



Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, December 20, 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: 841 7883 9054#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor John Pursell, The Believers Church of Madera

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: None

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – December 6, 2023, December 9, 2023, December 13, 2023

Recommendation: Approve the City Council Minutes of December 6, 2023, December 9, 2023, and December 13, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 25, 2023 to December 8, 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 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-6 Annual Local Appointment List on City Boards, Commissions, and Committees

Recommendation: Approve a Minute Order Authorizing the City Clerk to File the 2024 Annual Local Appointments List (Report by Alicia Gonzales)

B-7 Appointment of City Representative to the Board of Trustees of the Madera County Mosquito and Vector Control District

Recommendation: Adopt a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an additional two-year term (Report by Alicia Gonzales)

B-8 Exercising Renewal Option with Backflow Solutions, Inc., for Data Management Agreement for Water Backflow Prevention Devices

Recommendation: Adopt a Resolution Authorizing Exercising the Option to Renew Existing Agreement for an Additional One-Year Period at Same Pricing Terms as Existing Agreement whereby Backflow Solutions, Inc., will Continue to Perform Notification and Data Management Functions on behalf of the

City Regarding all Backflow Prevention Devices (Report by Ismael Hernandez)

C. PUBLIC HEARINGS:

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

Recommendation: Adopt a Resolution Approving Annexation No. 2022-06 for annexation of APN 003-240-015 (Sherwood Apartments); APN(s) 012-026-001 & 012-402-006 (Grove Gardens); APN(s) 003-093-006 & 003-093-008 (Bellava Apartments); APN(s) 009-350-024, 009-350-025, 009-350-026 & 009-350-029 (Cal-Pacific Supply), APN 009-330-011 (Madera Industrial WHSE), APN(s) 011-143-006,011-143-007, & 011-143-008 (Sugar Pine Village), and APN 010-132-001 (Naz Sixplex) into Zone of Benefit 51; Confirming the Diagram and Assessment for LMD Zone of Benefit 51 for Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

C-2 7:00 p.m. - Public Hearing No. 2 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City (Report by Alicia Gonzales)

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

D-1 Authorizing Resolution for the Local Assistance Specified Grants – Capital

Recommendation: Adopt a Resolution Accepting the amount of \$500,000 from the State of California Department of Parks and Recreation for the Lions Town & Country Park Trail System Upgrades and Naming the City Manager as the Authorized Representative (Report by Joseph Hebert)

D-2 Demolition of Rotary Park Skate Park Office/Concession Building Budget Amendment

Recommendation: Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Item Related to the Demolition of the Zero Gravity Skate Park Office/Concession Building Cost of \$12,593 (Report by Joseph Hebert)

D-3 Mexican American Center Cleanup and Structural Engineering Assessment

Recommendation: Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Item Related to the Mexican American Center Cleanup Efforts and Structural Engineering Assessment for \$11,100 (Report by Joseph Hebert)

D-4 Emergency Repairs to Centrifuge #1 at Wastewater Treatment Plant

Recommendation: Adopt a Resolution Affirming the Emergency Repair to Centrifuge #1 at Wastewater Treatment Plant and Ratifying the Award of Contract as an Exception to Competitive Bidding Process (Report by Ismael Hernandez)

E. ADMINISTRATIVE REPORTS:

E-1 Informational Report – Proposed Changes to Timed Parking Restrictions Within the Madera Downtown Business Improvement Area

Recommendation: This is an informational report. No recommendations from the City Council (Council) are requested though staff is appreciative of any that are received (Report by Keith Helmuth)

E-2 2024 List of Annual Proclamations

Recommendation: Provide Direction and Adopt a Minute Order Approving the 2024 List of Annual Proclamations from the Protocols Guidebook section concerning Ceremonial Documents (Report by Alicia Gonzales)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation Deciding Whether to Initiate Litigation Pursuant to Government Code §54956.9(d)(4)

(One Case)

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

Title: City Manager

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

Unrepresented Employee: City Manager

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, January 17, 2024
- Wednesday, February 7, 2024

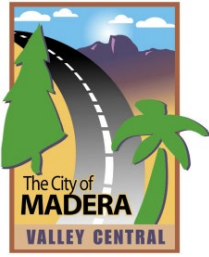
-
- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City 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.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
-

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for December 20, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 5:30 p.m. on December 14, 2023.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	12/06/2023
Adopted:	12/20/2023

Minutes of a Regular Meeting of the Madera City Council

December 6, 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: 885 3371 0251#. 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 6:01 p.m.

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Giachino Chiamonte, Public Works Director Ismael Hernandez, Wastewater Treatment Plant Manager Gabriel Bostan and Communication Specialist Joseph Carrello.

INVOCATION: Pastor John Pursell, Believer's Church

PLEDGE OF ALLEGIANCE: Councilmember Montes

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, 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.

Mothers Against Drunk Driving (MADD) Lori Panero and Stacy Gomes stated they attended a candlelight vigil at the Madera County Museum earlier today. Ms. Panero encouraged Council to get involved and be aware that MADD is in the valley. They are trying to start some new programs and they have an annual “walk” in September and would like Council to participate. Mayor Garcia asked Ms. Panero to give her contact information to City Clerk Alicia Gonzales.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

Staff announced that there is a change to the mailing address on the agreement for Item B-5 for Teaching Fellows. Staff will make the change.

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

B-1 Minutes – November 15, 2023

Recommendation: Approve the City Council Minutes of November 15, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 4, 2023 – November 24, 2023 (Report by Michael Lima)

B-3 Madera Unified School District MULES Event Fee Waiver Request

Recommendation: Adopt a Resolution waiving the rental fees of the Lions Town & Country Park related to the Madera Unified School District’s Madera Unified League of Elementary Sports Elementary Cross Country District Championship request for utilization on December 8, 2023, in the amount of \$375 (Report by Joseph Hebert)

RES 23-198 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR LIONS TOWN & COUNTRY PARK RELATED TO MADERA UNIFIED SCHOOL DISTRICT’S MADERA UNIFIED LEAGUE OF ELEMENTARY SPORTS ELEMENTARY CROSS COUNTRY DISTRICT CHAMPIONSHIP EVENT IN THE AMOUNT OF \$375

B-4 Piggyback purchase agreements for Fleet Division-related purchases

Recommendation: Adopt a Resolution approving Sourcewell piggyback agreements for the purchase of a Chip Truck with Aerial Boom for \$199,998.91 from 72 Hour LLC and a Ball Field Groomer from the Toro Company for \$37,597.90 (Report by Michael Lima)

RES 23-199 RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT FOR THE PURCHASE OF A CHIP TRUCK WITH AERIAL BOOM AND A BALL FIELD GROOMER

B-5 Co-Locator Lease Agreement with Teaching Fellows

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

RES 23-200 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A TWO-YEAR LEASE AGREEMENT BETWEEN CITY AND THE CALIFORNIA TEACHING FELLOWS FOUNDATION FOR THE USE OF THE JOHN WELLS YOUTH CENTER

B-6 Request by Mary Lou Munoz and Leonard Perez for connection to the City's water system

Recommendation: Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 28551 Avenue 14 (APN 035-222-022) (Report by Keith Helmuth)

RES 23-201 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 28551 AVENUE 14 (APN 035-222-022)

B-7 Acceptance of Apron & Taxiway Drainage Project at the Madera Municipal Airport

Recommendation: Staff recommends that the City Council approve Minute Order approving:

1. Acceptance of AIP 0031 Apron & Taxiway Drainage project; and
2. The Recording of Notice of Completion; and
3. The Release of Retention 35 days after recording the Notice of Completion (Report by Ismael Hernandez)

B-8 Reimbursement to DMP Development, Inc, a California Corporation for Improvements Associated with Carmel III Subdivision

Recommendation: Adopt a Resolution approving a budget amendment increase of \$25,379.89 for the purpose of reimbursing DMP Development for improvements completed in connection to the Agreement for the Construction of Improvements for Carmel Homes III Subdivision (Agreement) (Report by Keith Helmuth)

RES 23-202 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR

REIMBURSEMENT OF SUBDIVISION IMPROVEMENTS ASSOCIATED WITH
THE CARMEL III SUBDIVISION

C. **PUBLIC HEARINGS:** None

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

D-1 **Outdoor Equity Grant Program Application Authorizing Resolution**

Recommendation: Adopt a Resolution Approving the Submittal of the Outdoor Equity Grants Program due December 14, 2023 in the amount of \$279,600 (Report by Joseph Hebert)

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

RES 23-203 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE APPLICATION FOR OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS

D-2 **Master Agreement Between the Madera County Transportation Commission and the City of Madera for the Regional Early Action Planning (REAP) 1.0 Grants Program**

Adopt a Resolution of the City Council (Council) of the City of Madera approving a Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera (City) for the REAP 1.0 Grants Program (Agreement); authorizing application for, and receipt of, REAP Program funds in the amount of \$125,399; and, granting the City Manager authorization to make non-material revisions or refinements, and signature authority, to execute the Agreement to secure REAP Program funds (Report by Will Tackett)

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

RES 23-204 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE REGIONAL EARLY ACTION PLANNING (REAP) 1.0 GRANTS PROGRAM AND AUTHORIZING APPLICATION FOR, AND RECEIPT OF REAP PROGRAM FUNDS

D-3 **Fourth Amendment to the City Clerk At-Will Employment Agreement**

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

Mayor Garcia announced that Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being

considered. If approved, the proposed amendment to the City Clerk's Employment Agreement will modify the existing agreement as follows:

- Extend the term of the agreement by one (1) additional year to August 26, 2026
- Effective on her merit anniversary date of August 26, 2023, one merit step due to satisfactory performance to Step E of City of Madera Salary Schedule Range 419 which is \$87,298.61 per year.

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

RES 23-205 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FOURTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

E. ADMINISTRATIVE REPORTS:

E-1 Consideration of Selection of Mayor Pro Tem to serve a One-year Term

Recommendation: Approve a Minute Order Accepting the nomination for Mayor Pro-Tem and making the appointment of Mayor Pro Tem to serve a one-year term (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM MEJIA, ITEM E-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

E-2 Seek Direction Regarding the Regular City Council Meetings Scheduled 2024

Recommendation: Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

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

Agenda items were taken out of order. Instead of Item E-3 being present next, Council skipped to Item F: Councilmember Reports/Announcements/Future Agenda Items. After Item F, Council then heard Item E-3.

E-3 Informational Report on Laws and Regulations Surrounding Panhandling

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

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.

Mayor Pro Tem Gallegos gave a shout out on behalf of the Madera Evening Lions thanking City staff for their help at the Christmas Parade. She heard positive things about the parade. She

thanked staff for passing out the neon necklaces as everybody loved them. Mayor Pro Tem Gallegos indicated that City Hall, Police Department, Engineering and Public Works are decorated beautifully as well as the Chamber today and thanked everybody for their hard work.

Councilmember Rodriguez had nothing to report.

Councilmember Montes gave a shout out to the Madera Evening Lions in reference to the Christmas Parade as it was a fun event. He thanked staff and wished them a good holiday.

Councilmember Evans thanked the Madera Evening Lions for putting together the Christmas Parade. She stated that her grandson was excited about the light necklaces and that he had a “ball”. She mentioned that the Christmas Extravaganza will be held on December 17th at 5:00 p.m. at the San Joaquin Winery.

Councilmember Mejia congratulated the Matilda Torres High School varsity football team as they won 69 to 4 against Dos Palos becoming the CIF Division IV Valley Champions. She is very proud of them.

Councilmember Villegas said the Christmas Parade was very successful. He said he saw the faces of many happy children with those light necklaces. He saw a large turnout for the event.

Mayor Garcia stated he attended the Madera Sunrise Rotary meeting at the Municipal Golf Course this morning. He is looking forward to next year’s Christmas Light Parade and there is a possibility of some changes. The Christmas Light Parade was a very successful and very family oriented. His family enjoyed it and it was a beautiful thing to enjoy the holidays with everyone. He wished everyone happy holidays.

G. CLOSED SESSION:

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

Agency Designated Representatives: Arnaldo Rodriguez and Wendy Silva

Employee Organizations: Madera Police Officers’ Association

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

Title: City Manager

G-3 Conference with Legal Counsel – Anticipated Litigation Deciding Whether to Initiate Litigation Pursuant to Government Code Section 54956.9(d)(4)

(One Case)

City Attorney Shannon Chaffin made the closed session announcement at 7:00 p.m. Mr. Chaffin and Council returned from Closed Session at 8:37 p.m. with all members of Council present. Mr. Chaffin stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 8:37 p.m.

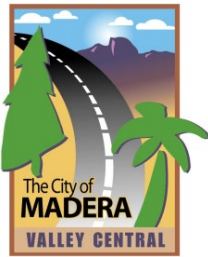
UPCOMING MEETING DATES:

- Saturday, December 9, 2023 – Special Meeting
- Wednesday, December 13, 2023 – Special Meeting
- Wednesday, December 20, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	12/09/2023s
Adopted:	12/20/2023

Minutes of a Special Meeting of the Madera City Council

December 9, 2023
9:00 a.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: 835 4395 5734#. 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 9:00 a.m.

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, District 1 (Left meeting at 11:55 a.m.)
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Community Development Director Will Tackett, Planning Manager Gary Conte.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Councilmember Villegas

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

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

A-1 Final Presentations to the City Council for Phase IV of the Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit Application Process

Recommendation: Conduct a Special Meeting of the City Council (Council) of the City of Madera to receive final presentations from the top 20 Standard Retail or Microbusiness CCB Permit Applicants:

1. Receive Applicant presentations; and then,
2. Continue the item to the Special Meeting of the City Council scheduled for December 13th to receive public comment and conduct Applicant interviews (Report by Will Tackett)

Applicants:

1. Hazy Bulldog Farms (Hazy Bulldog Farms 2, Inc.)
2. Herbz (Herbz, LLC)
3. BaM Body and Mind (NMG CA 1, LLC)
4. Jiva (Jiva MAE, LLC)
5. E7 LA (E7 LA, LLC)
6. Off the Charts (OTC Madera, LLC)[No Show]
7. East of Eden (GFC Central, LLC)
8. Nectar (Retail NM, LLC)[No Show]
9. Zen Garden (Zen Garden of Madera, Inc.)
10. DISPO (DSPO-Madera, LLC)
11. Sugarpine 559 (Sugarpine 559, LLC)
12. Haven (Haven Madera, LLC)[No Show]
13. Mainstream (Mainstream Madera, LLC)
14. Lavis (Lavish West Coast Madera)
15. Cali Oz (Cali Oz Madera, LLC)
16. HerbNJoy (Madera Erudite Ventures)[No Show]
17. Cannable (GBH Retail, LLC)
18. Embarc (Responsible and Compliant Retail Madera, LLC)
19. Stiizy (Shryne Madera, LLC)
20. Culture Cannabis Club (Madera Has Culture, Inc.)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM A-1(2) WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR PRO TEM GALLEGOS. ABSTAIN: NONE.

ADJOURNMENT: Meeting was adjourned at 12:30 p.m.

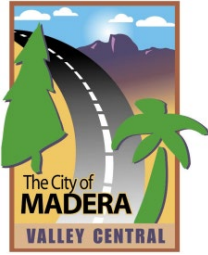
UPCOMING MEETING DATES:

- Wednesday, December 13, 2023
- Wednesday, December 20, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	12/13/2023s
Adopted:	12/20/2023

Minutes of a Special Meeting of the Madera City Council

December 13, 2023
6:30 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: 838 2155 7852#. 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: Due to technical difficulties, the meeting was called to order at 6:48 p.m.

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

Others present were City Manager Arnoldo Rodriguez (Zoom), City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin and Community Development Director Will Tackett.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: None

APPROVAL OF AGENDA: Mayor Garcia announced that on the advice of City Attorney Shannon Chaffin, Council could skip approval of the agenda unless a member of the Council objects. Councilmembers did not object.

PUBLIC COMMENT:

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

City Attorney Shannon Chaffin clarified that this is public comment for items not on the agenda and not related to Cannabis at this time.

Joanna Torres stated it is unethical if they received donations from any of the applicants and asked they reconsider participating on this item. City Attorney Shannon Chaffin advised Mayor Garcia that he can respond to this once public comment is closed.

City Clerk Alicia Gonzales stated that written public comment was received and a copy of those items were emailed to Council, printed and provided to Council, and copies are available at the podium for public viewing.

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

City Attorney Shannon Chaffin stated that state legislature has set rules on if campaign donations require recusal. So long as it has been disclosed and is properly booked for campaigns (which was done in the present situation), there is not a conflict based on timing. Per state legislature, it is not present in this matter.

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

A-1 City Council Interviews for Phase IV of the Commercial Cannabis Business (CCB) Permit Application Process and Consideration of a Resolution Adopting a Notice of Award of CCB Permits to Standard Retail or Microbusiness Applicants

Recommendation: Conduct a Special Meeting of the City Council (Council) of the City of Madera to conduct interviews of the top Standard Retail or Microbusiness CCB Permit Applicants and consider awards of CCB Permits:

1. Conduct interviews of top applicants;
2. Invite and receive public comment; and then,
3. Adopt a Resolution to determine the award of up to six Standard Retail or Microbusiness CCB Permits; or, continue the item to the Regular Meeting of the City Council scheduled for December 20, 2023, for further consideration. (Report by Will Tackett)

APPLICANTS

1. Hazy Bulldog Farms (Hazy Bulldog Farms 2, Inc.)
2. Herbz (Herbz, LLC)
3. BaM Body and Mind (NMG CA 1, LLC)
4. Jiva (Jiva MAE, LLC)
5. E7 LA (E7 LA, LLC)
6. Off the Charts (OTC Madera, LLC) - Withdrawn
7. East of Eden (GFC Central, LLC)
8. Nectar (Retail NM, LLC) – No Show
9. Zen Garden (Zen Garden of Madera, Inc.)
10. DISPO (DSPO-Madera, LLC)
11. Sugarpine 559 (Sugarpine 559, LLC)
12. Haven (Haven Madera, LLC)
13. Mainstream (Mainstream Madera, LLC)
14. Lavis (Lavish West Coast Madera)
15. Cali Oz (Cali Oz Madera, LLC)
16. HerbNJoy (Madera Erudite Ventures)
17. Cannable (GBH Retail, LLC)
18. Embarc (Responsible and Compliant Retail Madera, LLC)
19. Stiizy (Shryne Madera, LLC)
20. Culture Cannabis Club (Madera Has Culture, Inc.)

PUBLIC COMMENT:

Mayor Garcia announced that members of the public would now have an opportunity to address the City Council regarding matters on this agenda. Speakers should limit their comments to three (3) minutes. Speakers will be asked, but are not required, to identify

themselves and state the subject of their comments. Members of the public who are participating in the meeting remotely via phone should press *9 to raise their hand to speak; and press *6 to unmute themselves when called on to speak. Remote attendees will be called by the last four digits of their dial-in telephone number.

City Attorney Shannon Chaffin reminded the audience that the applicants already had an opportunity to address the City Council and make their presentations. This portion is for members of the public and community who did not have an opportunity to speak yet and for any applicants who did not make it to the final round.

Michael Minnetti spoke in favor of Rochelle Noblett.

Johanna Torres spoke in favor of Embarc and reiterated her statement that Councilmembers should recuse themselves if they've received donations from any of the applicants.

Daniela Parra spoke on behalf of Monica Rodriguez of First 5 who spoke in favor of Embarc.

Cynthia Ramos spoke in favor of Embarc.

Carmina Ramos spoke in favor of Lavish.

Yolanda Williams spoke in favor of Rochelle Noblett.

Lex Bufford spoke in favor of Rochelle Noblett.

Ro spoke in favor of Embarc.

Tina Rodriguez spoke in favor of Lavish.

Gabriel spoke in favor of Embarc.

Clint Noblett spoke in favor of Rochelle Noblett.

O'kane spoke in favor of Embarc.

Mella spoke in favor of Embarc.

Giovanni spoke in favor of Mainstream.

Geoff spoke in favor of Cannable.

Haley spoke in favor of Cannable.

Baldwin Moy spoke in favor of Embarc.

Ramon Gonzalez spoke in favor of Mainstream.

Jim Glenn spoke in favor of Rochelle Noblett.

Mike spoke in favor of Mainstream.

Dan Riley spoke in favor of Embarc and Mainstream.

Chris Arias spoke in favor of Mainstream.

Mattie Mendez spoke in favor of Stiizy and Mainstream.

Balwinder Sing spoke in favor of Grupo Flor.

Alex Salazar spoke in favor of Mainstream.

Raziel spoke in favor of Lavish.

A member of the public spoke in favor of Lavish.

Yulisa Torres spoke in favor of Grupo Flor.

Kristen Hodelback spoke in favor of Embarc.

Patrick Orozco spoke in favor of Jiva MAE.

Nick Salinas spoke in favor of Grupo Flor.

Alicia Brown spoke in favor of Lavish.

Raj Padavakin spoke in favor of Jiva Madera.

Gabriela Angeles spoke in favor of Mainstream.

Lucy Ruiz spoke in favor of Embarc.

Annie Patrozian spoke in favor of Alamari.

Stephanie Brown spoke in favor of Embarc.
Naric Verdonian spoke in favor of HERBZ LLC and Zadiq Alamari.
Rose Patrojian spoke in favor of Zadiq Alamari
Member of the public spoke in favor of Zadiq Alamari.
Christian Moreno spoke in favor of E7.
Carlee spoke in favor of Lavish.

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

After discussion by Council, the following applicants were chosen.

1. Cannable (GBH Retail, LLC) - 313 E. Yosemite Avenue
2. Embarc (Responsible and Compliant Retail Madera, LLC) - 530 E. Yosemite Avenue
3. Stiiizy (Shryne Madera, LLC) - 1105 Country Club Drive
4. Culture Cannabis Club (Madera Has Culture, Inc.) – 233 E. Yosemite Avenue
5. Mainstream (Mainstream Madera, LLC) – 300 E. Yosemite Avenue
6. Lavish (Lavish West Coast Madera) – 520 N Gateway Drive

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

RES 23-206 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING A NOTICE TO PREVAILING APPLICANTS OF CONDITIONAL AWARD OF COMMERCIAL CANNABIS BUSINESS (CCB) PERMITS TO STANDARD RETAIL OR MICROBUSINESS APPLICANTS

ADJOURNMENT: Meeting was adjourned at 10:00 p.m.

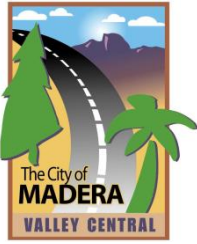
UPCOMING MEETING DATES:

- Wednesday, December 20, 2023
- Wednesday, January 17, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy 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: December 20, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for November 25, 2023 to December 8, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of November 25, 2023 to December 8, 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>	37946 – 38036	\$2,511,835.78

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$651,839.84
<i>SDI</i>	EDD	\$2,375.83
<i>CalPERS Payment</i>	CalPERS	\$140,361.30

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2023/2024 Adopted Budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2023/2024 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
December 20, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37946	11/29/2023	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX	\$ 100.59
37947	11/29/2023	CITY ADMIN	CITY ATTORNEY	ALESHIRE & WYNDER LLP	CONSULTING SERVICES CITY ATTORNEY SVCS	\$ 53,603.99
37948	11/29/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 11/09/2023 PAYROLL	\$ 911.08
37949	11/29/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 11/22/2023 PAYROLL	\$ 911.08
37950	11/29/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 127.40
37950	11/29/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 37.70
37950	11/29/2023	FINANCE	CITY CLERK'S OFFICE	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 37.70
37950	11/29/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 270.92
37950	11/29/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 181.22
37950	11/29/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 73.84
37950	11/29/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 252.98
37950	11/29/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 55.64
37950	11/29/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 199.16
37950	11/29/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 37.96
37950	11/29/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 73.84
37950	11/29/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 73.84
37950	11/29/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 91.52
37950	11/29/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 73.58
37950	11/29/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 91.00
37950	11/29/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 91.52
37950	11/29/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 109.46
37950	11/29/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 64.74
37950	11/29/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 73.58
37950	11/29/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 73.58
37950	11/29/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 60.32
37950	11/29/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 60.32
37950	11/29/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 118.56
37950	11/29/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 82.68
37950	11/29/2023	FINANCE	WATER QUALITY CONTROL	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 37.96
37950	11/29/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 55.64
37950	11/29/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 37.70
37950	11/29/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 11/23	\$ 55.64
37951	11/29/2023	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - ENG	\$ 180.00
37952	11/29/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 10/16/23-10/31/23	\$ 14,700.00
37952	11/29/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 11/01/23-11/15/23	\$ 9,530.00
37953	11/29/2023	FINANCE	PAYROLL TRUST	M.C.E.A.	11/23 MONTHLY DUES	\$ 290.00
37954	11/29/2023	FINANCE	PAYROLL TRUST	M P O A	11/23 MONTHLY DUES	\$ 6,163.92
37955	11/29/2023	WATER OPS	WATER OPS	MADERA PUMPS, INC.	WELL #18 MAINTENANCE	\$ 4,900.00
37956	11/29/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 11/09/23 PAYROLL	\$ 25.00
37957	11/29/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 11/22/23 PAYROLL	\$ 25.00
37958	11/29/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926301	\$ 124.21

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37959	11/29/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919240	\$ 85.84
37960	11/29/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925718	\$ 240.99
37961	11/29/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925707	\$ 77.43
37962	12/06/2023	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	\$ 10,640.00
37962	12/06/2023	HR/RISK MGT	COMPUTER MAINT	ACRO SERVICE CORPORATION	TEMP SERVICES - NETWORK ADMIN	\$ 2,708.40
37963	12/06/2023	PD OPS	PD OPS	HARRY D. WILSON INC.	HONDA 2011 - SERVICE	\$ 198.42
37964	12/06/2023	FACILITIES	PARKS	CORNERSTONE ENVIRONMENTAL CONTRACTORS	DIAGNOSTIC - MILLVIEW BOOSTER PUMP	\$ 897.50
37965	12/06/2023	ENGINEERING	WATER CAPITAL OUTLAY	BEYAZ & PATEL, INC.	PROFESSIONAL ENGINEERING SERVICES	\$ 47,124.57
37966	12/06/2023	CITY CLERK	CITY CLERK'S OFFICE	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL - CITY ATTORNEY	\$ 7.85
37966	12/06/2023	CITY CLERK	STREETS	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 7.83
37967	12/06/2023	HR/RISK MGT	HR/RISK MGT	CITY OF FOSTER CITY	JOB POSTING ADD - MECHANIC III	\$ 567.00
37968	12/06/2023	PD OPS	GENERAL FUND	HAWK ANALYTICS INC	INVESTIGATOR CELLHAWK SUBSCRIPTION	\$ 771.25
37968	12/06/2023	PD OPS	PD OPS	HAWK ANALYTICS INC	INVESTIGATOR CELLHAWK SUBSCRIPTION	\$ 2,313.75
37969	12/06/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 90.72
37969	12/06/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 371.19
37969	12/06/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 187.87
37969	12/06/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 178.53
37969	12/06/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 1,422.34
37969	12/06/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 340.03
37969	12/06/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 353.60
37969	12/06/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 94.04
37969	12/06/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 408.68
37969	12/06/2023	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 485.11
37969	12/06/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 2,828.65
37969	12/06/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 1,678.57
37969	12/06/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 721.32
37969	12/06/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 2,473.04
37969	12/06/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 3,067.33
37969	12/06/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 2,790.84
37969	12/06/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 1,979.11
37969	12/06/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 709.72
37969	12/06/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 119.71
37969	12/06/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/23-10/31/23	\$ 6,861.03
37969	12/06/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 10/01/23-10/15/23	\$ 933.08
37969	12/06/2023	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 3,587.07
37970	12/06/2023	FACILITIES	FIRE	KARA BALAGNO	MAINTENANCE - ICE MACHINE	\$ 784.31
37971	12/06/2023	GRANTS	LTF - TRANSIT	WSP USA INC.	CONSULTING SERVICES - MADERA TRANSIT	\$ 19,636.62
37972	12/06/2023	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	\$ 3,750.00
37973	12/06/2023	PD OPS	PD OPS	JARED MACIEL	PER DIEM - CNOA 59TH ANNUAL TRAINING EXPO	\$ 189.75
37974	12/06/2023	HR/RISK MGT	HR/RISK MGT	GOVERNMENTJOBS.COM, INC.	LICENSING & IMPLEMENTATION	\$ 21,315.65
37975	12/06/2023	FACILITIES	PD OPS	MESA ENERGY SYSTEMS, INC	MAINTENANCE - PD AC UNITS	\$ 1,359.46
37976	12/06/2023	FACILITIES	FACILITIES MAINT	EAGLESHIELD PEST CONTROL	SOLAR PANEL CLEANING	\$ 750.00
37976	12/06/2023	FACILITIES	PARKS	EAGLESHIELD PEST CONTROL	WINDOW CLEANING - JWYC	\$ 1,600.00
37976	12/06/2023	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 39.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37976	12/06/2023	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 39.00
37976	12/06/2023	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 39.00
37976	12/06/2023	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 39.00
37976	12/06/2023	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 351.00
37976	12/06/2023	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 351.00
37976	12/06/2023	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 78.00
37976	12/06/2023	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 78.00
37976	12/06/2023	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 117.00
37976	12/06/2023	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 117.00
37976	12/06/2023	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 78.00
37976	12/06/2023	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 78.00
37976	12/06/2023	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 78.00
37976	12/06/2023	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 78.00
37976	12/06/2023	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 19.50
37976	12/06/2023	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 19.50
37976	12/06/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SVS - WELL #15	\$ 49.00
37976	12/06/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 19.50
37976	12/06/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 19.50
37976	12/06/2023	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 39.00
37976	12/06/2023	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 39.00
37976	12/06/2023	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/23	\$ 39.00
37976	12/06/2023	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/23	\$ 39.00
37977	12/06/2023	WATER CAPITAL	WATER CAPITAL OUTLAY	PERFORMANCE AUTOMATION COMPANY, INC.	CHLORINE GENERATOR INSTALLATION, WELLS 15, 22, 30	\$ 9,755.50
37978	12/06/2023	HR/RISK MGT	HR/RISK MGT	ROOTED NUTRITION	HEALTH FAIR BEVERAGES	\$ 200.00
37979	12/06/2023	ENGINEERING	ENGINEERING	MONICA BRAVO	REFUND - PERMIT FEES	\$ 101.00
37980	12/06/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 2,808.00
37980	12/06/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	\$ 442.00
37981	12/06/2023	FINANCE	BUILDING	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 58.55
37981	12/06/2023	FINANCE	BUILDING	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 27.71
37981	12/06/2023	FINANCE	BUILDING	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 28.84
37981	12/06/2023	FINANCE	BUILDING	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 57.85
37981	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 16.70
37981	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 7.90
37981	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 8.23
37981	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 16.50
37981	12/06/2023	FINANCE	CITY CLERK'S OFFICE	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 16.70
37981	12/06/2023	FINANCE	CITY CLERK'S OFFICE	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 7.90
37981	12/06/2023	FINANCE	CITY CLERK'S OFFICE	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 8.23
37981	12/06/2023	FINANCE	CITY CLERK'S OFFICE	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 16.50
37981	12/06/2023	FINANCE	COMM & REC	AT&T	09/23 CALNET 3 SERVICE 9391026396	\$ 260.13
37981	12/06/2023	FINANCE	COMM & REC	AT&T	09/23 CALNET 3 SERVICE 9391026391	\$ 283.69
37981	12/06/2023	FINANCE	COMM & REC	AT&T	10/23 CALNET 3 SERVICE 9391026391	\$ 290.11
37981	12/06/2023	FINANCE	COMPUTER MAINT	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 33.45
37981	12/06/2023	FINANCE	COMPUTER MAINT	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 15.83

