not limited to safety setbacks, crowd lines, and parking areas for visitors and participants.

6. Traffic entering or leaving the Closed Runway 8-26 areas shall avoid crossing Runway 12-30 by accessing the site through the gate at Avenue 16 and following the traffic route shown on **Exhibit B**. A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the City at least thirty (30) days before the Event.

7. Set-up and break-down of course equipment associated with any event will occur on the same day as event activities. All equipment and materials on the Closed Runway must be removed before 6:00 PM on the same day as the event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the City. Permittee is responsible to pay any maintenance or cleanup costs associated with the event.

Permittee is responsible for installing and securing any traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible unless potable water is required for reasons of health or safety. If Permittee’s activities on the site damages the runway due to a fuel spill and the runway softens or otherwise becomes degraded, Permittee will be responsible for the cost of repairs to the damaged runway. If, in the sole determination of the

City, the event site requires sweeping for rocks and small debris following any event as a result of Permittee's activities, the City will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the City or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, Permittee shall be assessed a Public Works Special Event Labor charge consistent with the City of Madera Master Fee Schedule. All sweeping must be completed no later than 5:00 PM on the day following autocross racing activities.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the City. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must be removed from the site and the Airport no later than the day following the event. In the event that City personnel are required to remove garbage or refuse from the event site, Permittee shall be assessed a Public Works Special Event Labor Charge consistent with the City of Madera Master Fee Schedule, and Permittee shall pay said charge within seven calendar days of receiving the assessment from the City.

9. Adequate portable restrooms will be provided by Permittee for any event in such numbers and locations as may be required by the Madera County Health Department and the City. These portable restrooms must be serviced and pumped by a sanitation truck as required and removed from event site at the conclusion of activities. There must be no dumping of any materials into existing sewers serving the Airport.

10. Fire extinguishers fully charged and with tags affixed, must be provided by Permittee as required by the City's Fire Department. There will be no open-air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.

11. First aid kits and supplies as approved in advance by the City and the City's Fire Department shall be available on-site for the duration of any automotive racing activity.

12. Any accident requiring medical attention must be reported in writing to the City within 24 hours from the time of the accident.

13. Permittee, by accepting this Permit, acknowledges that it has received and will abide by the rules and regulations set forth in the Airport Operating Ordinance.

14. Permittee must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Conditional Airport Special Activity Permit, provide written report of the incident to the City using a form approved by the City.

15. Permits must be obtained from the Madera County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.

16. Parking for motor vehicles including utility trucks shall be as designated on the site plan in areas outside the fenced air operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the City. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately communicated to the City.

17. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in Exhibit A.

18. To the extent applicable Permittee shall comply with all FAA assurances as shown on Exhibit C attached hereto and made a part hereof.

19. Permittee shall cooperate with the City in notifying pilots, users, and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.

20. Sponsorship banners and signs are allowed within the designated event area in locations approved by the City and indicated on the site plan. Banners and signs shall be promptly removed after the event.

21. No person shall possess or consume any alcoholic beverage or illegal drug in or around any areas of the Closed Runway 8-26 when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or have in their system any alcoholic beverage or illegal drug in or around any areas where Permittee's activities are taking place.

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

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

2. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. If Permittee use existing coverage to comply with these requirements and that coverage does not meet the requirement set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Permittee and shown as having been issued the policies of insurance

required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee's. Permittee and City further agree concerning the insurance coverages required by this Permit as set forth in **Exhibit E**, attached hereto and by this reference incorporated herein.

3. Indemnity. Permittee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Permittee's activities under this agreement or out of the operations conducted by Permittee, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Permittee's activities under this agreement, the Permittee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

III. SUSPENSION OR TERMINATION

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

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

This Permit may be terminated by action of the City.

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

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

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

This Permit is non-transferable.

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

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

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

V. NOTICE

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine addressed as follows: If to the City: City of Madera, Attn: Public Works Director, 1030 South Gateway Drive, Madera, CA 93637, Facsimile: (559) 661-0760. If to Permittee: Porsche Club of America, Attn: Kevin Scritchfield, Sequoia Chapter President, 2533 Wrenwood Ave., Clovis, CA 93611. E-mail: mrscritch@gmail.com. Or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

VI. AUTHORITY

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

THIS CERTIFICATE IS TO NOTIFY requester Porsche Club of America that the above-described Conditional Airport Special Activity Permit was approved by the City subject to execution below by Porsche Club of America.

Dated: August,16, 2023

Madera, California

CITY OF MADERA

BY: _____

Santos Garcia, Mayor

PORSCHE CLUB OF AMERICA

BY: _____

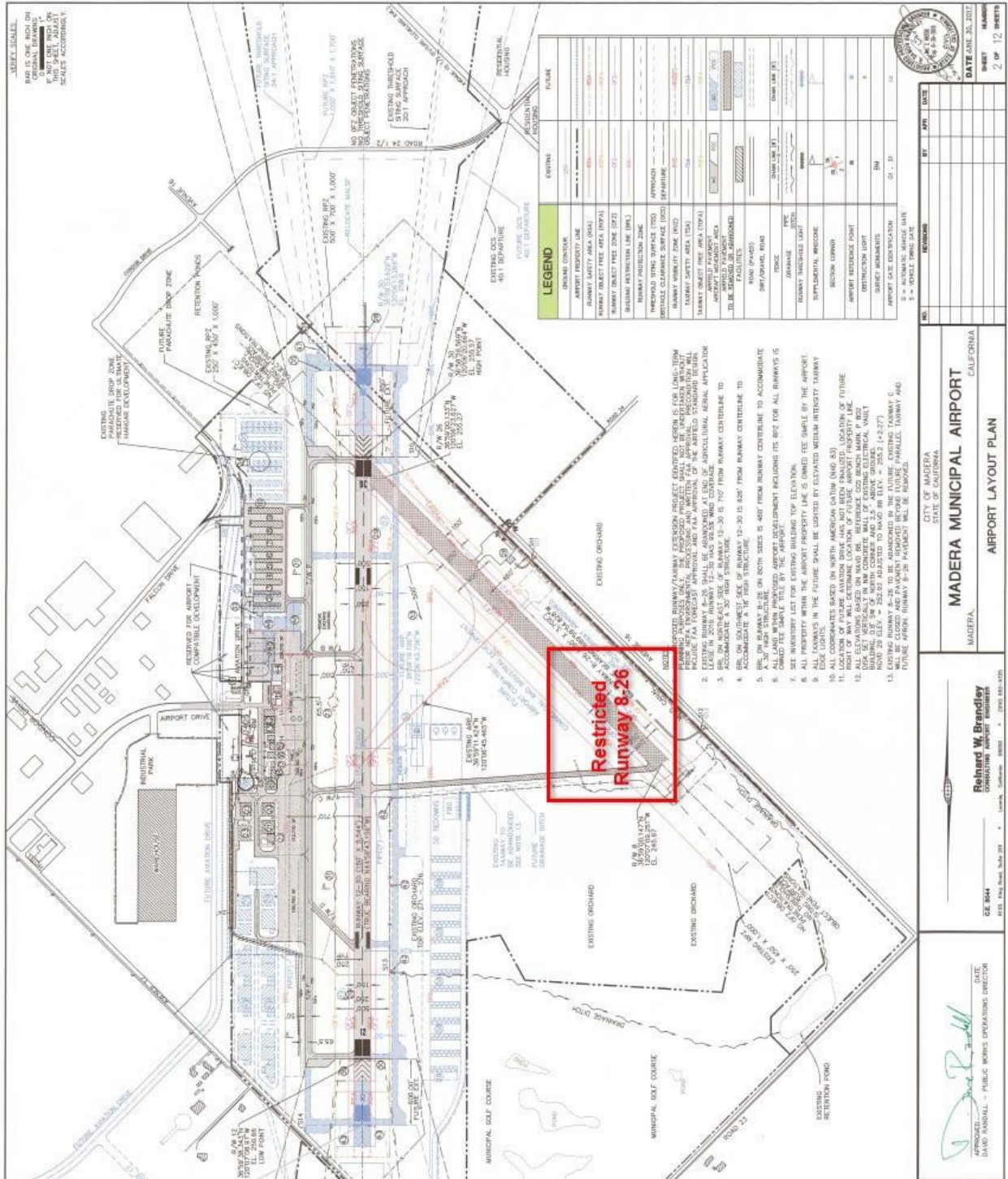
Kevin Scritchfield, Sequoia Chapter President

ATTEST:

BY: _____

Alicia Gonzales, City Clerk

EXHIBIT A SITE PLAN OF RUNWAY 8-26



MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

Bohnert W. Brundley
COMMUNITY DEVELOPMENT DIRECTOR

DATE
APPROVED: DAVID KANDALL - PUBLIC WORKS OPERATIONS DIRECTOR

DATE JAN 25, 2017
SHEET 2 OF 12 SHEETS

EXHIBIT B
ACCESS ROUTE TO EVENT LOCATION

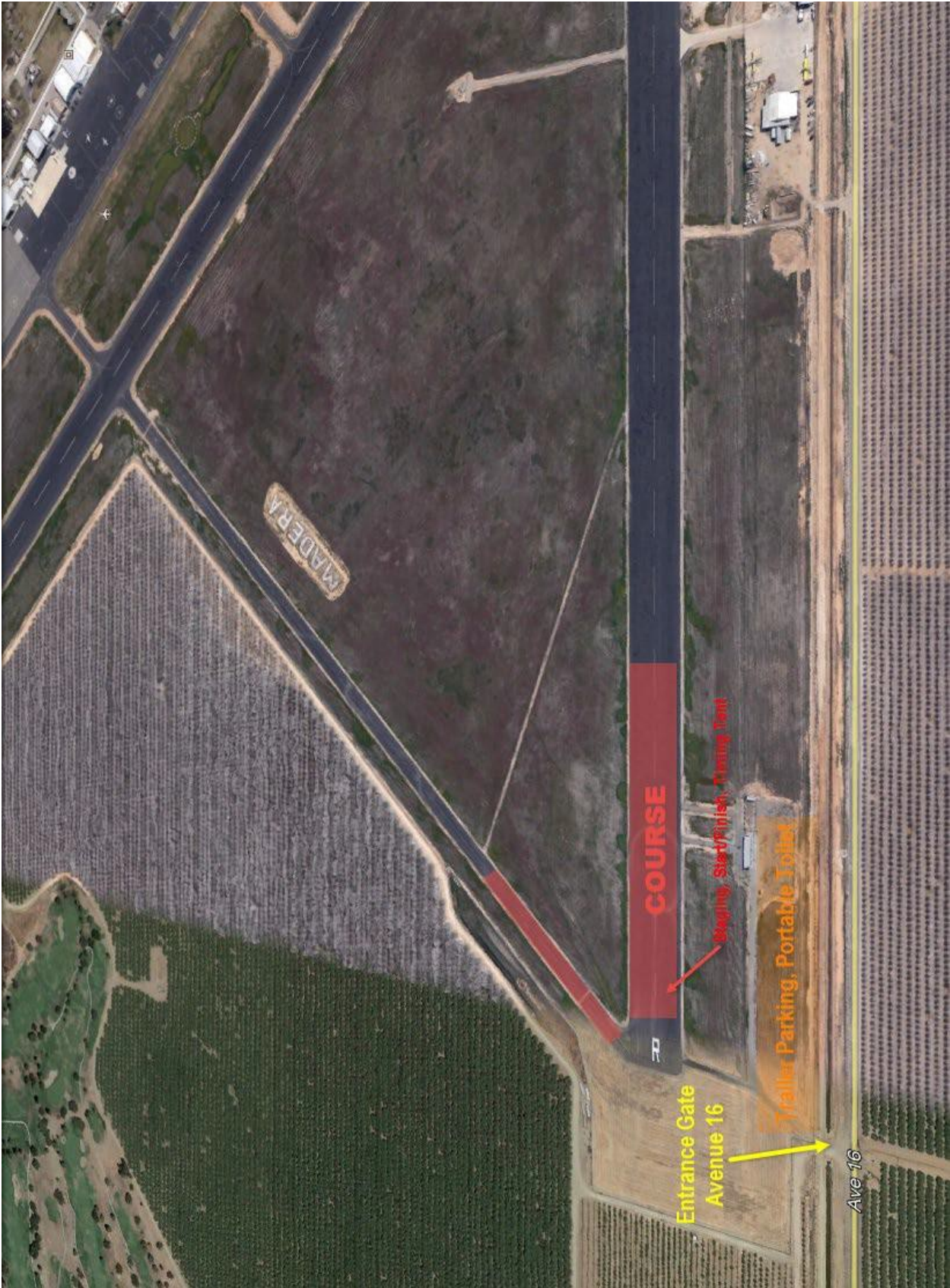


EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature and Title of Witness

Address of Witness Date

Signature(s) witnessed

EXHIBIT E

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

Without limiting Permittee's indemnification of City, and prior to commencement of occupation of the site for special event purposes, Permittee shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Sub Permittees and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Permittee shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. All General Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be named as additional insureds under such policies and shall be at least as broad as CG 20 10. All General Liability policies shall also be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Permittee arising out of or in connection with activities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Permittee shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the activities hereunder by Permittee, his agents, representatives, employees, sub Permittees or subconsultants as specified in this Agreement.

Proof of Insurance

Permittee shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of activities. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Permittee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Permittee hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or sub Permittees.

Enforcement of Contract Provisions (non estoppel)

Permittee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Permittee of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in these requirements are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Permittee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Permittee.

Notice of Cancellation

Permittee agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible.

Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

Permittee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Activities.

EXHIBIT F
PROMOTIONAL FLYERS

PCA Sequoia Region & Zone 7 Autocross Event

Madera Airport

Saturday, May 13, 2023

Autocross: Check-In: 8am, Drivers Meeting: 9am

About the Autocross:

- PCA Members \$40, Non-Members \$45
- Registration Link: <https://seq.pca.org/event/may2023autox/>
- **Recommended Hotels:** Hampton Inn, 3254 Airport Dr, Madera, CA 93637 (559)661-0910 or Holiday Inn Express, 2290 Marketplace Dr, Madera, CA 93637 (559)661-7400
- Event attendees are responsible for bringing a safe car to the event. A crew member will visually inspect your car prior to grid. Make sure you have the correct car numbers on your car before Tech.
- Lunch is available for \$12 and includes a choice of three sandwiches from Piemonte's Deli, assorted chips, and a soft drink. Food options nearby are very limited. Some bottled water will be provided to keep you hydrated.
- Gates open at 7:00 AM. Check-in begins at 8am. Safety briefing will take place around 9am. The first group will start driving by 9:30 am. Each run group will have two sessions, one in the morning and one in the afternoon. The morning session will be timed, but not scored. No reruns will be given. The afternoon session will be scored, and results posted after the event.
- We will break for approximately 30 minutes for lunch around noon.
- Event will conclude around 4 PM or earlier.
- Site map:



*For those travelling to the event the night before, we will be gathering informally for dinner at The Vineyard Restaurant, 605 S "I" Street, Madera at 6pm Friday evening. Please RSVP to lakirlin@yahoo.com and join us for some social time.

AUTOCROSS & CAR CONTROL CLINIC

MADERA AIRPORT

SATURDAY, NOVEMBER 12, 2022

AUTOCROSS: 8AM

CLINIC: 11AM



About the Autocross:

Open to all licensed drivers. Morning session only. \$30
Members & Non-Members.

About the Car Control Clinic:

Open to PCA members only. No charge. BBQ Tri-Tip Lunch
included.

The Sequoia PCA Car Control Clinic gives students real-world, hands-on experience behind the wheel of their own cars. High School driver's education does a great job of teaching the rules of the road, but you need a facility like the Madera Airport to safely teach car control.

- Launch Control/Emergency Braking
- Avoidance Maneuver
- Skid Pad
- Slalom

The BBQ and clinic are open to all PCA members and immediate family members. This is our showcase event of the year. Please join us whether you want to participate or just enjoy the lunch and socialize. Pre-registration is required.



Scan Below to register:



EXHIBIT G
INCIDENT REPORT

Incident Report

REPORTED BY: _____ DATE OF REPORT: _____

TITLE / ROLE: _____

INCIDENT INFORMATION

INCIDENT TYPE: _____ DATE OF INCIDENT: _____

LOCATION: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SPECIFIC AREA OF LOCATION (if applicable): _____

INCIDENT DESCRIPTION

NAME / ROLE / CONTACT OF PARTIES INVOLVED

1. _____

2. _____

3. _____

NAME / ROLE / CONTACT OF WITNESSES

1. _____

2. _____

3. _____

POLICE REPORT FILED? _____

PRECINCT: _____

REPORTING OFFICER: _____

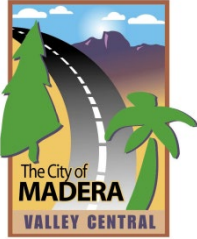
PHONE: _____

FOLLOW-UP ACTION

NAME OF PERSON WRITNG REPORT: _____

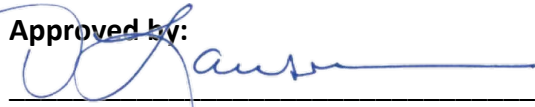
SIGNATURE: _____

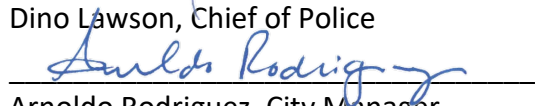
DATE: _____



REPORT TO CITY COUNCIL

Approved by:


Dino Lawson, Chief of Police


Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: D-1

SUBJECT:

Third Amendment to existing Service Provider Agreement with O&E Transportation LLC relating to litter abatement in the Fresno River

RECOMMENDATION:

Adopt a Resolution Approving the Third Amendment to the Service Provider Agreement with O&E Transportation LLC for services at a cost of \$100,000 and an extension of the term through March 31, 2024

SUMMARY:

The City and O&E Transportation (O&E) entered into a service provider agreement on May 18, 2022, for services related to litter abatement in the Fresno River (River). The initial agreement was not to exceed \$250k. The City Council (Council) approved the first amendment to the agreement increasing the agreement amount by \$180,025. The second amendment to the agreement was approved on June 7, 2023, for an additional \$60k. With total compensation to the service provider quickly approaching the ceiling outlined in the second amendment, staff recommends Council increase the agreement amount by \$100k. Additionally, the agreement term is set to expire on September 30, 2023. It is recommended that the term of the agreement be extended to March 31, 2024.

