

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

CORRECTED

NOTICE AND AGENDA

Wednesday, December 21, 2022
6:00 p.m.

Council Chambers
City Hall

The Council Chambers will be 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: 857 2111 8838#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Rev. Sammie Neely III, Mount Zion Missionary Baptist Church

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:

A-1 Workshop on Clean California State Beautification Program – Madera Block Wall Enhancement Project

Recommendation: Receive a presentation focused on the Block Wall Enhancement Project and entertain the concept of a cooperative agreement prepared between the City, the Department of Transportation, and the Madera Arts Council for this project (Report by Joseph Hebert)

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 – 10/05/22

Recommendation: Approve the City Council Meeting Minutes of October 5, 2022

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 26, 2022 to December 9, 2022 (Report by Joy Canfield)

B-3 Informational Report on Personnel Activity

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

B-4 Adoption of Updated City of Madera Full Time Salary Schedule

Recommendation: Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule reflecting a two percent cost of living adjustment for applicable positions (Report by Wendy Silva)

B-5 Remote City Council Meetings Under Brown Act Requirements (AB 361)

Recommendation: Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days (Report by Arnaldo 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 2022 Annual Local Appointments List (Report by Alicia Gonzales)

B-7 Agreement for Affordable Care Act (ACA) Reporting Services

Recommendation: Adopt a resolution approving an agreement for 2022 ACA reporting services with Workterra (Report by Wendy Silva)

B-8 Adoption of New Purchasing Procedures Ordinance

Recommendation: Waive the Second Reading and Adoption of an Ordinance of the City of Madera Repealing Sections 2-2.501, 2-2.502, and 2-2.503 of the Madera Municipal Code and Adopting New Chapter 4 to Title II of the Madera Municipal Code Relating to Purchasing Procedures and Including Adoption of the Uniform Public Construction Cost Accounting Act and Rescinding Current Procurement Procedures that are Inconsistent with this Ordinance (Report by Joy Canfield)

B-9 Ratification of Revisions to COVID-19 Emergency Policy No. 2

Recommendation: Adopt a Minute Order ratifying issuance of Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave by the City Manager in his role as Director of Emergency Services (Report by Wendy Silva)

C. PUBLIC HEARINGS: None

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

D-1 Wastewater Pathogen Monitoring Agreement with Verily Life Sciences

Recommendation: Adopt a resolution approving a Materials Transfer Agreement with Verily Life Sciences LLC to analyze wastewater samples in support of public health monitoring (Report by Jamie Hickman)

D-2 Amendment to an Agreement with Beyaz and Patel Inc. Regarding the Loy Cook Water Tower

Recommendation: Adopt a Resolution approving Amendment No. 1 to the Consultant Services Agreement with Beyaz & Patel Inc. for the preparation of engineering plans and specifications for the renovation of the Loy Cook Water Tower in the amount to of \$119,149.37 and a contingency of 10 percent of the contract amount (Report by Keith Helmuth)

D-3 Improvement Agreement Amendment No. 1 for the Pecan Square Subdivision (Tract No. 20-S-02) Allowing Reimbursement for Park Improvements

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Improvement Agreement Authorizing Construction of Park Improvements withing the Pecan Square Subdivision and Reimbursement for Park Improvements Proposed to be Constructed by Subdivider (Report by Keith Helmuth)

D-4 Purchase of New Body-Worn Cameras (BWC) for the Police Department

Recommendation: Adopt Resolutions:

- 1) Approving the Motorola Master Customer Agreement, Online Terms Acknowledgement, and Notice to Proceed for the purchase of 48 new Motorola WatchGuard body-worn cameras and related equipment and software in the amount of \$108,934.50
- 2) Approving a Budget Amendment to the Fiscal Year 2022/23 Operating Budget to appropriate Measure K funds for the purchase of body-worn cameras (Report by Dino Lawson)

D-5 Budget Amendment to transfer from fund balance and appropriate \$200,000 for the purchase of new equipment for the new Type 1 fire engine.

Recommendation: Adopt a Resolution transferring \$200,000 from designated Fire Equipment Replacement Fund balance and appropriating the funds for purchase of new Type 1 fire engine equipment in accordance with City purchasing procedures (Report by Matthew Watson)

E. ADMINISTRATIVE REPORTS:

E-1 Update on the Fire Hydrant Maintenance Program

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

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 agendaized and which meet other requirements for action.

G. CLOSED SESSION:

**G-1 Public Employee Performance Evaluation - Pursuant to Government Code Section 54957(b)(1)
Title: City Manager**

ADJOURNMENT:

UPCOMING MEETING DATES:

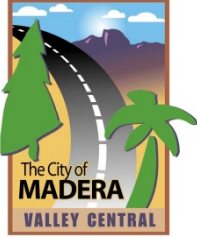
- Wednesday, January 18, 2023
- Wednesday, February 1, 2023

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Azeema Prakash, Administrative Analyst 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 21, 2022 near the front entrances of City Hall and on the City's website www.madera.gov at 2:30 p.m. on December 16, 2022.