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37981	12/06/2023	FINANCE	COMPUTER MAINT	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 16.48
37981	12/06/2023	FINANCE	COMPUTER MAINT	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 33.05
37981	12/06/2023	FINANCE	ENGINEERING	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 117.09
37981	12/06/2023	FINANCE	ENGINEERING	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 55.42
37981	12/06/2023	FINANCE	ENGINEERING	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 57.69
37981	12/06/2023	FINANCE	ENGINEERING	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 115.70
37981	12/06/2023	FINANCE	FACILITIES MAINT	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 28.68
37981	12/06/2023	FINANCE	FACILITIES MAINT	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 26.18
37981	12/06/2023	FINANCE	FINANCE	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 91.99
37981	12/06/2023	FINANCE	FINANCE	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 43.54
37981	12/06/2023	FINANCE	FINANCE	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 45.32
37981	12/06/2023	FINANCE	FINANCE	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 90.90
37981	12/06/2023	FINANCE	FLEET MAINT	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 19.15
37981	12/06/2023	FINANCE	FLEET MAINT	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 17.48
37981	12/06/2023	FINANCE	GRANT OVERSIGHT	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 33.45
37981	12/06/2023	FINANCE	GRANT OVERSIGHT	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 15.83
37981	12/06/2023	FINANCE	GRANT OVERSIGHT	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 16.48
37981	12/06/2023	FINANCE	GRANT OVERSIGHT	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 33.05
37981	12/06/2023	FINANCE	HR/RISK MGT	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 25.04
37981	12/06/2023	FINANCE	HR/RISK MGT	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 11.85
37981	12/06/2023	FINANCE	HR/RISK MGT	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 12.34
37981	12/06/2023	FINANCE	HR/RISK MGT	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 24.74
37981	12/06/2023	FINANCE	PARKS	AT&T	10/23 CALNET 3 SERVICE 9391026412	\$ 160.03
37981	12/06/2023	FINANCE	PARKS ADMIN	AT&T	09/23 CALNET 3 SERVICE 9391031580	\$ 268.05
37981	12/06/2023	FINANCE	PARKS ADMIN	AT&T	10/23 CALNET 3 SERVICE 9391031580	\$ 272.58
37981	12/06/2023	FINANCE	PLANNING	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 41.79
37981	12/06/2023	FINANCE	PLANNING	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 19.78
37981	12/06/2023	FINANCE	PLANNING	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 20.59
37981	12/06/2023	FINANCE	PLANNING	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 41.30
37981	12/06/2023	FINANCE	STREETS	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 47.83
37981	12/06/2023	FINANCE	STREETS	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 43.66
37981	12/06/2023	FINANCE	SEWER OPS	AT&T	10/23 CALNET 3 SERVICE 9391031570	\$ 196.20
37981	12/06/2023	FINANCE	SEWER OPS	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 33.46
37981	12/06/2023	FINANCE	SEWER OPS	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 30.54
37981	12/06/2023	FINANCE	SOLID WASTE	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 38.22
37981	12/06/2023	FINANCE	SOLID WASTE	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 34.89
37981	12/06/2023	FINANCE	UB - GARBAGE	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 27.16
37981	12/06/2023	FINANCE	UB - GARBAGE	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 12.88
37981	12/06/2023	FINANCE	UB - GARBAGE	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 13.37
37981	12/06/2023	FINANCE	UB - GARBAGE	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 26.82
37981	12/06/2023	FINANCE	UB - GARBAGE	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 9.56
37981	12/06/2023	FINANCE	UB - GARBAGE	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 8.73
37981	12/06/2023	FINANCE	UB - SEWER	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 27.17
37981	12/06/2023	FINANCE	UB - SEWER	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 12.86

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37981	12/06/2023	FINANCE	UB - SEWER	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 13.39
37981	12/06/2023	FINANCE	UB - SEWER	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 26.85
37981	12/06/2023	FINANCE	UB - SEWER	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 9.56
37981	12/06/2023	FINANCE	UB - SEWER	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 8.73
37981	12/06/2023	FINANCE	UB - WATER	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 54.46
37981	12/06/2023	FINANCE	UB - WATER	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 25.78
37981	12/06/2023	FINANCE	UB - WATER	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 26.83
37981	12/06/2023	FINANCE	UB - WATER	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 53.81
37981	12/06/2023	FINANCE	UB - WATER	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 19.15
37981	12/06/2023	FINANCE	UB - WATER	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 17.48
37981	12/06/2023	FINANCE	WATER OPS	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 43.02
37981	12/06/2023	FINANCE	WATER OPS	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 39.27
37981	12/06/2023	FINANCE	WATER QUALITY CONTROL	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 19.15
37981	12/06/2023	FINANCE	WATER QUALITY CONTROL	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 17.48
37981	12/06/2023	FINANCE	WWTP	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 28.68
37981	12/06/2023	FINANCE	WWTP	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 26.18
37981	12/06/2023	FINANCE	CITY MANAGER	AT&T	09/23 CALNET 3 SERVICE 9391026390	\$ 16.70
37981	12/06/2023	FINANCE	CITY MANAGER	AT&T	09/23 CALNET 3 SERVICE 9391031577	\$ 7.90
37981	12/06/2023	FINANCE	CITY MANAGER	AT&T	10/23 CALNET 3 SERVICE 9391031577	\$ 8.23
37981	12/06/2023	FINANCE	CITY MANAGER	AT&T	10/23 CALNET 3 SERVICE 9391026390	\$ 16.50
37981	12/06/2023	FINANCE	PURCHASING	AT&T	10/23 CALNET 3 SERVICE 9391026394	\$ 28.68
37981	12/06/2023	FINANCE	PURCHASING	AT&T	09/23 CALNET 3 SERVICE 9391026394	\$ 26.18
37981	12/06/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391026414	\$ 357.49
37981	12/06/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391059143	\$ 2,502.21
37981	12/06/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391031579	\$ 263.63
37981	12/06/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391026411	\$ 163.99
37981	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391026414	\$ 359.12
37981	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391031579	\$ 274.47
37981	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391031578	\$ 166.39
37982	12/06/2023	FINANCE	BUILDING	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 18.59
37982	12/06/2023	FINANCE	BUILDING	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 18.59
37982	12/06/2023	FINANCE	CENTRAL ADMIN	AT&T	10/23 CALNET 3 SERVICE 9391026406	\$ 24.68
37982	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 6.97
37982	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	10/23 CALNET 3 SERVICE 9391026388	\$ 52.03
37982	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 6.97
37982	12/06/2023	FINANCE	CITY CLERK'S OFFICE	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 4.65
37982	12/06/2023	FINANCE	CITY CLERK'S OFFICE	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 4.65
37982	12/06/2023	FINANCE	CODE ENF	AT&T	10/23 CALNET 3 SERVICE 9391026413	\$ 52.29
37982	12/06/2023	FINANCE	COMM & REC	AT&T	09/23 CALNET 3 SERVICE 9391026392	\$ 50.43
37982	12/06/2023	FINANCE	COMM & REC	AT&T	10/23 CALNET 3 SERVICE 9391026392	\$ 53.67
37982	12/06/2023	FINANCE	COMPUTER MAINT	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 2.32
37982	12/06/2023	FINANCE	COMPUTER MAINT	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 2.32
37982	12/06/2023	FINANCE	ENGINEERING	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 34.85
37982	12/06/2023	FINANCE	ENGINEERING	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 34.85

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37982	12/06/2023	FINANCE	FACILITIES MAINT	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 13.66
37982	12/06/2023	FINANCE	FACILITIES MAINT	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 13.66
37982	12/06/2023	FINANCE	FINANCE	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 23.23
37982	12/06/2023	FINANCE	FINANCE	AT&T	10/23 CALNET 3 SERVICE 9391026406	\$ 24.69
37982	12/06/2023	FINANCE	FINANCE	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 23.23
37982	12/06/2023	FINANCE	FLEET MAINT	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 9.11
37982	12/06/2023	FINANCE	FLEET MAINT	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 9.11
37982	12/06/2023	FINANCE	GRANT OVERSIGHT	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 11.62
37982	12/06/2023	FINANCE	GRANT OVERSIGHT	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 11.62
37982	12/06/2023	FINANCE	HR/RISK MGT	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 6.97
37982	12/06/2023	FINANCE	HR/RISK MGT	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 6.97
37982	12/06/2023	FINANCE	PARKS	AT&T	09/23 CALNET 3 SERVICE 9391026412	\$ 158.52
37982	12/06/2023	FINANCE	PLANNING	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 11.62
37982	12/06/2023	FINANCE	PLANNING	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 11.62
37982	12/06/2023	FINANCE	STREETS	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 22.78
37982	12/06/2023	FINANCE	STREETS	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 22.78
37982	12/06/2023	FINANCE	SEWER OPS	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 15.94
37982	12/06/2023	FINANCE	SEWER OPS	AT&T	10/23 CALNET 3 SERVICE 9391026410	\$ 50.82
37982	12/06/2023	FINANCE	SEWER OPS	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 15.94
37982	12/06/2023	FINANCE	SOLID WASTE	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 18.25
37982	12/06/2023	FINANCE	SOLID WASTE	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 18.25
37982	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	09/23 CALNET 3 SERVICE 9391026415	\$ 63.60
37982	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	10/23 CALNET 3 SERVICE 9391026415	\$ 64.03
37982	12/06/2023	FINANCE	UB - GARBAGE	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 4.55
37982	12/06/2023	FINANCE	UB - GARBAGE	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 6.18
37982	12/06/2023	FINANCE	UB - GARBAGE	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 4.55
37982	12/06/2023	FINANCE	UB - GARBAGE	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 6.18
37982	12/06/2023	FINANCE	UB - SEWER	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 4.55
37982	12/06/2023	FINANCE	UB - SEWER	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 6.20
37982	12/06/2023	FINANCE	UB - SEWER	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 4.55
37982	12/06/2023	FINANCE	UB - SEWER	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 6.20
37982	12/06/2023	FINANCE	UB - WATER	AT&T	09/23 CALNET 3 SERVICE 9391026393	\$ 75.95
37982	12/06/2023	FINANCE	UB - WATER	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 9.12
37982	12/06/2023	FINANCE	UB - WATER	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 12.39
37982	12/06/2023	FINANCE	UB - WATER	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 9.12
37982	12/06/2023	FINANCE	UB - WATER	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 12.39
37982	12/06/2023	FINANCE	UB - WATER	AT&T	10/23 CALNET 3 SERVICE 9391026393	\$ 80.93
37982	12/06/2023	FINANCE	WATER OPS	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 20.49
37982	12/06/2023	FINANCE	WATER OPS	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 20.49
37982	12/06/2023	FINANCE	WATER QUALITY CONTROL	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 9.11
37982	12/06/2023	FINANCE	WATER QUALITY CONTROL	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 9.11
37982	12/06/2023	FINANCE	WWTP	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 13.66
37982	12/06/2023	FINANCE	WWTP	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 13.66
37982	12/06/2023	FINANCE	CITY MANAGER	AT&T	09/23 CALNET 3 SERVICE 9391031559	\$ 9.29

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37982	12/06/2023	FINANCE	CITY MANAGER	AT&T	10/23 CALNET 3 SERVICE 9391031559	\$ 9.29
37982	12/06/2023	FINANCE	PURCHASING	AT&T	09/23 CALNET 3 SERVICE 9391031564	\$ 13.66
37982	12/06/2023	FINANCE	PURCHASING	AT&T	10/23 CALNET 3 SERVICE 9391031564	\$ 13.66
37982	12/06/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391031561	\$ 154.88
37982	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391020514	\$ 154.88
37982	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391031561	\$ 154.88
37982	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391026411	\$ 152.61
37982	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391031566	\$ 154.88
37983	12/06/2023	FINANCE	AQUATICS PROGRM	AT&T	10/23 CALNET 3 SERVICE 9391026397	\$ 24.79
37983	12/06/2023	FINANCE	BUILDING	AT&T	09/23 CALNET 3 SERVICE 9391026407	\$ 24.67
37983	12/06/2023	FINANCE	BUILDING	AT&T	10/23 CALNET 3 SERVICE 9391026407	\$ 26.44
37983	12/06/2023	FINANCE	CENTRAL ADMIN	AT&T	09/23 CALNET 3 SERVICE 9391026406	\$ 23.14
37983	12/06/2023	FINANCE	CITY ATTORNEY	AT&T	09/23 CALNET 3 SERVICE 9391026388	\$ 48.83
37983	12/06/2023	FINANCE	CODE ENF	AT&T	09/23 CALNET 3 SERVICE 9391026413	\$ 48.94
37983	12/06/2023	FINANCE	FINANCE	AT&T	09/23 CALNET 3 SERVICE 9391026406	\$ 23.13
37983	12/06/2023	FINANCE	FIRE	AT&T	09/23 CALNET 3 SERVICE 9391026402	\$ 24.67
37983	12/06/2023	FINANCE	FIRE	AT&T	10/23 CALNET 3 SERVICE 9391026402	\$ 26.44
37983	12/06/2023	FINANCE	HR/RISK MGT	AT&T	10/23 CALNET 3 SERVICE 9391026400	\$ 26.18
37983	12/06/2023	FINANCE	SEWER OPS	AT&T	09/23 CALNET 3 SERVICE 9391026410	\$ 47.80
37983	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	09/23 CALNET 3 SERVICE 9391026398	\$ 24.67
37983	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	09/23 CALNET 3 SERVICE 9391026403	\$ 27.41
37983	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	10/23 CALNET 3 SERVICE 9391026389	\$ 26.33
37983	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	10/23 CALNET 3 SERVICE 9391026395	\$ 26.33
37983	12/06/2023	FINANCE	WWTP	AT&T	09/23 CALNET 3 SERVICE 9391026417	\$ 35.63
37983	12/06/2023	FINANCE	WWTP	AT&T	10/23 CALNET 3 SERVICE 9391026405	\$ 26.18
37983	12/06/2023	FINANCE	WWTP	AT&T	10/23 CALNET 3 SERVICE 9391026417	\$ 35.99
37983	12/06/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391026409	\$ 25.08
37983	12/06/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391026401	\$ 24.67
37983	12/06/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391026409	\$ 26.59
37984	12/06/2023	FINANCE	AQUATICS PROGRM	AT&T	09/23 CALNET 3 SERVICE 9391026397	\$ 23.13
37984	12/06/2023	FINANCE	HR/RISK MGT	AT&T	09/23 CALNET 3 SERVICE 9391026400	\$ 24.67
37984	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	09/23 CALNET 3 SERVICE 9391026395	\$ 24.67
37984	12/06/2023	FINANCE	SR CITIZEN COMM	AT&T	09/23 CALNET 3 SERVICE 9391026389	\$ 24.67
37984	12/06/2023	FINANCE	WWTP	AT&T	09/23 CALNET 3 SERVICE 9391026405	\$ 24.67
37985	12/06/2023	FINANCE	BUILDING	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 150.21
37985	12/06/2023	FINANCE	CITY CLERK'S OFFICE	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 90.06
37985	12/06/2023	FINANCE	CITY COUNCIL	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 281.68
37985	12/06/2023	FINANCE	CODE ENF	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 45.03
37985	12/06/2023	FINANCE	COMPUTER MAINT	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 516.24
37985	12/06/2023	FINANCE	ENGINEERING	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 285.55
37985	12/06/2023	FINANCE	FACILITIES MAINT	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 795.75
37985	12/06/2023	FINANCE	FINANCE	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 185.41
37985	12/06/2023	FINANCE	FLEET MAINT	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 45.03
37985	12/06/2023	FINANCE	GRANT OVERSIGHT	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 95.10

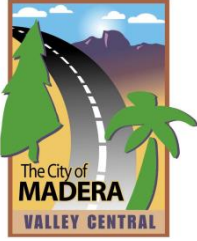
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37985	12/06/2023	FINANCE	HR/RISK MGT	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 90.31
37985	12/06/2023	FINANCE	PARKS	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 195.37
37985	12/06/2023	FINANCE	PLANNING	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 45.03
37985	12/06/2023	FINANCE	STREETS	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 50.07
37985	12/06/2023	FINANCE	UB - GARBAGE	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 11.25
37985	12/06/2023	FINANCE	UB - SEWER	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 11.26
37985	12/06/2023	FINANCE	UB - WATER	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 22.52
37985	12/06/2023	FINANCE	WWTP	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 50.07
37985	12/06/2023	FINANCE	CITY MANAGER	AT&T	10/23 FIRSTNET SVS 287302656036	\$ 90.31
37985	12/06/2023	FINANCE	PD OPS	AT&T	10/23 FIRSTNET SVS 287302965625	\$ 6,578.47
37986	12/06/2023	PD OPS	MEAS K - PD	ADAMS, MARK	PER DIEM - CNOA 59TH ANNUAL TRAINING EXPO	\$ 258.75
37987	12/06/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 10/23	\$ 290.00
37988	12/06/2023	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - AIRPORT	\$ 113.50
37988	12/06/2023	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PANAM	\$ 702.80
37988	12/06/2023	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FBSC	\$ 113.50
37988	12/06/2023	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - ENG	\$ 548.00
37988	12/06/2023	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW	\$ 113.50
37988	12/06/2023	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #6	\$ 325.75
37988	12/06/2023	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #7	\$ 113.50
37988	12/06/2023	FACILITIES	INTERMODAL BLDG	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - INTERMODAL	\$ 267.70
37988	12/06/2023	FACILITIES	UB - WATER	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL	\$ 548.00
37988	12/06/2023	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD	\$ 645.00
37989	12/06/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 73.62
37989	12/06/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 90.74
37989	12/06/2023	PURCHASING	CITY CLERK'S OFFICE	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 41.95
37989	12/06/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 270.63
37989	12/06/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 414.60
37989	12/06/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 74.43
37989	12/06/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 167.79
37989	12/06/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 81.19
37989	12/06/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 41.14
37989	12/06/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 41.14
37989	12/06/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 41.95
37989	12/06/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 41.95
37989	12/06/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 41.14
37989	12/06/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 113.66
37989	12/06/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 189.19
37989	12/06/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 08/23	\$ 200.26
37989	12/06/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 09/23	\$ 235.93
37990	12/06/2023	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT PHYSICAL	\$ 633.00
37991	12/06/2023	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONSULTING SERVICES - PROFESSIONAL RECRUITING SRV	\$ 10,000.00
37991	12/06/2023	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONTRACTED SERVICES	\$ 480.70
37992	12/06/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/23	\$ 87.50
37992	12/06/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/23	\$ 21.88

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37992	12/06/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/23	\$ 21.88
37992	12/06/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/23	\$ 43.74
37993	12/06/2023	FLEET ACQUISITION	LTF - TRANSIT	CREATIVE BUS SALES, INC.	2023 STARCRAFT VAN #8060	\$ 32,090.60
37993	12/06/2023	FLEET ACQUISITION	LTF - TRANSIT	CREATIVE BUS SALES, INC.	2023 STARCRAFT VAN #8061	\$ 32,090.60
37993	12/06/2023	FLEET ACQUISITION	LTF - TRANSIT	CREATIVE BUS SALES, INC.	2023 STARCRAFT VAN #8059	\$ 32,090.60
37993	12/06/2023	FLEET ACQUISITION	FIXED ROUTE - CAPITAL OUTLAY	CREATIVE BUS SALES, INC.	2023 STARCRAFT VAN #8060	\$ 128,362.40
37993	12/06/2023	FLEET ACQUISITION	FIXED ROUTE - CAPITAL OUTLAY	CREATIVE BUS SALES, INC.	2023 STARCRAFT VAN #8061	\$ 128,362.40
37993	12/06/2023	FLEET ACQUISITION	FIXED ROUTE - CAPITAL OUTLAY	CREATIVE BUS SALES, INC.	2023 STARCRAFT VAN #8059	\$ 128,362.40
37994	12/06/2023	FINANCE	FINANCE	DEMSEY, FILLIGER & ASSOCIATES, LLC	GASB 75 OPEB ACTUARIAL REPORT	\$ 4,250.00
37995	12/06/2023	FLEET ACQUISITION	FLEET MAINT	FUTURE FORD OF CLOVIS	UNIT 2003 ENGINE REPLACEMENT	\$ 20,937.21
37996	12/06/2023	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	STREET LIGHTS	\$ 2,652.13
37997	12/06/2023	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 5,626.00
37998	12/06/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9926031	\$ 100.00
37998	12/06/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9926031-555683	\$ 200.00
37999	12/06/2023	CITY CLERK	CITY CLERK'S OFFICE	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 1003 CS	\$ 344.50
37999	12/06/2023	ENGINEERING	WATER CAPITAL OUTLAY	MADERA TRIBUNE	REQUEST FOR BID - W-22/W-34	\$ 830.70
37999	12/06/2023	PD OPS	PD OPS	MADERA TRIBUNE	ANNUAL SUBSCRIPTION - MPD	\$ 69.00
38000	12/06/2023	PARKS ADMIN	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	\$ 455.29
38001	12/06/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 12,196.67
38001	12/06/2023	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 969.73
38002	12/06/2023	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - MCNALLY PARK BASKETBALL COURTS	\$ 11,700.00
38003	12/06/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 8.65
38003	12/06/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (14.66)
38003	12/06/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3819620697-3	\$ 106.17
38003	12/06/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 8126770647-1	\$ 172.07
38003	12/06/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 69.75
38003	12/06/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 1,588.16
38003	12/06/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 2,471.38
38003	12/06/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 2,556.79
38003	12/06/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	10/23 SERVICE 8307681856-2	\$ 701.53
38003	12/06/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 383.81
38003	12/06/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 381.44
38003	12/06/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	10/23 SERVICE 2000655655-7	\$ 2,034.44
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 7,677.46
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 33,179.08
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 8178280304-3	\$ 383.96
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3642526071-2	\$ 78.20
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3352588453-3	\$ 104.42
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3499945233-6	\$ 108.73
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 1715785853-5	\$ 1,246.18
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 1598348280-1	\$ 87.71
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9787342989-4	\$ 150.29
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 5207933925-6	\$ 69.46
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 1619119913-8	\$ 121.43

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38003	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 6690755760-8	\$ 97.68
38003	12/06/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 92.99
38003	12/06/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 1,473.94
38003	12/06/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	10/23 SERVICE 2173157566-4	\$ 2,798.78
38003	12/06/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 1,184.93
38003	12/06/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ (149.33)
38003	12/06/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 34.30
38003	12/06/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 32.80
38003	12/06/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 7,449.80
38003	12/06/2023	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 36.28
38003	12/06/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ (13.15)
38003	12/06/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 2,898.83
38003	12/06/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 8.03
38003	12/06/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 338.82
38003	12/06/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 8.64
38003	12/06/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (7.50)
38003	12/06/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 33,094.56
38003	12/06/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 169,188.51
38003	12/06/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9172110863-6	\$ 14,045.76
38003	12/06/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9651992016-7	\$ 217.99
38003	12/06/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 109.23
38003	12/06/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 3.64
38003	12/06/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (27.46)
38003	12/06/2023	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ (28.54)
38003	12/06/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ (56.86)
38003	12/06/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (82.43)
38003	12/06/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (53.58)
38003	12/06/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (26.60)
38003	12/06/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (134.60)
38003	12/06/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (110.30)
38003	12/06/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (82.43)
38003	12/06/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (27.52)
38003	12/06/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (120.14)
38003	12/06/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (26.44)
38003	12/06/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (117.61)
38003	12/06/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ (52.11)
38003	12/06/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 3533032414-2	\$ 78.50
38003	12/06/2023	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 9920095153-3	\$ 6,124.13
38004	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 7949615676-5	\$ 22.76
38004	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 7928098441-4	\$ 52.49
38004	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 1013877191-9	\$ 63.64
38004	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 4318089701-9	\$ 22.46
38004	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 5237156686-1	\$ 38.80
38004	12/06/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/23 SERVICE 5225647713-5	\$ 14.79

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38004	12/06/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	10/23 SERVICE 8675479583-8	\$ 49.37
38004	12/06/2023	FINANCE	ZONE 39 ACTIVITIES	PACIFIC GAS & ELECTRIC	10/23 SERVICE 6948316261-1	\$ 2.29
38005	12/06/2023	FINANCE	CFD DEBT FUND - 2006 BONDS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 09/30/23-12/29/23	\$ 54.24
38005	12/06/2023	FINANCE	WATER OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 09/30/23-12/29/23	\$ 271.23
38005	12/06/2023	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 09/30/23-12/29/23	\$ 108.49
38006	12/06/2023	FLEET MAINT	DRAINAGE	SJVAPCD	PORTABLE EQUIPMENT REGISTRATIONS	\$ 96.75
38006	12/06/2023	FLEET MAINT	SOLID WASTE	SJVAPCD	PORTABLE EQUIPMENT REGISTRATIONS	\$ 32.25
38006	12/06/2023	FLEET MAINT	STREET CLEANING	SJVAPCD	PORTABLE EQUIPMENT REGISTRATIONS	\$ 96.75
38006	12/06/2023	FLEET MAINT	DRAINAGE OPS	SJVAPCD	PORTABLE EQUIPMENT REGISTRATIONS	\$ 32.25
38007	12/06/2023	ENGINEERING	WWTP	SPARKLETT'S	DRINKING WATER - ENG	\$ 106.92
38008	12/06/2023	PW ADMIN	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D3 - MENDOZA MARTIN	\$ 90.00
38009	12/06/2023	FACILITIES	FACILITIES MAINT	TESCO CONTROLS, INC.	SIGNAL BATTERIES	\$ 3,897.00
38009	12/06/2023	FACILITIES	FACILITIES MAINT	TESCO CONTROLS, INC.	TRAFFIC SIGNAL BATTERIES & INVERTER	\$ 4,373.30
38010	12/06/2023	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 630.34
38011	12/06/2023	FLEET MAINT	MEAS K - PD	TORRES BODY SHOP	#6019 REPAIRS	\$ 3,213.62
38012	12/06/2023	PW ADMIN	FACILITIES MAINT	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	\$ 648.18
38012	12/06/2023	PW ADMIN	STREETS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	\$ 648.17
38012	12/06/2023	PW ADMIN	SEWER OPS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	\$ 648.18
38012	12/06/2023	PW ADMIN	WATER OPS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	\$ 648.17
38013	12/06/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 104.02
38013	12/06/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 38.01
38013	12/06/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 52.01
38013	12/06/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 152.04
38013	12/06/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 3.87
38013	12/06/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 38.01
38013	12/06/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 1.67
38013	12/06/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 52.01
38013	12/06/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 14.18
38013	12/06/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 1.67
38013	12/06/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 1.67
38013	12/06/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 144.03
38013	12/06/2023	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 38.01
38013	12/06/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 75.65
38013	12/06/2023	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/23-10/10/23	\$ 494.21
38014	12/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9923091	\$ 722.00
38015	12/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9901391	\$ 2,000.00
38016	12/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 10000385	\$ 771.00
38017	12/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9900160	\$ 2,973.00
38018	12/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 4686101	\$ 3,000.00
38019	12/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
38020	12/06/2023	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 60.00
38021	12/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
38022	12/06/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND - WEATHER	\$ 65.00
38023	12/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY YOUTH HUT	\$ 50.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38024	12/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	\$ 500.00
38025	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9922765-553283	\$ 144.46
38026	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 10000699-554165	\$ 46.76
38027	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9923750-550339	\$ 144.38
38028	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9899894-505238	\$ 231.14
38029	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 6476004-501389	\$ 124.74
38030	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9922818-553343	\$ 141.81
38031	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9924476-550034	\$ 149.87
38032	12/06/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9905305-555043	\$ 132.26
38033	12/08/2023	PW ADMIN	WATER OPS	SOLIS OSCAR	PER DIEM - CRWA-AWE DISTRIBUTION O & M COURSE	\$ 296.00
38034	12/08/2023	PW ADMIN	WATER OPS	CHRISTOPHER RODRIGUEZ	PER DIEM - CRWA-AWE DISTRIBUTION O & M COURSE	\$ 296.00
38035	12/08/2023	PW ADMIN	WATER OPS	ANTHONY RODRIGUEZ	PER DIEM - CRWA-AWE DISTRIBUTION O & M COURSE	\$ 296.00
38036	12/08/2023	PD OPS	MEAS K - PD	WEBSTER, NICHOLAS	PER DIEM - SLI SESSION #7	\$ 258.75
377	11/27/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 11/22/23 PAYROLL	\$ 28,385.14
378	11/28/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	11/23 MONTHLY DUES	\$ 2,272.50
379	11/28/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 11/28/2023	\$ 542.51
380	11/29/2023	ENGINEERING	SEWER CAPITAL OUTLAY	MAGGIORA BROS. DRILLING, INC.	CONSTRUCTION CONTRACT FOR PROJECT WWTP20-01	\$ 13,062.65
381	11/30/2023	FINANCE	GENERAL CAPITAL PROJECTS	BANC OF AMERICA PUBLIC CAPITAL CORP	ENGIE SOLAR PROJECT	\$ 1,080,000.90
382	11/30/2023	FINANCE	SEWER FUND	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	\$ 230,305.83
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 2,511,835.78



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 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 December 5, 2023, and approved an eligibility list for Police Officer Trainee.