DISCUSSION:

During the May 18, 2022, Council meeting, the City entered into an agreement with O&E to provide litter abatement services in the River. Since then, O&E has produced a work product that has met expectations of the agreement and expectations held by City staff. O&E spends four days a week removing waste from the River. They regularly collaborate with Code Enforcement to devise a clean-up schedule targeting known trouble areas or ones that emerge at random. A common challenge facing the efforts in the River is when O&E progresses in a particular location to have the same area become built up with additional refuse overnight.

In addition, the agreement with O&E is set to expire on September 30, 2023. If Council approves the increase in the amount of the agreement, staff recommends extending the term through March 31, 2024. An extension would allow both parties to continue operating under the agreement if Council approves the recommended increased amount.

FINANCIAL IMPACT:

Due to timing constraints, staff is requesting that Council approve the increase to the contract amount in the absence of a budget amendment. This allows for a continuation of services as the City is yet to adopt its Fiscal Year 2023/24. Pending approval, staff will return at a future meeting for permission to add this expenditure to the City's budget. These funds will be appropriated from the unassigned General Fund.

It should be noted that the City recently received confirmation from the state legislature of their intent to award the City \$300k for river clean-up efforts. Once received, these funds will reimburse the \$100k recommended increase allocated from the unassigned General Fund and act as an additional funding source to continue litter abatement services.

ALTERNATIVES:

Council may elect to keep the agreement amount the same; thus, ceasing any further work performed by O&E under this agreement and making a term extension unnecessary. Additionally, Council may request staff return with additional information.

ATTACHMENTS:

1. Resolution amending existing agreement with O&E
 - a. Exhibit 1: Third Amendment

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING THE THIRD AMENDMENT TO THE SERVICE PROVIDER
AGREEMENT WITH O&E TRANSPORTATION LLC FOR ADDITIONAL
SERVICES AT A COST OF \$100,000 AND AN EXTENSION OF THE TERM
THROUGH MARCH 31, 2024**

WHEREAS, the City of Madera (City) sought assistance for litter abatement in the Fresno River; and

WHEREAS, on May 18, 2022, the City entered an agreement with O&E Transportation LLC for litter abatement efforts in the Fresno River; and

WHEREAS, on January 18, 2023, the City approved the First Amendment to the Service Provider agreement to increase the contract amount by \$180,025 and extend the term through June 30, 2023; and

WHEREAS, on June 7, 2023, the City approved the Second Amendment to the Service Provider agreement to increase the contract amount by \$60,000 and extend the term through September 30, 2023; and

WHEREAS, the parties wish to extend the term of the agreement through March, 31 2024; and

WHEREAS, the total amount of the agreement shall be increased by \$100,000 not to exceed \$590,025; and

WHEREAS, the City and O&E Transportation LLC have drafted an Amendment to the Service Provider Agreement that is in the best interest 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 Third Amendment to Service Provider Agreement with Service Provider, a copy of which is attached hereto as Exhibit 1, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

**THIRD AMENDMENT TO SERVICE PROVIDER AGREEMENT BETWEEN THE
CITY OF MADERA AND O&E TRANSPORTATION LLC**

This Third Amendment to Service Provider Agreement between the City of Madera and O&E Transportation LLC ("Third Amendment") is made by and between the City of Madera, a California municipal corporation, ("City") and O&E Transportation LLC ("Service Provider")

RECITALS

WHEREAS, On May 18, 2022, the City entered an agreement with Service Provider for litter abatement efforts in the Fresno River; and

WHEREAS, on January 18, 2023, the City approved the First Amendment to the Service Provider agreement to increase the contract amount by \$180,025 and extend the term through June 30, 2023; and

WHEREAS, on June 7, 2023, the City approved the Second Amendment to the Service Provider agreement to increase the contract amount by \$60,000 and extend the term through March 31, 2024; and

WHEREAS, Service Provider has complied with all provisions contained in the Agreement; and

WHEREAS, the City has requested Service Provider continue performing work which requires an increase in the amount of the agreement and extension of the Term of Agreement; and

WHEREAS, the parties wish to amend the agreement by amending Term of Agreement and Compensation for Services.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Service Provider agree that the Agreement dated May 18, 2022, and described above shall be amended as follows:

1. The first paragraph of Section 2 of the Agreement as amended, entitled "Commencement of Services; Term of Agreement," is further amended to read in its entirety as follows:

"Commencement of Services; Term of Agreement. Service Provider shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on May 18, 2022, after approval by the City Council at a duly

scheduled meeting thereof and shall continue in full force and effect through March 31, 2024, unless otherwise terminated earlier by one of the parties pursuant to Section 16 of this Agreement.”

2. The first sentence of Section 3 of the Agreement entitled “Compensation for Services” is amended to read as follows:

“The total amount of this Agreement shall not exceed five hundred ninety thousand twenty five dollars (\$590,025).”

3. This Third Amendment to Service Provider Agreement for litter abatement in the Fresno River is effective August 16, 2023.
4. Except as set forth in this Third Amendment, all terms and conditions in the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF MADERA

O&E Transportation LLC

By: _____
Santos Garcia, Mayor

By: _____
Oscar Ramirez, Owner

Date: _____

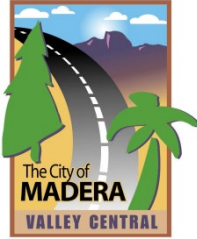
Date: _____

ATTEST:

Alicia Gonzales, City Clerk

APPROVE AS TO FORM:

Shannon Chaffin, City Attorney



REPORT TO THE CITY COUNCIL

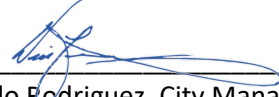
Approved by:



Will Tackett, Community Development Director

Council Meeting of: August 16, 2023

Agenda Number: D-2



Arnoldo Rodriguez, City Manager

SUBJECT:

Consideration of Resolution to Issue a Notice of Award for Two Social Equity Commercial Cannabis Business (CCB) Permits to Nebrina Madera, LLC and California Cannoisseur, LLC.

RECOMMENDATION:

That Council adopt a Resolution:

1. Issuing a notice of award for Social Equity Cannabis Permits to Nebrina Madera, LLC and California Cannoisseur, LLC.

BACKGROUND:

On December 1, 2021, the City Council adopted Resolution No. 21-167 establishing that two (2) Social Equity Cannabis Business Permits may be granted by the City Council after an application process and participation in a public meeting.

At the same meeting of the City Council, and in accordance with Section 6-5.13 of the City Municipal Code, the City Council also adopted Resolution No. 21-169 establishing procedure guidelines and review criteria to govern the application and selection process for various types of commercial cannabis business permits. These adopted procedures included guidelines and review criteria specific to Social Equity Applications.

SUMMARY:

- City staff kicked off the Madera Cannabis process by holding two orientation/informational Zoom meetings and notified over 100 interested parties on a city listserv to notify them of the meeting.
- The application filing period opened on April 15, 2022, and the informational Zoom meetings were held on April 19th and April 21, 2022. Dozens of interested parties joined both meetings. The deadline to submit applications was June 20, 2022.
- At the end of that period, two (2) Social Equity Applications were received by the City. One from Nebrina Madera, LLC. and the other from California Cannoisseur, LLC.

Phase I (A & B) Application Process, Registration and Determination of Eligibility

Both applications were reviewed pursuant to Section 6-5.14 of the City Council adopted Cannabis Ordinance. Application materials were reviewed for eligibility under the City Council's Social Equity criteria and determined to be eligible. Both applicants were issued zoning verification letters and both applications were deemed complete.

Phase II Application Evaluation and Review

Both applications were scored by HdL pursuant to the evaluation criteria in the adopted application procedures and guidelines. Applicants had to score 90 percent or higher to be able to continue in the process. Both applicants scored over 90% with Nebrina Madera, LLC. scoring 100% and California Cannoisseur, LLC. scoring 99.93%. Both applicants were notified of their Phase II scores.

Appeals Process

There were no Social Equity appeals in the Phase II process as the only two candidates advanced.

Phase III Public Meeting

The Phase III Social Equity Cannabis Community Meeting was held May 4, 2023, at the Pan American Center in the City of Madera and was attended by over 70 people. The format of the meeting allowed applicants to present their business and operational proposals and concepts to the public for a maximum of five minutes. Other interested parties and members of the public were allowed to provide testimony, comments or ask questions about the businesses and operation proposals presented for a maximum of three minutes. Applicants were then offered an additional three minutes to rebut or respond to any testimony or questions received. The Application and Procedure Guidelines require that the City Manager provide the Council a brief summary of the Community Meeting; the summary of which is as follows:

- The meeting lasted 31 minutes and was facilitated by James Troyer, Senior Planner.
- Mr. Troyer opened the meeting and welcomed everyone and presented a PowerPoint giving an overview of the Social Equity Cannabis Process.
- Brandon Bray of Nebrina Madera, LLC., gave an overview of his business and the benefits of his business. Slides of the designs of the proposed business were presented.
- Mr. Bray's associate, his General Contractor, stated an intention to construct a first-rate cannabis facility.
- A resident expressed concerns about the business being located downtown.
- A property owner was concerned about an owner transferring their Cannabis Permit
- Yolanda Rodriguez and others had concerns about the negative impacts to downtown.
- A resident spoke about the benefits of revenue that cannabis would bring downtown.
- Mr. Bray thanked everyone for their comments and indicated he will ensure his business is an asset to the community and will create minimal impacts.
- The Owner of California Consulting presented the physical site of his proposed cannabis business.

- The Owner's business partner stated they are local Madera residents who grew up in Madera and will support non-profits in the community.
- A resident expressed concerns about the effect of cannabis on crime, addiction, and homelessness.
- A resident stated support for cannabis business downtown and that it will bring in revenue.
- The applicant declined an opportunity for a rebuttal.
- Mr. Troyer thanked everyone for their attendance and directed them to sign in sheets in the lobby in order to be notified of future meetings. Mr. Troyer adjourned the meeting.

Phase IV City Council Interviews and Final Decision

Phase IV, pursuant to Section 6-14(G) of Ordinance No. 977, requires that the City Manager and his team vet the applications and then prepare a summary report to the City Council to consider the award of two social equity cannabis permits.

The adopted Social Equity Application Procedure Guidelines and Review Criteria provides the City Council will interview both applicants to make a final determination as to which applicant(s) will be awarded a Commercial Cannabis Business Permit. Each applicant should be prepared to conduct a brief presentation in order to be interviewed by the City Council during consideration of this item at the regularly scheduled meeting of the City Council on August 16, 2023.

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

Notification

The meeting notification process is subject to the City approved Application Procedures Guidelines and Review Criteria for Social Equity Commercial Cannabis Business Permit as adopted by the City Council pursuant to Section 6-5.13 of the City Municipal Code.

Only the Phase III community meeting requires a 10-day noticing requirement. All people on the City's listserve have been notified as well as the Chamber of Commerce. Any member of the public can speak on the item.

Summary

On December 1, 2023, the City Council approved Resolution No. 21-167 stating that the City Council may issue two (2) Social Equity Cannabis Permits. Both applicants have successfully completed Phases 1 to 3 as outlined in the Council adopted Procedure Guidelines and Review Criteria for Commercial Cannabis Business Permits. Both Social Equity applicants have been model applicants during the process and staff believes are worthy of City Council support.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Continue the item with direction to staff to prepare a resolution to deny one or both applications.

ATTACHMENTS:

1. Resolution Adopting a Notice of Award of Social Equity Cannabis Business Permits to Nebrina Madera, LLC and California Cannoisseur, LLC.

ATTACHMENT 1

Resolution Adopting a Notice of Award of Social Equity Cannabis
Business Permits to Nebrina Madera, LLC and California Cannoisseur,
LLC.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING A
NOTICE OF AWARD OF SOCIAL EQUITY CANNABIS BUSINESS PERMITS TO
NEBRINA MADERA, LLC AND CALIFORNIA CANNOISSEUR, LLC.**

WHEREAS, on June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (MMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation; and

WHEREAS, MMC Section 6-5.10 provides that the number of each type of cannabis business that shall be permitted to operate in the City shall be established by resolution by the Council; and

WHEREAS, MMC Section 6-5.10 further provides the Council at its sole discretion may determine the number and/or types of Cannabis Business Permits should remain the same or be modified; and

WHEREAS, on December 1, 2021, Council adopted Resolution No. 21-167 determining the number and type of cannabis business permits that may be issued in the City; and

WHEREAS, Resolution No. 21-167 authorizes a total of two Social Equity commercial Cannabis Business Permits to be granted in the City; and

WHEREAS, the filing period for commercial cannabis business license applications opened on April 15, 2022; and

WHEREAS, the City held two commercial cannabis business license application informational Zoom meetings on April 19, 2022 and April 21, 21, 2022; and

WHEREAS, the commercial cannabis business license application filing period closed on June 20, 2022; and

WHEREAS, the City received two Social Equity commercial business license applications – an application from Nebrina Madera, LLC and an application from California Cannoisseur, LLC (collectively “applicants”); and

WHEREAS, both applications were reviewed pursuant to MMC Section 6-5.14 of the Cannabis Ordinance; and

WHEREAS, both applications were deemed complete, and each applicant was issued a zoning verification letter; and

WHEREAS, both applications were scored pursuant to the Phase II evaluation criteria in the application procedures and guidelines adopted by the City Council as set forth in Resolution No. 21-169; and

WHEREAS, Nebrina Madera, LLC, received an application score of 100 percent and California Cannoisseur, LLC, received an application score of 99.93 percent;

WHEREAS, there were no Social Equity appeals in the Phase II process, enabling both applicants to promptly proceed forward to Phase III of the application process; and

WHEREAS, the City provided notices of the Social Equity Cannabis Business License Community Meeting; and

WHEREAS, the Social Equity Cannabis Business License Community Meeting was held May 4, 2023; and

WHEREAS, both applicants completed Phase III of the application process, enabling both applicants to proceed forward to Phase IV of the application process; and

WHEREAS, the City Council of the City of Madera interviewed both applicants prior to taking action on adopting this resolution; and

WHEREAS, as a condition to the award of a Cannabis Business Permit, the applicants are required to first enter into a Community Benefit Agreement with the City, and if and when such a Community Benefit Agreement is executed, then obtain all required land use approvals and a business license prior to use of the Cannabis Business Permit; and

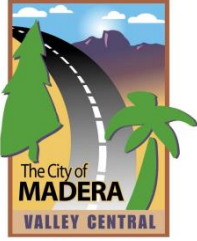
WHEREAS, the City Council now desires to make a determination to award the applicants a Cannabis Business Permit; and

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

1. The above recitals are true and correct and are incorporated herein.
2. The Council awards a social equity Cannabis Business Permit to Nebrina Madera, LLC, and a social equity cannabis business permit to California Cannoisseur, LLC. The following conditions shall apply to each Cannabis Business Permit:
 - a. The operator of each cannabis facility shall enter into a Community Benefit Agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of MMC 6-5.37.C, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare. In addition, any community benefits agreed to

be provided shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of Madera approval, if and when a Community Benefit Agreement is executed. Upon entry into a Community Benefit Agreement, the business is then authorized to proceed to apply for any land use permits (site plan) and a business license and related approvals. If no Community Benefit Agreement is executed, then the Cannabis Business Permit may not be exercised, and will expire in 12 months.

- b. The operator of each cannabis facility shall at all times comply with the requirements of State and local law, including the requirements of Chapter 5 of Title VI: Business, Professions, and Trades of the City Municipal Code.
3. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 16, 2023

Agenda Number: D-3

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Joseph Hebert for Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Co-Locator Lease Agreement with Madera Unified School District

RECOMMENDATION:

Adopt a Resolution Approving a Two-Year Co-Locator Lease Agreement between the City of Madera and Madera Unified School District for the Occupation and Use of Facilities at the John W. Wells Youth Center and Authorize the Mayor to Execute the Co-Locator Lease Agreement

SUMMARY:

Madera Unified School District (MUSD) approached the City earlier this year, requesting the possible leasing of office space at the John W. Wells Youth Center (JWYC). City staff and MUSD have had ongoing discussions of what this would entail and are presenting a Co-Locator Lease Agreement for the occupation and use of the JWYC by MUSD for consideration.

DISCUSSION:

The JWYC is located at 701 East 5th Street. The JWYC is a 25,000 square foot recreation center featuring a full gymnasium, game lounge, crafts center, library, dance room, music studio, and teen lounge. It also features a two-story office space for the City's Parks & Community Services (PCS) Department, with conference room space, staff break room, and front lobby space on both floors. Provisions were made in the planning, design, and construction of the JWYC for office, meeting, and workspace that could be made available to non-City agencies, such as a Co-Locator. The intent being that Co-Locator would provide direct services, programming, advocacy, or other activities that benefit the youth of the City.