Azeema Prakash

Azeema Prakash, Administrative Analyst



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of December 21, 2022

Joseph Hebert

Agenda Number: A-1

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Workshop on Clean California State Beautification Program – Madera Block Wall Enhancement Project

RECOMMENDATION:

Receive a presentation focused on the Block Wall Enhancement Project (Project) and entertain the concept of a cooperative agreement prepared between the City, the Department of Transportation (Caltrans), and the Madera Arts Council (Arts Council) for the project

SUMMARY:

This workshop is intended for Council to consider a request from Caltrans to enter into a cooperative agreement under the Clean California State Beautification Program (CCSBP) to fund Project along State Route 99, south of the 4th Street off-ramp, and consider the Arts Council a sub-applicant. The art would be in the form of a wall and/or column and is expected to be two-dimensional, such as a painting.

DISCUSSION:

In 2021, the State allocated over \$1.1 billion for the Clean California initiative that aimed to make a significant investment in litter collection, community engagement, and education to ultimately transform unsightly roadsides into spaces of pride for all Californians. This initiative is intended to be a statewide effort with potential projects in all 58 counties, with nearly a third of the funds going directly to cities, counties, tribes, and transit agencies to clean local streets and public spaces. Funds were allocated per the following:

- \$418M: Litter Abatement over three years
- \$287M: State Beautification Projects over two years
- \$306M: Local Beautification Projects over two years
- \$32M: Public Education over two years
- \$62M: Project Design, Construction, Local Support, and Engagement

There are four action areas the Clean California initiative focuses on, including:

1. Engage & invest in communities
2. Enhance infrastructure
3. Expand litter pick-up
4. Education

The Project falls within the State Beautification Projects funding, focusing on State Highway beautification enhancements. Caltrans District 6, which encompasses Madera, received \$26.6 million over two years and is set to fund 17 State Beautification Projects. Specifically, the Project aims to:

- Beautify the newly constructed block wall on the east side of SR 99, south of the 4th Street
- Enhancing and beautification through oleander planting and vines in front of the block wall
- Cultural connection and community placemaking through the installation of simple artistic design on the block wall

The Project must be completed by June 30, 2023. Considering that the Arts Council previously expressed an interest in engaging local artists and artwork projects, this appears to be an ideal partnership.

Program eligibility requirements note that applicants must be “a local or regional public agency, transit agency, or federally recognized tribal government,” with the opportunity for nonprofit organizations to partner with eligible applicants as sub-applicants. Thus, the City would serve as the lead applicant, with the Arts Council being the sub-applicant.

The City and the Arts Council met with Caltrans to gauge the project's feasibility and to discuss roles and expectations for each entity. While there are numerous facets to a project like this, a few key items worth highlighting:

- **Ownership:** The project would be constructed on State right-of-way. As a result, Caltrans would own the land and project.
- **Construction:** Caltrans would manage the construction of the project.
- **Maintenance:** The City would be responsible for maintaining the art and would need to obtain an easement encroachment to work within the State’s right-of-way.
- **Long-term Funding for maintenance:** Caltrans has indicated that some funding is available; however, long-term funding is questionable.

As envisioned, the City would enter into an agreement with Caltrans and a separate agreement with the Arts Council for the completion of the procurement of an artwork/artist, approval of artwork/artist, and reimbursement/billing process.

While the construction and maintenance is easier to define, selecting an artist and appropriate artwork can be subjective. While many options exist, the process can be divided into two:

1. How will an artist be selected
2. What criteria will be used to select the art

The following are some *potential* options (italics added for emphasis):

1. How will an artist be selected?

One option would be to form an Art Selection Committee (ASC) that may serve as an advisory body to the City Council. The ASC *may* be comprised of members from:

- City Council
- Arts Council
- Madera Arts Authority
- Madera Community College
- Madera Unified School District

While not prescriptive, one option could be to have a representative from each organization. The ASC may then issue a Request for Proposal (RFP). The RFP may identify criteria, such as experience, why they are interested, past work, etc. Upon completion of the Project, the ASC would dissolve.

2. What criteria will be used to select the art

It would appear appropriate that the ASC develop criteria for which submissions will be evaluated. For example, should the art focus on something the community is known for, a person, an object or a landscape, or to evoke an emotion?

Role of the City Council

Given that the City would serve as the applicant, it would appear appropriate to have the City Council serve as the decision-making body. If so, the ASC would make a recommendation to the Council for final approval.