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
Nova Krumm	Program Leader I	Parks & Community Services	PT	11/6/23
Nicholas Matula	Mechanic I	Finance – Fleet	FT	11/20/23
Sonia Haro	Park Aide	Parks & Community Services	PT	11/20/23
Ryan Harland, Jr.	Police Officer Trainee	Police	FT	12/4/23

Table 1: New Hires and Re-hires, continued

Name	Position	Department	Status*	Effective Date
Jacob Jaime	Public Works Maintenance Worker I	Public Works – Water	PT	12/4/23
Thomas Palacios	Program Leader I	Parks & Community Services	PT	12/4/23
Adelfo Cortez	Park Aide	Parks & Community Services	PT	12/5/23

*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
Josiah Arnold	Police Commander (out-of-class assignment)	Police Commander	11/18/23
Felix Gonzalez	Police Sergeant	Police Lieutenant	11/18/23
Blake Short	Police Corporal	Police Sergeant	11/18/23
Richard Gonzales	Police Officer II	Police Corporal	11/18/23
Jeremy Smith	Police Officer II	Police Corporal	11/18/23
Steven Cook	Accounting Technician III	Utility Billing Supervisor (out-of-class assignment)	11/22/23
Jeremy McCool	Police Officer Trainee	Police Officer I	12/11/23
Nicholas Aguilar	Police Officer Trainee	Police Officer I	12/11/23
Sandra Ovedo	Police Officer Trainee	Police Officer I	12/11/23
Ryan Harland, Jr.	Police Officer Trainee	Police Officer I	12/11/23
Cristian Delgadillo	Police Officer Trainee	Police Officer I	12/11/23
Cipriano Pineda	Police Officer Trainee	Police Officer I	12/11/23

The following employees separated from employment since our last report.

Table 3: Separations				
Name	Position	Department	Status*	Effective Date
Brooklyn Reeves	Lifeguard/Program Leader I	Parks & Community Services	PT	7/31/23
Joseph Velasquez	Lifeguard	Parks & Community Services	PT	8/23/23
Rogelio Sanchez	Director of Financial Services	Finance	PT	8/26/22
Marsha Villareal	Program Leader I – ASP	Parks & Community Services	PT	9/25/23
Chrlens Shields	Program Leader I – ASP	Parks & Community Services	PT	10/10/23
Sandra Gonzalez	Accounting Technician II	Finance – Utility Billing	FT	11/3/23
Alison Velarde	Program Leader I – ASP	Parks & Community Services	PT	11/10/23
Cameron Dias	Police Officer II	Police	FT	11/17/23
Jerry Bowles	Park Aide	Parks & Community Services	PT	11/22/23
Brandon McDonald	Custodian	Finance - Transit	PT	11/23/23
Daniel Mercado Ortiz	Park Aide	Parks & Community Services	PT	11/28/23

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

FINANCIAL IMPACT:

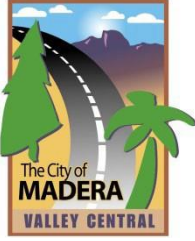
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

Wendy Silva, Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 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. Attachment 1 to this report summarizes the City's projects submitted to FEMA and CalOES under this 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. Table of submitted projects
2. Resolution continuing the Declaration of a Local Emergency for January 2023 winter storms

Attachment 1

**Federal Emergency Management Agency Event 4683DR-CA: California Severe Winter Storms, Flooding, Landslides, and Mudslides
City of Madera Submitted Projects**

Category	Project	Work Status	Submitted All Documentation to FEMA	Submitted Cost to FEMA	Federal Cost Share
A - Debris Removal	Various Debris Cleanup - Citywide	Complete	Yes	31,639.79	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (days 1-60)	Complete	Yes	770,213.30	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (61 days plus)	Complete	Yes	375,984.30	75/25
C - Roads and Bridges	Lewis St / Monterey St - Storm Drain and Sidewalk	Complete	Yes	41,952.22	75/25
C - Roads and Bridges	NW Corner D St / Green Way (Sherwood Pond) - Asphalt and Storm Drain	Incomplete	All internal work complete and related documentation received; permanent asphalt patch completed by contractor 12/8/23; pending final invoice from contractor		75/25
C - Roads and Bridges	Schnoor Ave / Modoc (T&C Park) - Asphalt, Curb and Gutter	Complete	Yes	9,220.05	75/25
C - Roads and Bridges	Knox St / Neplus Way - Asphalt	Complete	Yes	20,481.61	75/25
F - Utilities	WWTP - Repair/Replace Influent Pumps and Grit Pumps	Incomplete	Influent Pump #1: Repaired by contractor; pump reinstalled and is operational; pending receipt of inspection report Influent Pump #2: Repaired by contractor; pump reinstalled and is operational; inspection report received Influent Pump #3: Pending damage assessment Grit Pump #1: New pump pending installation; estimated at 30% complete with project estimated to be complete 12/15/23 Grit Pump #2: Pending damage assessment; estimated to occur 12/18/23		75/25
F - Utilities	Avenue 13 Sewer Trunk Line - Permanent Work	Complete	Yes	\$1,000,000 (estimate*)	75/25

* Category F relating to the Avenue 13 sewer trunk failure will capture all costs not included in the two Category B projects for the same incident. The final number will be adjusted after all invoices are reviewed/reconciled by the FEMA Program Delivery Manager.

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, 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 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 caused 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, 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, on January 27, 2023, the City’s Director of Emergency Services declared a local emergency thereby activating the Emergency Operations Center, and such action was ratified by the City Council; and

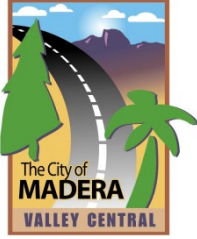
WHEREAS, the City Council has regularly reviewed the need for continuing the local emergency, and has continually extended the declaration of emergency such that it has continued unabated since the City’s Director of Emergency Services declaration was ratified by the City Council; and

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 continue to be evaluated, repaired, and or mitigated; and

WHEREAS, the City Council desires to continue the duration of the declaration of emergency as there is a need for the same.

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

1. The above recitals are true and correct and incorporated herein as findings by the City Council.
2. Government Code Section 8630 requires that the Council review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The City Council has reviewed the need for continuing the local emergency and finds that the state of emergency conditions related to the January 2023 winter storms are ongoing and are recognized as an imminent threat to our citizens. As such, the City Council extends and continues the declaration of a local emergency.
3. City Staff are directed to thereafter return this item for Council review of the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency.



REPORT TO CITY COUNCIL

Approved by:

Arnaldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: B-5

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City’s City Attorney. This report captures August and September 2023 invoices received for Aleshire & Wynder, LLP, as well as the Fiscal Year (FY) 2023/24 tracking of invoices received, through a FY 2023/24 Year-to-Date (YTD) column.

If Council desires additional information in future iterations of this report, please advise and staff will make the requested changes.

Firm: Montoy Law Corporation (City Attorney Services and Litigation)

Billing Periods: August 2023 and September 2023

Matter	Charges		
	August 2023	September 2023	FY 2023/2024 (YTD)
General Legal Review/Advice	\$15,238.50	\$14,077.50	\$29,316.00
City Clerk	\$0	\$0	\$117.50

Attendance at Council Meetings & Requests for Information/Research	\$0	\$0	\$2,702.50
City Manager	\$0	\$0	\$0
Review and Advice on Agreements	\$0	\$0.00	\$1,010.50
Planning	\$3,100.00	\$2,650.00	\$7,277.50
Planning Commission	\$0	\$0	\$0.00
Finance	\$1,508.00	\$1,189.00	\$2,697.00
Successor Agency	\$75.00	\$0	\$75.00
Public Works/Engineering	\$1,700.00	\$1,550.00	\$8,937.00
Police Department - General	\$925.00	\$125.00	\$1,050.00
Economic Development	\$0	\$0	\$0
Personnel/Payroll	\$0	\$0	\$23.50
Municipal Code Enforcement/Updates	\$0	\$1,731.00	\$1,754.50
Wastewater	\$87.00	\$29.00	\$116.00
Water	\$0	\$58.00	\$58.00
Ordinances	\$0	\$0	\$235.00
Special Projects (Montoy)	\$1,440.00	\$2,775.00	\$4,215.00
Cannabis	\$0	\$0	\$11,117.50
Total Advisory Services	\$22,633.50	\$22,984.00	\$70,202.50
Litigation Services			
Total Litigation Services	\$5,430.00	\$4,130.99	\$13,655.49
Discounted Hours	\$0	\$0	-\$ (2.35)
Travel/Lodging Expenses	\$0	\$0	\$0
Shipping	\$0	\$0	\$0
Total Advisory & Litigation Services	\$28,063.50	\$25,540.49	\$83,855.64

FINANCIAL IMPACT:

For FY 2022/23, expenditures for invoices related to legal fees total \$83,855.64. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

<i>Legal Invoices FY 2020/21 YTD</i>	
City Attorney Advisory Services	
Montoy Law Corporation	\$26,159.50
Aleshire and Wynder	\$44,043.00
Litigation Services (Including discounted hours, travel & shipping)	
Montoy Law Corporation	\$4,092.15
Aleshire and Wynder	\$9,560.99
Total City Attorney and Litigation Services YTD	\$83,855.64

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

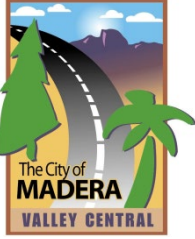
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.


ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: B-6

SUBJECT:

Annual Local Appointment List on City Boards, Commissions, and Committees

RECOMMENDATION:

Approve a Minute Order Authorizing the City Clerk to File the 2024 Annual Local Appointments List

DISCUSSION:

California Government Code Sections 54970 to 54974 (commonly referred to as the Maddy Act) were established to inform and promote opportunities for citizens to serve on local government boards, committees, and commissions. The Maddy Act requires that on or before December 31 of each year, each legislative body shall prepare an appointment list of all regular and ongoing boards, commissions, and committees appointed by the local agency's legislative body. This list shall be known as the Local Appointments List." Generally, the City Clerk prepares the list, known as the Local Appointments List, and posts it.

A copy of the 2024 Annual Local Appointments List is attached, which shows a list of all appointive terms with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

FINANCIAL IMPACT:

There is no financial impact, sans the time it took to prepare this report considering that members of the various City commissions are not compensated, rather they volunteer.

ALTERNATIVES:

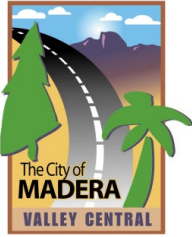
None. Action is required to ensure compliance with the Maddy Act.

ATTACHMENTS:

1. 2024 Annual Local Appointments List

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)



On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information: (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position, (b) A list of all boards, commissions,

and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The City of Madera encourages residents to apply for service on City Boards, Commissions and Committees that are currently vacant or that will have vacancies. To obtain an application or request additional information, please contact the City of Madera, Office of the City Clerk at (559) 661-5405; by visiting the City Clerk Department page at www.madera.gov; or by email at agonzales@madera.gov.

	<i>District</i>	<i>Committee Member</i>	<i>Date Appointed</i>	<i>Term Expires</i>
Americans with Disabilities Act (ADA) Advisory Council	Mayor	DJ Becker	05/04/22	12/01/24
	District 1	Jack Porter	08/24/22	12/01/26
	District 2	Cynthia Ortegon	01/16/19	12/01/24
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Vacant	--	12/01/24
	District 5	Gladys Marroquin	08/24/22	12/01/26
	District 6	Diana Robbins	01/06/21	12/01/24
Airport Advisory Commission	Mayor	Miguel Gonzalez	09/01/21	12/01/24
	District 1	Jerry Holiday	03/20/19	12/01/26
	District 2	Issa Zacharia	05/16/18	12/01/24
	District 3	Johanna Torres	05/19/21	12/01/26
	District 4	Stanley Mackey	05/19/21	12/01/24
	District 5	Vacant	----	12/01/26
	District 6	Ramon Lopez-Maciel	01/06/21	12/01/24
Beautification Committee	Mayor	Miguel Gonzalez	02/03/21	12/01/24
	District 1	Karen Huerta	02/07/18	12/01/26
	District 2	Rohi Zacharia	02/15/17	12/01/24
	District 3	Debra M. Basila	03/17/21	12/01/26
	District 4	Robert Gonzalez	05/19/21	12/01/24
	District 5	Agapita Rocha	01/16/19	12/01/26
	District 6	Cynthia Moreno-Procopio	03/17/21	12/01/24
Civil Service Commission	Mayor	Dennis Smith	10/05/22	12/01/24
	District 1	Nick Salinas	02/02/22	12/01/26
	District 2	Celeste Voyles	02/02/22	12/01/24
	District 3	Saim Mohammad	02/02/22	12/01/26
	District 4	Julius Washington	02/02/22	12/01/24
	District 5	Shawn Griffin	02/15/17	Until new appointment made
	District 6	Vacant	----	12/01/24

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

	<i>District</i>	<i>Committee Member</i>	<i>Date Appointed</i>	<i>Term Expires</i>
CDBG Block Grant Commission	Mayor	Gabriela Gonzalez-Gutierrez	02/17/21	12/01/24
	District 1	Candace Talley	03/01/17	12/01/26
	District 2	Alyssia Arredondo	03/01/17	12/01/24
	District 3	Stephanie Nathan	03/18/20	12/01/26
	District 4	DJ Becker	01/20/21	12/01/24
	District 5	Olga P. Garcia	01/16/19	12/01/26
	District 6	Dulce Arredondo	03/03/21	12/01/24
Golf Course Advisory Committee	Varies. Includes At-Large Appointments by Type and Appointments by Category	Jose Rodriguez (Councilmember)	09/06/23	12/01/24
		Joseph Hebert (Parks Director)	09/06/23	Continual
		Dan Bacci (SGM Rep.)	09/06/23	Continual
		Karla Gran (Service Organization Rep.)	09/06/23	09/06/25
		Chito Romero (Golfer/At-Large Community Member)	09/06/23	09/06/25
		Lisa Gill (Food and Beverage Rep.)	09/06/23	Continual
		Edward McIntyre (Non-Golfer/At-Large Community Member)	09/06/23	09/06/25
Loan Review Committee	At-Large Appointment	Elvin Martin	03/1/06	N/A
		John Molina	03/1/06	N/A
		Vacant	----	N/A
		Matilda Villafan	02/20/19	N/A
		Johanna Torres	09/21/22	N/A
Planning Commission	Mayor	Khubaib Seikh	01/20/21	12/01/24
	District 1	Robert Gran Jr.	01/16/19	12/01/26
	District 2	Rohi Zacharia	01/06/21	12/01/24
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Balwinder Singh	06/02/21	12/01/24
	District 5	Jose Eduardo Chavez	05/04/22	12/01/26
	District 6	Ramon Lopez-Maciel	01/06/21	12/01/24
Transit Advisory Board	Mayor	Cynthia Ortegon	05/19/21	12/01/24
	District 1	Andrew Albonico	09/02/20	12/01/26
	District 2	Vacant	----	12/01/24
	District 3	Marie Luna	02/20/19	12/01/26
	District 4	Patricia Carreon	09/15/21	12/01/24
	District 5	Otilia Morales	02/20/19	12/01/26
	District 6	Vacant	----	12/01/24

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

Youth Commission	Mayor	Vacant	----	----
	District 1	Vacant	----	----
	District 2	Vacant	----	----
	District 3	Vacant	----	----
	District 4	Vacant	----	----
	District 5	Vacant	----	----
	District 6	Vacant	----	----

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

GENERAL DESCRIPTION OF BOARDS / COMMITTEES / COMMISSIONS

ADA ADVISORY COUNCIL: Four-year term. The ADA Council is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings are held the third Tuesday of each month at 3:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on ADA matters including: promote pedestrian safety and access to all public streets; ensure that all public buildings and facilities, services, programs and activities are in compliance with ADA regulations; promote inclusion of the disabled community in the City's emergency and disaster preparedness plans; develop disability awareness and educational outreach programs; work with the various City of Madera departments to ensure that all public buildings and facilities, remodeled and newly constructed are in compliance with current laws guaranteeing access for all people with disabilities; promote affordable and accessible housing in the community; make recommendations regarding unmet transit needs; and ensure grievance procedures are followed and enforced as described in the ADA bylaws.

AIRPORT ADVISORY COMMISSION: Four-year term. The Commission is composed of seven members. Appointees shall be residents of Madera County, and at least four members shall reside within the City. The commission meets at least quarterly at a date and time selected by the Commission. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Oversee, review, and make recommendations regarding the airport's annual budget for operational and capital improvement purposes, Airport operations and services, master planning and land use.

BEAUTIFICATION COMMITTEE: Four-year term. The Committee is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings of the Committee are held every second Thursday of the month at 5:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on community beautification matters including: develop and formulate programs and projects to enhance the aesthetic appearance of the community; develop an ordinance which will establish landscape standards for new development projects; develop and recommend practices and policies which will enhance and upgrade existing properties; and coordinate periodic community clean up campaigns and encourage public participation therein.

CIVIL SERVICE COMMISSION: Four-year term, with holdovers until new appointment is made. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Commissioners shall not be employed with the City nor shall they be under the direct supervision of any existing Council Member. Meetings, as needed, are usually held on the first Tuesday of each month at 5:00 p.m.

Responsibilities: Certification of eligibility lists for hiring employees in the classified service at regularly scheduled meetings; conducts appeal hearings regarding disciplinary action or alleged violations of Civil Service rules and at the request of the City Council or Administrator; special meetings for hearings are scheduled as needed and may require multiple evenings to complete.

CDBG BLOCK GRANT COMMISSION: The Commission is composed of seven members; each member of the City Council makes a nomination to be considered for appointment by the Mayor. Meets during a weekday evening as required. Serves in an advisory capacity to staff and the City Council on matters pertaining to the use of CDBG funds allocated to the City of Madera to benefit persons of low and moderate income, disabled and elderly persons, minority groups, homeless persons, or persons at risk of homelessness and CDBG-funded activities in eligible Census Tracts where CDBG program activities are proposed. Accepts testimony from City staff and applicants presenting proposals to request CDBG funds. Evaluates proposals and recommends CDBG funding allocations consistent with policies, goals and priorities established by the City's CDBG Consolidated Plan and the Vision Madera 2025 Action Plan. Receives testimony from staff and provides comments about the City's CDBG-funded programs and projects overall annual outcomes and accomplishments. Promotes public participation in the CDBG planning process and any amendments.

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

Golf Course Advisory Committee: The committee consists of a 7-member body and is comprised of the following representatives: City Councilmember serves for Council Term, Parks Director – Continual Term, SGM Representative - Continual Term, Golfer/At-Large Community Member – Two-year Term, Food & Beverage Director/Representative – Continual Term, Non-Golfer/At-Large Community Member – Two-year Term, Service Organization Representative - Two-year Term. This position also has an additional caveat that the service organizations eligible are those that regularly meet at the Course, those being currently the Madera Evening Lions Club and the Morning Rotary Club. These service clubs will rotate representation, with the Madera Evening Lions Club having the initial representative. Should additional service organizations meet at the Course, they would be eligible to be added to the rotation of appointments. The Committee meets on the third Monday of the month at the Madera Municipal Golf Course. Meeting times and location may differ.

Responsibilities: Serve in an advisory capacity to the City Council and staff on local golf course matters including: providing feedback and input on matters related to the golf course operations, improvements, and maintenance; serve as a representative of the local community including golfers, residents, and other stakeholders, to ensure inclusion in decision-making process; serve as a communication channel between the golf course and the community; address and help resolve issues or concerns raised by golfers or community regarding the golf course; offer recommendations for improvements such as upgrades to facilities, landscaping, course layout, or other amenities; provide input on budgetary matters; and contribute to the development of policies and guidelines governing the use and management of the golf course.

LOAN REVIEW COMMITTEE: This committee consists of five members appointed by the City Council comprised of at least three residents of the City of Madera. Members shall possess backgrounds in residential mortgage lending, real estate or the building trades industry. Members do not serve specific terms, nor do they receive compensation/benefits. Meetings of the committee are held as needed to provide for the review of loan and grant applications for first time homebuyer down payment assistance and owner-occupied rehabilitation programs funded by State, Federal and local funds awarded to the City of Madera and from the Successor Agency to the Former Redevelopment Agency. Failure by a Committee member to attend three consecutive meetings shall be deemed an automatic resignation. A significant pattern of absences shall also be considered grounds for removal from the committee. Conflict of interest provisions apply as applicable to committee appointees serving the City of Madera or the Successor Agency to the Former Redevelopment Agency.

PLANNING COMMISSION: Four-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees must reside within the City limits. Meetings are held on the second Tuesday of each month beginning at 6:00 p.m.

Responsibilities: Develop, maintain and amend the General Plan and Specific Plans as deemed appropriate; discretionary approval of development proposals, including subdivisions, use permits, and variances; discuss overall planning for the City, including ordinances, special studies, zoning, subdivisions and signs, with recommendations to the City Council.

TRANSIT ADVISORY BOARD: Four-year term. The Board consists of seven members appointed from a cross section of the community (general public, children, elderly, disabled, students, social service agencies, and minority family). The Board is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Meetings are held quarterly in January, April, July, and September at a time and public place set by the advisory board.

Responsibilities: Recommend to the City Council a five (5) year transit and equipment plan; review, modify transit system proposals.

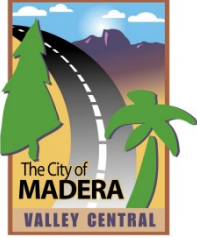
YOUTH COMMISSION: Two-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. The Commission meets on the second Wednesday of each month at 5:00 p.m.

Responsibilities: Serves in an advisory capacity to the City Council about public safety, job opportunities for youth, recreation activities for youth, opportunities for effective participation by youth in governmental process, and

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

changes in city regulations that are necessary to improve the social, economic, educational, recreational advantages, health and well-being of youth.



REPORT TO CITY COUNCIL

Approved by: *Alicia Gonzales*

Alicia Gonzales, City Clerk

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: B-7

SUBJECT:

Appointment of City representative to the Board of Trustees of the Madera County Mosquito and Vector Control District

RECOMMENDATION:

Adopt a Resolution appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an additional two-year term

SUMMARY:

The attached letter was received from the Madera County Mosquito and Vector Control District (District) requesting consideration of appointing Donald Horal to a new term as the City's representative on the District's Board of Trustees. After consideration, Mayor Garcia would like to appoint Mr. Horal to a new term.

The Board of Trustees for the District is comprised of seven members, and the City has one representative on the Board of Trustees. The selected individual must be a registered voter and resident of the City.

Mr. Horal was appointed as the City's representative by the Council on December 15, 2021 for a two-year term. Mr. Horal's current term sunsets on January 1, 2024. Mr. Horal has been serving two-year terms as the City's representative since March 15, 2006 and has expressed an interest in continuing to serve.

FINANCIAL IMPACT:

There is no financial impact to the City of Madera. Board Members receive a monthly stipend of \$100 per month from the District.

ALTERNATIVES:

1. Should the Council not adopt the resolution to appoint Mr. Horal, staff will request that the Council submit a new nomination(s) for action at a future meeting.

ATTACHMENTS:

1. Resolution
2. Letter from Madera County Mosquito and Vector Control District.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPOINTING DONALD HORAL TO THE BOARD OF TRUSTEES OF THE MADERA
COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

WHEREAS, Division 3, Chapter 1, of the California Health and Safety Code (the "Law") sets forth the provisions for the creation and formation of the Madera County Mosquito and Vector Control District, its Board of Trustees, and selection of its members to the Board of Trustees; and

WHEREAS, the Law sets forth appointment and membership requirements, terms of office and removal of trustees to the Madera County Mosquito and Vector Control District; and

WHEREAS, Section 2021(b) of the Law authorizes the governing body of the City of Madera to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the City Council of the City of Madera is the governing body within the electorate of the City of Madera and authorized to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the term of office of the City's current representative on the Board of Trustees of the Madera County Mosquito and Vector Control District expires January 1, 2024; and

WHEREAS, it is the desire and intention of the Madera City Council to appoint Donald Horal as its representative to the Madera County Mosquito and Vector Control District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. Donald Horal is hereby appointed to the Office of Trustee to the Board of Trustees of the Madera County Mosquito and Vector Control District.
3. The term of appointment shall be through January 1, 2026.
4. This resolution is effective immediately upon adoption.

**Madera County Mosquito &
Vector Control District**

District Manager- Teresa Hamilton
3105 Airport Drive
Madera, California 93637
Telephone: (559) 662-8880
Fax: (559) 662-8883
Email: thamilton@maderamosq.com



Board Of Trustees

Jeff Coulthard, District 1
Peter Fry, District 2
Jennifer Peters, District 3
Jay Mahil, District 4
Vacant, District 5
David Bump, City of Madera
Donald Horal, City of Chowchilla

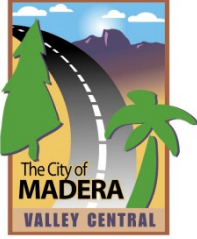
November 29, 2023

Dear Alicia,

The District's Board Member Donald Horal's term representing the City of Madera as Trustee appointed by the City Council is expiring in January 2024. Donald would like to serve another term and has done an excellent job in the past. Please put this on the City Council's Agenda for approval as soon as possible.

Best Regards

*Teresa Hamilton
District Manager*



REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez

Ismael Hernandez, Public Works Operations Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: B-8

SUBJECT:

Exercising Renewal Option with Backflow Solutions, Inc., for Data Management Agreement for Water Backflow Prevention Devices

RECOMMENDATION:

Adopt a Resolution Authorizing Exercising the Option to Renew Existing Agreement for an Additional One-Year Period at Same Pricing Terms as Existing Agreement whereby Backflow Solutions, Inc., will Continue to Perform Notification and Data Management Functions on Behalf of the City Regarding all Backflow Prevention Devices

SUMMARY:

On January 20, 2021, the City entered into a three-year agreement with Backflow Solutions, Inc., (BSI) for notification and data management functions on behalf of the City for backflow prevention devices. The agreement expires on March 1, 2024, but contains an option that the City may exercise to renew the agreement for up to two additional one-year periods at the same pricing term if the City exercises the option "not less than 30 days prior to the expiration of the initial Term or any Renewal Term." In order to maintain the same annual price under the current agreement, the City must exercise the option to renew for one additional year no later than January 31, 2024.

DISCUSSION:

The City, pursuant to State guidelines as the local water provider, is required to record backflow prevention device (BPD) data that is provided to the State. A BPD is a device that protects the City's water supply from backflow, i.e., unintended backwards flow of water that introduces contaminants into the City's drinking water supply. BPDs are typically located on private property and must be tested annually by a third party. Although the City does not inspect BPDs, the City is required to collect and report data to the State.

Under the existing agreement, BSI:

1. Maintains a website where testers can input data and pay the processing fee.
2. Provides up to two notices to water customers who have BDPs notifying them that their device is due for testing.
3. Submits data to the state on behalf of the City.

The agreement contains an option for the City to elect to renew the existing agreement for up to two additional one-year renewal period at the same annual pricing so long as the City exercises this option not less than 30 days prior to the expiration of either the initial term or a renewal term. In order to maintain the current annual price, the City must exercise the option to renew the agreement for one additional year no later than January 31, 2024. If the City elects to renew for one additional year, this will permit a second election a year from now to renew for a second one-year period at current pricing.

The annual subscription agreement is currently a fixed annual cost of \$495, as it has been for the last three years. Under this agreement, BSI assumes the responsibility and costs associated with preparing and mailing notifications to customers. These notifications are crucial to ensure compliance and safety standards regarding backflow prevention devices within our community. In the past three years, BSI has issued 2,933 letters on the City's behalf, which would have cost the City \$1935.78 for first-class mail at today's postage rates. If a customer remains inattentive or non-responsive after the initial and subsequent notifications (typically reaching the second notice stage), City staff undertakes follow-up measures by calling the customer, twice if needed, maintaining a call log of such calls. If the customer remains unresponsive, then Staff issues a letter to the customer advising them to have the test completed as soon as possible. If there is still no response from the customer, Staff issues another letter with Return Receipt to inform the customer that their water will be shut off if they do not upload the certificate of testing within ten days.

Additionally, BSI maintains customer service support teams for water customers, provides customers with an updated list of backflow testing companies in the region, and confirms that the testing companies are properly credentialed with the State. BSI confirmed that the cost to the customer will remain \$14.95 if the City exercises the option to renew the subscription agreement for another year. In speaking with Staff, there have been no complaints from customers regarding the service or related issues during the past three years while under contract with BSI.

FINANCIAL IMPACT:

The investment in this subscription serves as a strategic measure to optimize our operations. The annual subscription cost of \$495 from the Water Enterprise Fund is offset by savings. Historically, the City expended considerable resources on traditional mailings and allocated personnel hours to manage these tasks. Furthermore, the automation and efficiency this tool offers are projected to reduce staff workload and improve the customer experience.

It is noted that users are separately charged at the time of certification submission through BSI. As outlined in the report presented to Council on January 20, 2021, customers have been subject to the following charges over the last three years:

- Year 1: \$12.95
- Year 2: \$13.95
- Year 3: \$14.95

As mentioned above, if the City elects to renew the agreement for another one-year period, the cost to the customer will remain \$14.95.

ALTERNATIVES:

In considering options, the Council may explore the following alternatives:

1. Elect not to renew the agreement for an additional year and seek a new vendor for these services. This option involves the exploration of potential new vendors for the backflow prevention device services. It offers an opportunity to evaluate different service providers, potentially considering factors such as pricing, service quality, and technological advancements. This approach could present the City with alternatives that might better align with our evolving needs.
2. Elect not to contract for these services and direct that staff provide these services. Another feasible alternative involves internalizing the provision of these services. This would entail directing staff to manage and oversee the backflow prevention device services internally. While this option will necessitate additional training and resource allocation to ensure compliance and effectiveness.