The JWYC is the home office staff overseeing the City's recreation, aquatics, sports, aging services, and special events programming. The JWYC currently houses the Director, five full-time staff, and various part-time support staff conducting direct services.

MUSD wishes to lease office space for several staff members, including the Expanded Learning Program Coordinator Expanded Learning Program Manager, the Director of Athletics and Community Affairs, and two Administrative Assistants.

After considering current City staff utilization and MUSD needs, the best course would be to lease the first floor of the JWYC to MUSD for occupation and use. The first floor of the JWYC has four enclosed offices, a staff break room area, copy room, and a restroom. The second floor of the JWYC has seven offices, including the PCS Department Director office; sufficient to house City staff on the second floor and vacate the first-floor offices. PCS Department staff would still cover the first-floor lobby area and front reception space to welcome visitors into the building.

MUSD would be leasing usage of the following spaces:

- Administration Area, Suite 106, for a total of 158.97 square feet
- Enclosed office, Suite 108, for a total of 245.19 square feet
- Enclosed office, Suite 109, for a total of 200 square feet
- Enclosed office, Suite 115, for a total of 170 square feet
- Enclosed office, Suite 116, for a total of 170 square feet

In addition, the lease includes shared or conditional use of certain other facilities of the JWYC, such as copy room, break room, and restrooms.

Additional Agreement highlights and points of reference include:

- Access to other facilities within the JWYC would require pre-approval and scheduling requests. This consists of the Centennial Pool Complex and Centennial Park.
- MUSD would receive one key per employee stationed at the Center, not to exceed four keys.
- MUSD would be responsible for all necessary repairs to the leased area, including routine maintenance of floors, walls, ceilings, and other parts of the leased space damaged or worn through other than normal occupancy, except for major mechanical systems or the roof.
- Prior to occupancy, City and MUSD will walk through the JWYC together and document the conditions of the leased area using digital video.

FINANCIAL IMPACT:

The Co-Locator Lease Agreement details the fixed fees MUSD would abide by, including fees per square foot, utilities and janitorial, and an indirect cost. The total revenue expected to be received is \$41,260.08 over the two-year agreement. As directed by legal counsel, Staff will draft a new agreement 90 days prior to expiration.

Table 1: Co-Locator Lease Agreement between City and MUSD for JWYC	
Item Description	Fee
Lease: \$1.61 x 944.16 square feet	\$1520.09
Utilities and Janitorial	\$117.21
Phone and DSL Service	MUSD will provide at its own expense
5% Indirect/Administrative	\$81.87
Per month fee	\$1,719.17

All revenue generated from Co-Locator Lease Agreement would be reflected in the PCS Department budget #10206240, Community & Recreation Centers, providing relief to the General Fund.

ALTERNATIVES:

1. Council may request that staff bring additional information back to a subsequent meeting.
2. Council may deny the use of the John Wells Youth Center for this purpose and request that MUSD search out an alternative site.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 – Co-Locator Lease Agreement between the City of Madera and Madera Unified School District for Occupation and Use of Facilities at the John W. Wells Youth Center

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AND
MADERA UNIFIED SCHOOL DISTRICT FOR A TWO-YEAR CO-LOCATOR
LEASE AGREEMENT**

WHEREAS, the City of Madera (City) owns and operates the John W. Wells Youth Center (JWYC) located at 701 East 5th Street; and

WHEREAS, Madera Unified School District (MUSD) has requested the possibility of leasing office space at the (JWYC); and

WHEREAS, the JWYC is a 25,000 square foot recreation center featuring a full gymnasium, game lounge, crafts center, library, dance room, music studio, and teen lounge; and

WHEREAS, provisions were made in the planning, design, and construction of the JWYC for office, meeting, and workspace that could be made available to non-City agencies, such as a Co-Locator; and

WHEREAS, the intent being that Co-Locator would provide direct services, programming, advocacy, or other activities that benefit the youth of the City; and

WHEREAS, the City is able to lease vacant office space at the JWYC to accommodate a request by MUSD; and

WHEREAS, MUSD would be leasing usage of a total of 944.16 square feet; and

WHEREAS, the monthly lease agreement total would equal 1719.17; and

WHEREAS, the Co-Locator Lease Agreement would be in place for two years; and

WHEREAS, the Co-Locator Lease Agreement is in the best interest of the City, MUSD, and the residents of Madera.

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

1. The above recitals are true and correct.
2. The City Council approves the Co-Locator Lease Agreement with Madera Unified School District for the occupation and use of facilities at the John W. Wells Youth Center, attached hereto as Exhibit 1 and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

**CO-LOCATOR LEASE AGREEMENT BETWEEN THE CITY OF
MADERA AND MADERA UNIFIED SCHOOL DISTRICT FOR
OCCUPATION AND USE OF FACILITIES AT THE JOHN W. WELLS
YOUTH CENTER**

This Lease Agreement is made this ____th day of Month, 2023, by and between the City of Madera, hereinafter referred to as "City," and Madera Unified School District, hereinafter referred to as "Co-Locator".

RECITALS:

1. The City has constructed and owns the John W. Wells Youth Center (the "Center") located at 701 E. 5th Street, Madera, CA.
2. The primary function of the Center is to provide space for recreational and educational programming that benefits young residents of Madera and their families.
3. Provisions were made in the planning, design, and construction of the Center for office, meeting, and workspace that could be made available to non-City agencies such as Co-Locator providing desired services to youth in the City.
4. Said Co-Locator shall provide direct services, programming, advocacy, or other activities that benefit the youth of the City of Madera.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the City and Co-Locator as follows:

I. PURPOSE:

Co-Locator desires to occupy and use certain real and personal property ("Facilities") located at 701 East 5th Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through this lease agreement (the "Lease"). The City of Madera agrees to permit Co-Locator to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease ("Term") shall be for a period commencing on Month **, 2023, and ending on Month **, year, for a total Term of (24) months.

III. FACILITIES:

The Facilities to be leased at the Center are as follows:

- a. 1 Admin Area, Suite 106, for a total of 158.97 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).

- b. 1 enclosed office, Suite 108, for a total of 245.19 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**)
- c. 1 enclosed office, Suite 109, for a total of 200 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).
- d. 1 enclosed office, Suite 115, for a total of 170 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).
- e. 1 enclosed office, Suite 116, for a total of 170 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).

In addition, the rental includes shared or conditional use of certain other facilities of the Center as specified in the Rental Conditions Sub-Agreement (**Attachment B**).

IV. PERMITTED USE:

Co-Locator shall use the Facilities solely and exclusively for administrative activities related to the education, recreation, or well-being of the City's youth and/or their families in accordance with the mission and purpose of the John W. Wells Youth Center. The City of Madera agrees to allow Co-Locator the sole and uninterrupted use of the leased Facilities described herein, and reasonable use of the common areas as described in **Attachment B**. Reasonable use shall be determined by the sole judgment of the City.

Any other use of the leased Facilities, common areas, or grounds of the Youth Center, including the Centennial Pool Complex and Centennial Park, must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public; clients; neighbors; City employees, contractors and volunteers; and any other Youth Center co-locator or tenant.
- b. Any activity that is in violation of Local, State, or Federal law, or City administrative policy.
- c. Profit making or fundraising activities without prior approval and consent of the City.
- d. Political activities of any kind.
- e. Activities that may damage any finish, surface, landscape, fixture, or equipment of the building or grounds.
- f. Storing, manufacturing, or selling any inherently dangerous or illegal substances, chemicals, things, or devices.
- g. Any activity or practice that discriminates on the basis of gender, sex, race, color, ethnicity, ancestry, national origin, age, marital status, pregnancy, religious creed, sexual orientation, medical condition, political affiliation/opinion, Veteran's status, or disability.

V. ACCESS:

Co-Locator shall have access to their leased Facilities to perform general administrative responsibilities during the Center's regular open hours (Monday – Friday during the hours of 8:00 a.m. – 5:00 p.m.). The Co-Locator shall receive one key per employee stationed at the Center, not to exceed 4 keys which shall not be duplicated by Co-Locator, and a unique security code per employee for the electronic entry system. As a condition of this Agreement, Co-Locator agrees to adhere to all requirements of the City's Youth Center Opening and Closing Procedure (**Attachment C**).

It is understood by all parties that normal programming and operation of the Center shall have priority over Co-Locator's use of the Facilities and/or common areas. The Co-Locator may be charged an hourly rate (including travel time) for Emergency call-out of City employees outside of normal operating hours.

VI. COMMON AREAS:

Co-Locator shall have reasonable access to those common areas of the Center described in **Attachment B**. Co-Locator agrees to cooperate with the City and other tenants to achieve efficient scheduling and equitable use of common areas.

VII. PUBLIC EVENTS AND GATHERINGS:

If Co-Locator proposes to host a public event/gathering at the Center, Co-Locator shall make such request in writing on a City reservation form at least 7 days prior to the event. Co-Locator agrees to abide by all requirements of the Center Rental and Use Policy (**Attachment D**) for Public Events and Gatherings. Use of the Center for gatherings is on a first-come, first-served basis subject to the right of City to determine all use of the Center solely in the judgment of the City. Fees collected by the City for Center use may be waived with the approval of the Director of Parks and Community Services if no City staff time or resources are involved in the event beyond administratively documenting the reservation and use of the facility itself. In such instances, Co-Locator will be solely responsible for building opening, building closing, and cleaning of the utilized space and restrooms, including restocking of restroom supplies and any other City-purchased supplies used during the event.

VIII. PARKING:

During the term of this Lease, Co-Locator shall have the non-exclusive use in common with City, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and paths of travel, subject to rules and regulations for the use thereof as prescribed from time to time by City. Parking is extremely limited at the facility and Co-Locator shall not be provided reserved parking spaces. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Co-Locator and Co-Locator's agents and employees. City reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit.

IX. BUILDING RULES:

Co-Locator will comply with the rules for use of the Center as adopted and amended by City from time to time and will cause all of its agents, employees, invitees, and visitors to do so. Changes or amendments to such rules will be sent by City to Co-Locator in writing. The initial rules for use of the Center are attached hereto as **Attachment E** and incorporated herein for all purposes.

X. FEES:

Fixed Lease. Co-Locator agrees to pay \$1,719.17 per month for the use of enclosed offices during the term of the Agreement payable to City. The total lease per month shall include the following charges:

Base Lease: \$1.61 x 944.16 sq. ft =	\$ <u>1,520.09</u> per month
Utilities and Janitorial =	\$ <u>117.21</u> per month
Phone and DSL Service - not included (to be provided at co-locator's expense)	
Subtotal:	\$ <u>1,63.30</u> per month
5% Indirect/Administrative	\$ <u>81.87</u> per month
Total Lease Amount:	\$ <u>1,719.17</u> per month

City Staff are not available to perform volunteer or paid work for Co-Locator. In the event an emergency necessitates the use of City staff by Co-Locator; Co-Locator agrees to pay the City the fully burdened rate for each hour (rounded up to the next whole hour) of employee time used plus a 15% administrative fee. Such use must be approved in writing by the Director of Parks & Community Services or City Manager.

Each monthly lease payment shall be due in advance on the first day of each calendar month during the lease term to City at 205 W. 4th Street, Madera, CA 93637 or at such other place designated by written notice from City or Co-Locator. The lease payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Upon approval of this Agreement by City and Co-Locator, Co-Locator must pay to City the current month's full or pro-rated lease payment plus the lease payment for the subsequent month so that the lease is paid in advance prior to occupation of the Facilities. City will invoice Co-Locator on the first of each calendar month thereafter for the following month's lease payment. Co-Locator may pay additional months in advance at its sole discretion.

XI. DEFAULT:

Co-Locator shall be in default of this Lease if Co-Locator fails or refuses to pay the lease payment due in full to City as herein provided; default for non-payment of lease may be cured by Co-Locator within fifteen (15) days after written notice thereof is given to Co-Locator by City by full payment of all lease payment due and owed to City. Default shall also occur if any of the covenants or conditions contained in this Lease are not kept, observed, and performed by Co-Locator, and such default shall continue for fifteen (15) days after notice

thereof in writing to Co-Locator by City without correction thereof then having been commenced and thereafter diligently prosecuted. In the event of default as provided herein, City may declare the term of this Lease ended and immediately terminated by giving Co-Locator written notice of such termination, and if possession of the Leased Premises is not surrendered by Co-Locator, City may reenter said premises upon delivery of such notice of termination. City shall have, in addition to the remedy above provided, any other right or remedy available to City for default by Co-Locator, either in law or equity. City shall use reasonable efforts to mitigate its damages.

XII. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Co-Locator of its obligations hereunder, City will keep and maintain Co-Locator in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the term of this Lease.

XIII. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Co-Locator shall account for lease payments as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XIV. SUBORDINATION:

Co-Locator accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Co-Locator agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Co-Locator agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Co-Locator should fail to execute any instrument of subordination herein required to be executed by Co-Locator promptly as requested, Co-Locator hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Co-Locator's name, place and stead, it being agreed that such power is one coupled with an interest. Co-Locator agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been

paid, stating that City is not in default hereunder (or if Co-Locator alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XV. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Co-Locator shall be responsible for paying all personal property taxes with respect to Co-Locator's personal property at the leased Facilities.

XVI. SUBLEASE AND ASSIGNMENT:

Co-Locator shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part.

XVII. REPAIRS:

During the Lease term, Co-Locator shall make, at Co-Locator's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Prior to occupancy, City and Co-Locator will walk through the facility together and document the condition of the leased area using digital video.

XVIII. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Co-Locator may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Co-Locator shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Co-Locator at the commencement of the Lease term or placed or installed on the leased Facilities by Co-Locator thereafter, shall remain Co-Locator's property free and clear of any claim by City. Co-Locator shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Co-Locator at Co-Locator's expense. Failure by Co-Locator to remove any such property, fixtures or installations from the Facilities upon termination of the Lease shall be deemed abandonment thereof, whereupon City shall have the right to remove such items at Co-Locator's expense or take possession of such property.

XIX. SIGNS:

No signage will be allowed to be attached to the building.

XX. DISCRIMINATION:

Co-Locator will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, sex, race, color, ethnicity, ancestry, national origin, age, marital status, pregnancy, religious creed, sexual orientation, medical condition, political affiliation/opinion, Veteran's status, or disability.

XXI. CONFIDENTIALITY:

Co-Locator shall comply with all Federal, State, and County laws related to the confidentiality of information. Co-Locator shall not publish, disclose, use, or permit or cause to be published, disclosed, or used confidential information pertaining to an individual or recipient without their express written permission.

XXII. MAINTENANCE:

City shall provide ordinary maintenance, lighting, and janitorial services to the Center. City shall maintain improvements to the Center and the premises and repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Co-Locator or any persons in or about the premises with the expressed or implied consent of Co-Locator. The lease payment payable by Co-Locator pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Co-Locator until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Co-Locator or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

Co-Locator shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Co-Locator beyond the basic janitorial service provided by City. Notwithstanding anything in this section to the contrary, Co-Locator agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Co-Locator. It is the responsibility of Co-Locator to report any damage to relevant space or equipment. Damage shall be reported to City staff immediately to facilitate timely repair for others to use.

XXIII. DAMAGES:

Co-Locator agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by Co-Locator or the agents, officers, members, partners, clients, volunteers, event participants, and/or employees of Co-Locator. If

the leased Facilities, or any part thereof or any appurtenance thereto, is so damaged by fire, casualty or structural defects that the same cannot be used for Co-Locator's purposes, then Co-Locator shall have the right within ninety (90) days following damage to elect by written notice to City to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Facilities not caused by the acts or omissions of Co-Locator or the agents, officers, members, partners, clients, volunteers, event participants, and/or employees of Co-Locator which does not render the Leased Premises unusable for Co-Locator's purposes, City shall promptly repair such damage at the cost of the City. In making the repairs called for in this paragraph, City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of City. Co-Locator shall be relieved from paying lease payments and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Co-Locator's purposes. Lease payment(s) and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Co-Locator.

XXIV. ENTRY BY CITY:

Co-Locator shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services Director or his/her designee. Otherwise, City will provide Co-Locator with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Co-Locator's business.

XXV. INDEMNIFICATION:

Co-Locator shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Co-Locator's performance of its obligations under this agreement or out of the operations conducted by Co-Locator, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Co-Locator's performance of this agreement, the Co-Locator shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

XXVI. INSURANCE:

Co-Locator shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Co-Locator's

operation and use of the Facilities. The cost of insurance shall be borne by the Co-Locator. Should Co-Locator reserve common areas of the facility for its sole use pursuant to Section VII of this Agreement, City reserves the right to require specific event insurance separate and above the below requirements based on the nature of the event, anticipated number of participants, and planned activities.

a. Minimum Scope and Limits of Insurance. Co-Locator shall maintain limits no less than:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, and sexual abuse and molestation coverage with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CGL policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- ii. Automobile Liability: \$2,000,000 per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- iii. Worker's Compensation as required by the State of California.
- iv. \$1,000,000 Employer's Liability per accident for bodily injury or disease.

b. Maintenance of Coverage

Co-Locator shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Co-Locator, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

c. Proof of Insurance

Co-Locator shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

d. Acceptable Insurers

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

e. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Co-Locator, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Co-Locator

hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

f. Enforcement of Contract Provisions (non estoppel)

Co-Locator acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Co-Locator of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

g. Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Co-Locator maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Co-Locator.

h. Notice of Cancellation

Co-Locator agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

i. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

j. Timely Notice of Claims

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

k. Additional Insurance

Co-Locator shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

XXVII. MISCELLANEOUS:

The undersigned hereby acknowledges that he/she has read and fully understands the terms. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

XXVIII. CONTINGENT UPON APPROVAL:

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXIX. OTHER DOCUMENTS:

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXX. EXECUTION BY FACSIMILE OR IN COUNTERPARTS:

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXXI. NOTICES:

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services
City of Madera
205 W. Fourth Street
Madera, CA 93637

To Co-Locator:

Madera Unified School District
1902 Howard Rd.
Madera, CA 93637
(559) 675-4500

XXXII. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXXIII. TERMINATION:

City may, by written notice to Co-Locator, terminate this lease in whole or in part at any time, by notice in writing to Co-Locator or its officers or agents, whether for City's convenience or because of the failure of Co-Locator to fulfill the obligations herein. Upon receipt of written notice, Co-Locator shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than 30 days from the date of delivery of written notice, and remove all personal property of Co-Locator from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Co-Locator provided herein.

XXXIV. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXXV. WAIVER:

No waiver of any default of City or Co-Locator hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Co-Locator shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXVI. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Co-Locator and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at
Madera, California, the day and year first above written.

City OF MADERA

Co-Locator

By: _____

Mayor, Santos Garcia

By: _____

ATTEST:

By: _____

Printed Name

By: _____

Title: _____

Alicia Gonzales

City Clerk

APPROVED AS TO FORM:

By: _____

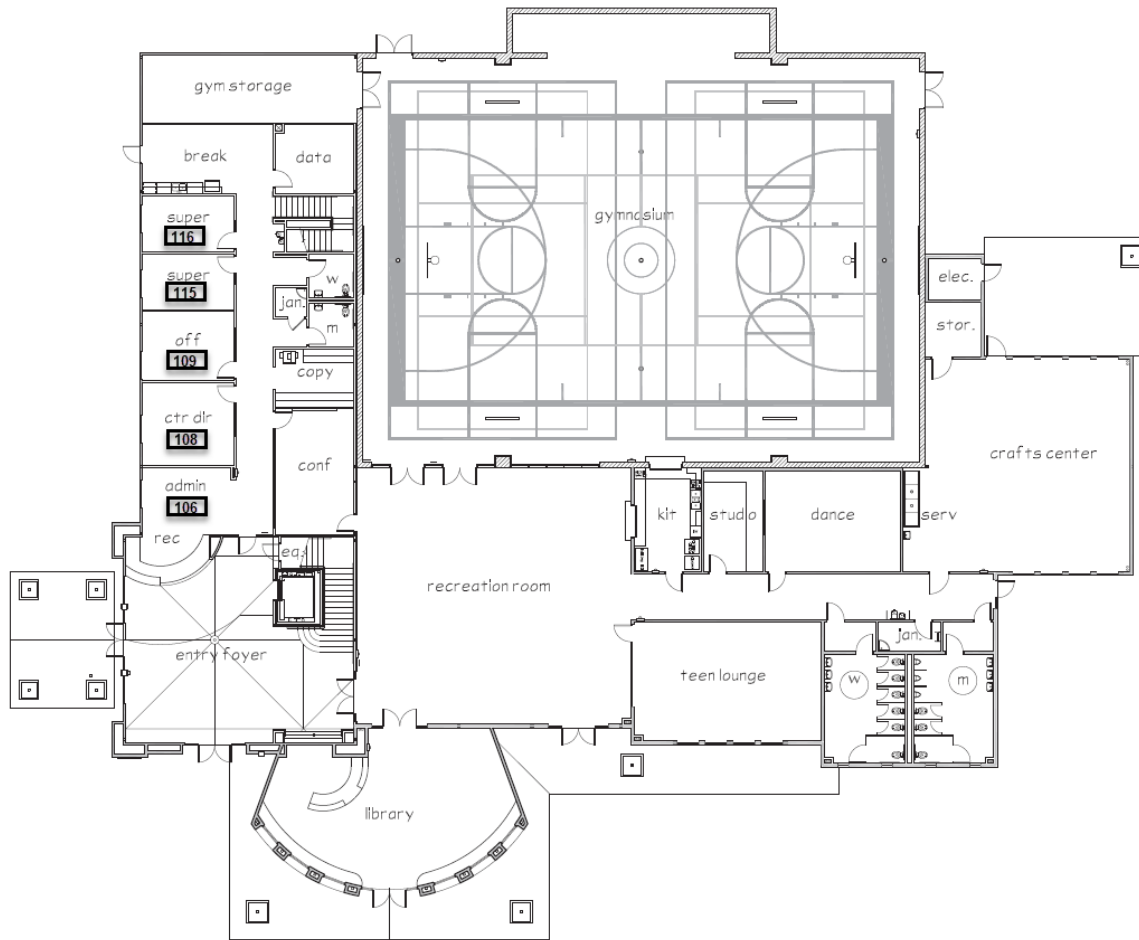
Shannon Chaffin

City Attorney

ATTACHMENT A CO-LOCATOR SUB AGREEMENT PROPERTY LOCATION

Co-Locator agrees that the property layout illustrated herein is for the use of the co-locator in accordance with all terms of the main agreement.

Furniture is included in agreement.

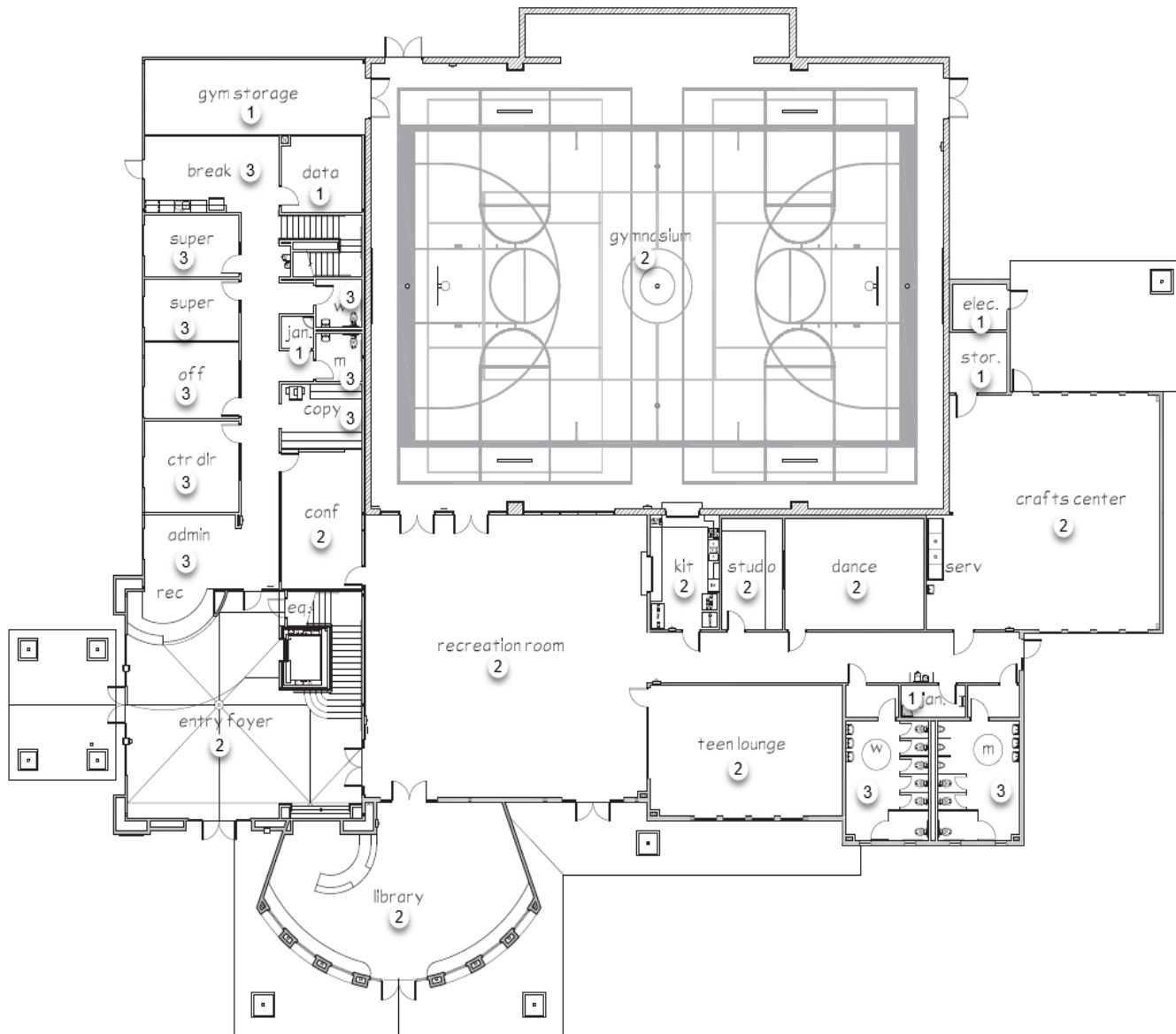


ATTACHMENT B-1
CO-LOCATOR SUB AGREEMENT
USE OF COMMON AREAS 1ST FLOOR

Co-Locator agrees to abide by the terms of use for common areas as described herein and to adhere to City of Madera Parks and Community Services procedures for communication and scheduling.

Restricted use, City Staff only

Use permitted with pre-approval and
scheduling from Parks and Community
Service Staff



ATTACHMENT C
JOHN W. WELLS YOUTH CENTER
OPENING/CLOSING PROCEDURES FOR CO-LOCATORS

Co-locators have no responsibility for opening procedures if they arrive at the building concurrent with, or after City staff during regular operating hours (M-F 8:00 am – 5:00 pm). Similarly co-locators have no responsibility for closing procedures if they leave the building concurrent with, or before City staff during regular operating hours.

At all other times the co-locator is responsible for the following at a minimum:

1. Enter only through the lobby front-entrance door adjacent to the main parking lot.
2. Deactivate the alarm immediately upon entering.
3. Make sure that the entrance door remains locked to prevent unauthorized entry.
4. Confine activities as much as possible to the first floor administration area.
5. Do not enter into the Recreation Room or beyond without prior approval from staff.

If the co-locator is the last one to leave the administration portion of the building, they are responsible for the following:

1. Ensure copy machines, and other equipment is turned off.
2. Make sure that all interior doors in the administration area are closed.
3. Make sure that all exterior doors are locked.
4. Activate the alarm immediately before exiting.

ATTACHMENT D

Center Rental and Use Policy

City of Madera

Parks & Community Services

701 E. 5th Street, Madera, CA 93638 P: (559) 661-5495 W: www.madera.gov



Facility Use Reservation Policy

CITY OF MADERA
FACILITY USE & RESERVATION POLICY

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGES</u>
FACILITIES	
I. INTRODUCTION & FACILITIES.....	3
II. FACILITY USE AND RESERVATION POLICY	4- 8
A. ADMINISTRATIVE RESPONSIBILITY	4
B. FACILITY AVAILABILITY/FEES.....	4 - 6
B-1 Pan-American Community Center.....	4 - 5
B-2 Frank Bergon Senior Center.....	5
B-3 Rotary Youth Hut	6
C. FACILITY RENTAL HOURS	6
D. RESPONSIBILITIES OF THE RENTERS.....	6 - 7
E. INSURANCE	7
F. SECURITY.....	7
G. ALCOHOL BEVERAGES	7
H. SMOKING	7
I. ONGOING FACILITY USE	7 - 8
J. PARKING.....	8
K. FAILURE TO COMPLY	8
L. PERMIT REVOCATION	8
M. APPEALS, SUSPENSION OF RULES.....	8
III. TERMS AND CONDITIONS OF USE.....	9 - 10
A. RESERVATION PROCEDURES.....	9
B. KITCHEN.....	9
C. DECORATIONS.....	9
D. CUSTODIAL	9
E. FACILITY AIDE	9
F. USE OF EQUIPMENT	10
G. AMPLIFIED SOUND.....	10
IV. GROUP CLASSIFICATION	10
A. NON-PROFIT ORGANIZATIONS.....	10
B. GENERAL PUBLIC	10

CITY OF MADERA

Facilities Use and Reservation Policy

Reservation applications may be obtained from the Madera Parks & Community Services Department,
701 East 5th Street, Madera, Ca 93638
Phone: (559)661-5495 Website: www.madera.gov

I. INTRODUCTION & FACILITIES

The Madera Parks & Community Services Department has an ideal facility for your next gathering. The Pan-American Community Center and the Frank A. Bergon Senior Center accommodate larger groups and have been the sites of many wedding receptions, anniversary parties, birthday parties and other festive functions. The Rotary Youth Hut offers a more intimate setting for smaller gatherings and meetings.

Pan-American Community Center

703 E. Sherwood Way

Madera, Ca. 93638

(559)661-2095 -Pan American Community Center

(559)661-5495 -Reservations/ Information

Multipurpose Room - 350 Maximum Capacity

Warming Kitchen, Stage, Patio.

Senior Room - 90 Maximum Capacity

Warming Kitchen and Patio.

Frank A. Bergon Senior Center

238 S. "D" Street

Madera, Ca. 93638

(559)673-4293 -Frank Bergon Center

(559)661-5495-Reservations /

Information Maximum

Capacity- 100 Warming Kitchen

Rotary Youth Hut

113 S. "Q" Street

Madera, Ca. 93637

661-5495 -Reservations / Information

50 - Maximum Capacity

II. FACILITY USE AND RESERVATION POLICIES

A. Administrative Responsibility

The Madera Parks & Community Services Department approves and administers the rental of the Pan-American Community Center, Frank Bergon Senior Center, and the Rotary Youth Hut in accordance with the general policy set forth.

B. Facility Availability

Rental hours for City of Madera facilities are as follows:

B-1 Pan-American Community Center

703 E. Sherwood Way, Madera, CA 93638
(559)675-2095 - Pan-American Community Center
(559)661-5495 -Reservations/Information

Saturday & Sunday 10:30 a.m. -1:00 a.m. (early entry as early as 8:00 a.m.)
Monday - Friday By arrangement, if hours do not conflict with City of Madera operated programs.

Amenities: Gym, patio, kitchen (warming only), restrooms, electrical outlets, tables, chairs, and parking.

Gym: Seating 350 Maximum Capacity

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$110 (3 hr. min.)	\$670
Kitchen		\$135
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$200
Cleaning/Security Deposit (alcohol)		\$500
Administrative Fee (non-refundable)		\$ 25

Non-Profit Organization

Facility use without kitchen	\$93.50 (3 hr. min.)	\$569.50
Kitchen		\$134
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$100
Cleaning/Security Deposit (alcohol)		\$250
Administrative Fee (non-refundable)		\$ 25

Multi-purpose Room: Seating 90 Maximum Capacity

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$50 (3 hr. min.)	\$200
Kitchen		\$ 40
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$150

Cleaning/Security Deposit (alcohol)	\$250
Administrative Fee (non-refundable)	\$ 25

Non-Profit Organization

Facility use without kitchen	\$42.50 (3 hr. min.)	\$170
Kitchen		\$ 40
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$100
Cleaning/Security Deposit (alcohol)		\$250
Administrative Fee (non-refundable)		\$ 25

Requirements when alcohol is present at the Pan-American Community Center:

- **1 bonded security guard for every 50 people.**
- **Liability insurance in the amount of \$1,000,000 (1 million) with the City of Madera, 701 E. 5th Street, Madera, CA 93638, as additionally insured.**
- **Insurance must indicate host liquor.**
- **Following verbiage must be included on the Declaration/Endorsement page, "The City of Madera and its officers, officials, employees, and agents".**

B-2 Frank Bergon Senior Center

238 South D Street

Madera, CA 93638

(559)673-4293 - Frank Bergon Senior Center

(559)661-5495 -Reservations/Information

Saturday & Sunday	10:30 a.m. -1:00 a.m. (early entry as early as 8:00 a.m.)
Monday – Friday	By arrangement, if hours do not conflict with City of Madera operated programs.

Amenities: warming kitchen, tables, chairs, electrical outlets, restrooms, parking.

Multipurpose Room: Maximum Capacity Banquet 100, Assembly 220

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$75 (3 hr. min.)	\$400
Kitchen		\$ 40
Cleaning/Security Deposit (non-alcohol)		\$100
Administrative Fee (non-refundable)		\$ 25

Non-Profit Organization	Hourly Rate	All Day Rate
Facility use without kitchen	\$63.75 (3 hr. min.)	\$340
Kitchen		\$ 40
Cleaning/Security Deposit (non-alcohol)		\$100
Administrative Fee (non-refundable)		\$ 25

B-3 Rotary Youth Hut - Maximum Capacity 50
113 South Q Street
Madera, CA 93637
(559)661-5495 -Reservations/Information

Monday - Sunday 10:30 a.m. - 1:00 a.m. (early entry as early as 8:00 a.m.)

Amenities: electrical outlets, tables, chairs, restrooms, parking.

General Public	Hourly Rate	All Day Rate
Facility use	\$40 (3 hr. min.)	\$180
Cleaning/Security Deposit		\$ 50
Administrative Fee (non-refundable)		\$ 25

Non-Profit Organization	Hourly Rate	All Day Rate
Facility use	\$34 (3hr. min.)	\$ 153
Cleaning/Security Deposit		\$ 50
Administrative Fee (non-refundable)		\$ 25

Days and hours are subject to change at any time.