ATTACHMENTS:

1. Resolution
2. Subscription Agreement between the City of Madera and Backflow Solutions, Inc.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE EXERCISING OF THE OPTION TO RENEW
FOR AN ADDITIONAL ONE-YEAR PERIOD THE EXISTING AGREEMENT FOR
SERVICES BETWEEN THE CITY OF MADERA AND BACKFLOW SOLUTIONS,
INC. FOR NOTIFICATION AND DATA MANAGEMENT FUNCTIONS ON
BEHALF OF THE CITY REGARDING ALL BACKFLOW PREVENTION DEVICES**

WHEREAS, On January 20, 2021, the City entered into a three-year agreement with Backflow Solutions, Inc., (BSI) for notification and data management functions on behalf of the City for backflow prevention devices; and

WHEREAS, the agreement will expire on March 1, 2024; and

WHEREAS, the agreement contains an option that the City may exercise to renew the agreement for up to two additional one-year periods at the same pricing term if the City exercises the option no later than January 31, 2024; and

WHEREAS, the City desires to maintain the same annual price under the current agreement for an additional one-year period; and

WHEREAS, the total cost of the additional one-year period will be \$495.00.

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

1. The above recitals are true and correct.
2. The City Council approves exercising the option to renew the agreement with BSI for an additional one-year period.
3. A copy of the subscription agreement between the City of Madera and Backflow Solutions, Inc., is attached.
4. The resolution is effective immediately upon adoption.

* * * * *



Exhibit A

SUBSCRIPTION AGREEMENT

Effective this __20th__ day of __January__, 2021__, Backflow Solutions, Inc., an Illinois corporation ("BSI") and the City of Madera, California (the "City") hereby enter into an online subscription agreement whereby BSI will perform certain notification and data management functions on behalf of the City. The City will provide BSI with the information described hereafter and require that all companies that perform mandated backflow assemblies tests within the City be directed to the BSI website to enter the result of each Backflow Test performed within the City Jurisdiction.

1. **BSI Responsibilities.** In addition to any other responsibilities set forth elsewhere in this agreement, BSI shall, through the use of its proprietary software, BSI Online.

a. Maintain the secure Online Database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to Backflow Tests, they conduct within the water authorities' jurisdiction.

b. Send up to two (2) notices to water customers that have Assemblies, advising them that their Assembly is due for testing. The "Test Due Notice" shall be mailed approximately 30 days prior to the scheduled test date. The second notice (the "Overdue Notice") shall be sent after the Test Date has passed if Backflow Test results have not been entered to the Online Data Base. The Overdue Notice will advise the water customer of its delinquent test status. BSI shall immediately transmit an electronic copy of each Test Report to the Municipality. To facilitate the testing procedure, the Test Due Notice will include the identity of the water customer's last Tester of record, together with all relevant contact information, provided that information is available to BSI. At the time, the Test Due Notice is mailed to the water customer, BSI will also transmit a notice to the last Tester of record advising that Tester that the water customer's assembly is due to be tested. The Tester Notification is designed to increase test compliance, thereby reducing enforcement costs incurred by the City.

c. Provide the Scope of Services set forth in Attachment A to this Agreement.

2. **Contract Term:** The Initial Term of this Agreement shall be one year commencing on __1st__ day of __February__, 2021 ("Effective Date") and ending __1st day __ of __March__, 2024. At its sole option, City may renew this Agreement for up to two additional one-year Renewal Terms upon the same pricing terms described herein by giving written notice of City's election to exercise any renewal option to Contractor not less than thirty days prior to the expiration of the Initial Term or any Renewal Term.

3. **Inducement.** The City acknowledges and agrees that in order to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the Online Data Base the Data Entry Charge of \$12.95 per report shall be paid by the tester prior to uploading the test data to the Online Data Base for the initial.

i. Year 2: The per report submission shall be \$13.95

ii. Year 3: The per report submission increases to \$14.95

4. **Cost.** Municipality shall pay BSI the sum of \$495.00 per calendar year as the annual "Subscription Fee".

5. **Termination.** If you wish to discontinue services provided by BSI, we require 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,
An Illinois corporation

City of Madera
a body politic and corporate

By: _____

By: _____

Name: Melissa Joyce

Name: Santos Garcia

Title: Director of Sales

Title: Mayor

Address:

Address:

12609 South Laramie Ave

205 W 4th st.

Alsip, Illinois 60803

Madera, CA, 93637

ATTEST:

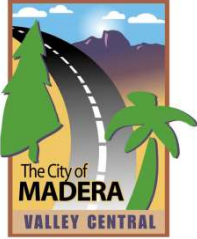
By: _____

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____

Hilda Cantu Montoy, City Attorney



REPORT TO CITY COUNCIL

Approved by

Keith Helmuth, P. E., Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: C-1

SUBJECT:

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

RECOMMENDATION:

Adopt a Resolution Approving Annexation No. 2022-06 for annexation of APN 003-240-015 (Sherwood Apartments); APN(s) 012-026-001 & 012-402-006 (Grove Gardens); APN(s) 003-093-006 & 003-093-008 (Bellava Apartments); APN(s) 009-350-024, 009-350-025, 009-350-026 & 009-350-029 (Cal-Pacific Supply), APN 009-330-011 (Madera Industrial WHSE), APN(s) 011-143-006, 011-143-007, & 011-143-008 (Sugar Pine Village), and APN 010-132-001 (Naz Sixplex) into Zone of Benefit 51; Confirming the Diagram and Assessment for LMD Zone of Benefit 51 for Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

SUMMARY:

This public hearing is for the purpose of annexing various properties into the LMD Zone of Benefit 51 for Annexation 2023-06. The annexations relate to the following projects:

- Sherwood Apartments - On November 12, 2019, the City approved Precise Plan 2019-07.
- Grove Gardens - On May 12, 2020, the City approved General Plan Amendment 2020-02, Rezone 2020-01, Precise Plan 2020-03, and Variance 2020-02.
- Bellava Apartments - On October 8, 2019, the City approved Rezone 2019-04 and Precise Plan 2019-04.
- Cal-Pacific Supply - On February 9, 2021, the City approved Site Plan Review 2020-16.
- Madera Industrial WHSE - On August 10, 2021, the City approved Site Plan Review 2021-24.
- Sugar Pine Village – On January 8, 2019, the City approved Precise Plan 2018-07.
- Naz Sixplex – On November 12, 2019, the City approved Site Plan Review 2019-24 and Variance 2019-06.

DISCUSSION:

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

LMD Zone 51 is the citywide area responsible for the maintenance of landscaped areas at various locations across the city. A project location map can be found in the Zone Location Map included in Attachment 1. City staff requests City Council (Council) accept the covenants for each of the subject properties attached to each resolution which have been signed and notarized by the respective property owners.

FINANCIAL IMPACT:

Properties will be responsible for participating in the cost of maintaining existing and proposed landscaping within the subject zone. As such, there are no financial impacts to the General Fund so long as assessments are adjusted in a timely manner. Although the covenants contain provisions for a CPI plus 2% to ensure adequate levies are provided, the City does not intend to implement those provisions at this time. The amount of each assessment is as follows:

<i>Property</i>	<i>Assessor's Parcel #</i>	<i>Annual Assessment per Parcel</i>	<i>Annual Assessment per Dwelling Unit ¹</i>
Sherwood Apartments	003-240-015	\$98.56	\$6. 16 (16 units)
Grove Gardens	012-026-001	\$42.00	\$3. 50 (12 units)
Grove Gardens	012-402-006	\$162.54	\$9. 03 (18 units)
Bellava Apartments	003-093-006	\$9. 92	\$1. 24 (8 units)
Bellava Apartments	003-093-008	\$0.00	\$0. 00 (No Units)
Cal-Pacific Supply	009-350-024	\$76.48	N/A
Cal-Pacific Supply	009-350-025	\$76.48	N/A
Cal-Pacific Supply	009-350-026	\$76.48	N/A
Cal-Pacific Supply	009-350-029	\$344.42	N/A
Madera Industrial Whse	009-330-011	\$870.00	N/A
Sugar Pine Village	011-143-006	\$42.00	\$3. 50 (12 Units)
Sugar Pine Village	011-143-007	\$98.00	\$3. 50 (28 Units)
Sugar Pine Village	011-143-008	\$42.00	\$3.50 (12 Units)
Naz Sixplex	010-132-001	\$15.86	N/A

¹ Assessment per dwelling unit only applies when there is a residential unit on the parcel being assessed

ALTERNATIVES:

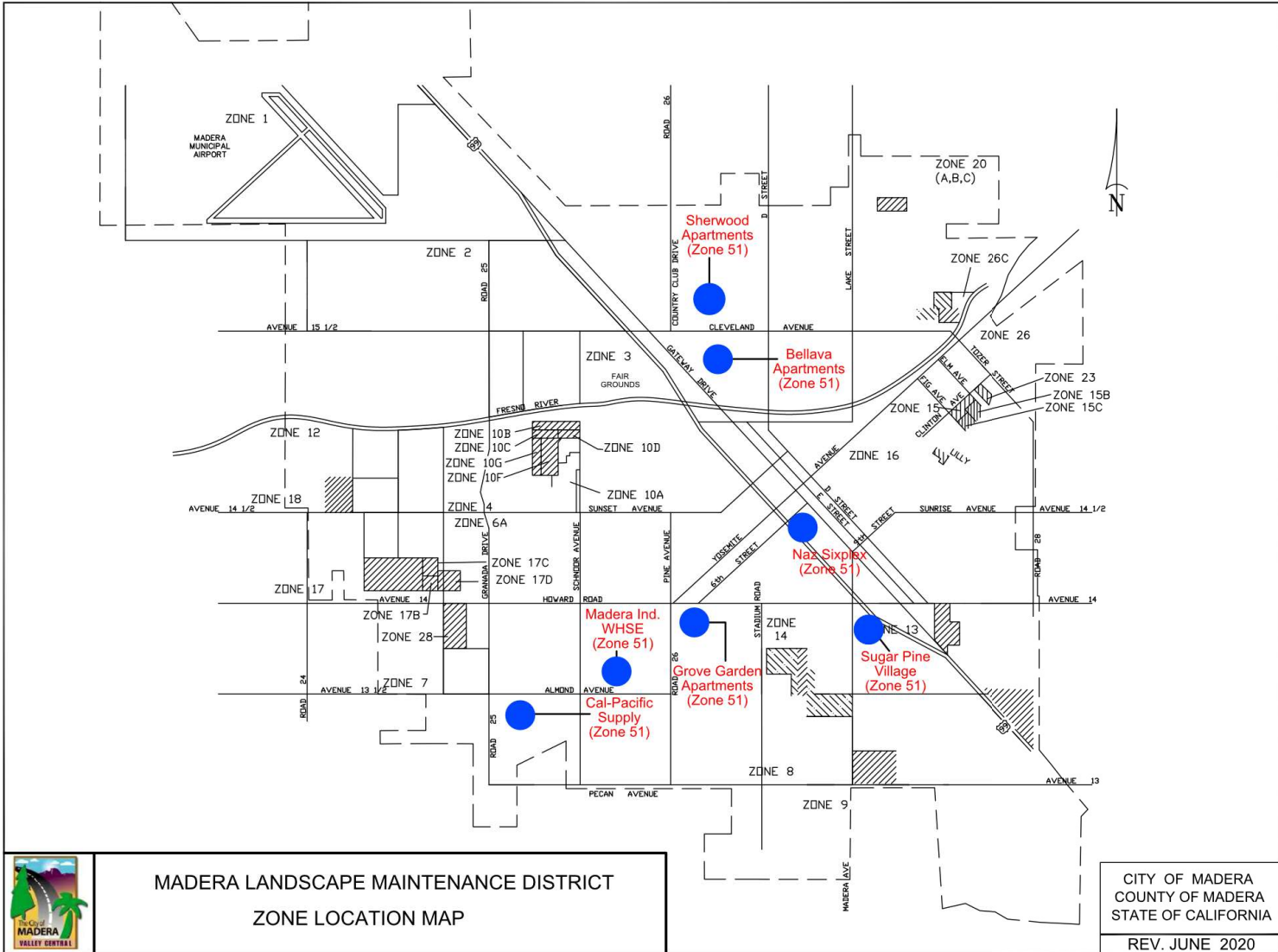
If Council does not accept the annexation of the parcels into the existing LMD zone, the goal of spreading costs to as many eligible parcels as possible will be negatively impacted in that some parcel will continue to absorb a larger cost of maintenance than others that may not participate in the sharing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

ATTACHMENTS:

1. Zone Location Map
2. Resolution – Approving Annexation, Confirmation of the Diagram, and Assessments for Zone of Benefit 51
 - Exhibit A – Legal Descriptions
 - Exhibit B – Assessment Diagrams
 - Exhibit C – Assessment Amounts
 - Exhibit D – Landscape Maintenance Covenant, Sherwood Apartments
 - Exhibit A – Legal Description
 - Exhibit E – Landscape Maintenance Covenant, Grove Gardens
 - Exhibit A – Legal Description
 - Exhibit F – Landscape Maintenance Covenant, Bellava Apartments
 - Exhibit A – Legal Description
 - Exhibit G – Landscape Maintenance Covenant, Cal-Pacific Supply
 - Exhibit A – Legal Description
 - Exhibit H – Landscape Maintenance Covenant, Madera Industrial WHSE
 - Exhibit A – Legal Description
 - Exhibit I – Landscape Maintenance Covenant, Sugar Pine Village
 - Exhibit A – Legal Description
 - Exhibit J – Landscape Maintenance Covenant, Naz Sixplex
 - Exhibit A – Legal Description

Attachment 1

Zone Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT
 ZONE LOCATION MAP



CITY OF MADERA
 COUNTY OF MADERA
 STATE OF CALIFORNIA
 REV. JUNE 2020

Attachment 2

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

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2022-06 OF APN(S) 003-240-015 (SHERWOOD APARTMENTS); 012-026-001 & 012-402-006 (GROVE GARDENS); 003-093-006 & 003-093-008 (BELLAVA APARTMENTS); 009-350-024, 009-350-025, 009-350-026, & 009-350-029 (CAL-PACIFIC SUPPLY); 009-330-001 (MADERA INDUSTRIAL WHSE); APN(S) 011-143-006, 011-143-007, & 011-143-008 (SUGAR PINE VILLAGE); AND APN 010-132-001 (NAZ SIXPLEX) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAMS AND ASSESSMENTS FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2024/25; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

WHEREAS, the recommended assessments for FY 2024/25 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 51 of said District consisting of Sherwood Apartments, Grove Gardens, Bellava Apartments, Cal-Pacific Supply, Madera Industrial WHSE, Sugar Pine Village, and Naz Sixplex, as described in Exhibit “A” attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer’s Report, or both; and

WHEREAS, the Resolution of Intention set the public hearing on the annual assessments for December 20, 2023, at 6:00 p. m. in the City Council Chambers of the City of Madera; and

WHEREAS, on December 20, 2023, in the City Council Chambers at 205 W. 4th Street, the City Council held a public hearing regarding the levy of the annual assessments and heard and received all objections and protests to the assessments and other testimony; and

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

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

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

1. The above recitals are true and correct.
2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagrammed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City of Madera Landscape Maintenance District as Zone of Benefit 51 for the maintenance and servicing of landscaping facilities.
3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2024/25 for the same, as identified in Exhibits "A," "B" and "C", which are all attached to this resolution.
4. The City Council accepts the Covenants for Landscape Maintenance District Zone of Benefit 51 attached to this resolution as Exhibits "D" through "J" and incorporated by reference. The City Engineer, or designee, is authorized to update the Covenant with Madera Industrial Whse to reflect that the annual assessment per parcel is \$870.00 per year rather than \$870 per dwelling unit.
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. The City Engineer and City Clerk are collectively authorized to make any clerical corrections to this resolution and related documents.
7. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Legal Descriptions – Zone 51

Legal Description (Sherwood Apartments)

APN: 003-240-015

All that certain Real Property located in the County of Madera, State of California, described as follows:

Parcel A: That portion of Lot 67 of Miller and Lux Subdivision of Lands in Madera County, California, according to the Map thereof recorded in Book 9 at Page 32 of Maps described as follows:

Beginning at the Southeast corner of said Lot 67, thence Northerly a distance of 233.345 feet along and on the Easterly line of said Lot 67 to a point; thence Westerly a distance of 466.69 feet along and on a line parallel to the Northerly line of said Lot 67 to a point; thence Southerly along on a line parallel to the Easterly line of said Lot 67, a distance of 233.345 feet; Thence Easterly along and on a line lying parallel to the Northerly line of said Lot 67, a distance of 466.69 feet to the point of beginning; said parcel being approximately the South half of said Lot 67.

EXCEPTING THEREFROM that portion lying Westerly of the following described line:

Beginning at a point on the South line of said Lot 67 distant thereon Westerly 266.67 feet from the Southeast corner of said lot; running thence Northerly and parallel with the Easterly line of said lot, a distance of 233.345 feet to a point, thence Westerly and parallel with the Northerly line of said lot, a distance of 100.0 feet to a point; thence Southerly and parallel with the Easterly line of said lot, a distance of 233.345 feet to a point; thence Easterly and parallel with the Northerly line of said lot, a distance of 100 feet to the point of beginning.

Parcel B: An easement for ingress and egress from, over and across said property over a strip of land described as being 20 feet in width, the center line of which is described as beginning on the point of intersection to the Easterly line of said Lot 67 with the center line running East and West through said Lot 67; thence from said point of beginning along and on said center line Westerly to the point of intersection with the Westerly line of said Lot 67.

EXCEPTING THEREFROM any portion lying within Parcel A described above.

Legal Description (Grove Gardens)

APN(s): 012-026-001 & 012-402-006

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

PARCEL 1: APN 012-026-001

ALL OF LOTS ONE (1), TWO (2) AND THREE (3), EXCEPT THE EASTERLY 75 FEET THEREOF, AND ALL OF LOTS FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), AND ELEVEN (11); IN BLOCK TEN (10) OF PARK ADDITION TO MADERA, ACCORDING TO MAP ENTITLED "PARK ADDITION TO MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, APRIL 27, 1893, AND RECORDED NO. 284.

PARCEL 2: APN 012-402-006

PARCEL 3 OF PARCEL MAP NO. 99-P-01, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED MAY 28, 1999 IN VOLUME 47 OF MAPS, AT PAGES 121 AND 122, MADERA COUNTY RECORDS.

Legal Description (Bellava Apartments)

APN: 003-093-006 & 003-093-008

The following described property:

All that certain Real Property located in the County of Madera, State of California, described as follows:

The land referred to herein below is situated in the City of Madera, County of Madera, State of California and is described as follows:

Lot 42 of Mace Addition to the Town, now City of Madera, according to the map entitled, "Plat of Mace's Addition to Madera," filed and recorded in the Office of the County Recorder of the County of Fresno, State of California, June 29, 1892 and recorded No. 11.

Assessor's Parcel No: 003-093-006

The land described herein is situated in the State of California, County of Madera, City of Madera, described as follows:

The West 1/2 of the South 136 feet, more or less of Lot "A" of La Nueva Addition to the City of Madera, according to the map entitled, "Map of La Nueva Addition", filed and recorded in the office of the County Recorder of the County of Madera, State of California, March 8, 1927 in Vol. 5 of Maps at Page 26.

Assessor's Parcel No: 003-093-008-000

Legal Description (Cal-Pacific Supply)

APN: 009-035-024, 009-350-025, 009-350-026, 009-350-029

Real property in the City of Madera, County of Madera, State of California, described as follows:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

PARCELS 3, 4, AND 5 OF PARCEL MAP NO. 91-P-12, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 39 OF MAPS, AT PAGES 85 AND 86, MADERA COUNTY RECORDS.

TOGETHER WITH PARCEL 6 OF SAID PARCEL MAP, EXCEPTING THEREFROM THE EAST 75.00 FEET THEREOF.

RESULTING IN ONE PARCEL.

CONTAININ 8.55 ACRES, MORE OR LESS.

APN: 009-350-024-000, 009-350-025-000, 009-350-026-000, & 009-350-029-000

Legal Description (Madera Industrial WHSE)

APN: 009-330-011

The land referred to herein is situated in the State of California, County of Madera, City of Madera and described as follows:

APN: 009-330-011

Lots 13 and 14 of Midvale Colony, in the City of Madera, County of Madera, State of California, according to the map thereof recorded April 8, 1909, in Book 2, Page 18 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom the South 675.0 feet of Lots 13 and 14, including the 30-foot road on the South, according to the map of said Midvale Colony referred to above.

Also excepting therefrom that portion conveyed to the City of Madera, a municipal corporation in deed recorded July 12, 2004, as Instrument No. 2004029511 and re-recorded January 7, 2005, as Instrument No. 2005000957, both of Official Records.

Also excepting therefrom one-half of all oil, gas, and minerals in and under said land, as reserved by California Lands, Inc., a corporation, in Deed recorded January 26, 1935, in Book 168, Page 112 and as modified by Quitclaim Deed recorded March 9, 1953, in Book 567, Page 582, both of Official Records.

(End of Legal Description)

Legal Description (Sugar Pine Village)

LEGAL DESCRIPTION

The land referred to is situated in the County of Madera, City of Madera, State of California, and is described as follows:

Parcel 1:

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point which bears South 88° 27' 46" East 330 feet and South 0° 22' 09" East 485.15 feet from the Northwest corner of said section 30, said point being the most Southwesterly corner of a parcel of land described in the Deed to State of California from Pietro Piraino, et ux, recorded February 28, 1956 in Book 662, Page 91, of Official Records; thence following the Southerly line of said parcel described in said Deed, South 88° 27' 46" East 20 feet; North 0° 22' 09" East 258.68 feet; South 58° 41' 03" East 270.27 feet; and South 55° 30' 32" East 153.93 feet to a point on the West line of the land described in the Deed to Giovanni Beccaris, et ux recorded May 3, 1943, in Book 229, Page 478, of Official Records; thence along the West line of said land described in said Deed to Giovanni Beccaris, et ux South 0° 21' West 165.62 feet, more or less, to a point which is South 0° 21' West 610 feet from the North line of said Section 30; thence Westerly and parallel to said North line of Section 30, a distance of 379.5 feet; thence North 0° 22' 09" East 124.85 feet, more or less, to the point of beginning.

Parcel 2:

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, bounded and described as follows: Beginning at a point which bears South 0° 14' East 444.48 feet from a point on the North line of said Section 30 which bears South 89° 05' East 709.5 feet from the Northwest corner of said section, said point of beginning being also the Southwesterly corner of parcel of land described in the Deed to State of California, recorded April 25, 1956, in Book 668, Page 11, of Official Records; thence South 0° 14' East 240.52 feet more or less to the Southwest corner of the land described in the Deed to Giovanni Beccaris, et ux, recorded May 3, 1943, in Book 299, Page 478, of Official Records; thence along the South line of the land described in the last above-mentioned deed, North 89° 05' East 310.2 feet, more or less, to the Southeast corner of said land; thence along the East line thereof, North 0° 14' West 36.01 feet, more or less, to the most Southerly corner of the parcel of land described in the above-mentioned deed to State of California; thence along the Southwesterly line thereof, North 54° 15' West 74.08 feet and North 55° 30' 32" West 301.18 feet to the point of beginning.

Parcel 3:

That portion of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Southwest corner of the land described in the deed to the State of California recorded October 31, 1955, in Book 653, Page 62, of Official Records, said Southwest corner bears South $88^{\circ} 27' 46''$ East 1018. 86 feet and south $0^{\circ} 21' 00''$ West 685. 14 feet from the Northwest corner of said section; thence (1) along the South line of the land described in said deed, South $88^{\circ} 27' 46''$ East 50. 96 feet; thence (2) along a line parallel with and 80 feet Southwesterly, measured at right angles from the centerline of the Department of Public Works Survey from 0.5-mile South to 1. 5 mile North of Madera, Road VI-MAD-4-A, North $54^{\circ} 15' 00''$ West 62. 51 feet to the West line of the land described in said deed; thence (3) along said West line, South $0^{\circ} 21' 00''$ West 35. 15 feet to the point of beginning.

Except therefrom all minerals, oils, gases, and other hydrocarbon substances by whatsoever name known that may be within or under the parcel of land hereinabove described without, however, the right to drill, dig or mine through the surface thereof, as reserved by the State of California by Director's Deed recorded September 6, 1963, Instrument No. 12819, in Book 878, Page 93, of Official Records.

Parcel 4:

That portion of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Commencing for reference at the Northwest corner of said section; thence (1) along the North line of said section, South $88^{\circ} 27' 46''$ East 330. 00 feet to the West line of the land conveyed to Pietro Piraino, et ux, by deed recorded February 18, 1947, in Book 396, Page 274, of Official Records; thence (2) along said West line, South $00^{\circ} 22' 09''$ West 214. 89 feet to the true point of beginning; thence (3) continuing along said West line, South $00^{\circ} 22' 09''$ West 270. 26 feet; thence (4) South $88^{\circ} 27' 46''$ East 20. 00 feet to a line parallel with course 3 hereabove described; thence (5) along said parallel line North $00^{\circ} 22' 09''$ East, 258. 68 feet to the line described as course 6 in the deed to the State of California recorded February 28, 1956, in Book 662, Page 91, Madera County Official records; thence (6) along the Northwesterly prolongation of said course 6, North $58^{\circ} 41' 03''$ West 23. 32 feet to the true point of beginning.

APN: 011-143-006, 011-143-007 and 011-143-008

Legal Description (Naz Sixplex)

The land referred to is situated in the County of Madera, City of Madera, State of California, and is described as follows:

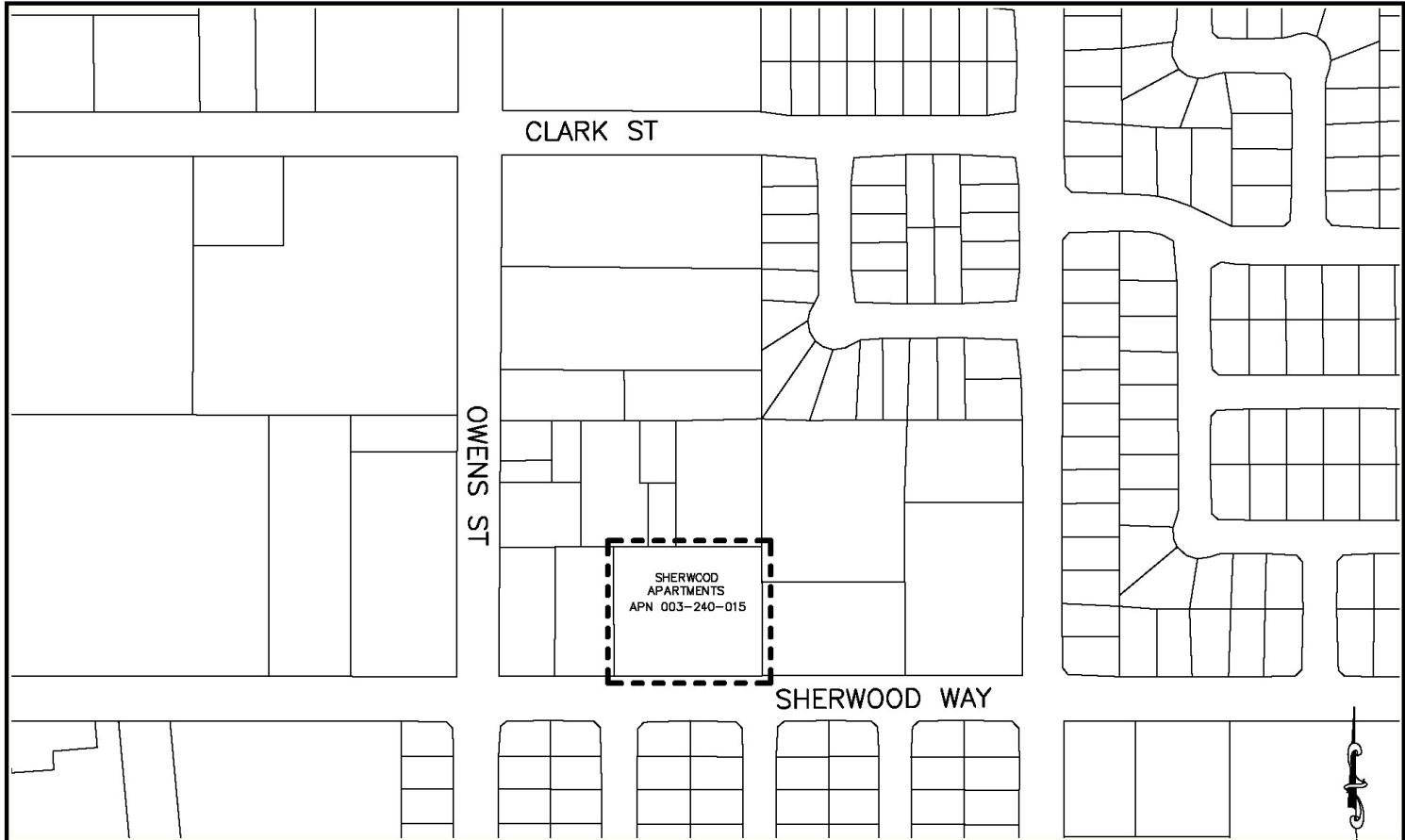
All that Real Estate in Madera County, California, described as follows, to-wit:

Lots 30, 31 and 32 in Blk. 13 of Hughes Addition to the Town, now City of Madera, according to map entitled, "Map of Lankershim Colony and Addition to the Town of Madera, & c.". filed and recorded in the Office of the County Recorder of the County of Fresno, State of California, February 5, 1889, in Volume 4 of Maps, at Page 31.