C. Facility Rental Hours

- There is a 3-hour minimum any indoor facility.
- All hours reserved must be continuous.
- No reservations can be extended past 1:00 a.m.
- Early entry to a facility requires an additional charge of \$20.00 per hour with early entry no earlier than 8:00 a.m.
- Renter or designee must be present during all hours of scheduled reservation.
- Participants must adhere to hours on permit/contract.
- Reservation hours must include set-up and clean-up time.
- Clean-up of facility must be completed by ending time on reservation. (No exceptions)
- Delivery of supplies and/or equipment will not be accepted at facilities prior to indicated set-up time.
- All individuals associated with the reservation must vacate the facility by the indicated ending time.
- The City of Madera reserves the right to deny any changes.
- **Facilities are not available for rental on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.**
- **The following days are on a case-by-case basis: Day after Thanksgiving, Christmas Eve, and New Year's Eve.**

D. Responsibilities of the Renters

- Renter is responsible for conduct of all participants, supervision of minors, damages, and all fees due.
- Participants must agree to obey fully and promptly any, and all lawful orders given by the Police Department, Fire Department and/or staff of the Parks & Community Services Department.
- If police assistance is required, the reservation could be shut down immediately, the deposit will be forfeited and additional fee may be applied.

E. Insurance

- **Insurance is required for reservation serving alcohol.**
- Certificate of Insurance and an Endorsement in the amount of \$1,000,000 (1 million) listing the City of Madera as additionally insured must be submitted to City of Madera **30 days** prior to event.
- Following verbiage must be included on the Declaration/Endorsement page, “The City of Madera and its officers, officials, employees, and agents”.

F. Security

- Security may be required at any reservation, whether or not alcohol is served.
- One security guard per 50 people is required when alcohol is present, or any reservation the City of Madera deems necessary.
- The cost of security will be paid by the renter.
- The security company must hold a City of Madera business license and be bonded by the State of California.
- Security guards must be at the reservation the **entire** time guests are present.
- Security guards must be in uniform and are responsible for patrolling both the interior and exterior of premises and handle and issues that does not pertain to the facility.
- Facility Aide has the authority to require extra security for the reservation if they deem necessary.
- If required to have security present at the reservation, renter must provide **proof of an agreement with licensed security firm no later than 30 days prior to event.**

G. Alcohol Beverages

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

- If there is alcohol being served, SERVICE OF ALCOHOL MUST END ONE (1) HOUR before the end of the reservation.
- All groups selling alcoholic beverages must conform to all State Alcoholic Beverage rules and regulations and must obtain all permits required by the State Department of Alcoholic Beverages Control and have prior approval form the City of Madera.
- Copies of all State Department of Alcoholic Beverage Control permits must be submitted to the City of Madera.

H. Smoking is NOT allowed.

- Smoking is prohibited in all City owned facilities. (Ord. 586)

I. Ongoing Facility Use

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

J. Parking

- Parking regulations must be followed at all times.

K. Failure to Comply

- Failure to comply with policies, terms and conditions will result in forfeiture of deposit, additional fees (if applicable), and placed on the “**Do Not Rent**” list.

L. Permit Revocation

- The City of Madera reserves the right to revoke the reservation at any time for any reason the City deems necessary, including: failure to observe any rules, regulations or ordinances of the City of Madera; fights, vandalism, or improper conduct; advertising an reservation before approval of application; exceeding building capacity; giving incomplete or incorrect information regarding the nature of reservation or number in attendance; or not being in possession of permit and/or licenses.
- If reservation is canceled for such reasons, no refund of fees and/or deposit will be given.
- The City of Madera reserves the right to revoke the reservation when facility is needed for emergency or City purposes, in which case all fees and deposit monies will be returned.

M. Appeals, Suspension of Rules:

- The use of facilities is administered by the Madera Parks & Community Services Department. The Department may, for good cause, suspend the rules contained herein and/or develop additional ruled governing use. In the interest of all parties, it is the intent of the City that appeals of administrative decisions be resolved at the lowest possible level. In the event of an appeal of an administrative decision regarding use or policy, the appeal shall be filed in writing, clearly stating the reasons for the appeal, and shall be processed by the following City staff in the order indicated until resolved:
 1. Facilities Coordinator
 2. Parks & Community Services Director
 3. City Administrator
- No appeal will be valid until it has been submitted and considered in the above-listed order.

II. TERMS AND CONDITIONS OF USE

A. Reservation Procedures

Reservations can be made over the phone: (559) 661-5495, online: www.madera.gov/reserve, or in person at the City of Madera Parks & Community Services office, 701 E. 5th Street, Madera, CA 93638.

- Reservations may be made up to one (1) year in advance.
- Prior approval must be obtained for reservations made less than 30 days from requested. All fees are due at time of reservation.
- Full payment is due at time of reservation.
- Approval of application and reservation will be considered only upon completion of application, payment of rental/deposit fees, certificate of insurance, proof of security (if required).

B. Kitchen

- Kitchen rentals are for warming and set-up only. No cooking allowed.
- Renters are not allowed to utilize utensils/supplies that belong to the facility.
- All supplies must be provided by the renter or caterer.
- City of Madera is not responsible for loss or damage.

C. Decorations

- All set-up and take-down of decorations are the responsibility of the renter. NO staples, tacks, nails, or anything that will cause damages to the facility is allowed.
- Helium balloons must be anchored and removed after reservation.
- Use of lit candles are not allowed.
- Some decorations may require fireproofing.
- Smoke machines are not allowed.

D. Custodial

- Applicants **must leave all areas of the facility in the same condition as it was found.**
- If extra cleaning by our Facility Aide is needed, funds will be taken from security deposit.
- If extra cleaning exceeds security deposit, the renter will be billed the balance.

E. Facility Aide

- A City of Madera Facility Aide will be on site during reservations (except Rotary Youth Hut, Facility Aide will be on call). The Facility Aide is authorized to shut down reservation for failure to comply with the Facility Use and Reservation Policy.
- For Rotary Youth Hut, if the assistance of the Facility Aide is needed, you will find in your permit/contract a cell phone number to call.

F. Use of Equipment

- City of Madera equipment is subject to availability.
- Equipment available at no extra charge includes available tables and chairs.
- No equipment will be loaned or removed from City of Madera facilities.
- All equipment is to set up by renter. This includes set-up and takedown of tables and chairs.

G. Amplified Sound

- Use of amplified sound is subject to noise ordinance restrictions. (Ord. 622)
- Sound must be turned down at the request of the Facility Aide, failure to comply may result in the closing of the reservation.

III. Group Classification

A. Non-Profit Organizations

Local non-profit organizations are organizations, which have an IRS Code 501(c) determination letter; and Government agencies fall under this classification for the purpose of determining rates and fees.

B. General Public

Private reservations that are arranged by individuals, families, and businesses. Includes agencies and organizations that do not have Non-Profit status.

ATTACHMENT E
Youth Center Building Rules

Sign in Sign out policy:

Participants are free to leave the program at any time, unless parents specify that their child/children are not to leave without being picked up by parent or an authorized person. Only an authorized person may pick up the child/children from the program. This authorized person must be on the emergency form. The child/children must sign in with Recreation Staff upon arrival and sign out when leaving for the day.

Clothing:

Appropriate clothing is required to participate in Recreation programming and must be always worn. If clothing is deemed as inappropriate, the participant will be asked to change or leave for the day. Dress code policies will be enforced.

Code of Conduct:

To ensure the quality and enjoyment of Recreation Programs, and to promote a safe and positive atmosphere in the programs, staff, participants, and persons involved with the programs (i.e., spectators, volunteers, seniors, etc.) shall abide by the following code of conduct in City Recreation Facilities:

1. All persons shall act with respect towards the safety and privacy of other people.
2. Physical or verbal abuse of any kind will not be tolerated.
3. Foul or abusive language is prohibited.
4. All persons shall treat public and private property and equipment with respect.
5. Program rules and regulations shall be always observed, including protocol in place to comply with local, State, and National guidelines to prevent the spread of the novel coronavirus.

Any City representative responsible for supervising, officiating or otherwise operating a Recreation program in a City facility shall have authority to enforce the terms of the Code of Conduct as authorized by a policy of the City of Madera. Failure of any person to abide by the Code of Conduct will result in disciplinary action, including, but not limited to:

1. Removal from the facility.
2. Restriction in program participation.
3. Suspension or expulsion from the program and or facility.

No refund of fees shall be given for any suspension or expulsion from a program for violating the Code of Conduct. The appropriate manager of the Parks and Community Services Department shall review any suspension or expulsion longer than 3 days. If the manger upholds the suspension or expulsion, an appeals procedure is available upon request from the Madera Parks and Community Services Department.

Zero Tolerance Policy Against Weapons or Dangerous Objects:

No weapons/dangerous objects allowed on premises. Madera Police Department will be called to handle any possessed, sold, or otherwise furnished firearm, knife, explosive, or any other dangerous object.

**Zero Tolerance Policy Against Drugs and Alcohol:**

No drugs (including marijuana), cigarettes or alcohol is allowed in, on or near any City facility. Madera Police Department will be called to handle any possessed, sold or otherwise furnished substance.

In Case of Emergency:

I grant permission for the City of Madera staff to take whatever steps may be necessary to obtain emergency medical care if necessary. These steps may include, but are not limited to the following:

1. Attempt to contact parents or guardian.
2. Attempt to contact parents through any persons listed on the emergency form.
3. If parents/guardians cannot be contacted the following procedure will be taken:
 - a. Call Police Department
 - b. Call Paramedics and/or Ambulance
 - c. Have a child taken to an emergency room in the company of Emergency Medical Staff.Any medical expenses incurred under #3 will be paid by the child's family.

I fully understand my obligations for the City of Madera - Parks and Community Services Recreation Program(s) and will go over the information above with my child/children and explain to them their responsibilities.

COVID-19 Safety Plan Acknowledgement

I hereby acknowledge receipt of the COVID-19 Safety Plan for the activity my child is being registered for. I have read and understand the Safety Plan and acknowledge that while all attempts will be made to prevent exposure and spread of the novel coronavirus, exposure may still occur. I also acknowledge the following:

1. I understand that I will not be permitted to enter the premises beyond the designated drop-off and pick-up area.
2. I understand that I must be timely in my drop-off and pick-up to do my part in maintaining the staggered program schedule.

3. I understand that my child will be screened for symptoms of febrile respiratory illness, including taking of my child's temperature and assessment of symptoms including, but not limited to cough, shortness of breath, chills, loss of taste or smell, sore throat, and/or muscle aches.
4. I understand that my child will not be allowed entry should his/her temperature register at 100 degrees Fahrenheit or higher.
5. I understand that if my child displays any of the above noted symptoms during the offered programs, he/she will be placed in an isolation room and must be picked up within 15 minutes of contact; as such, I understand that I must be always available by telephone while my child is participating.
6. I understand that my child must wear a cloth face covering while participating in this program; if my child arrives without a cloth face covering, a disposable face covering will be provided.
7. I acknowledge that my child has not traveled outside the United States in the past 14 days to countries affected by COVID-19.
8. I acknowledge that my child has not traveled domestically within the United States by commercial airline, train, bus, cruise ship, or other means of mass travel in the past 14 days.

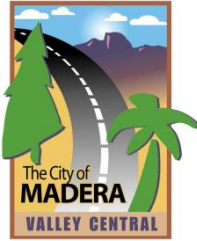
Express Assumption of Risk Associated with Recreational Activities:

I hereby affirm and acknowledge that I fully understand the hazards and risks associated with recreational activities hosted and led by the City of Madera - Parks and Community Services Department. The inherent risks and hazards include but are not limited to:



1. Injuries sustained from all **physical activities**, such as running, jumping, hiking, biking, climbing, camping, fishing, cooking, and engaging in sporting events such as basketball, softball, football, volleyball and more.
2. Injuries sustained from **objects** that are either natural or man-made, such as play structures, benches, rocks, and trees, or from misjudging **terrain** that induces slipping, falling, colliding or otherwise.
3. Injuries and illnesses sustained from all water sports such as: **swimming**, diving, water exercise, impacting the water, and/or water entering bodily orifices.
4. Injuries from hypothermia, heat stroke, dehydration, etc. from exposure to the elements, such as rain, cold, excessive heat, or the **weather** in general.
5. Physical and monetary injuries sustained due to participant's personal **negligence** and/or the negligence of others, crowds, and altercations with other patrons.
6. Injuries or illnesses sustained from either **plants or animals**, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals present within the park or facility in general.
7. Sickness or injury from transmissible infectious diseases including viruses such as SAR's, **COVID-19**, etc.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury (bruises, contusions, scrapes, scratches, broken bones, etc.), permanent disability (both physical and mental), drowning and death.



REPORT TO CITY COUNCIL

Approved by:

Arnaldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: E-1

SUBJECT:

Response to Madera County Grand Jury Final Report 2223-02: "City of Madera Fails to Enforce the Golf Course Contract Requirements"

RECOMMENDATION:

It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report on June 20, 2023. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within specified guidelines provided by the California Penal Code.

DISCUSSION:

The MCGJ issued a Report titled "City of Madera Fails to Enforce the Golf Course Contract Requirements" on June 20, 2023 requiring a response from the Mayor and from City Council. The Mayor and Council has 90 days to submit a written response to the Report and submit it to the Madera County Superior Court Presiding Judge. Staff has prepared a proposed Response to the Report for Council's consideration, consistent with Penal Code requirements to fulfill the required response from the Mayor and from Council.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented; in which case the responding party must include a summary of the implemented action;
2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;
3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or
4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

FINANCIAL IMPACT:

The City's proposed Response to the Madera County Grand Jury does not constitute a direct financial impact to the City.

ALTERNATIVES:

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the Response with amendments.
- Direct staff to return with additional information at a Council meeting before September 18, 2023, when response is required by the MCGJ, meeting the 90-day response requirement.

ATTACHMENTS:

1. City of Madera Response to Madera County Grand Jury Final Report 2223-02: " City of Madera Fails to Enforce the Golf Course Contract Requirements"
2. Madera County Grand Jury Report 2223-02

1. City of Madera Response to Madera County Grand Jury Final Report 2223-02: " City of Madera Fails to Enforce the Golf Course Contract Requirements"

_____, 2023

The Honorable Michael Jurkovich, Supervising Judge
Madera County Superior Court
Supervising Judge for Grand Jury
200 S. G Street
Madera, CA 93637

**Re: City of Madera Fails to Enforce the Golf Course Contract Requirements 2022-2023
Madera County Grand Jury Final Report 2223-02; Published on June 16, 2023**

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera, the City Manager, and the Parks & Community Services Department, collectively referred to as "City" in this Response.

On Tuesday, June 20, 2023, the City of Madera ("City") received an email from the Madera County Grand Jury, which attached a copy of the Grand Jury's Report titled "City of Madera Fails to Enforce the Golf Course Contract Requirements" (hereafter "Report"). The report does not stipulate when it would be released to the public. As such, we view the release date as June 20, 2023.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the City respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

Please be advised the City has taken the Grand Jury's Report seriously and has endeavored to address the Report comprehensively, as evidenced by this Response and by the attachments comprising 20 pages. Great care has been taken to ensure the City responds concisely yet with appropriate details as demonstrated by references to numerous documents which the City has researched, reviewed, and attached to this Response.

Based on the above, the following constitutes the City's Response to the Grand Jury's Findings and Recommendations relating to the Report.

FINDINGS

F1: The MCGJ finds that the City's golf course Budget reports are misleading. This gives the City Council and the public a false understanding of the actual Net Surplus in the City Budget.

Response 1: The City disagrees partially with this finding. As written, it is unclear what the finding is in reference to. The City's adopted Fiscal Year 2022/23 Operating Budget clearly identifies the City's debt pertaining to the Golf Course on pages 182, 187, and 244 under the title "Golf Course Debt Service."

The City acknowledges that potential confusion may be introduced on Page 245 of the adopted Fiscal Year 2022/23 Operating Budget document where it indicates that the City will "Transfer In" \$298,804, allowing the City to service its debt. A transfer is required to service outstanding debt considering the revenue generated is less than debt, and this practice is common in government accounting practices. This means that the City transfers that amount from the General fund to ensure the debt payments are made. While this terminology is used in public finance, greater explanation may be warranted on how these standards apply to the City budget.

With that said, the City routinely highlights the outstanding golf course loan balance. For example, in the report to the City Council on March 17, 2021, pertaining to the Sixth Amendment, it states:

"It is worth noting that there is outstanding debt for the golf course. The annual debt service for the golf course loan is approximately \$328k in calendar years 2021, 2022, and 2023. The annual debt decreases to roughly \$164k in 2024 at which time the debt will be retired. In addition, the golf course leases land from the Airport at an annual cost of \$60k."

Moreover, the City's Fiscal Year 2022/23 Operating Budget, notes, in part:

"The [golf course] fund does not typically cover its operating expenses with annual revenues. Due to a lack of revenue, the General Fund supports the Golf Course Fund with annual transfers-in" (Page 180)

The City is noting that it "disagrees partially" because of the mandated method for response.

F2: The MCGJ finds that Lease Exhibit A and Exhibit B are obsolete.

Response 2: The City agrees with this finding. Said exhibits were part of the original 2009 Agreement between the City and Sierra Golf Management, Inc. (SGM); however, because the exhibits remain part of the official record and for transparency, they have not been omitted from more recent updates. It is not a typical business practice to delete exhibits from existing agreements as this would create a void in the record.