APN: 010-132-001

Exhibit B

Assessment Diagrams – Zone 51



CLARK ST

OWENS ST

SHERWOOD WAY

SHERWOOD APARTMENTS
APN 003-240-015

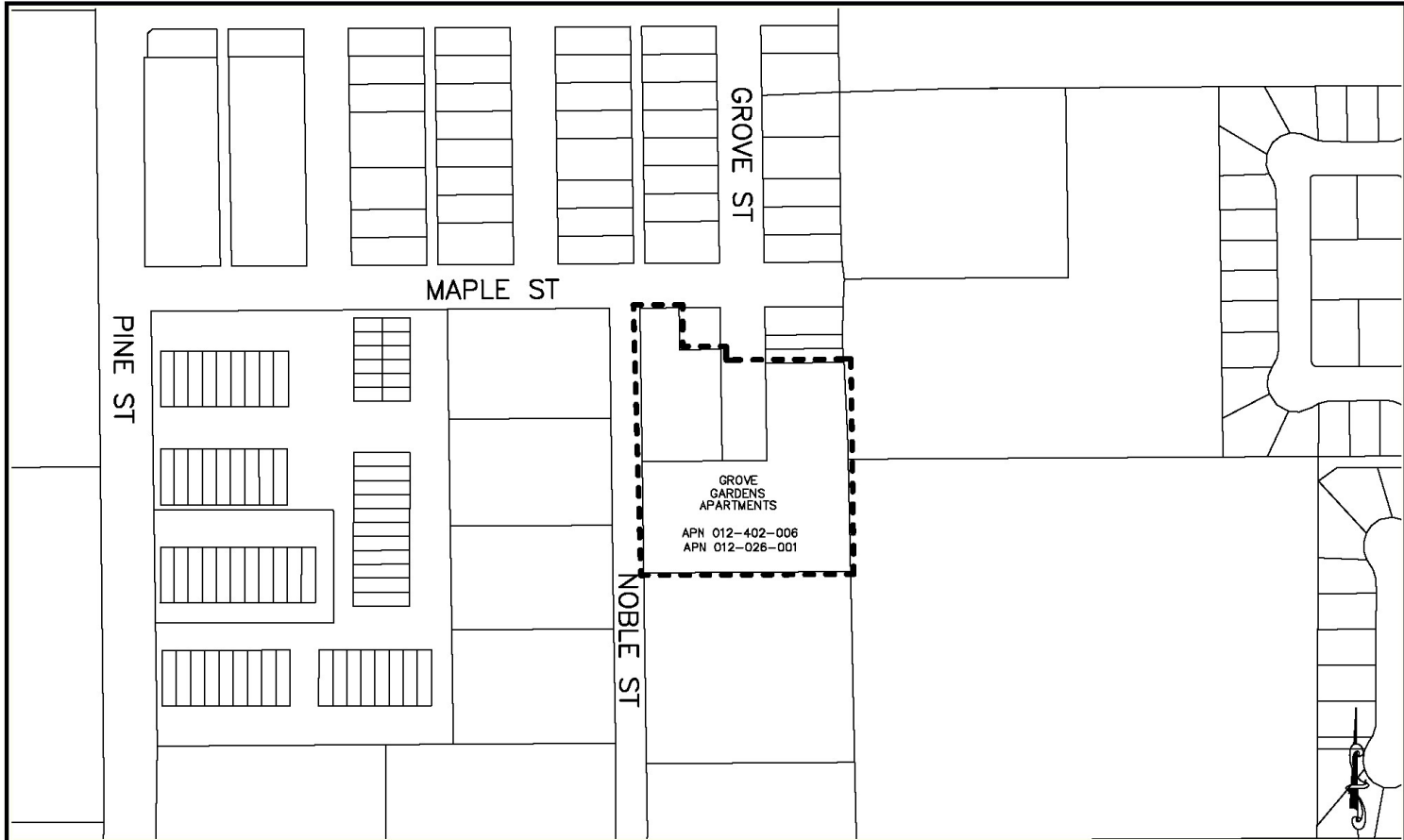
LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL NUMBER



ASSESSMENT DIAGRAM
INCLUSION OF SHERWOOD APARTMENTS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SHERWOOD APARTMENTS
REV. JULY 2022

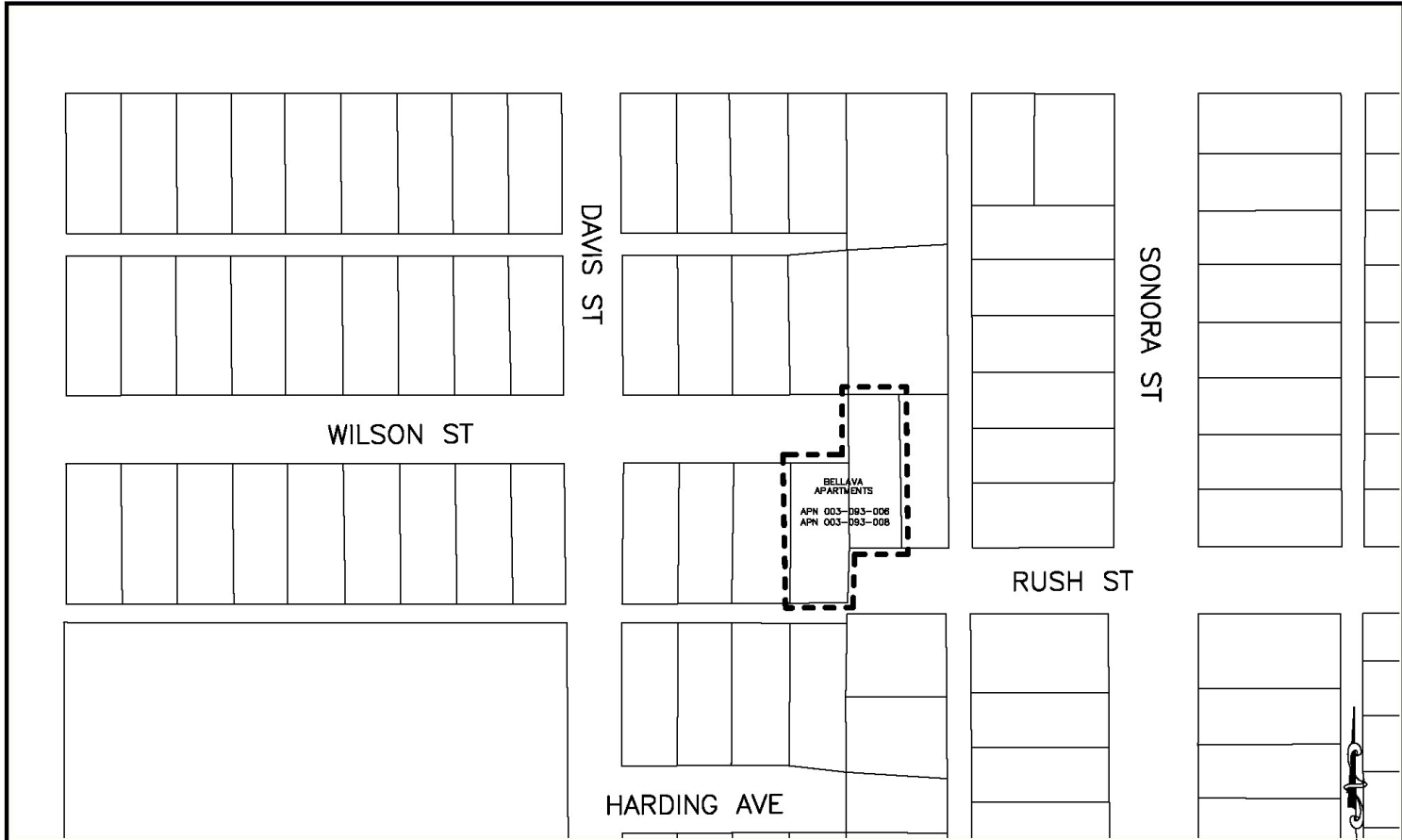


ASSESSMENT DIAGRAM
 INCLUSION OF GROVE GARDEN APARTMENTS
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

- LEGEND**
- PARCEL LOT BOUNDARY.
 - - - ASSESSOR'S BOUNDARY
 - 1 SUBDIVISION PARCEL NUMBER

NTS

CITY OF MADERA
 GROVE GARDEN
 APARTMENTS
 REV. JULY 2022



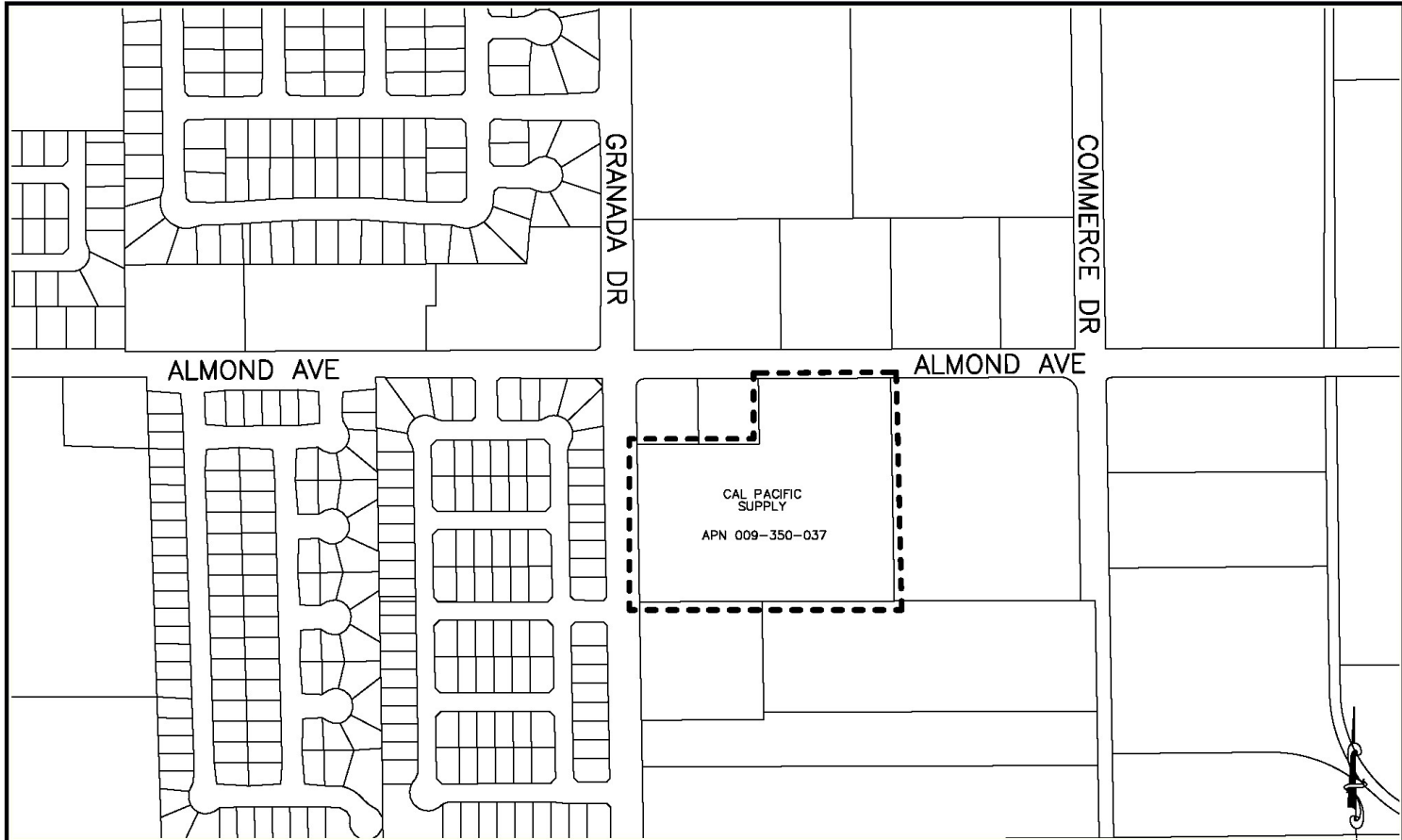
BELLAVA APARTMENTS
 APN 003-083-008
 APN 003-083-008

LEGEND
 _____ PARCEL LOT BOUNDARY.
 - - - - - ASSESSOR'S BOUNDARY
 1 SUBDIVISION PARCEL NUMBER

NTS

ASSESSMENT DIAGRAM
 INCLUSION OF BELLAVA APARTMENTS
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
 BELLAVA APARTMENTS
 REV. JULY 2022

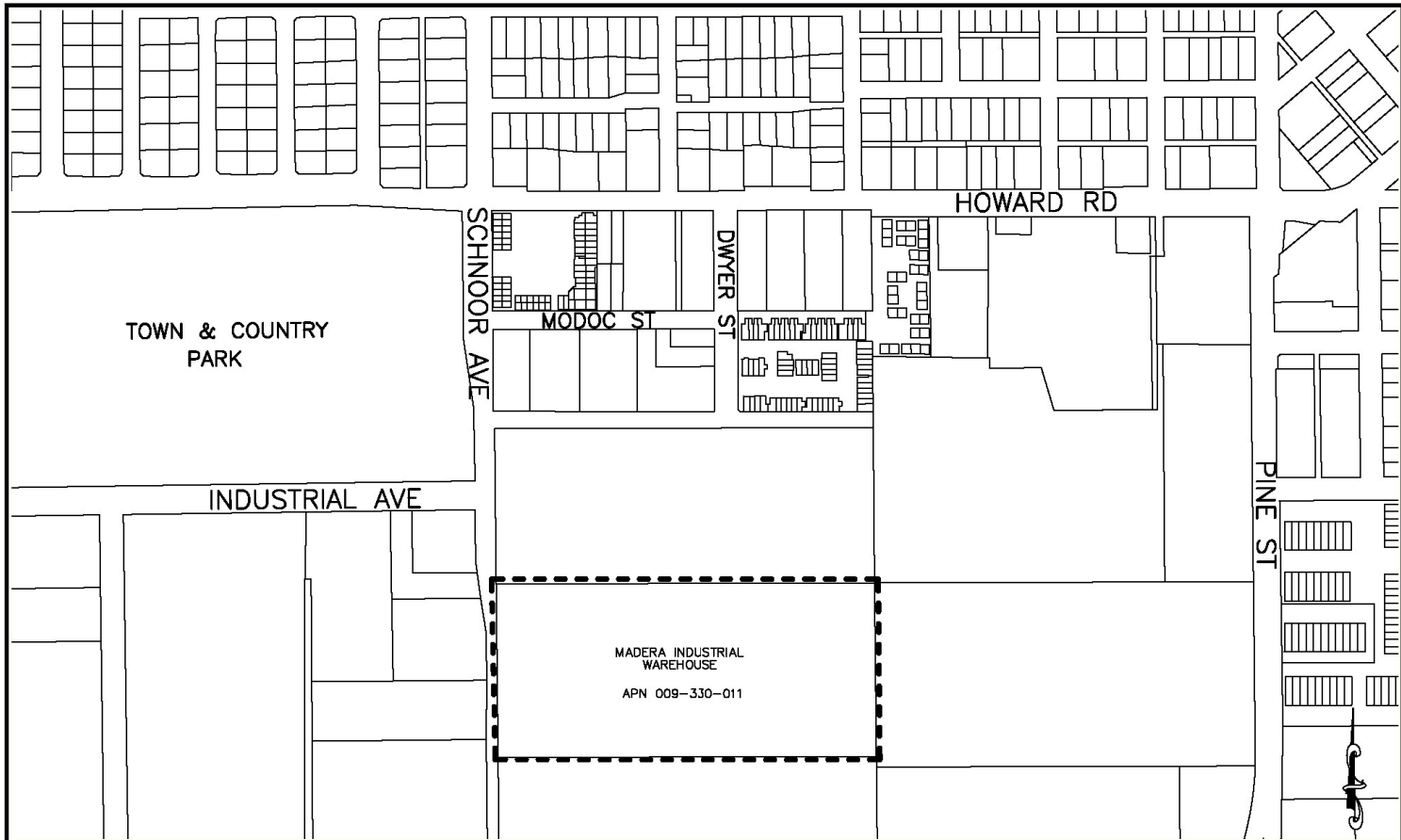


ASSESSMENT DIAGRAM
 INCLUSION OF CAL PACIFIC SUPPLY
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

- LEGEND**
- PARCEL LOT BOUNDARY.
 - - - ASSESSOR'S BOUNDARY
 - 1 SUBDIVISION PARCEL NUMBER

NTS

CITY OF MADERA
CAL PACIFIC SUPPLY
REV. JULY 2022



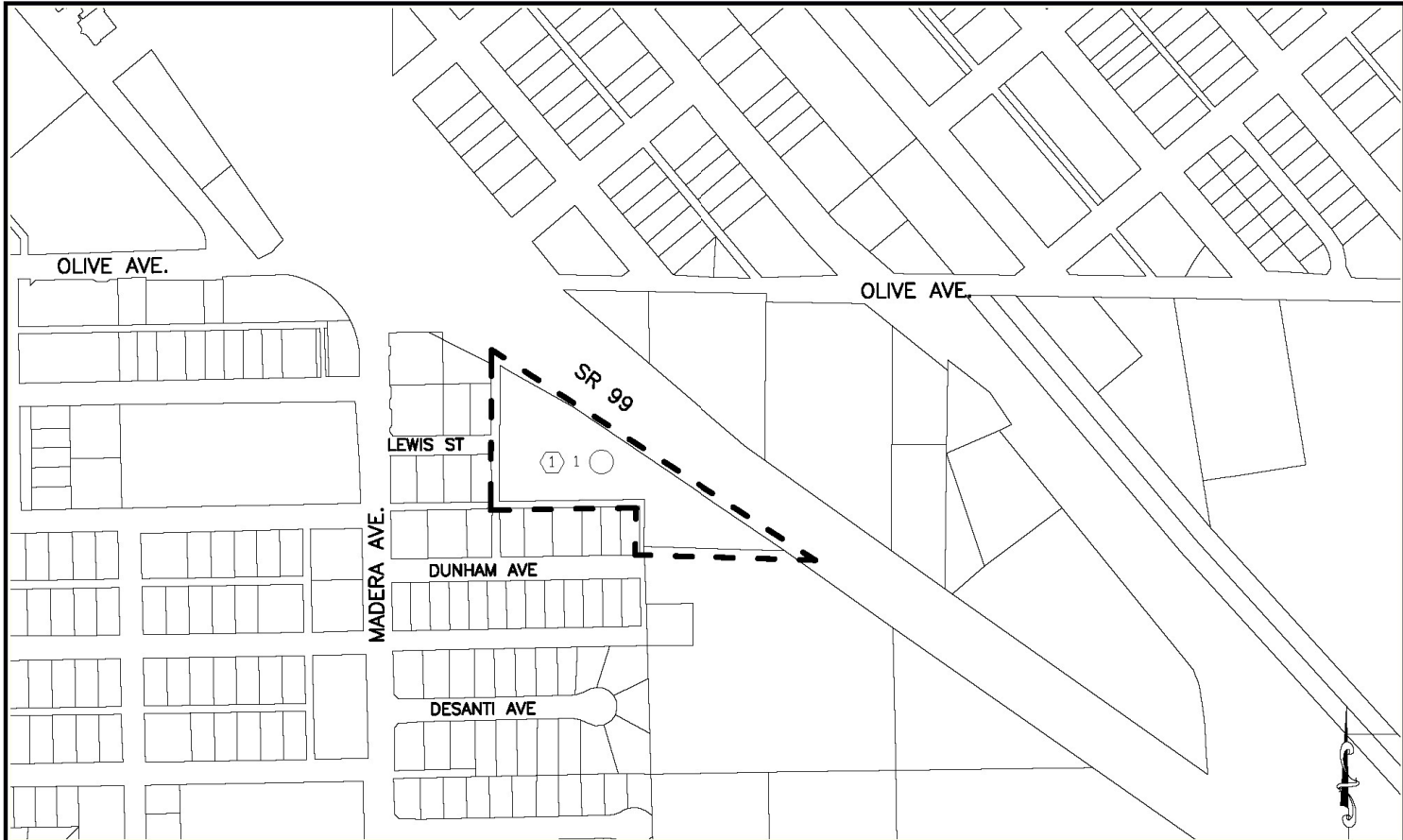
ASSESSMENT DIAGRAM
 INCLUSION OF MADERA INDUSTRIAL WAREHOUSE
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL NUMBER

NTS

CITY OF MADERA
MADERA INDUSTRIAL WAREHOUSE
REV. JULY 2022



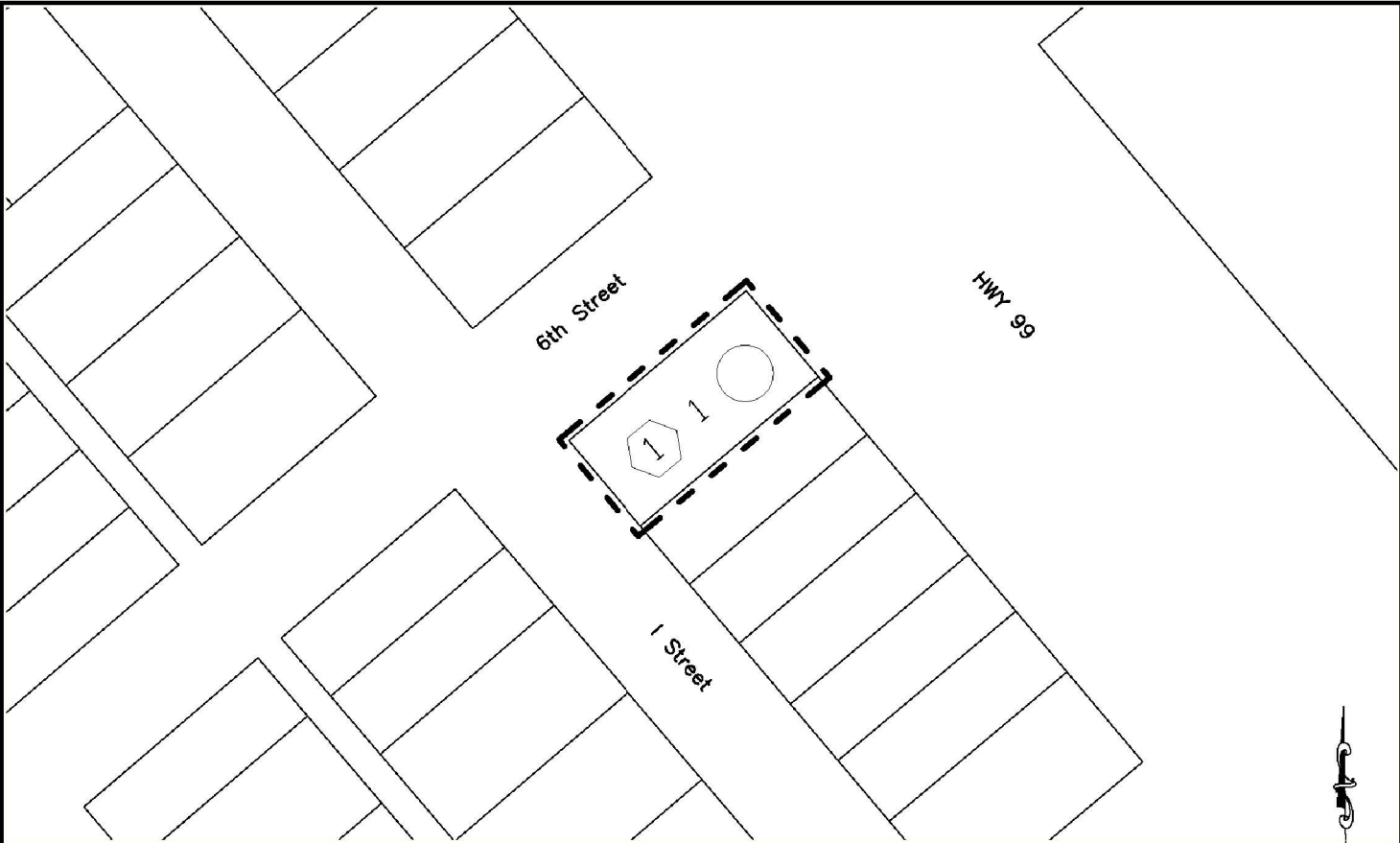
LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- ① ASSESSMENT NUMBER
- Ⓛ APN NUMBER.

NTS

ASSESSMENT DIAGRAM
 INCLUSION OF SUGAR PINE APARTMENT COMPLEX
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
 SUGAR PINE
 APARTMENT COMPLEX
 REV. JUNE 2020



LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- ① ASSESSMENT NUMBER
- Ⓛ APN NUMBER.

ASSESSMENT DIAGRAM
 INCLUSION OF 322 W 6TH STREET APARTMENT COMPLEX
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
 322 W 6TH STREET
 APARTMENT COMPLEX
 REV. OCT. 2023

Exhibit C

Assessment Amounts – Zone 51

Property	Assessor's Parcel #	Assessment per Parcel	Assessment per Dwelling Unit
Sherwood Apartments	003-240-015	\$98.56	\$6. 16 (16 units)
Grove Gardens	012-026-001	\$42.00	\$3. 50 (12 units)
Grove Gardens	012-402-006	\$162.54	\$9. 03 (18 units)
Bellava Apartments	003-093-006	\$9. 92	\$1. 24 (8 units)
Bellava Apartments	003-093-008	\$0.00	\$0. 00 (No Units)
Cal-Pacific Supply	009-350-024	\$76.48	N/A
Cal-Pacific Supply	009-350-025	\$76.48	N/A
Cal-Pacific Supply	009-350-026	\$76.48	N/A
Cal-Pacific Supply	009-350-029	\$344.42	N/A
Madera Industrial Whse	009-330-011	\$870.00	N/A
Sugar Pine Village	011-143-006	\$42.00	\$3. 50 (12 Units)
Sugar Pine Village	011-143-007	\$98.00	\$3. 50 (28 Units)
Sugar Pine Village	011-143-008	\$42.00	\$3.50 (12 Units)
Naz Sixplex	010-132-001	\$15.86	N/A

Exhibit D

Landscape Maintenance Covenant for Sherwood Apartments

RECORDING REQUESTED BY:

City of Madera

WHEN RECORDED RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attention: City Clerk

Fee Waived per Section 27383 & 27388. 1(a)(2)(D) of the Government Code

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city (“City”), and **Vanik Pogosyan and Arshak Sargsyan** (“Covenantor”) located on the north side of Sherwood Street, between Owens Street and Sonora Street, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as “the Subject Property,” and more particularly described in exhibit A and incorporated herein by reference.

B. A condition of approval of Precise Plan (PPL) 2019-07 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting Zone 51 (“Zone No. 51”) to levy and collect assessments to cover the cost of maintaining all, landscaping, and irrigation systems within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public

right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Property has been annexed into LLMD No. 51. Said condition is set forth in item # 4 of the November 12, 2019 City meeting of the City of Madera Planning Commission.

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor’s heirs, successors, and assigns during Covenantor’s ownership thereof.

1. The Covenantor agrees that prior to the recordation of the final map Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLMD No. 51 public

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

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLM No. 51.

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

4. The Covenantor consents to an annual assessment on the Subject Properties. The assessment, based on dwelling units, currently in an amount not to exceed \$6. 16 per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an

amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

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

9. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation,

whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

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

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:

CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

Covenantor:

Sherwood Apartments

By: _____
Vanik Pogosyan
Owner

By: _____
Arshak Sargsyan
Owner

(Attach Notary Acknowledgments)

**Exhibit A to Covenant
Legal Description
Sherwood Apartments**

**Legal Description
Sherwood Apartments
For APN/Parcel ID(s): 003-240-015-000**

All that certain Real Property located in the County of Madera, State of California, described as follows:

Parcel A: That portion of Lot 67 of Miller and Lux Subdivision of Lands in Madera County, California, according to the Map thereof recorded in Book 9 at Page 32 of Maps described as follows:

Beginning at the Southeast corner of said Lot 67, thence Northerly a distance of 233. 345 feet along and on the Easterly line of said Lot 67 to a point: thence Westerly a distance of 466. 69 feet along and on a line parallel to the Northerly line of said Lot 67 to a point. thence Southerly along on a line parallel to the Easterly line of said Lot 67, a distance of 233. 345 feet. thence Easterly along and on a line lying parallel to the Northerly line of said Lot 67, a distance of 466. 69 feet to the point of beginning: said parcel being approximately the South half of said Lot 67.

EXCEPTING THEREFROM that portion lying Westerly of the following described line:

Beginning at a point on the South line of said Lot 67 distant thereon Westerly 266. 67 feet from the Southeast corner of said lot; running thence Northerly and parallel with the Easterly line of said lot, a distance of 233. 345 feet to a point, thence Westerly and parallel with the Northerly line of said lot, a distance of 100. 0 feet to a point: thence Southerly and parallel with the Easterly line of said lot, a distance of 233. 345 feet to a point; thence Easterly and parallel with the Northerly line of said lot, a distance of 100 feet to the point of beginning.

Parcel B: An easement for ingress and egress from, over and across said property over a strip of land described as being 20 feet in width, the center line of which is described as beginning on the point of intersection to the Easterly line of said Lot 67 with the center line running East and West through said Lot 67; thence from said point of beginning along and on said center line Westerly to the point of intersection with the Westerly line of said Lot 67.

EXCEPTING THEREFROM any portion lying within Parcel A described above.

Exhibit E

Landscape Maintenance Covenant for Grove Gardens

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived per Section 27383 & 27388. 1(a)(2)(D) of the Government Code

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city (“City”), and **Berry & Berry Inc, a California Corporation** (“Covenantor”) located at the Southeast corner of Maple Street and Noble Street, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as “the Subject Property,” and more particularly described in Exhibit A, included herein by reference.

B. A condition of approval of Precise Plan Modification (PPL) 2020-03 MOD, Lot Line Adjustment (LLA) 2020-04), and Abandonments (ABN) 2020-01, 2020-02 & 2021-01 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting Zone 51 (“Zone No. 51”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD

No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Property has been annexed into LLMD No. 51. Said condition is set forth in item #5 of the May 12, 2020 meeting of the City of Madera Planning Commission.

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor’s heirs, successors, and assigns during Covenantor’s ownership thereof.

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

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 51.

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

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently in an amount not to exceed \$3. 50 for dwelling units in APN 012-026-001 and \$9. 03 per dwelling unit in APN 012-402-006 with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less

frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

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

9. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes

of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

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

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:

CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

Covenantor:

Berry & Berry Inc

By: _____
Luis Salazar
Commercial Property Manager

(Attach Notary Acknowledgments)

ATTEST:

By: _____
Alicia Gonzales
City Clerk

APPROVED AS TO FORM:

Date: _____

By: _____
Shannon L. Chaffin
City Attorney

APPROVED:

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

**Exhibit A to Covenant
Legal Description
Grove Garden Apartments**

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

PARCEL 1: APN 012-026-001

ALL OF LOTS ONE (1), TWO (2) AND THREE (3), EXCEPT THE EASTERLY 75 FEET THEREOF, AND ALL OF LOTS FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), AND ELEVEN (11); IN BLOCK TEN (10) OF PARK ADDITION TO MADERA, ACCORDING TO MAP ENTITLED "PARK ADDITION TO MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, APRIL 27, 1893, AND RECORDED NO. 284.

PARCEL 2: APN 012-402-006

PARCEL 3 OF PARCEL MAP NO. 99-P-01, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED MAY 28, 1999 IN VOLUME 47 OF MAPS, AT PAGES 121 AND 122, MADERA COUNTY RECORDS.

Exhibit F

Landscape Maintenance Covenant for Bellava Apartments

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived per Section 27383 & 27388. 1(a)(2)(D) of the Government Code

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city (“City”), and **Bellava Construction, LLC** (“Covenantor”) located at Wilson Street and Rush Street, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as “the Subject Property,” and more particularly in exhibit A, included herein by reference.

B. A condition of approval of Rezone (REZ) 2019-04 & Precise Plan (PPL) 2019-04 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting Zone 51 (“Zone No. 51”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within

the LLMD No. 51 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Property has been annexed into LLMD No. 51. Said condition is set forth in the signed conditions of acceptance, dated October 9, 2019 (hereafter “LLMD Condition”).

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor’s heirs, successors, and assigns during Covenantor’s ownership thereof.

1. The Covenantor agrees that prior to the recordation of final map, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of

maintaining streetlights, landscaping, and irrigation systems within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, maintenance of shared landscaping, maintaining masonry walls, storm water holding ponds, and roundabouts.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 51.

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

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently in an amount not to exceed \$1.24 per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent

a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

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

9. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the

representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

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

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:

CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

Covenantor:

Bellava Construction, LLC

By: _____
Sergio Nunez
Manager

(Attach Notary Acknowledgments)

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

**Exhibit A to Covenant
Legal Description
Bellava Apartments**

The following described property:

All that certain Real Property located in the County of Madera, State of California, described as follows:

The land referred to herein below is situated in the City of Madera, County of Madera, State of California and is described as follows:

Lot 42 of Mace Addition to the Town, now City of Madera, according to the map entitled, "Plat of Mace's Addition to Madera," filed and recorded in the Office of the County Recorder of the County of Fresno, State of California, June 29, 1892 and recorded No. 11.

Assessor's Parcel No: 003-093-006

The land described herein is situated in the State of California, County of Madera, City of Madera, described as follows:

The West 1/2 of the South 136 feet, more or less of Lot "A" of La Nueva Addition to the City of Madera, according to the map entitled, "Map of La Nueva Addition", filed and recorded in the office of the County Recorder of the County of Madera, State of California, March 8, 1927 in Vol. 5 of Maps at Page 26.

Assessor's Parcel No: 003-093-008-000

Exhibit G

Landscape Maintenance Covenant for Cal-Pacific Supply

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived per Section 27383 & 27388. 1(a)(2)(D) of the Government Code

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city (“City”), and **Cal-Pacific Supply, Inc, a California Corporation** (“Covenantor”) located at Southeast corner of Granada Drive and Almond Ave, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as “the Subject Property,” and more particularly in Exhibit A, incorporated herein by reference.

B. A condition of approval of Site Plan Review (SPR) 2020-16 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting Zone 51 (“Zone No. 51”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the

LLMD No. 51 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Property has been annexed into LLMD No. 51. Said condition is set forth in item #1 of the February 9, 2021 meeting of the City of Madera Planning Commission (hereafter "LLMD Condition").

C. The Covenantor and the City desire to enter into this covenant ("Covenant") providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation the final map, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLMD No. 51 public

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

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 51.

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

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently in an amount not to exceed \$76. 48 for APN 009-350-024, \$76. 48 for APN 009-350-025, \$76. 48 for APN 009-350-026, and \$344. 42 for APN 009-350-029 with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not

represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

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

9. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the

representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

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

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:

CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

Covenantor:

Cal-Pacific Supply, Inc

By: _____
Ahmed Alamari
Owner

(Attach Notary Acknowledgments)

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

Exhibit A to Covenant

Legal Description

Cal-Pacific Supply

Real property in the City of Madera, County of Madera, State of California, described as follows:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

PARCELS 3, 4, AND 5 OF PARCEL MAP NO. 91-P-12, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 39 OF MAPS, AT PAGES 85 AND 86, MADERA COUNTY RECORDS.

TOGETHER WITH PARCEL 6 OF SAID PARCEL MAP, EXCEPTING THEREFROM THE EAST 75.00 FEET THEREOF.

RESULTING IN ONE PARCEL.

CONTAININ 8.55 ACRES, MORE OR LESS.

APN: 009-350-024-000, 009-350-025-000, 009-350-026-000, & 009-350-029-000

Exhibit H

Landscape Maintenance Covenant for Madera Industrial WHSE

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived per Section 27383 & 27388. 1(a)(2)(D) of the Government Code

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city (“City”), and **Madera Industrial WHSE LLC** (“Covenantor”) located on Schnoor Avenue, North of Almond Avenue and South of Industrial Avenue, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as “the Subject Property,” and more particularly in Exhibit A, incorporated herein by reference.

B. A condition of approval of SPR 2021-24 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting Zone 51 (“Zone No. 51”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-

of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Property has been annexed into LLMD No. 51. Said condition is set forth in item #2 of the August 10, 2021, meeting of the City of Madera Planning Commission.

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor’s heirs, successors, and assigns during Covenantor’s ownership thereof.

1. The Covenantor agrees that prior to the recordation final map, Covenantor will annex the property to LLMD No. 51 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51

public right-of-way or easements, including, but not limited to, maintenance of shared landscaping, maintaining masonry walls, storm water holding ponds, and roundabouts.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 51.

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

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently in an amount not to exceed \$870. 00 per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be

reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

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

9. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation,

whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

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

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:

CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

Covenantor:

Madera Industrial WHSE, LLC

By: _____
Erin Volpp
Chief Operating Officer

(Attach Notary Acknowledgments)

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

**Exhibit A to Covenant
Legal Description
Madera Industrial Warehouse**

Legal Description

APN: 009-330-011

The land referred to herein is situated in the State of California, County of Madera, City of Madera and described as follows:

APN: 009-330-011

Lots 13 and 14 of Midvale Colony, in the City of Madera, County of Madera, State of California, according to the map thereof recorded April 8, 1909, in Book 2, Page 18 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom the South 675. 0 feet of Lots 13 and 14, including the 30-foot road on the South, according to the map of said Midvale Colony referred to above.

Also excepting therefrom that portion conveyed to the City of Madera, a municipal corporation in deed recorded July 12, 2004 as Instrument No. 2004029511 and re-recorded January 7, 2005, as Instrument No. 2005000957, both of Official Records.

Also excepting therefrom one-half of all oil, gas, and minerals in and under said land, as reserved by California Lands, Inc., a corporation, in Deed recorded January 26, 1935, in Book 168, Page 112 and as modified by Quitclaim Deed recorded March 9, 1953, in Book 567, Page 582, both of Official Records.

(End of Legal Description)

Exhibit I

Landscape Maintenance Covenant for Sugar Pine Village

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived per Section 27383 & 27388. 1(a)(2)(D) of the Government Code

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city (“City”), and Sugar Pine Limited Partnership, DBA Sugar Pine Village (“Covenantor”) near the intersection of East Lewis Street and East Dunham Street, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as “the Subject Property,” and more particularly described in exhibit A and herein incorporated by reference.

B. A condition of approval of Precise Plan PPL 2018-07 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting Zone 51 (“Zone No. 51”) to levy and collect assessments to cover the cost of maintaining all shared landscaping, and irrigation systems within the LLMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 51 public right-of-way or easements, including, but not limited to, shared landscaping, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all

potential lot buyers that the Property has been annexed into LLMD No. 51. Said condition is set forth in the signed Conditions of Approval letter, dated January 10, 2019.

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor’s heirs, successors, and assigns during Covenantor’s ownership thereof.

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

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 51

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

4. The Covenantor consents to an annual assessment on the Subject Properties. The assessment, based on dwelling units, currently in an amount not to exceed \$3.50 per each of the 52 dwelling units, with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

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

9. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

10. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall

not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

Covenantor:

Sugar Pine L. P., DBA Sugar Pine Village

By: _____
Thomas J. Collishaw
President & Chief Executive Officer

(Attach Notary Acknowledgments)

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

**Exhibit A to Covenant
Legal Description
Sugar Pine Village**

LEGAL DESCRIPTION

The land referred to is situated in the County of Madera, City of Madera, State of California, and is described as follows:

Parcel 1:

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point which bears South 88° 27' 46" East 330 feet and South 0° 22' 09" East 485. 15 feet from the Northwest corner of said section 30, said point being the most Southwesterly corner of a parcel of land described in the Deed to State of California from Pietro Piraino, et ux, recorded February 28, 1956 in Book 662, Page 91, of Official Records; thence following the Southerly line of said parcel described in said Deed, South 88° 27' 46" East 20 feet; North 0° 22' 09" East 258. 68 feet; South 58° 41' 03" East 270. 27 feet; and South 55° 30' 32" East 153. 93 feet to a point on the West line of the land described in the Deed to Giovanni Beccaris, et ux recorded May 3, 1943 in Book 229, Page 478, of Official Records; thence along the West line of said land described in said Deed to Giovanni Beccaris, et ux South 0° 21' West 165. 62 feet, more or less, to a point which is South 0° 21' West 610 feet from the North line of said Section 30; thence Westerly and parallel to said North line of Section 30, a distance of 379. 5 feet; thence North 0° 22' 09" East 124. 85 feet, more or less, to the point of beginning.

Parcel 2:

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, bounded and described as follows: Beginning at a point which bears South 0° 14' East 444. 48 feet from a point on the North line of said Section 30 which bears South 89° 05' East 709. 5 feet from the Northwest corner of said section, said point of beginning being also the Southwesterly corner of parcel of land described in the Deed to State of California, recorded April 25, 1956 in Book 668, Page 11, of Official Records; thence South 0° 14' East 240. 52 feet more or less to the Southwest corner of the land described in the Deed to Giovanni Beccaris, et ux, recorded May 3, 1943 in Book 299, Page 478, of Official Records; thence along the South line of the land described in the last above mentioned deed, North 89° 05' East 310. 2 feet, more or less, to the Southeast corner of said land; thence along the East line thereof, North 0° 14' West 36. 01 feet, more or less, to the most Southerly corner of the parcel of land described in the above mentioned deed to State of California; thence along the Southwesterly line thereof, North 54° 15' West 74. 08 feet and North 55° 30' 32" West 301. 18 feet to the point of beginning.

Parcel 3:

That portion of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Southwest corner of the land described in the deed to the State of California recorded October 31, 1955 in Book 653, Page 62, of Official Records, said Southwest corner bears South 88° 27' 46" East 1018. 86 feet and south 0° 21' 00" West 685. 14 feet from the Northwest corner of said section; thence (1) along the South line of the land described in said deed, South 88° 27' 46" East 50. 96 feet; thence (2) along a line parallel with and 80 feet Southwesterly, measured at right angles from the centerline of the Department of Public Works Survey from 0. 5 mile South to 1. 5 mile North of Madera, Road VI-MAD-4-A, North 54° 15' 00" West 62. 51 feet to the West line of the land described in said deed; thence (3) along said West line, South 0° 21' 00" West 35. 15 feet to the point of beginning.

Except therefrom all minerals, oils, gases and other hydrocarbon substances by whatsoever name known that may be within or under the parcel of land hereinabove described without, however, the right to drill, dig or mine through the surface thereof, as reserved by the State of California by Director's Deed recorded September 6, 1963, Instrument No. 12819, in Book 878, Page 93, of Official Records.

Parcel 4:

That portion of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Commencing for reference at the Northwest corner of said section; thence (1) along the North line of said section, South 88° 27' 46" East 330. 00 feet to the West line of the land conveyed to Pietro Piraino, et ux, by deed recorded February 18 1947 in Book 396, Page 274, of Official Records; thence (2) along said West line, South 00° 22' 09" West 214. 89 feet to the true point of beginning; thence (3) continuing along said West line, South 00° 22' 09" West 270. 26 feet; thence (4) South 88° 27' 46" East 20. 00 feet to a line parallel with course 3 hereabove described; thence (5) along said parallel line North 00° 22' 09" East, 258. 68 feet to the line described as course 6 in the deed to the State of California recorded February 28, 1956 in Book 662, Page 91, Madera County Official records; thence (6) along the Northwesterly prolongation of said course 6, North 58° 41' 03" West 23. 32 feet to the true point of beginning.

APN: 011-143-006, 011-143-007 and 011-143-008

Exhibit J

Landscape Maintenance Covenant for Naz Sixplex

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

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

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city (“City”), and **Aftab Naz** (“Covenantor”) located at 322 W. Sixth Street, Madera, CA 93637, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Madera.

RECITALS

D. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as “the Subject Property,” and more particularly in Exhibit A, incorporated herein by reference.

E. A condition of approval of SPR 2019-24 & VAR 2019-06 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the City of Madera Landscape Maintenance District 51 (“Zone No. 51”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LMD No. 51 public right-of-way, and to cover the cost of maintaining special amenities located within the LMD No. 51 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Property has been annexed into LMD No. 51. Said condition is set

forth in the signed conditions of acceptance, dated November 12, 2019 (hereafter “LLMD Condition”).

F. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor’s heirs, successors, and assigns during Covenantor’s ownership thereof.

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

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LMD No. 51.

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

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently in an amount not to exceed \$15.86 per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in

writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

9. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LMD No. 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

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

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

Covenantor:

Aftab Naz

By: _____
Aftab Naz
Owner

ATTEST:

(Attach Notary Acknowledgments)

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

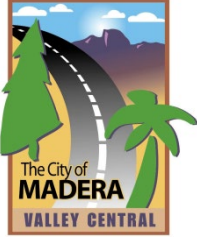
**Exhibit A to Covenant
Legal Description
Naz Sixplex**

The land referred to is situated in the County of Madera, City of Madera, State of California, and is described as follows:

All that Real Estate in Madera County, California, described as follows, to-wit:

Lots 30, 31 and 32 in Blk. 13 of Hughes Addition to the Town, now City of Madera, according to map entitled, "Map of Lankershim Colony and Addition to the Town of Madera, & c.". filed and recorded in the Office of the County Recorder of the County of Fresno, State of California, February 5, 1889, in Volume 4 of Maps, at Page 31.

APN: 010-132-001



REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: C-2

SUBJECT:

Public Hearing No. 2 for Updating of City Councilmember District Boundaries for Annexed Property

RECOMMENDATION:

Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City

SUMMARY:

The subject matter has been scheduled to provide the City Council with a report on the districting process for properties annexed into the City and the permissible criteria to be considered to modify district boundaries, as well as to conduct a Public Hearing to receive public input on district boundaries.

BACKGROUND:

Every 10 years, pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. This process, called redistricting, ensures that all districts have a nearly equal population. The City adopted its current district boundaries in 2022 based on 2020 census data as required by law.

Between October 20, 2021 and March 16, 2022, the Council held five public hearings to complete the redistricting requirements and dedicated public outreach to ensure minority populations and communities of interest were aware of the redistricting effort and were provided with options to participate. On April 6, 2022, Council adopted an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District

Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries.

Since the adoption of the current boundary maps, there has been significant annexation (Villages at Almond Grove) in the northwest portion of the City, adjacent to Council District 1. The annexed area is currently predominately agricultural land with several homes. While the area is in the City, it is not within a Council district, thus the Council District Boundary Maps must be modified to incorporate the annexed area. Per the Elections Code, the redistricting of this area must occur by April 2024, 205 days prior to the next regular election on November 5, 2024.

DISCUSSION:

Process:

The City Council typically chooses where the district lines will be drawn every 10 years based on the latest U.S. Census. Between these regular 10-year updates, changes to district boundaries are typically not allowed under the Elections Code. However, there is an exception for the circumstances here, as new territory has been annexed into the City and the total annexed territory contains less than 25 percent of the City's population. In such cases, the City Council may update the district boundaries to allow for the new members of the community to vote in City elections, etc.

State laws set strict criteria for the updates of the district boundaries in such circumstances. Specifically, the City Council is required to add the new territory "to the nearest existing Council district" without changing the boundaries of other Council district boundaries. As a result, the City's discretion is limited regarding the present annexation.

Even though the criteria for setting the boundaries for annexed property is constrained by State law, the default procedures for redistricting boundaries still apply. Under these procedures the public will have the opportunity to draw and submit district maps for the Council's consideration, and the City may develop its own maps for consideration. By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps per the following:

- One Public Hearing will be held to invite public input regarding the composition of the City's voting districts before any draft maps are drawn. The hearing this evening meets this criteria and is considered one of the required public hearings.
- Three Public Hearings will be held to invite public input regarding the composition of the City's proposed modifications to the voting districts after the draft maps are drawn. These hearings will be scheduled for dates to be determined.
- After the Public Hearings, the City Council will introduce an ordinance establishing a map with the modified voting division boundaries at a scheduled meeting date of the City Council to be determined, and the ordinance will then be presented for final adoption

at the subsequent regularly scheduled meeting.

Mandatory Criteria for Creating Districts:

While public input concerning the composition of the City's voting divisions will be considered, as noted above there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. Any annexed property must be added to the nearest existing Council district; and
2. No other changes to existing Council districts can occur.

FINANCIAL IMPACT:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary maps.

ALTERNATIVES:

Decline to hold a Public Hearing at this time.

ATTACHMENTS:

1. Council Districts Map with Annexations
2. Council Districts Map with Proposed Boundary Modifications

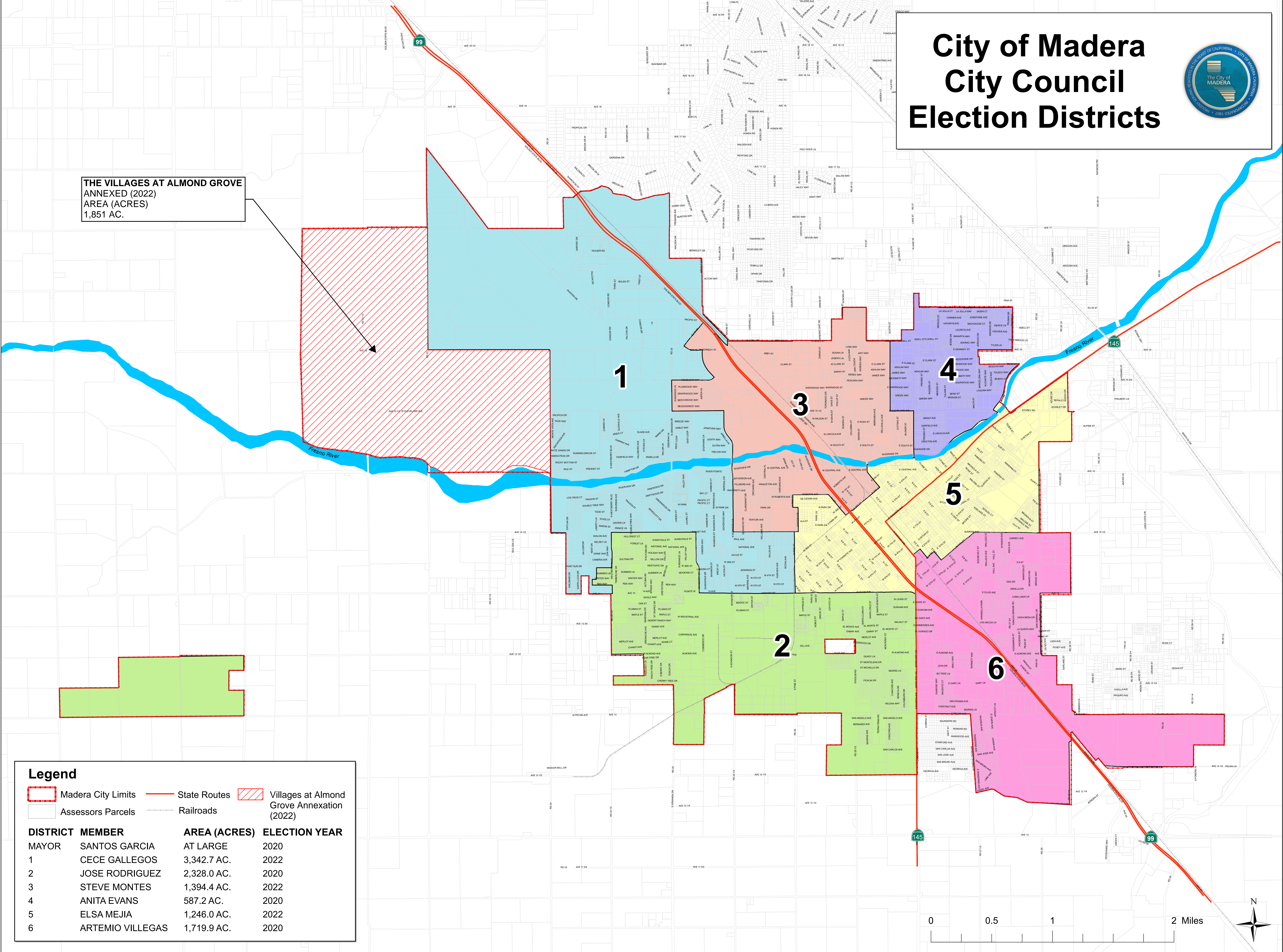
ATTACHMENT 1

Council Districts Map with Annexations

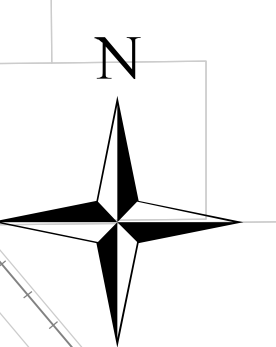
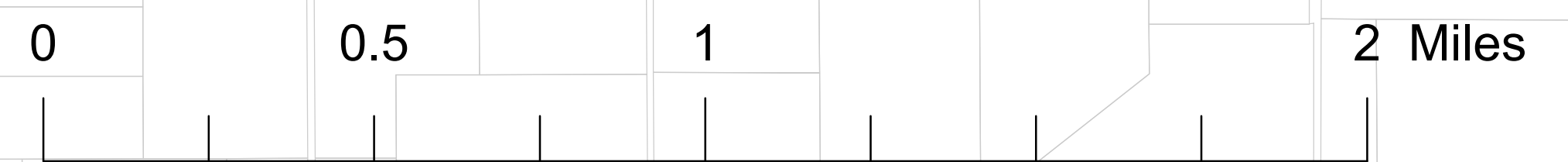
City of Madera City Council Election Districts



**THE VILLAGES AT ALMOND GROVE
ANNEXED (2022)
AREA (ACRES)
1,851 AC.**



Legend			
	Madera City Limits		State Routes
	Assessors Parcels		Railroads
	Villages at Almond Grove Annexation (2022)		
DISTRICT MEMBER			
MAYOR	MEMBER	AREA (ACRES)	ELECTION YEAR
	SANTOS GARCIA	AT LARGE	2020
1	CECE GALLEGOS	3,342.7 AC.	2022
2	JOSE RODRIGUEZ	2,328.0 AC.	2020
3	STEVE MONTES	1,394.4 AC.	2022
4	ANITA EVANS	587.2 AC.	2020
5	ELSA MEJIA	1,246.0 AC.	2022
6	ARTEMIO VILLEGAS	1,719.9 AC.	2020



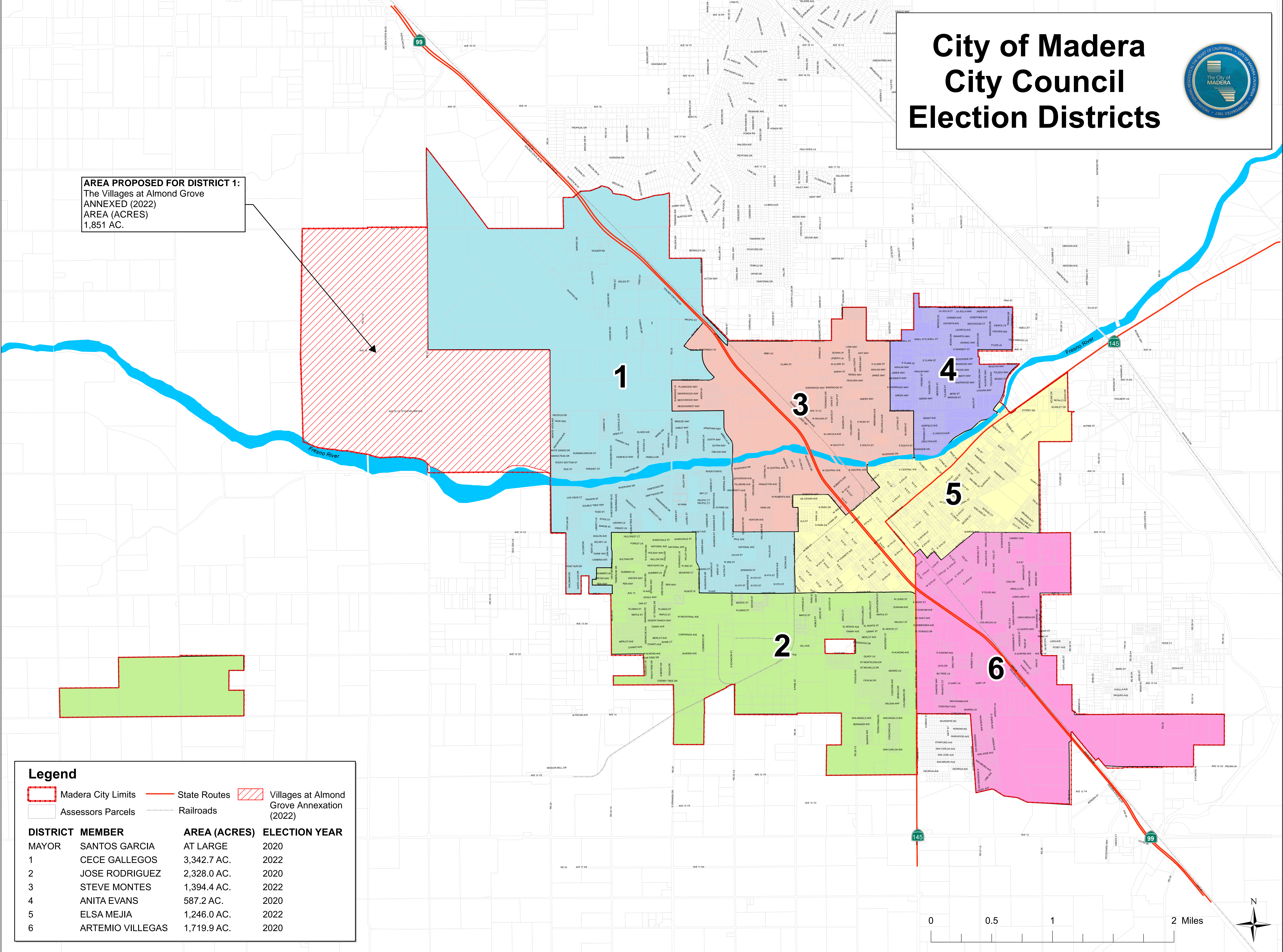
ATTACHMENT 2

Council Districts Map with Proposed Boundary Modifications

City of Madera City Council Election Districts

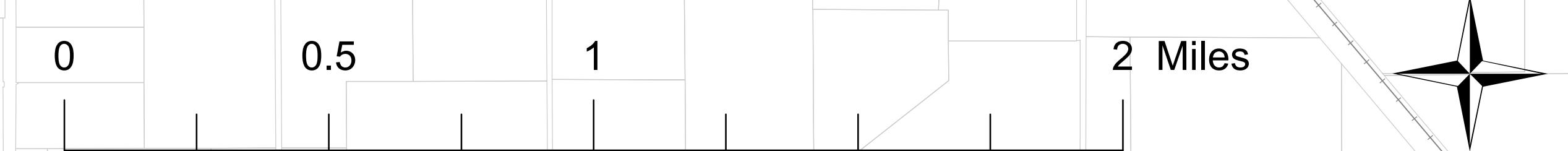


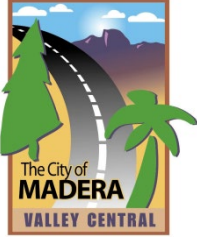
AREA PROPOSED FOR DISTRICT 1:
The Villages at Almond Grove
ANNEXED (2022)
AREA (ACRES)
1,851 AC.



Legend			
	Madera City Limits		State Routes
	Assessors Parcels		Railroads
	Villages at Almond Grove Annexation (2022)		

DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
MAYOR	SANTOS GARCIA	AT LARGE	2020
1	CECE GALLEGOS	3,342.7 AC.	2022
2	JOSE RODRIGUEZ	2,328.0 AC.	2020
3	STEVE MONTES	1,394.4 AC.	2022
4	ANITA EVANS	587.2 AC.	2020
5	ELSA MEJIA	1,246.0 AC.	2022
6	ARTEMIO VILLEGAS	1,719.9 AC.	2020





REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: D-1

SUBJECT:

Authorizing Resolution for the Local Assistance Specified Grants – Capital

RECOMMENDATION:

Adopt a Resolution Accepting the amount of \$500,000 from the State of California Department of Parks and Recreation for the Lions Town & Country Park Trail System Upgrades and Naming the City Manager as the Authorized Representative

SUMMARY:

The City of Madera has been awarded \$500,000 under the Local Assistance Specified Grants – Capital program. This program is administered by the State of California Department of Parks and Recreation, Office of Grants and Local Services (OGALS).

OGALS has been in contact with City staff about the confirmation of the award and what to expect regarding the funding. To date, the immediate next step includes approval of a Resolution by the Council. Approval of the Resolution formally documents the City's approval of acceptance of funds, acknowledges responsibility to fulfill obligations, and lists the title of the position given Authorized Representative status for grant needs.

DISCUSSION:

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

This specified grant originated from a line item in the State of California Budget for fiscal year 2022-23. A Resolution is required before a contract will be issued, and an approved application packet is required before grant payments can be approved. The grant performance period noted as July 1, 2022 – June 30, 2026.