F3: The MCGJ finds that the record-keeping requirements of the Lease are not being met.

Response 3: The City partially agrees with the finding. The City has records pertaining to Capital Projects and revenues to the City, but lacks records pertaining to the United States Golf Association.

F4: The MCGJ finds that the City appointed the Parks Director to coordinate with Sierra for this golf course planning and oversight role.

Response 4: The City agrees with this finding. The City's Director of Parks & Community Services is responsible for coordination and oversight of the Municipal Golf Course.

F5: The MCGJ finds that the City has failed to exercise reasonable oversight and enforcement over the golf course maintenance and capital improvements.

Response 5: The City partially disagrees with the finding. The finding, as written, provides insufficient information to either agree or disagree, as the term, "reasonable oversight and enforcement" is unclear.

While not mentioned in Finding 5, the narrative of the Report alludes to sand. The respondent is assuming that this finding is relative to said item. If so, Section 16 of the 2009 Agreement notes that SGM shall be responsible for providing sand; whereas Section 5.6 of the Sixth Amendment notes:

"[S]aid capital improvements shall include repairing of drainage and renovation of 11 bunkers on the course. Said costs includes [sic], but is not limited to materials, equipment, and labor."

Thus, while additional clarity may be desired, it is clear that the renovation of the bunkers for drainage improvement was deemed an appropriate expense.

More recently, the City did not mandate that the \$15,000 connection be made to the Madera Irrigation District line as required by the 6th Amendment. This item was determined to be redundant and would not add water capacity by the City, Sierra Golf Management, Inc. (SGM), and/or Madera Irrigation District, thus said funds were reappropriated to other more pressing water infrastructure. Said reallocation of the \$15,000 to add water capacity was approved by the City Council on June 21, 2023, as part of the 9th Amendment to the Agreement.

In terms of capital improvements, Section 34.6 of the original 2009 Agreement indicates:

All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than five (5) years, additionally any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than five (5) years after final resolution of such disputes, litigation, appeals or claims.

Said records are available for public viewing.

F6: The MCGJ finds that the Lease requires that logos and name “Madera Municipal Golf Course” must always be used for all signage, announcements, menus, events, websites, etc. The MCGJ finds that the logos and word “Municipal” have been often omitted from required usage.

Response: The City agrees with this finding. The City will address this with SGM.

F7: The MCGJ finds that use of the golf course kitchen for catering from the golf course, is offered on both Sierra and Sugar Pine websites. Catering from the golf course is Prohibited and is a breach of the Lease.

Response 7: The City agrees with this finding. It is noted that Section 7.13 of Agreement states:

“...Unless agreed upon in writing, Sierra agrees to limit it's services under this agreement to the facilities at the Golf Course and will not under the auspices of this agreement provide catering services off.”

As part of 9th Amendment, adopted by the City Council on June 21, 2023, this section was amended to read:

“Sentence 2 of Paragraph No 2 is deleted in its entirety and replaced with “Should SPS [Sugar Pine Smokehouse] vacate the clubhouse, the City, and SGM will work together to procure a new operator””

Thus, as part of the 9th Amendment, the prohibition against catering for off-site events was removed.

F8: The MCGJ finds that in 2021-23 the City gave Sierra unnecessary financial concessions due to the Covid-19 pandemic.

Response 8: The City disagrees with this finding. This finding neglects to recognize the immense uncertainty caused by the COVID-19 pandemic. In a report to the City Council on April 15, 2020, at the onset of the pandemic, City staff noted:

“The City and SGM were close to finalizing these terms last month when the COVID-19 pandemic began to emerge in the United States. The COVID-19 pandemic has had a negative impact on local economies, leaving SGM uncertain of long-term effects this may have on operations and reduction to revenues. SGM indicated to the City that they could not move forward with the terms of a new agreement due to the unknown variables at this time.”

At the time, the City’s agreement with SGM was set to sunset on April 30, 2020, and the City was not in a position to resume responsibility for the operations and maintenance of the golf course. As noted in Response 1, the City was responsible for servicing debt and a comprehensive review of the City’s adopted 2019/20 Operating Budget, and subsequent budgets, support the City’s position that it is unable to resume responsibility without

reallocating substantial monies from other funds. For example, as an alternative, the City could have reallocated monies from other funds, such as General Fund dollars from the Fire or Police Departments, but this would have been irresponsible and would have altered the City's service delivery model that the community has come to expect.

In addition, the respondent disagrees with the underlying inference that this reduction was somehow inappropriate. The respondent questions the basis of this finding, as this statement does not provide:

- Any evidence
- Indication of a study or reference to underlying data that defines "unnecessary"
- A reasonable alternative

A review of the record clearly demonstrates that the pandemic was a global crisis with significant economic impacts. In a report to the City Council on March 18, 2020, over one month prior to Amendment 5, the City proclaimed a local emergency due to the imminent threat of COVID-19. This declaration was consistent with National, State, and County states of emergency.

The report continues by noting that:

"[T]he exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation."

In short, the City was not in a position to resume responsibility given the uncertainty of the pandemic. The purpose of the concessions was an attempt to maintain the golf course in operating condition.

F9: The MCGJ finds that Lease section 4.4 unnecessarily excludes the City from receiving any revenue from the described activities.

Response 9: The City disagrees with this finding. The observation that the City excluded itself from receiving any revenue from the described activities is accurate; however, the respondent disagrees with the underlying inference that this fee practice is somehow inappropriate. Moreover, staff that was involved during the original 2009 Agreement have separated from the City, thus any direct response to counter with rationale would be speculative. Under the established structure, the City receives a Base Rent, compensating for additional activities.

F10: The MCGJ finds that there are no United States Golf Association [USGA] reports as required by the Lease.

Response 10: The City agrees with this finding. After additional research, SGM acknowledged that they have not contracted with USGA since the agreement was ratified in 2009. Since then, USGA visited the golf course on July 21, 2023. USGA provided a written report which was presented to the City Council on August 2, 2023. This report is attached as Attachment 1.

RECOMMENDATIONS:

R1: The MCGJ recommends that the City Finance Director correct and clarify all budget entries by December 31, 2023.

Response 1: The respondent is under the assumption that this recommendation pertains to the payment from the Golf Course to the Airport. If so, this recommendation has been addressed.

Staff became aware that the Golf Course Fund does not contain appropriations in the Fiscal Year 2022/23 Annual Operating budget to cover the rent payment to the Airport Fund. The payment of \$64,083 is made to the Airport Fund as it is the legal owner of a portion of the property on which the golf course resides. To remedy this, at its June 21, 2023, City Council meeting, the Council approved an appropriation through a budget amendment.

R2: The MCGJ recommends that the City of Madera immediately rewrite a new contract for the lease, management, and operation of the Madera Municipal Golf Course.

Response 2: At its June 21, 2023, the day after the Grand Jury submitted its Report to the City, the City Council approved a five-year contract extension. In accordance with the Brown Act, the documents considered by City Council were published on June 17, 2023, days prior to the Grand Jury Report. While the City acknowledges that a contract absent items the Grand Jury considers obsolete may not be ideal, the contract is a legally binding document. Regardless, the City and SGM have discussed updating the contract.

R3: The MCGJ recommends “Detailed” records of Capital Improvements and Maintenance expenditures and the USGA advice reports, be kept by the City for public viewing and for at least five years or as required by law.

Response 3: This recommendation has been partially implemented and will be ongoing. The City has a long-standing policy relating to the retention of records in conformance with state law; however, the City understands the MCGJ request for greater detail. Moreover, the City prides itself in aiming to be transparent in governance and management of the City. This includes adhering to requests for public documents when requested by the community and all other Public Records requests, per the Public Records Act.

In terms of USGA advice reports, the initial report was made available to the public on August 2, 2023.

R4: The MCGJ recommends that Parks Director or other City Representative immediately begin to monitor and exercise oversight over the golf course Capital Improvement and Maintenance expenditures.

Response 4: This recommendation has been implemented and will be ongoing. Moreover, the 9th Amendment established a Golf Course Committee comprised of:

1. One City Council member
2. Director of Parks & Community Services
3. SGM Representative
4. Service Organization Representative
5. Golfer/At -large Community member
6. Food and Beverage Director/Representative
7. At-large Community member (added during the City Council meeting on June 21, 2023)

The Committee is expected to provide oversight on capital improvements and maintenance. In addition, the 9th Amendment requires that the City collect capital improvement funding and reimburse SGM for eligible activities. This is in contrast to the historic practice where SGM would submit receipts to the City.

R5: The MCGJ recommends that the City immediately specify the Maintenance and Capital Improvement categories as defined by USGA to eliminate confusion as to what Sierra is paying and/or has paid for golf course Capital Improvements and Maintenance.

Response 5: USGA visited the golf course on July 21, 2023 and prepared a list of recommendations. The report was presented to the City Council on August 2, 2023 and will be shared with the Golf Course Advisory Committee at their upcoming meeting.

R6: The MCGJ recommends that the City immediately enforce the Lease provisions requiring the word 'Municipal' and all other name and logo requirements.

Response 6: This recommendation has been implemented and will be on-going.

R7: The MCGJ recommends that the City immediately review its position on catering. When making any decision, the City should determine its original purpose for prohibiting offsite food service and catering. City should enforce the agreement or allow the use.

Response 7: The recently approved 9th amendment permits offsite catering. This item was reviewed during recent negotiations and the City cannot determine why said prohibition was originally included.

R8: The MCGJ recommends that the City immediately negotiate for concessions it made during Covid-19. The City should consider increasing its share of revenue by participating in all of Sierra's income excluded from the City in Lease Section 4.4.

Response 8: On June 21, 2023, the City Council approved the 9th Amendment which outlines how much SGM pays the City to operate the Golf Course. As part of the 9th Amendment, the amount that SGM remits to the City for base rent and per round of golf exceeds what it paid prior to the COVID-19 Pandemic.

R9: The MCGJ recommends that a new Lease be drafted immediately deleting all obsolete terms which unnecessarily exclude the City from City revenue.

Response 9: Given that the recommendation does not identify specifics, the City does not have adequate information to ascertain what obsolete terms this is regarding. Per Finding 2, it is apparent that the Madera County Grand Jury considers Exhibits A and B from the original 2009 Agreement obsolete; however, drafting a new agreement to strike two exhibits appears excessive. In addition, on June 21, 2023, the City Council approved the 9th Amendment, a five-year extension. Notwithstanding this, both parties have discussed preparing a consolidated agreement.

R10: The MCGJ recommends that the City should immediately make the USGA mandatory annual reports available for public review.

Response: This report was presented to the City Council on August 2, 2023 and is attached.

We thank the Grand Jury for its service to the community. Please let us know if you or the Grand Jury need additional information.

Sincerely,

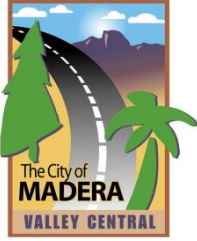
Arnoldo Rodriguez
City Manager
City of Madera

c: Foreperson, Madera County Grand Jury, PO Box 584, Madera, CA 93639

Attachments:

1. Report to the City Council dated August 2, 2023, including report from the USGA

Attachment A: Report to the City Council dated August 2, 2023, including
United States Golf Association report



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 2, 2023

Agenda Number: _____

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Informational report on USGA Site visit to the Madera Municipal Golf Course

RECOMMENDATION:

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

SUMMARY:

During the June 21, 2023 Council meeting staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. There is a provision in the original 2009 contract requiring an annual audit be conducted by the United States Golf Association (USGA); however, the report had not been previously prepared.

The staff is providing this report to inform Council that the USGA annual audit provision has been satisfied.

DISCUSSION:

On July 21, 2023, the USGA conducted its first audit of the Madera Municipal Golf Course. The audit findings were generally favorable. The course is over 30 years old and in good shape, except for several items requiring upgrades or general maintenance.

Recommendations made by USGA are presented below:

1. Upgrade Irrigation System

2. Increase Weed Control
3. Putting Greens – increase sand dilution and decrease surface patch.
4. Bunker renovation
5. Upgrade to hybrid Bermudagrass

The establishment of a seven (7) member golf committee was approved by Council during the July 19, 2023, meeting. The USGA recommendations will be scheduled for discussion during the Committee's upcoming.

FINANCIAL IMPACT:

Funding for Golf Course Capital improvement projects will be generated by revenues outlined within contract amendment nine.

ALTERNATIVES:

This is an informational item only.

ATTACHMENTS:

1. USGA Site Visit Report for Madera Municipal Golf Course 21 July 2023



USGA® COURSE CONSULTING SERVICE

Site Visit Report

Madera Municipal Golf Club Madera, California

Visit Date: July 21, 2023

Present:

Jeremy Jordan, Golf Course Superintendent
Dan Bacci, Sierra Golf Management
Jon Christensen, Sierra Golf Management
Brian Whitlark, USGA Green Section

Brian Whitlark | Regional Director, West Region | (480) 215-1958 | bwhitlark@usga.org

USGAGreenSection

Executive Summary

Thank you for the invitation to conduct the first Course Consulting Service visit to Madera Municipal Golf Course on behalf of the USGA Green Section. The purpose of the Course Consulting Service is to collect and distribute information on the proper construction and maintenance of golf courses. Each visit offers an impartial yet concerned perspective regarding turfgrass growth requirements, practical information on maintenance practices to address your needs, and sharing information from other courses that we visit that may be helpful to your operation. This information is provided free of bias since the USGA is not affiliated with manufacturers or suppliers. In short, we are a tool to help your superintendent and management team provide better turf for better golf.

This was my first visit to Madera Municipal Golf Course. The golf course is about 30 years old, and it is clear that there have been no capital improvement projects completed at the golf course. The infrastructure of the golf course is aging, and the most important topic of this report will be the need to upgrade components of the irrigation system. We will also discuss the importance of significantly increasing weed control efforts. A brief summary of the topics discussed in this report is included below:

- **Irrigation system.** Despite a significant reduction in irrigated turf, the irrigation system is insufficient to properly deliver water adequately and efficiently to this golf course. It is recommended for the City to consider significant upgrades to the pump station and irrigation system at Madera Municipal Golf Course.
- **Weed control.** Weeds are a significant problem at this golf course, and weed control efforts need to be increased in primary playing areas such as green surrounds, fairways and tees.
- **Putting greens.** The putting greens are in good health in general, but they are very soft and spongy. We will discuss increasing cultural practices to improve sand dilution and decrease surface thatch.
- **Bunkers.** The bunkers have exposed sumps which are unsightly and impact playability but do help to drain the bunkers during rainfall events. While not an immediate priority in my opinion, a bunker renovation should be considered in the future.
- **Bermudagrass upgrade.** After upgrading the irrigation infrastructure, it is recommended to consider upgrading to hybrid bermudagrass, which could be sprigged to the fairways perhaps nine holes per year. This would improve golf course aesthetics and playability year-round.

Table of Contents

- Irrigation 4**
 - Observations 4
 - Recommendations 5
- Bermudagrass Upgrade 6**
 - Observations and Recommendations 6
- Weed Control 7**
 - Observations 7
 - Recommendations 7
- Putting Greens 8**
 - Observations 8
 - Recommendations 8
- Bunkers 9**
 - Observations 9
 - Recommendations 9
- Closing Comments 9**
- USGA Green Section 10**
 - Turfgrass and Environmental Research 10
 - Tools and Solutions 10
 - Green Section Record 10

Irrigation

Observations

1. Antiquated System

The irrigation system is now over 30 years old. Most courses will replace irrigation satellites, sprinklers, lateral and mainline valves between year 15 and 25, and often courses will replace the entire irrigation system at year 30 to 35.

2. System Limitations

The irrigation system does not deliver water adequately and efficiently to this golf course. The system only delivers about 1,200 gallons per minute, which is only about 40% of what a typical golf course will pump out to an 18-hole golf course. This means not enough water can be delivered to the golf course during an evening irrigation cycle, and the time in which to apply water is 11 to 13 hours. A system with adequate pressure and flow could deliver more water in a window of only about six hours. The long water window creates wet conditions for golfers playing early in the morning and does not facilitate deep watering.

3. Multiple Sprinklers Per Valve

Most all golf courses I work with (approximately 90 golf courses per year) have the ability to control every sprinkler individually. At Madera, there are two to three sprinklers per station and, in some cases, five to six sprinklers per station. This means limited ability to apply site-specific water and results in inefficient use of water and overwatering.

4. Inconsistent Spacing

The spacing among the sprinklers is inconsistent, which results in localized wet and dry areas.

5. Valves Not Working

Mainline and lateral line valves are not working properly. This means that to conduct any repairs across the golf course, the team must shut off the pump station. During the summer months, this is a significant inconvenience and puts turfgrass throughout the golf course at risk of failure.

6. Pump Station in Poor Condition

The pump station is in very poor condition and is exposed to the elements.

7. No Independent Watering

It was great to see that irrigated turf was removed several years ago. It was reported that the team now irrigate only about 75 acres of turf compared to about 105 acres of turf several years ago. However, the sprinkler design is not set up to independently water only these 75 turf acres. This means water is applied where it is not needed.

8. Poor Sprinkler Design Around Greens

There are full-circle sprinklers around greens, which means water must be applied to green surrounds and bunkers when greens are watered. Ideally, greens would be watered with part-circle sprinklers designed only for the greens to allow deep watering of greens without flooding bunkers.