Grant process key dates:

- Grant Performance Period: July 1, 2022 – June 30, 2026
- Resolution: Submit as soon as possible
- Contract: Sign and return by January 31, 2024
- Projects Completed by December 31, 2025
- Project Completion Packets: Submit by January 31, 2026

FINANCIAL IMPACT:

The submission of the Authorizing Resolution does not currently impose any financial implications on the City's budget. The City has budgeted \$915,712 in FY 2023-24, in anticipation of this award and to be able to commence work on the project. Costs incurred after the performance period start date of July 1, 2022, are eligible for reimbursement.

This Fiscal Year, the City has already encumbered a total of \$164,000; Task Order No. 1016-2023 with O'Dell Engineering, Inc (O'Dell). The Task Order was executed under the authority of Resolution No. 22-178, which approved consultant service agreements with various professional engineering firms for on-call services. O'Dell was one of these firms. O'Dell is assisting the City with the design and restoration plans for the trail system, construction documentation packages, and overall ensuring code compliance.

ALTERNATIVES:

Potential Council alternatives include:

- Deny approval of the Authorizing Resolution. This would result in the City not moving forward with acceptance of awarded funds.

ATTACHMENTS:

1. Resolution – Authorizing Resolution for the Specified Grants Funds

ATTACHMENT 1

Resolution – Authorizing Resolution for the Specified Grants Funds

RESOLUTION NO. 23-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM BUDGET
ACT OF 2023, 19.561(B)(62) FOR TRAIL SYSTEM UPGRADES FOR THE
LIONS TOWN AND COUNTRY PARK**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Madera, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of the project application before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
4. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the ____ day of _____, 20____.

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the City Council following a roll call vote:

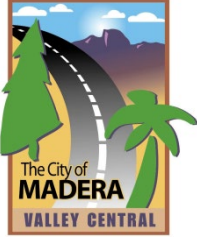
Ayes:

Noes:

Absent:

Alicia Gonzales, City Clerk

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: December 20, 2023

Joseph Hebert

Agenda Number: D-2

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Demolition of Rotary Park Skate Park Office/Concession Building Budget Amendment

RECOMMENDATION:

Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Item Related to the Demolition of the Zero Gravity Skate Park Office/Concession Building Cost of \$12,593

SUMMARY:

The City of Madera oversees the Zero Gravity Skate Park, located at Rotary Park. Zero Gravity Skate Park is specifically located at 920 North Gateway Drive.

The skatepark consists of an office/concession building located on the west side of the skatepark, and on the main entrance side of the skatepark. The building has not been occupied for numerous years. Staff is recommending the demolition of the building as the best course of action to address building safety concerns.

DISCUSSION:

In 2002/2003, City Council directed the then City Manager to evaluate the development of a skate park facility to serve the city residents. The Council specifically requested the analysis include a determination of park size, potential sites, potential funding sources, a review of skatepark health and safety requirements, and a showing of local interest.

With the assistance of the Community Action Partnership of Madera County, a committee was formed, comprised of adults and youth, to primarily study design issues and park locations. In November 2002, a skate park design report was prepared, submitted, and approved by the City

Council. The approved report recommended the park be sized to accommodate a large skate park (25,000 sq. ft.) competitive activities and be placed in Rotary Park. This report was later modified to reduce the size of the skate park (10,000 sq. ft.) to meet existing financial resources, and the Council decided that a supervised park was preferable to an unsupervised facility to improve park management. The Council also directed staff to investigate transferring skate park operational and maintenance requirements to Community Action Partnership of Madera County (CAPMC) which had experience managing a skate park.

In February, April, and October 2004 the City Manager and City Attorney provided the Council with information on estimated construction, operation, and maintenance costs and a review of liability issues associated with operating a supervised skate park. In October 2004, a petition signed by well over 500 people in support of the construction of a skate park was submitted to the Council.

Thereafter, based on skate park development and operational costs including liability issues, the Council directed plans and specifications be prepared. The Council established general skate park guidelines including placing the skate park in Rotary Park, limiting the initial park size to approximately 10,000 sq. feet with room for expansion; requiring the facility to be supervised for control and safety purposes; and directing that the park be operated and maintained by a nonprofit organization with skate park experience.

In 2005, the Council approved a Resolution authorizing the appropriation of money to construct the skatepark, approving \$675,890 in construction costs and \$13,300 for final design and documentation costs. A total of \$689,190 was approved under City of Madera Resolution No. 2005-254. There were no land costs associated with skate park development since the facility was built on existing city property.

In 2005, the Council also approved a lease agreement between the City and CAPMC for five years, granting CAPMC the responsibility of operating, maintaining, and supervising the skate park facility. In 2011 the lease agreement expired. It was not extended or renewed, as the City decided to take over the operations, maintenance, and supervision of the skatepark. Since then, the Parks & Community Services Department has been the designated City department responsible for the primary oversight of the skatepark.

Over the years, the office/concession building at the skatepark has served several purposes. The office/concession building is located on the southeast side of the park, near the entrance to the skatepark. For some time, the building served as a concession sales building, where items were sold to skatepark goers at a nominal fee, as well as entrance admissions collected. This didn't continue for very long, as concession sales ended sometime in 2011/2012. The building has also served as the skatepark office for administrative purposes and to store helmets that were loaned out to skaters. Most recently the building was used for the storage of skatepark maintenance-related items.

With full oversight and responsibility of the skatepark, staff is recommending the demolition of the office/concession building as the current conditions of the building are a safety hazard, are a cause of increased vandalism, and staff has assessed the demolition of the building is in the best interest of the City.

For additional context:

- The entrances into the building have been welded shut.
- The entrances were welded shut after the numerous break-ins the building was witness to.
- Trespassers were sleeping inside the building, starting fires, and overall vandalizing the interior of the building.
- The inside of the building is now plagued with black mold.
- Although the building has been welded shut for a couple of years now, the outside of the building is still susceptible to vandalism and damage.
- Tagging has occurred all around the building numerous times.
- The exterior side of the building, facing State Route 99, is especially a target of increased vandalized, as this wall is not visible from the street or parking lot.
- Skatepark goers have also commented to staff that several people get on top of the building to urinate or relieve themselves.
- Acts of vandalism targeting the electrical wiring around the building have been numerous.
- The building is a definite eye-sore to the park and skatepark area.

Over the course of the years, staff indicated the cost of repairing, replacing, and addressing the damages incurred by the building surpasses the desire to keep the building at the skatepark. Staff are recommending the demolition of the building, as no future use for the building is planned and costs to repair and bring the building up to code would surpass any possible revenue generated from the building.

FINANCIAL IMPACT:

The Parks & Community Services Department, working with the Public Works Department, has sought proposals for the demolition of the building at the skatepark. This action has resulted in a recommendation from staff to pursue the demolition of the building at the estimated cost of \$12,593. This includes a \$10,593.00 for the actual demolition of the building, costs for Parks and Community Services, and Public Works Department staff to provide prepping and finishing touches to the site. The prepping and finishing work include securing the electrical wiring at the building and securing it thereafter the demolition, temporary fencing costs, and ensuring the existing fencing currently bordering the building is repaired after the demolition.

Table 1 below has a breakdown of the anticipated costs associated with the completion of this project.

Table 1: Anticipated Costs for the Demolition of the Skatepark Office/Concession Building	
Expense	Cost
Demolition Costs of Building	\$10,593
Public Works Department Related Prepping and Post Work	\$1,000
Parks Maintenance Related Prepping and Post Work	\$1,000
Total	\$12,593

ALTERNATIVES:

The Council may elect not to accept a Resolution amending the City’s Fiscal Year 2023/24 Budget approving a related expenditure line item related to the demolition of the Rotary Park skatepark office/concession building cost at \$12,593.

It is worth noting that the Council holds the prerogative to request supplementary details or clarifications to ensure a comprehensive understanding of the proposed action. Should the Council deem it necessary, the Council may direct staff to provide any specific information, data, or insights that would assist in the decision-making process.

ATTACHMENTS:

1. Resolution – Budget Adjustment
 - a. Exhibit A – Budget Adjustment
2. Map Location of Office/Concession Stand at Zero Gravity Skatepark
3. Photos

ATTACHMENT 1

Resolution – Budget Adjustment

Exhibit A – Budget Adjustment

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2023/24 BUDGET
APPROVING A RELATED EXPENDITURE LINE ITEM RELATED TO THE
DEMOLITION OF THE ROTARY PARK SKATEPARK OFFICE/CONCESSION
STAND BUILDING COST OF \$12,593**

WHEREAS, the City Council previously adopted a City-wide Budget for the 2023/24 Fiscal Year; and

WHEREAS, the Parks & Community Services Department is requested to amend the Fiscal Year 2023/24 Budget to approve an expenditure of \$12,593; and

WHEREAS, the expenditure relates to the demolition of the Rotary Park skatepark office/concession stand; and

WHEREAS, the demolition of the skatepark office/concession stand is due to the building being a safety hazard with the cost to repair surpassing the cost to demolish; and

WHEREAS, the City is at terms the skatepark office/concession stand is best demolished rather than being repaired.

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.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

* * * * *

**EXHIBIT A
CITY OF MADERA**

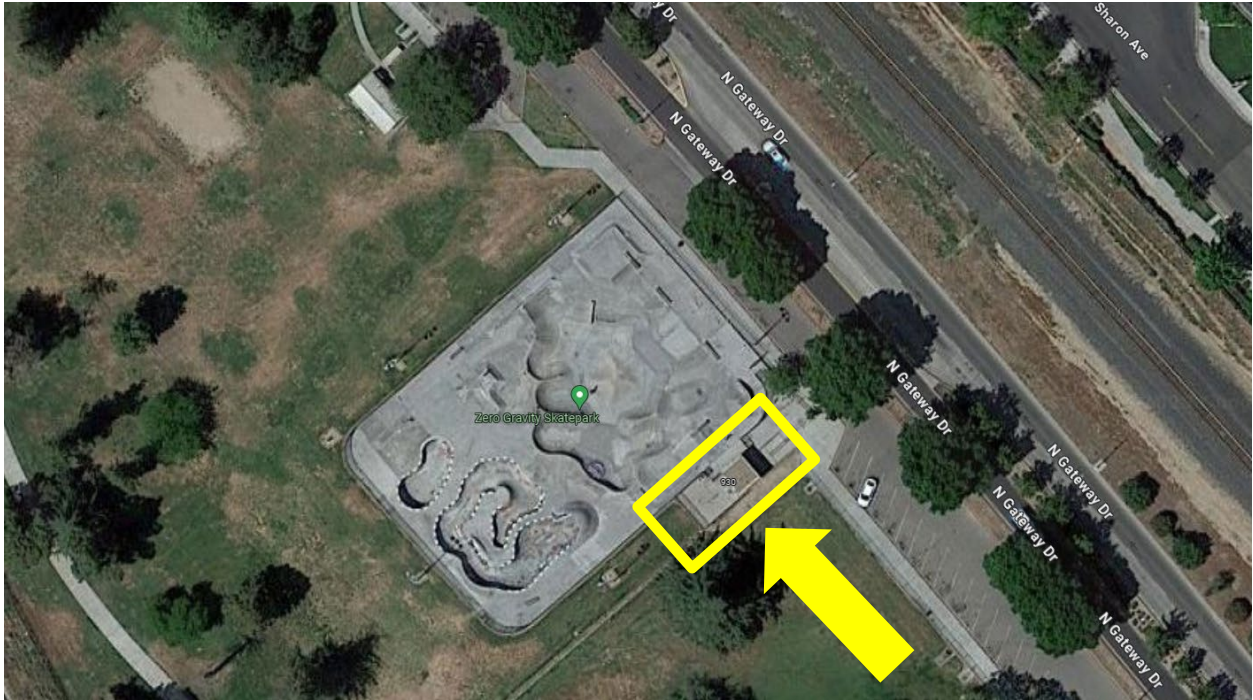
Budget Appropriations: Res. 23-

Budget Adjustments for Fiscal Year 2023/24

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund / Community & Rec. Centers	10206240	7030	Facilities and Improvements	12,593 \$	-
				\$ 12,593	\$ -

ATTACHMENT 2:

Map Location of the Office/Concession Stand at Zero Gravity Skatepark



ATTACHMENT 3:

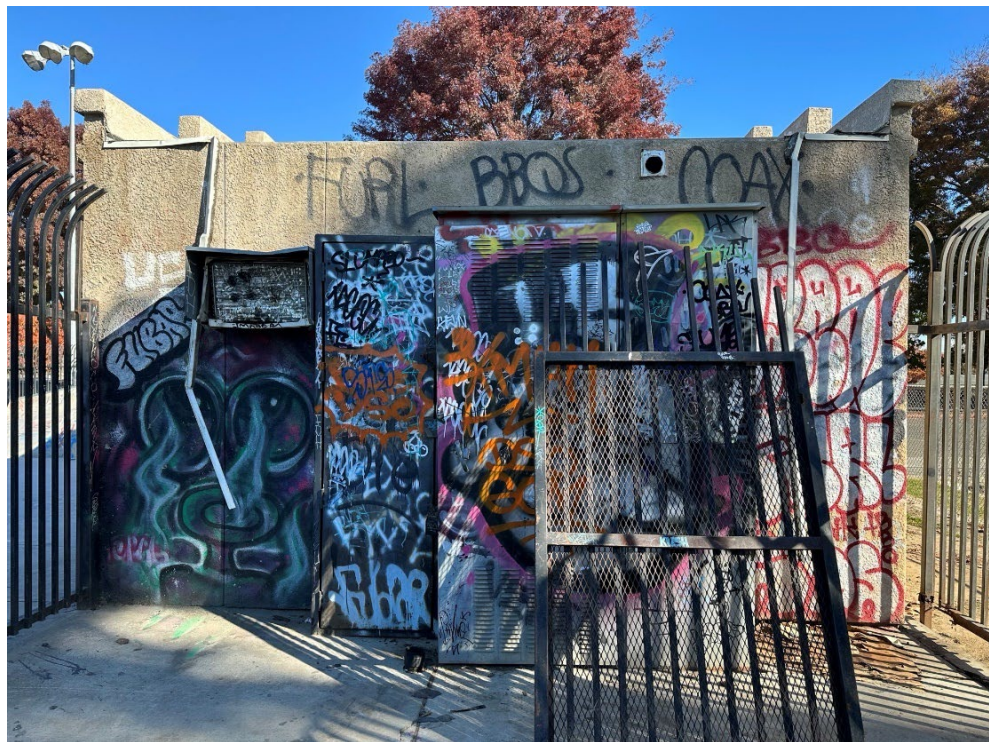
Current Photos of the Office/Concession Stand Building Conditions



Picture Above: Side view of building from parking lot and skatepark entrance.



Picture Above: View of the former front entrance of the building, where concession sales/office services were carried out on the skatepark platform.



Pictured Above: Side view of the building from the park area.



Pictured Above: Side view of the back of the building from the park area.



Pictures Above: Entrance door to the building has been welded shut for several years now to deter unauthorized entrances or vandalism to the inside of the building.



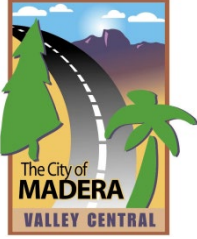
Pictured Above: Electrical wire vandalism and damages to the building example.



Pictured Above: Additional electrical wire vandalism and damages to the building example.



Pictured Above: Structural damage to the building example.



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: D-3

SUBJECT:

Mexican American Center Cleanup and Structural Engineering Assessment

RECOMMENDATION:

Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Item Related to the Mexican American Center Cleanup Efforts and Structural Engineering Assessment for \$11,100

SUMMARY:

The Mexican American Center, located at 716 Columbia Street, Madera, CA 93638, has recently had unanticipated costs associated requiring Council attention and a budget adjustment to reconcile incurred expenses. A recently incurred expense includes the cleanup of the interior of the building from excessive litter and debris due to a series of trespassing incidents in the building and vandalism thereafter. Another expense is for the completion of a structural engineering assessment to determine if a structural retrofit of the building is financially feasible. These total an unforeseeable cost of \$11,100 needing a budget adjustment to reconcile the expenses.

DISCUSSION:

On October 2, 2023, the Madera Police Department (PD) responded to a call at the location of the Mexican American Center. During this time, it was discovered the building had been broken into, had been severely vandalized, and was in such a state of disarray with extensive amounts of trash, litter, feces, and general debris at the center. The center's status was immediately communicated with the Parks and Community Services Department (PCS). Immediately PCS staff completed a site visit of the center to assess damage and the extent of trespassing into the building. Staff were not equipped to address the level of cleanup needed at the center at the time of the visit.

An additional walk-through was conducted by the City Manager, Parks & Community Services Director, Human Resources Director, Chief Building Official, Building Inspectors, and Public Works Department staff to further understand the level of vandalism that had occurred at the site, and to assess a plan of action. Plan included:

- Immediate clean-up of the center that includes the removal of litter, trash, feces, and all materials inside the building, leaving the building empty from the inside.
- Completion of a structural engineering assessment to determine if a structural retrofit of the building is financially feasible and in the best interest of the City.

To date, the center has been cleaned out. All litter has been removed from the inside of the building. No furniture or center-related items were salvaged. The cleanup took place on December 5, 2023, and was completed by O&E Transportation LLC. Photos of the “Before” and “After” conditions of the building as Attachment 3.

Staff has also secured the services of a structural engineer for the assessment. The cost of the assessment, which would include a conditional and seismic assessment of the center, is \$5,000. The conditional assessment portion of the assessment would assess the building conditions and visible structural framing. The seismic portion of the assessment would provide a broad indication of the expected performance of the center taking into account its type, age of construction, local seismicity, ground conditions, and usage to determine the related risks of the building. Ultimately, the assessment will guide the City in determining the next steps for the center. The structural engineering assessment should be finalized by Monday, December 18, 2023.

FINANCIAL IMPACT:

The financial impact associated with this report includes the cleanup costs of the Mexican American Center, as well as the cost of the structural engineering assessment. The cost of the cleanup conducted was \$6,100. The cost of the structural engineering assessment will be \$5,000. In total, this puts the budget adjustment request at \$11,100.

ALTERNATIVES:

The Council may elect not to accept a Resolution amending the City’s Fiscal Year 2023/24 Budget approving a related expenditure line item related to the cleanup of the Mexican American Center, as well as the structural engineering assessment. This will result in funds being taken from a budgeted amount in the Community & Recreation Centers budget, #10206240-6428 Repairs line. This account has \$15,000 budgeted to carry out general repairs for all Parks & Community Services facilities including the John Wells Youth Center, Pan-American Center, Frank Bergon Senior Center, etc., for the Fiscal Year.

ATTACHMENTS:

1. Resolution – Budget Adjustment
 - a. Exhibit A – Budget Adjustment
2. Map Location of the Mexican American Center
3. Before and After Photos

ATTACHMENT 1

Resolution – Budget Adjustment

Exhibit A – Budget Adjustment

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2023/24 BUDGET
APPROVING A RELATED EXPENDITURE LINE ITEM RELATED TO THE
MEXICAN AMERICAN CENTER CLEANUP EFFORTS AND STRUCTURAL
ENGINEERING ASSESSMENT FOR \$11,100**

WHEREAS, the City Council previously adopted a City-wide Budget for the 2023/24 Fiscal Year; and

WHEREAS, the Parks & Community Services Department is requested to amend the Fiscal Year 2023/24 Budget to approve an expenditure of \$11,100; and

WHEREAS, the expenditure relates to the cleanup and structural engineering assessment of the Mexican American Center; and

WHEREAS, the cleanup efforts were necessary after the trespassing into the building and vandalism inside; and

WHEREAS, the structural engineering assessment is needed to determine the next steps for the building.

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.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

* * * * *

**EXHIBIT A
CITY OF MADERA**

Budget Appropriations: Res. 23-

Budget Adjustments for Fiscal Year 2023/24

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund / Community & Rec. Centers	10206240	6428	Repairs	11,100 \$	-
				\$ 11,100	\$ -

ATTACHMENT 2:

Mexican American Center located at 716 Columbia Street, Madera, CA 93638



ATTACHMENT 3:

Before Photos









After Photos

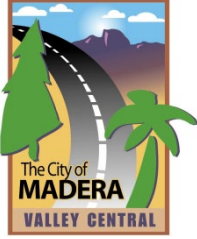






12/05/2023





REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez

Ismael Hernandez, Public Works Operations Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: D-4

SUBJECT:

Emergency Repairs to Centrifuge #1 at Wastewater Treatment Plant

RECOMMENDATION:

Adopt a Resolution Affirming the Emergency Repair to Centrifuge #1 at Wastewater Treatment Plant and Ratifying the Award of Contract as an Exception to Competitive Bidding Process

SUMMARY:

During January 2023, standard procurement procedures were followed to obtain three bids to rebuild centrifuge #1 at the Wastewater Treatment Plant, a purchase order was obtained, and Centrisys was awarded the job for \$33,700. However, during the disassembly and inspection phase, it became evident that the centrifuge required additional parts and labor beyond the initial scope to restore it to proper running condition. Given the urgency as the centrifuge was disabled, Centrisys proceeded with the necessary additional repairs to ensure its functionality.

Regrettably, due to unforeseen complications identified during the inspection, the final invoice amount exceeded the initial estimate, totaling \$72,921.18. The additional costs were essential to fully restore the centrifuge's operational capacity and maintain the efficiency of our wastewater treatment processes.

DISCUSSION:

There are two centrifuges at the Wastewater Treatment Plant. Both must run at 100 percent capacity to avoid effluent emissions that would violate State Water Resources Control Board guidelines. When centrifuge #1 needed to be rebuilt, three quotes were obtained and Centrisys, the manufacturer of the centrifuge, was awarded with a bid of \$33,700.

A centrifuge is a critical piece of equipment used in the treatment of wastewater. Its primary function is to separate solids from liquid waste in a process called centrifugal sedimentation or

centrifugation. Wastewater contains a mixture of solid and liquid components. The centrifuge spins rapidly, creating centrifugal force, which causes the heavier solids in the wastewater to move outward toward the walls of the centrifuge.

Centrifuges play a crucial role in wastewater treatment by significantly reducing the amount of solids in the treated water, making it safer for discharge into the environment or further treatment.

After removal and disassembly, further inspection revealed that additional parts and labor were needed due to restore the centrifuge to proper running conditions, which increased the quote to \$72,921.18. The rebuild included replacing bearings and seals, as well as replacing missing tiles, broken nozzles, the feed chamber, and balancing of the bowl and scroll. Because the centrifuge was in a state of disassembly at the rebuild facility, it was impractical to seek new bids for the additional repairs that were needed. Furthermore, until the centrifuge was restored to 100 percent operational capacity, the Wastewater Treatment Plant could not operate as efficiently or effectively as is needed to potentially avoid violating State guidelines, thus the additional repairs were deemed to be an emergency and Centrisys was authorized to continue the rebuild while performing the needed repairs.

The centrifuge has been rebuilt, was returned to operation in May 2023, and is functioning well.

FINANCIAL IMPACT:

The unexpected costs from the additional repairs required during the rebuild process amounting to \$72,921.18 will be paid from the Sewer Fund. This fund has been designated for the maintenance, upgrades, and repairs to our wastewater treatment infrastructure.

Utilizing the Sewer Fund for these repairs is a judicious decision to maintain the efficiency and functionality of the plant. Ensuring the optimal performance of these systems is paramount to upholding environmental standards and serving the community effectively.

ALTERNATIVES:

Upon thorough evaluation and assessment during the rebuild process, given the critical nature of this equipment and the urgency to maintain uninterrupted wastewater treatment operations, there were no reasonable or feasible alternatives to pursue in lieu of the necessary rebuild and repairs.

ATTACHMENTS:

1. Resolution
2. Centrisys Invoice
3. Centrisys Repair Inspection Report and Quote

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE PURCHASE ORDER CHANGE ORDER
REQUEST, AFFIRMING THE EMERGENCY REPAIR, AND RATIFYING THE
EXPENDITURE OF FUNDS FOR THE EMERGENCY REPAIR TO CENTRIFUGE
#1**

WHEREAS, In January 2023, standard procurement procedures were followed to obtain three bids to rebuild centrifuge #1 at the Wastewater Treatment Plant, a purchase order was obtained, and Centrisys was awarded the job for \$33,700; and

WHEREAS, during the disassembly and inspection process, it was discovered that additional parts and labor were needed to restore the centrifuge to proper running condition, which brought the cost to rebuild and repair the centrifuge to \$72,921.18; and

WHEREAS, time was of the essence to repair and return the centrifuge to operation to avoid violating State Water Resources Board guidelines; and

WHEREAS, because the centrifuge was in a state of disassembly at the rebuild facility, thus rendering it impractical to seek new bids for the additional repairs; and

WHEREAS, the additional needed repairs constituted an emergency and thus justified an exception to the competitive bidding process.

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

1. The above recitals are true and correct.
2. The cost of rebuild and repairs constituted an emergency.
3. The Purchase Order Change Order Request is approved.
4. Centrisys shall be paid \$72,921.18 for services rendered.
5. The resolution is effective immediately upon adoption.

* * * * *



INVOICE

Invoice Number: PSI-31436

Centrifuge-Systems, LLC
 9586 58th Place
 Kenosha, WI 53144
 Phone: (262)654-6006
 Fax: (262)764-8705

Invoice Date 7/17/2023	Due Date 8/16/2023	Ship Date 7/14/2023
Customer ID C000435		

Bill City of Madera
 To: Finance Department
 205 West 4th Street
 Madera, CA 93637

Ship City of Madera WWTP
 To: 13048 Road 21 1/2
 Madera, CA 93637

Terms Net 30	Order # SO-25044	Ext Doc No. PO 30230236	Ship Via Centrisys Delivery	Shipping Agent Service	Loc Code STOCKTON
-----------------	---------------------	----------------------------	--------------------------------	------------------------	----------------------

Job #	Number	Description	<u>Qty</u> <u>Order</u>	<u>Unit</u>	<u>Qty</u> <u>Shipped</u>	<u>Unit Price</u>	<u>Discount</u> <u>Unit Price</u>	<u>Discount</u>	<u>Total Price</u>
13333-01	AM-JT-CS18-4	Parts for Repair of Centrisys CS18-4	1	Each	1	21,940.00	21,940.00		21,940.00
13333-01	AM-JT-CS18-4	Labor for Repair of Centrisys CS18-4	1	Each	1	26,780.00	26,780.00		26,780.00
13333-01	AM-JT-CS18-4	Site Service Labor - Installation	1	Each	1	2,950.00	2,950.00		2,950.00
13333-02	AM-JT-VT 1071S	Parts for Repair of 1071S Rotodiff	1	Each	1	15,650.00	15,650.00		15,650.00
13333-02	AM-JT-VT 1071S	Labor for Repair of 1071S Rotodiff	1	Each	1	2,500.00	2,500.00		2,500.00

E-Mail: Accounting@centrisys.us	Phone: (262)654-6006	Fax: (262)764-8705
--	-----------------------------	---------------------------

Amount Subject to Sales Tax 37,590.00	Amount Exempt from Sales Tax 32,230.00	Subtotal: 69,820.00
		Total Sales Tax: 3,101.18



Total: 72,921.18







Repair Inspection Report and Quote			
Customer:	The City of Madera	Centrifuge Mfr.	Centrifuge
Street	13048 Road 21 1/2	Model No.	CS18-4
City State Zip	Madera, CA 93637	Serial No.	
Contact:	Peter Gallegos	Rotodiff Gearbox Model No.	1071S
Office Phone:	559-661-5467	Rotodiff Gearbox Serial No.	
Cell Phone:	209-349-2179	Hydraulic Pump Model No.	
E-Mail:	pgallegos@madera.gov	Hydraulic Pump Serial No.	
CC:		Job No.	13333-01
Date:	4-13-23	P.O. No.	
Description: CS18-4 rotating assembly and 1071S rotodiff gearbox.			
Scope: Inspect and repair			




ESTIMATE

Parts for Repair of Rotating Assembly	\$ 21,940.00
Labor for Repair of Rotating Assembly	\$ 26,780.00
Parts for Repair of Rotodiff	\$ 15,650.00
Labor for Repair of Rotodiff	\$ 2,500.00
Site Service - Installation	\$ 2,950.00
TOTAL	\$ 69,820.00






TERMS

Terms	Net 30
Delivery	2 to 4 weeks ARO
FOB:	Stockton, CA
Warranty	6 months on repaired/replaced parts
Quote valid for 30 days. Centrisys reserves the right to adjust this estimate.	










	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
	Bowl	Balance <input checked="" type="checkbox"/> Replace all bearings & seals <input checked="" type="checkbox"/>	Balance <input checked="" type="checkbox"/> Replace all bearings & seals <input checked="" type="checkbox"/>	Replace all bearings and seals.	
1.	Bowl Center Section Inner Surface No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input checked="" type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Blast for cleanup <input type="checkbox"/> Repair <input type="checkbox"/> Wear bead <input checked="" type="checkbox"/> Replace ___ ceramic tiles <input type="checkbox"/> Weld repair <input type="checkbox"/>	No action <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Blast for cleanup <input type="checkbox"/> Repair <input type="checkbox"/> Wear bead <input type="checkbox"/> Replace ___ ceramic tiles <input type="checkbox"/> Weld repair <input type="checkbox"/>	Shows wear. No action required.	
2.	Bowl Center Section Outer Surface No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Baffle groove damage <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Blast for cleanup <input type="checkbox"/> Repair <input type="checkbox"/> Weld repair <input type="checkbox"/>	No action <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Blast for cleanup <input type="checkbox"/> Repair <input type="checkbox"/> Weld repair <input type="checkbox"/>	Shows mineral build up. Recommend more maintenance.	
3.	Bowl Center Section 3ph Oil Nozzles No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Repair ___ nozzle holes <input type="checkbox"/> Replace ___ nozzles <input type="checkbox"/>	No action <input checked="" type="checkbox"/> Repair ___ nozzle holes <input type="checkbox"/> Replace ___ nozzles <input type="checkbox"/>	No action required.	
4.	Bowl Center Section Wear Strips No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/> Missing <input type="checkbox"/>	No action necessary <input type="checkbox"/> Repair <input type="checkbox"/> Replace ___ strips <input type="checkbox"/> Weld repair <input type="checkbox"/> Add strips <input type="checkbox"/>	No action <input type="checkbox"/> Repair <input type="checkbox"/> Replace ___ strips <input checked="" type="checkbox"/> Weld repair <input type="checkbox"/> Add strips <input type="checkbox"/>	Recommend replacing 12 wear strips in bowl.	
5.	Bowl Conical Inner Surface No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Blast for cleanup <input type="checkbox"/> Repair <input type="checkbox"/> Replace <input checked="" type="checkbox"/> Wear bead <input type="checkbox"/> Replace ___ ceramic tiles <input type="checkbox"/> Weld repair <input type="checkbox"/>	No action-rush repair <input checked="" type="checkbox"/> Blast for cleanup <input type="checkbox"/> Repair <input type="checkbox"/> Replace <input type="checkbox"/> Wear bead <input type="checkbox"/> Replace ___ ceramic tiles <input type="checkbox"/> Weld repair <input type="checkbox"/>	No action required.	


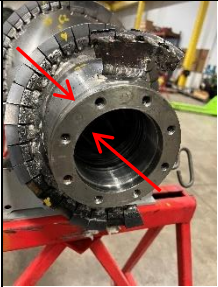

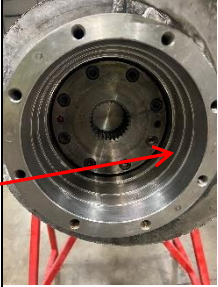

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
6.	Bowl Conical Outer Surface No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input checked="" type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary Blast for cleanup Repair Weld repair	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Blast for cleanup <input type="checkbox"/> Repair <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Shows signs of product build up, <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
7.					
8.	Bowl Conical Section Wear Strips No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/> Missing <input type="checkbox"/>	No action necessary Repair ___ strips Replace ___ strips Weld repair Add strips	<input type="checkbox"/> No action <input type="checkbox"/> Repair ___ strips <input checked="" type="checkbox"/> Replace ___ strips <input type="checkbox"/> Weld repair <input type="checkbox"/> Add strips	<input type="checkbox"/> Replace 12 wear strips. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9.	Bowl Conical Discharge Nozzles No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Missing <input type="checkbox"/> Broken <input type="checkbox"/>	No action necessary Rotate ___ nozzles Repair ___ nozzles Replace <u>4</u> nozzles	<input type="checkbox"/> No action <input type="checkbox"/> Rotate ___ nozzles <input type="checkbox"/> Repair ___ nozzles <input type="checkbox"/> Replace <u>4</u> nozzles	<input type="checkbox"/> Nozzles are thinning. <input type="checkbox"/> Recommend replacing 4 nozzles. <input checked="" type="checkbox"/>	
10.	Solid End Headwall External Fits No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary Restore to specification Machine Chrome and grind Weld repair	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Solid end external fits are within specs. No action required. <input type="checkbox"/> <input type="checkbox"/>	
11.	Solid End Headwall Main Bearing Fit No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary Restore to specification Machine Chrome and grind Weld repair	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Main bearing within tolerance, no action required. <input type="checkbox"/> <input type="checkbox"/>	









	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
12.	Solid End Headwall Pulley Fits (external) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary Restore to specification Machine Chrome and grind Weld repair	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Pulley fits are within tolerance, no action required. <input type="checkbox"/>	
13.	Needle Bearing Retaining Plate No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary Machine Weld repair Polish Replace	<input checked="" type="checkbox"/> No action necessary <input type="checkbox"/> Machine <input type="checkbox"/> Weld repair <input type="checkbox"/> Polish <input type="checkbox"/> Replace	<input checked="" type="checkbox"/> Normal wear and tear, no action required. <input type="checkbox"/>	
14.	Solid End Headwall Internal Fits No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary Restore to specification Machine Chrome and grind Weld repair	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair Replace	<input checked="" type="checkbox"/> Internal fits are within tolerance. No action required. <input type="checkbox"/>	
15.	Solid End Headwall- Needle Bearing Fit (internal) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary Restore to specification Machine Chrome and grind Weld repair Polish	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair <input type="checkbox"/> Polish Replace	<input checked="" type="checkbox"/> Needle bearing fit is within specifications, no action required. <input type="checkbox"/>	
16.					






	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
17.	Liquid End Headwall Fits (External) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair <input type="checkbox"/>	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Liquid end headwall external fits are within tolerance. No action required.	
18.	Liquid End Headwall Main Bearing Fit (External) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair <input type="checkbox"/>	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Main bearing fit is within tolerance, no action required.	
19.	Liquid End Headwall Carrier Fits (External) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair <input type="checkbox"/>	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Carrier fits are within tolerance, no action required.	
20.	Liquid End Headwall Fits (Internal) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair <input type="checkbox"/>	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair	<input checked="" type="checkbox"/> Internal fits are within tolerance, no action required.	
21.	Thrust Bearing Ret. Plate OR Idler Bearing (Liquid End Assy) No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/> Damaged <input type="checkbox"/> Missing <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary <input type="checkbox"/> Repair <input type="checkbox"/> Replace <input checked="" type="checkbox"/> Weld repair <input type="checkbox"/> Machine <input type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Replace <input type="checkbox"/> Weld repair <input type="checkbox"/> Machine <input type="checkbox"/> Replace	<input type="checkbox"/> Shows signs of damage. <input type="checkbox"/> Recommend replacing.	







	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
22.					
23.	Liquid End Headwall Thrust Bearing Fit (Internal) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input checked="" type="checkbox"/> Weld repair <input type="checkbox"/>	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Machine <input type="checkbox"/> Chrome and grind <input type="checkbox"/> Weld repair <input type="checkbox"/> Replace	<input checked="" type="checkbox"/> Thrust bearing within tolerance, no action required. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
24.	Scroll	Balance <input checked="" type="checkbox"/> Replace all bearings & seals <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Balance <input checked="" type="checkbox"/> Replace all bearings & seals	<input checked="" type="checkbox"/> Recommend replacing all bearings and seals.	
25.	Scroll Flights No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/> Broken <input type="checkbox"/> Missing <input type="checkbox"/>	No action necessary <input type="checkbox"/> Flights damaged <input type="checkbox"/> Weld repair flights <input type="checkbox"/> Add gussets <input type="checkbox"/> Repair/Add wear protection <input checked="" type="checkbox"/> Blast for cleanup <input type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Weld repair flights <input checked="" type="checkbox"/> Add gussets <input type="checkbox"/> Repair/Add wear protection <input type="checkbox"/> Blast for cleanup	<input type="checkbox"/> Recommend Replacing bent/damaged flights <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
26.					
27.	Scroll Tungsten Carbide Hard facing No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/> Broken <input type="checkbox"/> Missing <input type="checkbox"/>	No action necessary <input type="checkbox"/> Repair TC Hard facing <input checked="" type="checkbox"/> Flights damaged <input type="checkbox"/> Weld repair flights <input type="checkbox"/>	<input type="checkbox"/> No action <input checked="" type="checkbox"/> Repair TC Hard facing <input type="checkbox"/> Weld repair flights	<input type="checkbox"/> Severe hard face wear. <input checked="" type="checkbox"/> Recommend repairing hard facing.	







	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
28.					
29.	Scroll Tiles No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Broken/Cracked <input checked="" type="checkbox"/> Missing <input type="checkbox"/>	No action necessary <input type="checkbox"/> Repair ___ tiles <input type="checkbox"/> Replace <u>132</u> tiles <input type="checkbox"/> Weld repair <input type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Repair ___ tiles <input checked="" type="checkbox"/> Replace <u>132</u> tiles <input type="checkbox"/> Weld repair	<input type="checkbox"/> Carbide insert on tiles are missing and cracked. <input checked="" type="checkbox"/> Recommend replacing 132 tiles.	
30.					
31.	Scroll Feed Nozzles No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input checked="" type="checkbox"/> Severe wear <input type="checkbox"/> Broken/Cracked <input type="checkbox"/> Missing <input type="checkbox"/>	No action necessary <input type="checkbox"/> Repair ___ feed nozzles <input type="checkbox"/> Rotate ___ feed nozzles <input type="checkbox"/> Replace <u>9</u> feed nozzles <input checked="" type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Repair ___ feed nozzles <input type="checkbox"/> Rotate ___ feed nozzles <input checked="" type="checkbox"/> Replace <u>9</u> feed nozzles	<input type="checkbox"/> Nozzles are thinning on corners. Recommend replacing nozzles.	
32.	Scroll Feed Chamber No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/> Solids build up <input type="checkbox"/>	No action necessary <input type="checkbox"/> Clean <input type="checkbox"/> Repair <input type="checkbox"/> Weld and grind repair <input type="checkbox"/> Replace Tiles <input checked="" type="checkbox"/> Repair Wear Protection <input type="checkbox"/> Blast for cleanup <input type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Clean <input type="checkbox"/> Repair <input type="checkbox"/> Weld and grind repair <input type="checkbox"/> Replace Tiles <input checked="" type="checkbox"/> Repair Wear Protection <input type="checkbox"/> Blast for cleanup	<input type="checkbox"/> Wear protection has done its job, but needs to be replaced.	
33.	Scroll Pre-Chamber No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Solids build up <input type="checkbox"/>	No action necessary <input type="checkbox"/> Clean <input type="checkbox"/> Repair <input checked="" type="checkbox"/>	<input type="checkbox"/> No action <input checked="" type="checkbox"/> Clean <input type="checkbox"/> Repair	<input type="checkbox"/> No action required.	

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
34.	Scroll Rear Chamber No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary <input type="checkbox"/> Clean <input checked="" type="checkbox"/> Repair	<input type="checkbox"/> No action <input checked="" type="checkbox"/> Clean <input type="checkbox"/> Repair	<input type="checkbox"/> No leaks in rear chamber. <input checked="" type="checkbox"/>	
35.	Scroll Solid End Needle Bearing Fits Or Idler Shaft Fits (Internal) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Damaged <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary Restore to specification Repair Machine and sleeve Polish	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve <input type="checkbox"/> Polish	<input checked="" type="checkbox"/> Idler shaft fit is within tolerance, no action required. <input type="checkbox"/>	
36.	Scroll Solid End Idler Shaft No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/> Damaged <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary Repair Replace	<input type="checkbox"/> No action <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Severe wear noticed on idler shaft, recommend replacing. <input checked="" type="checkbox"/>	
37.	Scroll Liquid End Thrust Bearing Fits (Internal) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Damaged <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary Restore to specification Repair Machine and sleeve	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve	<input checked="" type="checkbox"/> Thrust bearing fits are within tolerance, no action required. <input type="checkbox"/>	
38.	Pulley No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Damaged <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary Restore to specification Repair Machine and sleeve Replace Paint	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve <input type="checkbox"/> Replace <input type="checkbox"/> Paint	<input checked="" type="checkbox"/> Pulley shows normal wear, no action required. <input type="checkbox"/>	

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
39.	Carrier 6 12 16 Holes No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input checked="" type="checkbox"/> Severe wear <input type="checkbox"/> Damaged <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve <input type="checkbox"/> Replace <input type="checkbox"/> Paint <input type="checkbox"/>	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve <input type="checkbox"/> Replace <input type="checkbox"/> Paint	<input checked="" type="checkbox"/> Carrier is in good condition and in tolerance, no action required. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
40.					
41.	Solid End Pillow block No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Damaged <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary <input checked="" type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve <input type="checkbox"/> Replace <input type="checkbox"/> Paint <input type="checkbox"/>	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve <input type="checkbox"/> Replace <input type="checkbox"/> Paint	<input checked="" type="checkbox"/> Solid end pillow block is within specifications. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
42.					

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
43.	Main Bearing Cover Plate Outer (SE) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Broken <input type="checkbox"/> Missing <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary Repair Replace Weld repair Paint	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Repair <input type="checkbox"/> Replace <input type="checkbox"/> Weld repair <input type="checkbox"/> Paint	<input checked="" type="checkbox"/> Cover plate is good and can be reused.	
44.	Main Bearing Cover Plate Inner (SE) No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Broken <input type="checkbox"/> Missing <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/>	No action necessary Repair Replace Weld repair Paint	<input checked="" type="checkbox"/> No action <input type="checkbox"/> Repair <input type="checkbox"/> Replace <input type="checkbox"/> Weld repair <input type="checkbox"/> Paint	<input checked="" type="checkbox"/> Cover plate is good and can be reused.	
45.	Liquid End Pillow block No damage <input type="checkbox"/> Normal wear <input checked="" type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input type="checkbox"/> Damaged <input type="checkbox"/> Runout <input type="checkbox"/> Undersized (Dimensional) <input type="checkbox"/> Oversized (Dimensional) <input type="checkbox"/> Corrosion found <input type="checkbox"/>	No action necessary Restore to specification Repair Machine and sleeve Replace Paint	<input type="checkbox"/> No action <input type="checkbox"/> Restore to specification <input type="checkbox"/> Repair <input type="checkbox"/> Machine and sleeve <input type="checkbox"/> Replace <input checked="" type="checkbox"/> Paint	<input type="checkbox"/> Liquid end pillow block is within tolerance, recommend painting it.	
46.					

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
52.	Rotodiff Leak test passed <input type="checkbox"/> Leak test failed <input type="checkbox"/> Contamination <input type="checkbox"/> Metal flakes in oil <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input checked="" type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary <input type="checkbox"/> Leak & pressure tested <input type="checkbox"/> Dismantle and clean <input type="checkbox"/> Bearings & seals replaced <input checked="" type="checkbox"/> Replace ___ proximity sensors <input type="checkbox"/> Replace ___ sensor brackets <input checked="" type="checkbox"/> Paint <input checked="" type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Leak & pressure tested <input checked="" type="checkbox"/> Bearings & seals replaced <input checked="" type="checkbox"/> Replace ___ proximity sensors <input type="checkbox"/> Replace ___ sensor brackets <input type="checkbox"/> Paint	<input type="checkbox"/> Shows moderate wear. <input type="checkbox"/> Recommend replacing all bearings and seals.	
53.	Rotodiff Transfer Seal No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/>	No action necessary <input type="checkbox"/> Replace <input checked="" type="checkbox"/>	<input type="checkbox"/> No action <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Shows severe wear. Replacement is required.	
54.	Rotodiff Sealing Rings No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/>	No action necessary <input type="checkbox"/> Replace <input checked="" type="checkbox"/>	<input type="checkbox"/> No action <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Shows severe wear. Replacement is required.	
55.	Rotodiff Cam No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/>	No action necessary <input type="checkbox"/> Recondition <input type="checkbox"/> Replace <input checked="" type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Recondition <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Shows gouging on surface. Replacement is required.	
56.					
57.	Rotodiff Rotor No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/>	No action necessary <input type="checkbox"/> Lap to clean up <input type="checkbox"/> Replace ___ pistons <input type="checkbox"/> Replace ___ rollers <input type="checkbox"/> Replace entire rotor <input checked="" type="checkbox"/>	<input type="checkbox"/> No action <input type="checkbox"/> Lap to clean up <input type="checkbox"/> Replace ___ pistons <input type="checkbox"/> Replace ___ rollers <input checked="" type="checkbox"/> Replace entire rotor	<input type="checkbox"/> Rotor has gouging and deep scratches on mating surface. Replacement is required.	

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
58.	Rotodiff Distributor No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input checked="" type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary <input type="checkbox"/> Lap to clean up <input type="checkbox"/> Recondition <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> No action <input checked="" type="checkbox"/> Lap to clean up <input type="checkbox"/> Recondition <input type="checkbox"/> Replace	<input type="checkbox"/> Shows minor wear. <input checked="" type="checkbox"/> Requires lapping to clean up.	
59.	Rotodiff Stationary Shaft No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/>	No action necessary <input type="checkbox"/> Repair <input type="checkbox"/> Replace	<input type="checkbox"/> No action <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Shows severe wear. <input checked="" type="checkbox"/> Replacement is required.	
60.					
61.	Rotodiff Shaft Extension No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input checked="" type="checkbox"/> Severe wear <input type="checkbox"/>	No action necessary <input type="checkbox"/> Repair <input type="checkbox"/> Replace	<input type="checkbox"/> No action <input checked="" type="checkbox"/> Repair <input type="checkbox"/> Replace	<input type="checkbox"/> Shows minor wear. <input type="checkbox"/> Reconditioning is required.	
62.	Rotodiff Shaft Cap No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe wear <input checked="" type="checkbox"/>	No action necessary <input type="checkbox"/> Repair <input type="checkbox"/> Replace	<input type="checkbox"/> No action <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Shows severe wear. <input checked="" type="checkbox"/> Replacement is required.	
63.	Rotodiff Shaft Cap No damage <input type="checkbox"/> Normal wear <input type="checkbox"/> Minor wear <input type="checkbox"/> Severe damage <input checked="" type="checkbox"/>	No action necessary <input type="checkbox"/> Repair <input type="checkbox"/> Replace	<input type="checkbox"/> No action <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Shows severe Damage. <input checked="" type="checkbox"/> Replacement is recommended.	

NOTE:

Very high operating temperature, pressure and especially contamination will adversely affect Rotodiff life expectancy. In severe conditions, increase oil change and filter interval to 2500-3000hrs.

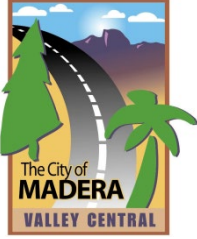
When oil filter vase has metallic particles in it and plugs frequently, DO NOT continue to run Rotodiff.

Send Rotodiff in for inspection! Recommended Rotodiff inspection intervals are 15000 hours under normal operating conditions.


If a badly worn Rotodiff is continuously run despite a plugged filter, a catastrophic failure can result and parts of the Rotodiff can be drawn in by the pump unit or plug up the suction strainer, if equipped, and cause the pump to fail as well.

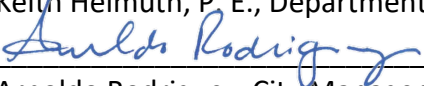
ALWAYS CLEAN THE TANK, REPLACE ALL FILTERS AND STRAINERS AND FLUSH THE HOSES WITH CLEAN OIL BEFORE STARTING THE UNIT AFTER A REPAIRED OR NEW ROTODIFF IS INSTALLED.

THEN REPLACE FILTER AGAIN AFTER 200 HOURS.



REPORT TO CITY COUNCIL

Approved by 
Keith Helmuth, P. E., Department Director


Arnaldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: E-1

SUBJECT:

Informational Report – Proposed Changes to Timed Parking Restrictions Within the Madera Downtown Business Improvement Area

RECOMMENDATION:

This is an informational report. No recommendations from the City Council (Council) are requested though staff is appreciative of any that are received

SUMMARY:

As result of a recent inquiry regarding possible confusion over different timeframes for 2-Hour parking restrictions, staff has determined that all signs should be consistent in that 2-Hour restrictions are effective between the hours of 9 am and 6 pm within the Parking District limits of the Madera Downtown Business Improvement Area (Improvement Area) as illustrated in Exhibit 1. The Improvement Area was originally formed in 1975 though City Clerk's office files appear to show relative inactivity, at least from a Council perspective, until about 1993 when the Improvement District was expanded for the first time and adjusted the basis for assessments.

DISCUSSION:

The recent inquiry noted that some signs within the Improvement Area are set to a two-hour maximum limit between the hours of 7 am and 6 pm, except Sundays while others are in effect between 9 am and 6 pm, except Sundays. A few also exclude holidays. In addition, the first hour of the restriction may switch from 7 to 9 between signs and may do so multiple times within a relatively short distance thus leaving uncertainty what the actual time frame is between signs. Documentation available for review does not provide a basis for the method in which signs should be installed or for the differing times.

Though there may have been individual determinations of need at the time the signs were installed, it is apparent that the City's Uniform Traffic Ordinance (UTO) published by the League

of California Voters in 1964 was not consulted or was set aside for an unknown reason(s). For two-hour restrictions, the UTO allows for 9 am to 6 pm while also excepting "Sunday (s and holidays)". Reviewing the UTO in the context that now exists, staff does not believe the authority currently exists outside of the UTO to maintain a set of signs with varied restrictions. As such, the signs will be replaced at the next opportunity following this meeting with a consistent 9 am to 6 pm except Sunday restriction. The holidays exception will not be added to the new signs or removed from others as this could have an unanticipated negative impact given the number of signs to which the exception would be updated. Excluding the exception appears to be reasonable as the UTO highlights the exception to holidays in parenthesis as if it is an option rather than a requirement.

If after conversion of the signs, there are, what appear to be, valid objections to the conversion, staff can compile the concerns, convene the Advisory Traffic Committee established by the UTO and make a determination as to whether certain signs should be revised per a superseding ordinance or a comprehensive study be conducted to determine a new Improvement Area standard that would also be implemented through a superseding ordinance by Council.

In the interim, staff has not concluded that a less restrictive time restriction would have material impacts on any business or entity as most retail business open after 9 am while offices with full time staff would not benefit from nor would they be impacted as their staff would ideally seek spaces that are available for a full workday.

FINANCIAL IMPACT:

There will be a cost of approximately \$1,500 for replacing signs approximately fifty-five signs. Cost of labor is not included in the estimate as Public Works crews will install in between other tasks. Because gas tax revenue will be used, there is no financial impacts to the General Fund.

Reduction of the time restrictions may also result in reduced parking enforcement revenue though it is unclear what the demand may currently be between the hours of 7 am and 9 am.

ALTERNATIVES:

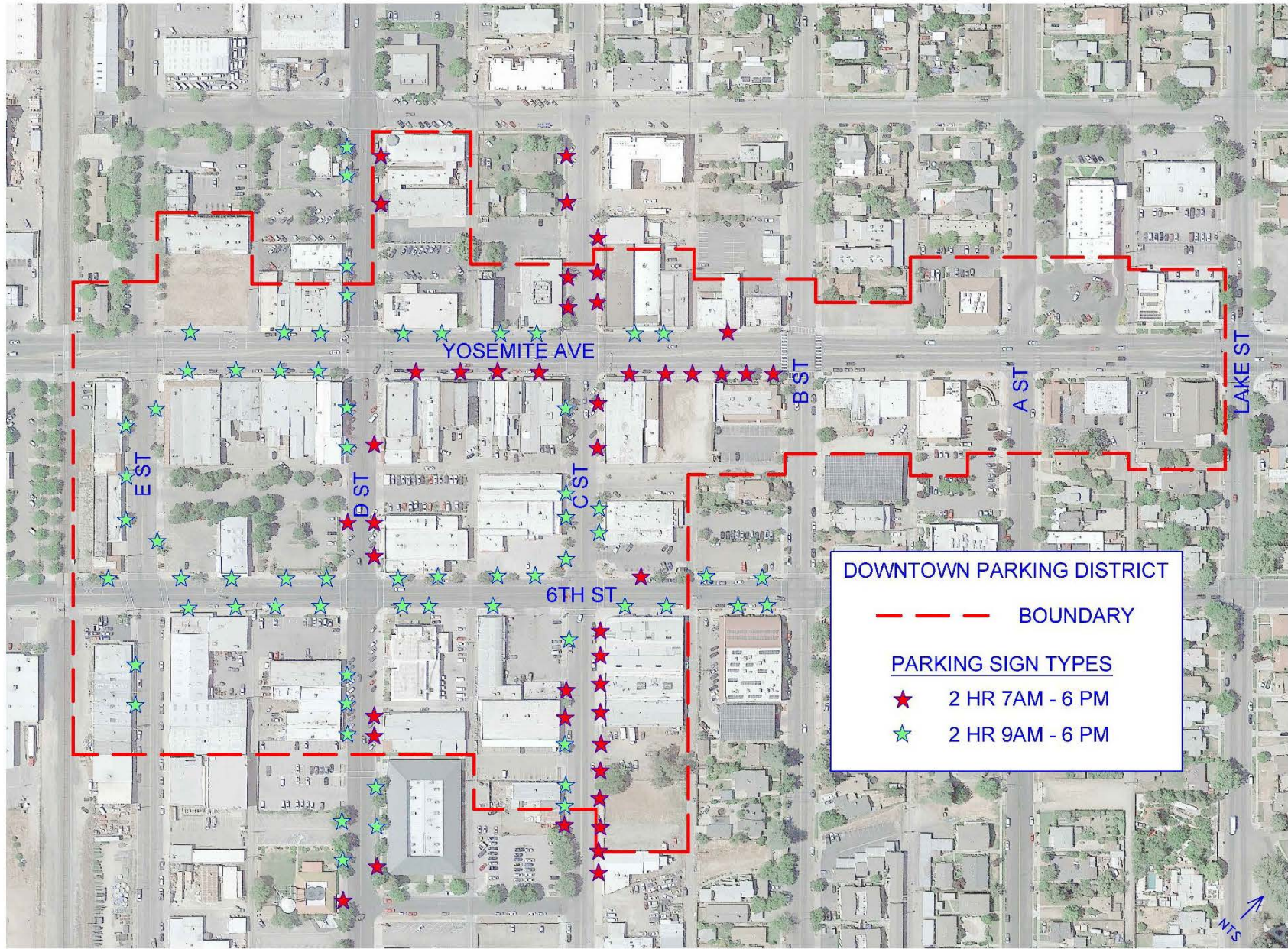
This is an informational report. As such, while comments are appreciated, no alternatives are presented at this time.

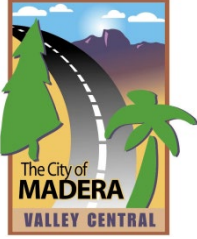
ATTACHMENTS:

1. Downtown Parking District

Attachment 1

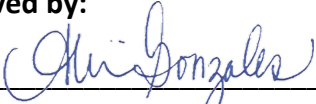
Downtown Parking District





REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: December 20, 2023

Agenda Number: E-2

SUBJECT:

2024 List of Annual Proclamations

RECOMMENDATION:

Provide Direction and Adopt a Minute Order Approving the 2024 List of Annual Proclamations from the Protocols Guidebook section concerning Ceremonial Documents

SUMMARY:

At the July 19, 2023 City Council meeting, a resolution was approved, officially adopting a chapter within the Protocols Guidebook titled "Ceremonial Documents." This resolution represented a significant milestone in establishing comprehensive guidelines to govern various Ceremonial Documents issued by the City. The policy aims to define the protocols, procedures, and standards concerning the following Ceremonial Documents:

1. Proclamation
2. Certificate of Recognition
3. Certificate of Commendation
4. Certificate of Appreciation
5. Congratulatory Certificate
6. Outgoing Mayor and Councilmembers
7. Distinguished Visitors

Attachment 1 of this report comprises the proposed list of proclamations for the upcoming year. It is important to note that any proposed modifications, additions, or removals from the attached list necessitate a majority vote by the City Council. This ensures that the final selection accurately represents the Council's collective intent and community priorities.

Following Council approval of Attachment 1 of the given calendar year, the City Clerk will circulate to Councilmembers so the Council has a list of approved annual Proclamations. Councilmembers may submit a written request to the City Clerk to be omitted from being a signatory to any given Proclamation on the approved list. Notifications to the City Clerk regarding signatory status must be provided at least one (1) month prior to the anticipated issuance.

Tables 1 and 2 provide an overview of the types of ceremonial documents.

Table 1: Ceremonial Documents that require approval by majority vote of the City Council	
Proclamation	Certificate of Recognition
<ul style="list-style-type: none"> a. Civic celebrations b. Commemorative events c. Social awareness d. Significant community-based events e. Significant anniversaries of City-based institutions, corporations, community partners, and non-profit organizations f. Retirement of City Employee (15 or more years of service) 	<ul style="list-style-type: none"> a. Exceptional accomplishments attained by local groups, businesses, civic organizations, or individuals b. Individuals or groups who have made significant contributions to the community c. Outstanding achievements or contributions by non-profit organizations d. Organizations contributing to the economic development of the City

Table 2: Ceremonial Documents that do not require approval by a majority vote of the City Council		
Certificate of Commendation	Certificate of Appreciation	Congratulatory Certificate
<ul style="list-style-type: none"> a. Acts of Heroism b. Academic/Athletic accomplishments c. Youth Development Organizations d. Non-profit organizations for a significant accomplishment or event e. Outgoing City Commissioners or Committee Members 	For significant: <ul style="list-style-type: none"> a. Monetary donations b. In-kind contributions c. Cultural contributions d. Volunteer efforts 	<ul style="list-style-type: none"> a. Milestone Birthdays b. Groundbreaking Ceremonies c. Ribbon Cutting/Grand Opening Ceremonies

FINANCIAL IMPACT:

While difficult to quantify, staff anticipates a nominal cost associated with the preparation of ceremonial documents.

ALTERNATIVES:

This item is intended to provide information and seek Council direction. Councilmembers may provide input at their discretion on the Proclamation list and introduce relevant matters to include in a future or revised Proclamation list.

ATTACHMENTS:

1. Attachment 1: List of Annual Proclamations

Attachment 1: List of Annual Proclamations

Table 1: List of annual Proclamations for calendar year 2024		
<i>Month</i>	<i>Proclamation</i>	<i>Recipient</i>
January	Human Trafficking Awareness and Prevention Month	CAPMC – Victim Services
	National Mentoring Month	Big Brothers Big Sisters
	National Law Enforcement Appreciation Day – 1/9/24	Police Department
February	Black History Month	Recipient at the discretion of Council
March	Red Cross Month	American Red Cross
April	Sexual Assault Awareness Month	CAPMC – Victim Services
May	Firefighters Day – 5/4/24	Fire Department
	Public Service Week	Local Government Employees
	Public Works Week	Public Works Department
	CASA Awareness Month	CASA of Madera & Fresno Counties
	Relay for Life	Relay for Life
	Letter Carriers’ Stamp Out Hunger Food Drive Day	United States Postal Service
June	Pride Month	Planned Parenthood
	Juneteenth Day	Recipient at the discretion of Council
July	None at this time.	-
August	National Senior Citizens Day; 8/21/24	City Senior Program
September	Old Timers Week	Madera County Historical Society
October	Breast Cancer Awareness Month	Recipient at the discretion of Council
	Indigenous People’s Day 10/14/24	Recipient at the discretion of Council
	Disability Awareness Month	City of Madera ADA Council
	Domestic Violence Awareness Month	CAPMC – Victim Services
November	Small Business Saturday; 11/30/24	Recipient at the discretion of Council
December	None at this time.	-