Recommendations

1. System Component Replacement

At the very least, it is suggested to replace swing joints, sprinklers and irrigation satellites and add a central irrigation computer. This is the very minimum irrigation component replacement plan. This plan does not allow for redesigning irrigation spacing to accommodate the new turf lines and does not replace lateral line pipes which are more likely to fail in the next five to ten years. Below is an industry reference that provides the expected useful service life of irrigation components:

GOLF COURSE ITEMS EXPECTED LIFE CYCLE

HOW LONG SHOULD PARTS OF THE GOLF COURSE LAST?

No two golf courses are alike except for one thing: deferring replacement of key items can lead to greater expense in the future, as well as a drop in conditioning and player enjoyment. The following information represents a realistic timeline for each item's longevity.

Component life spans can vary depending upon location of the golf course, quality of materials, original installation and past maintenance practices. The American Society of Golf Course Architects (ASGCA) encourages golf course leaders to work with an ASGCA member, superintendents and others to assess their course's components.

ITEM	YEARS
Greens (1)	15 – 30 years
Bunker Sand	5 – 7 years
Irrigation System	10 – 30 years
Irrigation Control System	10 – 15 years
Pump Station	15 – 20 years
Cart Paths – asphalt (2)	5 – 10 years (or longer)
Cart Paths – concrete	15 – 30 years (or longer)
Practice Range Tees	5 – 10 years
Tees	15 – 20 years
Corrugated Metal Pipes	15 – 30 years
Bunker Drainage Pipes (3)	5 – 10 years
Mulch	1 – 3 years
Grass (4)	Varies

NOTES: (1) Several factors can weigh into the decision to replace greens: accumulation of layers on the surface of the original construction, the desire to convert to new grasses and response to changes in the game from an architectural standpoint (like the interaction between green speed and hole locations). (2) Assumes on-going maintenance beginning 1 - 2 years after installation. (3) Typically replaced because the sand is being changed – while the machinery is there to change sand, it's often a good time to replace the drainage pipes as well. (4) As new grasses enter the marketplace – for example, those that are more drought and disease tolerant — replanting may be appropriate, depending upon the site.

ASGCA thanks those at the USGA Green Section, Golf Course Builders Association of America, Golf Course Superintendents Association of America and various suppliers for their assistance in compiling this information.

The materials presented on this chart have been reviewed by the following Allied Associations of Golf:



For more information, contact ASGCA at (262) 786-5960 or visit www.ASGCA.org

DATA COMPILED BY ASGCA, 125 NORTH EXECUTIVE DRIVE, SUITE 302, BROOKFIELD, WI 53005

2. Pump Station Replacement

In Central California, the irrigation system is the lifeblood of every golf course and effectively is the most important part of the golf course. Without it, you do not have a golf course. Replacing the irrigation system components in conjunction with upgrading to hybrid bermudagrass would have a significant positive impact on the golfer experience for the long-term viability and sustainability of this golf course. It is strongly recommended to replace the pump station with a system that is capable of delivering at least 2,500 gallons per minute.

- You may wish to reach out to Cloudburst Engineering in Palm Desert to assist with the pump station replacement.
- It is also strongly recommended to reach out to an irrigation designer such as [BTG Golf LLC](#) for consultation on the system hydraulics. It is critical to size the pipe properly leaving the pump station and throughout the golf course to provide adequate flow.
- Below I have included several articles on the importance of replacing the irrigation system.
 - ♦ [How Do We Know When It Is a Good Time to Replace Our Irrigation System?](#)
 - ♦ [How Long Does an Irrigation System Last?](#)
 - ♦ [Irrigation System: There Is More Than Meets the Eye](#)
 - ♦ [New Irrigation System Offers Significant Water Savings](#)
 - ♦ [Proper Pump Maintenance and Testing](#)
 - ♦ [Making Your Case for An Irrigation Renovation](#)
 - ♦ [USGA Water Use and Irrigation Literature](#)

Bermudagrass Upgrade

Observations and Recommendations

1. Hodgepodge of Grasses

The primary playing areas in green surrounds, fairways and tees consist of a hodgepodge of grasses including common bermudagrass, cool-season and warm-season weeds, and patches of hybrid bermudagrass. The current combination of grasses and weeds does not provide the ability to deliver good conditions any time of the year. While golfers may consider the conditions acceptable, there is a huge opportunity at this facility if the irrigation system is upgraded to convert to hybrid bermudagrass and deliver a far superior playing experience, and one that will use much less water.

2. Convert To Hybrid Bermudagrass

While many courses are sodding hybrid bermudagrass at a cost of about \$.70 per square foot, there is an option to sprig bermudagrass at a cost of about \$.15 per square foot. However, this would require closing nine holes for a period of about 90 days during the summer months to complete the conversion. It is important to note that it is not recommended to consider any conversion until the irrigation system is upgraded. The success of the conversion relies on improved irrigation coverage. The current system limitations would significantly limit the success of the conversion. Here is an article that explains [bermudagrass conversion](#) in greater detail.

Weed Control

Observations

1. Significant Weed Population

Unfortunately, the golf course is littered with both cool-season and warm-season weeds. Green surrounds, fairways and tees have a very high weed population which significantly detracts from the golfer experience. It also weakens the existing turfgrasses.

Recommendations

1. Increased Weed Control Program

While it may be several years until the City has the funds to upgrade the irrigation system and convert to hybrid bermudagrass, weed control efforts should be increased immediately. There is a big opportunity to significantly reduce the weed population during the summer months, which will ultimately increase the health of the common bermudagrass. Please consider the following weed control program:

- **Increased nitrogen.** First and foremost, nitrogen should be increased on fairways to improve common bermudagrass density and coverage. It is always impressive to see that when bermudagrass density improves, the weed population decreases. Ideally, you would apply at least 2 pounds of nitrogen per 1,000 square feet between mid-September in late October and apply another 2 pounds of nitrogen per 1,000 square feet from early April through the end of May. Nitrogen should be applied only where necessary during the summer months.
- **Spring preemergent weed control.** Please consider the following two options for pre-emergence weed control, which should begin in late February or early March:
 - ◆ One option is to spray indaziflam (Specticle®) on green surrounds, fairways and tees. The Specticle will kill a majority of existing cool-season weeds. Specticle can be expected to provide weed control through the end of August. It is critical to avoid spraying Specticle within a 15-foot barrier of the putting greens. In this zone, it is recommended to use a combination of prodiamine and Pennant Magnum® for preemergence control. A second application will be needed in late May, and the chemistry should be switch to granular Ronstar® to pick up goosegrass control.
 - ◆ The next option is to combine prodiamine with the Pennant Magnum in early March on green surrounds, fairways and tees. A second application will be needed with an alternative chemistry such as oxadiazon (granular Ronstar). Another option is simazine (Princep®).
- **Fall postemergence goosegrass control.** For postemergence control of goosegrass, it is strongly recommended to have Sencor® on hand. While the two-application strategy in the spring is very important to control the summer weeds, we discussed not using preemergence products in the fall given the common bermudagrass is susceptible to wet and soggy conditions. In fact, the annual bluegrass and ryegrass that recovers each fall effectively improves playing conditions during the winter months, especially in a wet winter, even without overseeding. It is worth noting that if you should ultimately convert the fairways to hybrid bermudagrass, then it would be important to control the winter weeds.

- **Additional applications.** There is also a fair amount of purple nutsedge on the golf course. For this weed, it is important to use Celero® with two to three applications from mid-July through mid-October. You also may consider purchasing Vexis®, a granular product that can be used to spot apply to the nutsedge areas. The preemergent program provided above will help to control dallisgrass as well. However, when dallisgrass breaks through, it is recommended to spray Monument® as a postemergence control product.

Putting Greens

Observations

1. General Condition

I was able to view multiple greens during our visit, and I'm happy to report that all greens have a healthy combination of bentgrass and *Poa annua*.

2. Rooting Depth

Closer observation reveals roots extending to 5 to 6 inches in the greens.

3. Shear Strength

I utilized a shear strength tester to measure surface strength of greens. A value less than about 12 Newton meters (Nm) indicates weak surface strength. At Madera Municipal Golf Course, values ranged from 15 to 17 Nm, which is excellent this time of year, especially given the recent heat.

4. Excess Organic Matter

The putting greens are very soft and puffy, and ball marks are quite deep. A soil profile collected from greens reveals there is excess organic matter near the surface of the greens and there has not been enough sand applied for dilution.

Recommendations

1. Aeration and Vertical Mowing

It is recommended to continue with your program to conduct 5/8-inch-diameter core aeration on a 2- by 2-inch spacing this fall. It is recommended to immediately precede this operation with vertical mowing with blades set about 0.150 inches below the bottom of the rollers. Run the vertical mower up and back on the same pass and change directions, thereby making four passes over the greens. Follow by applying ample sand to dilute surface organic matter.

2. Increased Sand Topdressing

During the growing season, it is recommended to apply sand from February or March through October or November at a frequency of two or three times per month. Rates should range from as low as 40 to 50 pounds per 1,000 square feet to as high as 100 to 115 pounds per 1,000 square feet. During the primary growing season, conduct vertical mowing two to four times per month at light intensity. All these practices combined will help to reduce surface thatch and increase firmness. These practices will also help to smooth ball roll.

Bunkers

Observations

1. Exposed Sumps

The bunkers have an exposed sump in the lowest area of each bunker to facilitate drainage during rainfall events. While this may be effective to remove water, it is unsightly and negatively impacts play. Golfers must move their golf ball aside when the ball comes to rest in these low-lying areas. I will say this is extremely uncommon to see at golf courses.

2. Ample Sand

I was able to measure sand depth in a few greenside bunkers. It was great to see adequate sand at a depth of 6 to 7 inches. It was also good to hear that golfer comments concerning the bunkers are generally positive.

Recommendations

1. Continued Sand Addition

For the time being, it is recommended to continue to add sand where necessary in greenside bunkers. A good goal is to provide 7 to 9 inches of sand on the bunker floors. This will help with playability and drainage.

2. Bunker Renovation

A bunker renovation is needed at Madera Municipal Golf Course. However, I would strongly recommend focusing your capital monies on irrigation upgrades and converting to hybrid bermudagrass before any work may be considered on the bunkers.

Closing Comments

Thank you for an enjoyable morning spent on the golf course at Madera Municipal. Given that this was my first opportunity to see the property, it was impressive to see the amount of turf reduction and to see the greens in good condition. **The major take-home message from this first initial visit is that it is strongly recommended to focus capital improvement funds on irrigation system upgrades and consider upgrading to hybrid bermudagrass.** In the short term, it is necessary to increase funds for fertilizing primary playing areas and increasing weed control efforts. Thank you for your support of the USGA Green Section. Please do not hesitate to contact my office should you have any further questions or concerns.

Respectfully submitted,



Brian Whitlark, Regional Director
USGA Green Section, West Region

Distribution:

Dan Bacci, Sierra Golf Management
Jon Christensen, Sierra Golf Management

USGA Green Section

Turfgrass and Environmental Research

The [USGA Green Section](#) appreciates your support of the Course Consulting Service. First started in 1953, the Course Consulting Service provides unbiased assessments of golf facilities to optimize resources and reduce consumption of critical resources. The proceeds from the Course Consulting Service directly support the USGA's annual \$2 million investment in [turfgrass and environmental research](#), which provides an estimated [\\$2 billion annual benefit to the U.S. golf industry](#). Follow the QR Code for more information.



Tools and Solutions

The USGA Green Section is proud to offer [tools and solutions](#) for golf courses. Innovative products including Deacon, GS3, and GPS Services provide solutions to optimize the golf experience through data-driven communication and resource management.



Green Section Record

The [USGA Green Section Record](#), is a free digital magazine offering the latest information on turfgrass management, environmental sustainability, innovation in golf course maintenance, and turfgrass research. If you would like to stay updated on regional topics, best management practices, and industry trends, please [subscribe for free to The Record](#).

2. Madera County Grand Jury Report 2223-02



**City of Madera
Fails to Enforce the Golf Course
Contract Requirements**

**2022-2023
Madera County Grand Jury
Final Report 2223-02
Published on June 16, 2023**

Summary

The City of Madera (City) owns the Madera Municipal Golf Course located at 23200 Avenue 17, Madera, CA. It is adjacent to the west side of Madera Airport. The City does not operate this business. The Golf Course includes the building which houses a pro-shop for golfing attire and accessories, a banquet room, kitchen and bar, including onsite food and beverage concessions, and patio area. In 2009 the golf course management and operation were turned over to Sierra Golf Management, Inc. (Sierra) under a Lease Agreement (Lease) with the City. Recently, Sierra made an agreement with Sugar Pine Smokehouse, LLC (Sugar Pine) to operate the golf course food and beverage concessions. Sugar Pine presently operates the food and bar services. The City does not have a copy of the Sierra – Sugar Pine agreement, although the Alcohol Beverage Control (ABC) requires the City to approve the agreement before it can issue a Liquor License. As of March 2023, the City is aware that Sugar Pine has a temporary ABC permit to serve liquor and Sugar Pine is operating the kitchen and bar concessions. The City has not produced any documentation on the Sierra – Sugar Pine agreement after the Madera County Grand Jury (MCGJ) request.

This report explores the City golf course, budgeting, revenue, and its operation by Sierra. The City has not enforced the Lease requirements for Sierra's signage and catering violations. The City budget and financial reports are misleading and failed to include \$64,000 rent City pays to the Airport. The City Budget shows a Net Surplus for the golf course which is actually only 10 percent of the amount shown. The City has often deviated from Sierra's contractual payment requirements, by making revenue concessions to Sierra. The City has been timid in negotiations, lax in oversight, and has not enforced the Lease terms.

The City's 14-year history of golf course agreements with Sierra, unless renewed by the City terminates on June 30, 2023.

Abbreviations

ABC - California Alcohol Beverage Control

City – City of Madera

Lease - All references to the 2009 Madera Municipal Golf Course Agreement and amendments.

MCGJ - Madera County Grand Jury

Sierra – Sierra Golf Management, doing business as Sierra Golf Management, Inc.

Sugar Pine – Sugar Pine Smokehouse, LLC

USGA - United States Golf Association

Background

In 1991 the City of Madera established the Madera Municipal Golf Course in an Open Space Zone located at 23200 Avenue 17. In 2009, the City executed the original Lease with Sierra. The Lease includes the use, management, and operation of the 18-hole golf course, pro golf shop, driving range, putting green, golf carts, banquet room, parking lot, kitchen and beverage concessions, and events. The Lease period ended April 30, 2023, however it provided for two 30-day extensions. The City Manager signed the two 30-day extensions with Sierra, which are in effect until June 30, 2023.

Sierra is required to pay for annual Capital Improvements to the golf course. Sierra combined the 2021-22 Capital Improvement payments into the first extension year. Sierra spent \$40,000 total to replace drains and sand in 11 bunkers for Capital Improvements. Sierra was to invest \$15,000 to hook up a pipeline to the Madera Irrigation District, which as of March, the City states had not been done.

The Lease requires for Sierra to pay the United States Golf Association (USGA), a golf course advisory service, to provide reports annually on golf course Americans with Disabilities Act (ADA) compliance and guidance on golf course improvements. After a request to the City no USGA reports were provided to the MCGJ by the City. Sierra is required to keep records and reports for five years (see Lease Section 36). If these reports do not exist, and/or Sierra failed to pay the USGA for annual reviews, then Sierra has materially breached the Lease contract.

Lease Section 7.13 states, “Sierra shall be authorized to sell food and beverages ..., or to subcontract for such services . . .” Section 23 allows Sierra to sublet the food and beverage concessions. Sugar Pine claims to have a ten-year lease with the City for the kitchen and bar concessions. The City denied the existence of any additional golf course agreements except the one with Sierra. The City as a prudent landlord should demand a copy of the Sierra – Sugar Pine agreement to evaluate insurance coverage, credit, and the City’s liability exposure.

The ABC Fresno Office has a file open to the public on Sugar Pine’s application for a

temporary Permit allowing Sugar Pine to serve liquor at the golf course. The ABC cannot issue Sugar Pine a liquor License because no agreement between Sierra and Sugar Pine, and signed by the City, has been submitted to the ABC. The City as the property owner, is required to approve the Sierra – Sugar Pine agreement before the ABC can grant Sugar Pine a liquor license. Thus, the Sierra-Sugar Pine agreement, if and when it is produced to the ABC, will be available to the City and the public. The Sierra - Sugar Pine agreement may be void unless Sierra is able to keep and extend some agreement with the City.

The City did not provide an answer to the MCGJ about whether or not a Public Notice of the expiring golf course contract with Sierra must be put out for public bids.

Methodology

Interviewed key City personnel.

Examined City Lease with Sierra and six amendments.

Studied City budget noting identified loans, debt service, omitted Airport Lease payment, and revenue.

Inspected three years of monthly reports that Sierra filed with the City.

Reviewed equipment list (Exhibit B from original contract).

Followed payment record of Sierra.

Reviewed capital improvement costs for 2021.

Reviewed the City, Sierra, Sugar Pine, North Fork Indian Casino, ABC, and other websites.

Checked Secretary of State's Business records on Sierra (none exist) and Sugar Pine Smokehouse, LLC.

Reviewed the North Fork Rancheria's Environmental Impact Review (EIR) for planned casino construction off CA-99.

Contacted and reviewed the ABC history of the liquor license ownership and present incomplete ABC file on Sierra's license transfer to Sugar Pine.

Reviewed Sierra ownership and golf courses managed by Sierra.

Visited the premises and observed signage, ABC posting the change of liquor license to Sugar Pine, offsite catering information, menus and pricing, signage, banquet room, dining room, and bar areas.

Reviewed the City water and sewer infrastructure system.

Reviewed the City zoning maps to note designation requirements and property development plans.

Reviewed the USGA website and the services it offers to golfers and golf courses.

Discussion

The MCGJ discovered that many Lease Sections, some of which are presented below are without clear definitions, are inconsistent, lack required updates, and carry forward irrelevant matters over the years. There has been a lack of City oversight and enforcement of Sierra's contractual requirements. A major portion of the golf course revenue is excluded from the City's participation. The City's Budget financial information is misleading. The Net Surplus shown in the Budget is \$361,236 when it is only \$32,392. The inflated City Budget Report is misleading because it failed to subtract the debt service from the Net Surplus.

On March 17, 2021, the City and Sierra signed the sixth contract amendment to the 2009 Lease Agreement. This contract included all of the prior amendments, Exhibits; and carried with it many irrelevant, contradictory, confusing, and outdated terms. This creates problems for the City decision makers on what the golf course requires for upgrades, and its true financial picture.

During the pandemic, the City made generous financial concessions to Sierra by lowering Sierra's annual Capital Improvement payments from \$50,000 to \$20,000 per year. The City reduced Sierra's annual rent payments from \$40,000 to \$19,992 per year. These concessions add up to \$100,000. However, Sierra's monthly income reports to the City during that time showed no significant reductions to its income.

Sierra pays City \$1.75 for each person playing a round of golf. Sierra's monthly reports to the City exclude hundreds of rounds of golf in the sales column with \$0.00. It is not clear from the monthly reports if all rounds of golf played are paid to the City. The contract definitions are not clear about this.

The City should negotiate for a percentage of excluded income defined in Lease section 4.4 to receive a more equitable share of revenue from Sierra. Reporting the rounds of golf played should not exclude any round or revenue from the City. The City has neglected to exercise reasonable oversight over this valuable public asset.

I. Grossly Misleading City Budget Reports.

According to the 2022-2023 Madera Municipal Golf Course Fiscal Budget there is a \$361,236 Golf Operations Net Surplus. This surplus does not include and subtract the golf course annual Debt Service of \$328,844. The debt service is paid from the City's Special Payments account. Line Item 8000 lists \$12,744 for Interest Payments, and Line Item 8001 lists \$316,100 for Principal Payments. These line-item expenses were not included in the golf course Operations Expense Budget. Deducting this \$328,844 debt service from the stated \$361,236 Net Surplus total there is only an actual \$32,392 Net Surplus. The City admitted that because the Net Surplus is only 10 percent of the Net Surplus stated in the Budget, this could be misleading. Since the figure is misleading, the City Council, Mayor, City Manager and the public cannot have an accurate financial picture about the golf course operation.

The City golf course makes an annual lease payment to the City Airport. This rent payment is approximately \$64,000. This payment was omitted from the City Budget. It is not clear why the golf course charges \$40,000 rent and pays the City Airport about \$64,000 rent for a 15-acre water storage area. The City explained that the rent differential is an accounting practice adjusting payments between different City projects.

The monthly revenue generated by the golf course is stated in monthly reports that Sierra generates and provides to the City. The Lease requires Sierra to provide the City with monthly reports totaling the income Sierra received that month and the number of golfers using the course. The practice of totaling the revenue and rounds of golf played stopped in March of 2020. Sierra's reporting change made it difficult for City to see how much money was owed by Sierra, because the City would have to add up all the figures in each column. The MCGJ totaled Sierra's monthly reports in 2020 – 2022 which showed that during the Covid-19 pandemic, the golf course showed no slowdown in golf course income.

II. The 2009 Lease incorporated Exhibits A and B which are Obsolete.

The Lease, due to years of amendments and extensions without creating a new contract, includes many outdated inconsistent items. For example, Exhibit A has a revenue chart showing a 10-year revenue projection ending in the year 2019. That became obsolete in 2019. Exhibit B is

the inventory of equipment owned by the City in 2009. The City sold all of this equipment and the pro-shop inventory to Sierra on November 18, 2009, making Exhibit B obsolete.

III. Record Keeping for Capital Improvements. The Lease requires Sierra to keep records for five years of its costs for annual Capital Improvements and Maintenance. Specifically, this requires keeping Capital Improvement and Maintenance plans, design plans, diagrams, work orders, materials, receipts, and proof of Sierra's payments.

The City produced only one Capital Improvement record for the year 2021. The list shows the purchase of sand for about \$7,000, and other items, however there were no plans, details, or evidence of City oversight. That record was a list of materials with corresponding costs. Lease Section 16.4 states that sand is a maintenance expense for Sierra, not a Capital Improvement expense. However, in 2021, sand was paid as a Capital Improvement instead of a Maintenance expense. Maintenance items should not be credited for Sierra's annual Capital Improvement costs.

The ultimate guidance for golf course annual planning is the *U.S. Golf Association's Annual Turf Advisory Service* (USGA). Lease Section 7.2 states: "Sierra at its sole expense shall coordinate the annual USGA turf service. The annual turf advisory service *shall serve as a baseline for course conditions* and will provide Sierra and the City another tool for determining and prioritizing capital improvements and maintenance delivery plans." This service offers the City and Sierra, the USGA's independent golf course review and advice for improvements. This advice covers grading the slopes for handicapped persons' access. The USGA offers many other detailed suggestions for capital improvement and maintenance goals to upgrade the golf course each year. Sierra has a mandatory duty to pay for these reports as part of planning. City was not able to provide any of these mandatory annual USGA reports.

IV. The City Oversight Director for the Golf Course.

The City Parks and Community Services Director is assigned to coordinate with Sierra to oversee the golf course, its events, condition, and upkeep. This oversight involves reviewing plans, approving designs, overseeing projects, construction, purchase orders, reports, implementing the USGA baseline improvement goals, and other "details" which are spelled out under annual Capital Improvements and other sections of the Lease. This oversight involves

construction. As of December 2022, there had been no communication between Sierra and the Parks and Community Services Director who was appointed during the summer of 2022.

Lease Section 8.3 states, “The Director of Administrative Services shall act as City representative with respect to the work to be performed under this Lease Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define City’s policies and decisions with respect to materials, equipment elements, and systems pertinent to Sierra’s services.” This Director does not exist in City job descriptions.

V. The City Has Failed to Enforce the Contract - Use of Name Violation by Sierra.

Both the Sierra and Sugar Pine websites omit the required City logos and the word “Municipal” from the name. The Lease states, “Sierra shall ensure that all brochures, scorecards, and other printed advertising and marketing materials always bear and maintain the City’s identity with the mandatory use by Sierra of the name ‘*Madera Municipal Golf Course*’ with the accompanying logos of the City and the City Parks and Community Services department as provided by the City.” The City has not enforced this requirement.

VI. The City Failed to Enforce the Catering Violation – Sierra and Sugar Pine offer Catering.

Sugar Pine has assumed the golf course liquor and food operations from Sierra. Sierra and Sugar Pine websites offer offsite catering services under the heading of FOOD. Sugar Pine offers offsite catering with menus for parties of 10, and individual meals paid for separately. This is in direct conflict with the catering prohibitions in Lease Section 7.13. This section continues, “Sierra agrees to limit its services under this agreement to the facilities at the golf course and will not under the auspices of this agreement provide catering services off of the golf course facility.” Use of the golf course kitchen for offsite food sales violates the catering prohibitions of the Lease. The last paragraph in Section 7.3 states: “Sierra shall have the exclusive rights, license, duty, and privilege to utilize the food and beverage concessions facilities **within** the restaurant and banquet building and patio **at** the Golf Course.” Kitchen use for offsite food and beverage delivery and sales is expressly prohibited. The City has not enforced this prohibition.

The ABC issued Sugar Pine a temporary permit to serve liquor from the bar. The ABC cannot issue a liquor license until the City signs off on the Sierra-Sugar Pine agreement. In

March 2023, the City confirmed Sugar Pine has a temporary permit to serve liquor, and that there is no agreement between the City and Sugar Pine. The City states the only golf course agreement it has is the one with Sierra. Sugar Pine only has a “temporary permit” to serve alcohol because it has failed to submit its agreement with Sierra to the ABC. According to the ABC, the City as the property owner would have to approve any Sierra - Sugar Pine agreement making Sugar Pine the liquor operator before the ABC can change the temporary permit into a license. The City has never requested the Sierra – Sugar Pine agreement.

VII. Reporting Revenue Generated by the Golf Course – The City is Omitted from Most Revenue.

Lease Section 4.4 Permitted Uses - The “permitted uses” is a list of services and activities Sierra offers at the facility. “All revenue generated by Sierra shall be the property of Sierra including one hundred percent of all gross receipts from the sale of green fees, green fees packages, golf equipment, soft goods, supplies, lessons, driving range, cart fees, and food, beverage and banquet operations.”

Sierra advertises various golf – green fee packages ranging from weekly to annually. These require payment to Sierra of upfront fees, and other monthly/annual fees. These programs require annual payments which range from \$1,919 to \$4800. Golfing activities and accessories such as golf carts, training, lessons, booking for tournaments, etc., are available.

None of the income from any of these specific activities is shared with the City.

VIII. Confusing Lease Definitions for Sierra Income and Rounds of Golf Played.

Lease Section 5.3. Per Round Rate. States, “per round rate shall be applied to all golf course rounds played in which Sierra received revenue or compensation from golfers.” Reviewing Lease Section 4.4 herein above, green fee packages are 100 percent Sierra income and are not shared with the City. Revenue from membership, green fee packages, or member players are not identified in Sierra’s monthly reports as revenue it received in that month. (See Lease Section 5.4.)

It is unclear if the City has or has not received revenue for each round of golf played where a “green fee package” or membership was sold instead of a day-player, day-payer. This is because the Sierra monthly reports show -0- under “sales” for member rounds of golf. The “sale

of green fees, green fee packages” are 100 percent excluded from City payments. Each monthly report provided by Sierra to City shows -0- sales in the member column for rounds of golf played by members in that month.

Reporting by Sierra is an honor system based on mutual trust. The City has never done an audit of the Golf Course financial reports. According to City personnel, if an audit was ever conducted, it was an analytical audit. An analytical audit is the historical comparisons of the monthly reports for different years. These audits do not verify the facts and figures listed in prior or current monthly/yearly reports, only the historical trends compared.

Findings:

F 1 The MCGJ finds that the City’s golf course Budget reports are misleading. This gives the City Council and the public a false understanding of the actual Net Surplus in the City Budget.

F 2 The MCGJ finds that Lease Exhibit A and Exhibit B are obsolete.

F 3 The MCGJ finds that the record-keeping requirements of the Lease are not being met.

F 4 The MCGJ finds that the City appointed the Parks Director to coordinate with Sierra for this golf course planning and oversight role.

F 5 The MCGJ finds that the City has failed to exercise reasonable oversight and enforcement over the golf course maintenance and capital improvements.

F 6 The MCGJ finds that the Lease requires that logos and name “Madera Municipal Golf Course” must always be used for all signage, announcements, menus, events, websites, etc. The MCGJ finds that the logos and word “Municipal” have been often omitted from required usage.

F 7 The MCGJ finds that use of the golf course kitchen for catering from the golf course, is offered on both Sierra and Sugar Pine websites. Catering from the golf course is Prohibited and is a breach of the Lease.

F 8 The MCGJ finds that in 2021-23 the City gave Sierra unnecessary financial concessions due to the Covid-19 pandemic.

F 9 The MCGJ finds that Lease section 4.4 unnecessarily excludes the City from receiving any revenue from the described activities.

F 10 The MCGJ finds that there are no United States Golf Association reports as required by the Lease.

Recommendations

- R 1 The MCGJ recommends that the City Finance Director correct and clarify all budget entries by December 31, 2023.
- R 2 The MCGJ recommends that the City of Madera immediately rewrite a new contract for the lease, management, and operation of the Madera Municipal Golf Course.
- R 3 The MCGJ recommends “Detailed” records of Capital Improvements and Maintenance expenditures and the USGA advice reports, be kept by the City for public viewing and for at least five years or as required by law.
- R 4 The MCGJ recommends that Parks Director or other City Representative immediately begin to monitor and exercise oversight over the golf course Capital Improvement and Maintenance expenditures.
- R 5 The MCGJ recommends that the City immediately specify the Maintenance and Capital Improvement categories as defined by USGA to eliminate confusion as to what Sierra is paying and/or has paid for golf course Capital Improvements and Maintenance.
- R 6 The MCGJ recommends that the City immediately enforce the Lease provisions requiring the word ‘Municipal’ and all other name and logo requirements.
- R 7 The MCGJ recommends that the City immediately review its position on catering. When making any decision, the City should determine its original purpose for prohibiting offsite food service and catering. City should enforce the agreement or allow the use.
- R 8 The MCGJ recommends that the City immediately negotiate for concessions it made during Covid-19. The City should consider increasing its share of revenue by participating in all of Sierra’s income excluded from the City in Lease Section 4.4.
- R 9 The MCGJ recommends that a new Lease be drafted immediately deleting all obsolete terms which unnecessarily exclude the City from City revenue.
- R 10 The MCGJ recommends that the City should immediately make the USGA mandatory annual reports available for public review.

Required Responses Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requests responses as follows:

From the following elected county officials within 60 days:

Mayor of Madera

Madera City Hall
205 West 4th Street
Madera, CA 93637

Madera City Council

Madera City Hall
205 West 4th Street
Madera, CA 93637

Invited Responses Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

From the following governing bodies within 90 days:

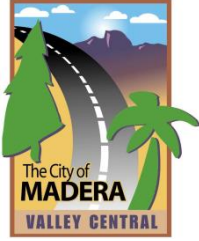
City Manager

Madera City Hall
205 West 4th Street
Madera, CA 93637

Director of Parks and Community Services

John W. Wells Youth Center
701 East 5th Street
Madera, CA 93638

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.
--



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: E-2

SUBJECT:

Direction Regarding Golf Course Advisory Committee Composition

RECOMMENDATION:

This report is submitted to request direction from the City Council on the Golf Course Advisory Committee Members

SUMMARY:

During the June 21, 2023, regular meeting of the City Council, staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. The Ninth Amendment extended the lease agreement term to five years and made various economic modifications. One of the new terms included forming a Golf Course Advisory Committee (Committee). The Committee will be comprised of a seven-member body with one member from City Council. Four members out of the seven have been confirmed, with three vacancies pending.

Staff is seeking direction from Council to fill the three vacancies for the Service Organization Representative, the Non-Golfer/At-Large Community Member, and Golfer at large.

DISCUSSION:

Upon approval of the Ninth Amendment Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc., there is a need to establish the Golf Course Advisory Committee. As initially presented to Council on June 21, 2023, the report referenced the Committee as a six-member body. Upon Council suggestion and approval, a seventh Committee member position was to be added to the Committee composition, bringing the total

Committee members to a seven-member body. The seventh member is to be a non-golfer at-large community member. Thus, bringing the final Committee composition as follows:

1. One City Council Member
2. Parks Director
3. SGM Representative
4. Service Organization Representative
5. Golfer/At-large Community Member
6. Food and Beverage Director/Representative
7. Non-Golfer/At-large Community Member

Upon Council suggestion and approval during the June 21, 2023, Council meeting, the final Committee appointments are to be mutually agreed upon by both parties; City Council and SGM Inc.

On July 19, 2023, Council appointed Councilmember Jose Rodriguez as the City Council designee to the Committee membership. City staff and SGM Inc. have worked to recruit the additional members as follows:

Table 1: Committee Members	
1. City Council Member	Jose Rodriguez
2. Parks Director	Joseph Hebert
3. SGM Representative	Dan Bacci
4. Golfer/At-large Community Member	Vacant
5. Food and Beverage Director/Representative	Lisa Gill
6. Non-Golfer/At-large Community Member	Vacant
7. Service Organization Representative	Vacant

ITEMS THAT REQUIRE CLARIFICATION

After additional consideration, staff is seeking direction on several items.

1. Social Service Organization Representative

Staff is proposing to provide the opportunity to the Evening Lions Club and the Morning Rotary Club to appoint one of their members to the Committee on a rotating, annual basis. This would allow one Evening Lions Club representative to serve for one year, followed by a Morning Rotary Club representative to do so the following year, with the rotating schedule as follows every year thereafter.

It is further recommended that should additional service clubs meet regularly at the golf course; they be included in the rotation. Likewise, should one of the existing service clubs cease meeting at the golf course, their participation would also terminate.

2. Non-Golfer/At-Large Community Member

Staff is also proposing that Council recommend the Non-Golfer/At-Large Community Member, to ensure alignment with the intent of representation in the Committee.

3. Golfer At-Large

Staff is proposing that Council recommend a Golfer at large who might be able to provide a participant perspective to the Committee. One individual, Mr. Chito Romero, has already expressed interest in filling this volunteer position.

4. Rotating committee members

While some members, such as the SGM representative, are set, others may potentially be appointed as outlined in Madera Municipal Code Chapter 3 Title II, Section 2.3.101 Appointments and Terms of Office. Social Service Organization Representative, Non-Golfer Community At-Large and Golfer at Large designated as rotational committee members.

FINANCIAL IMPACT:

There is no anticipated financial impact associated with the presentation of this report and Golf Course Advisory Committee members will not be compensated.

ALTERNATIVES:

No alternatives to request Council direction.

ATTACHMENTS:

None