FINANCIAL IMPACT:

If awarded, the City would act as the lead applicant for the CCSBP. The Project is estimated at \$330k. This cost estimate includes \$230K for the planting, irrigation, and landscaping portion of the project and \$100k for the art component. The funding is reimbursement-based, with budget adjustments to occur accordingly for the revenue and expenditures.

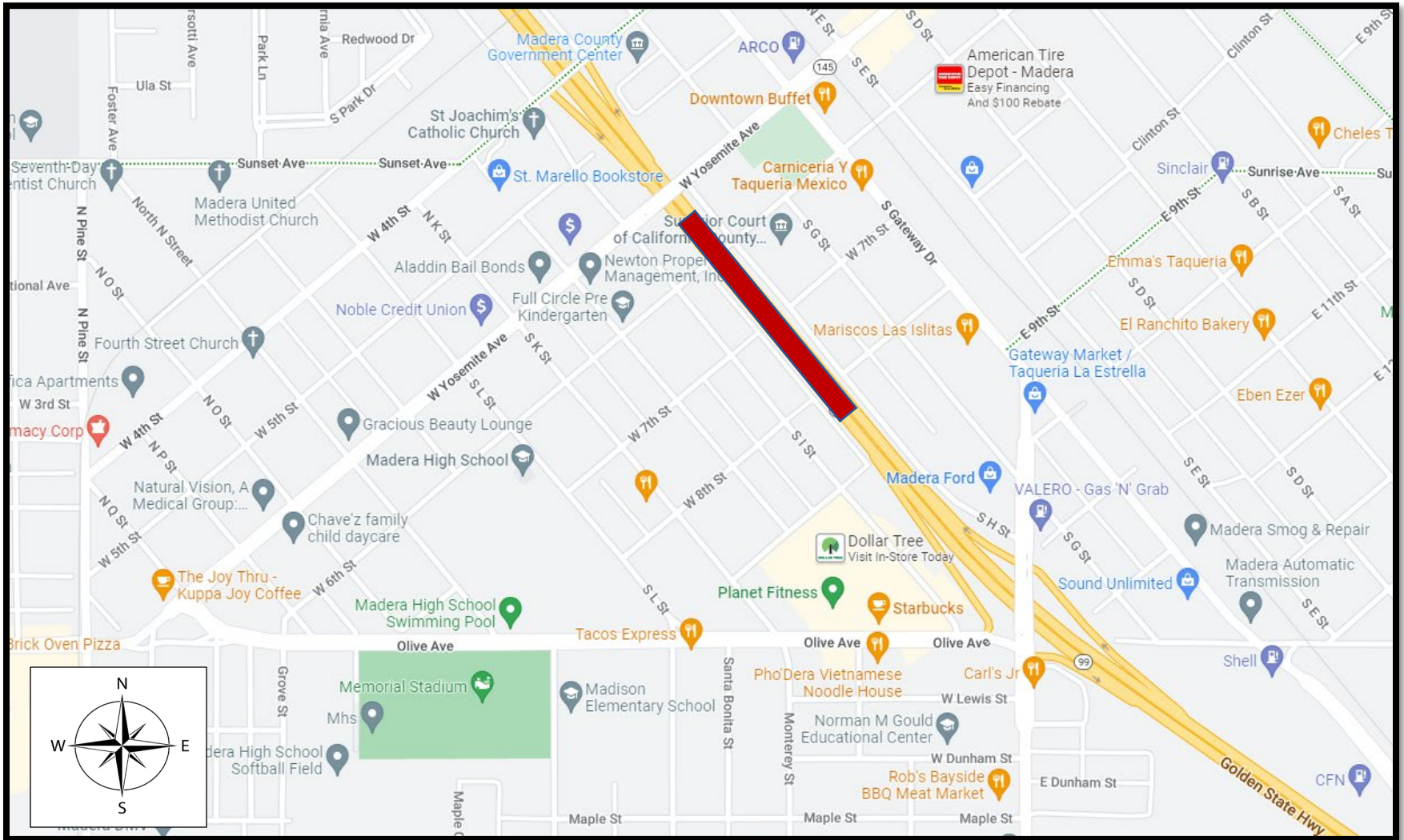
ALTERNATIVES:

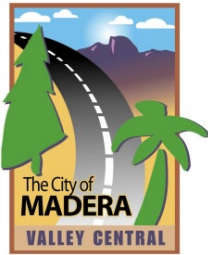
1. Council may request that staff bring additional information back to a subsequent meeting.
2. Council may elect not to proceed with preparing a cooperative agreement with Caltrans nor having the Arts Council as a sub-applicant.

ATTACHMENTS:

1. Map of project area

ATTACHMENT 1
MAP OF PROJECT AREA





Item:	B-1
Minutes for:	10/05/2022
Adopted:	12/21/2022

Minutes of a Regular Meeting of the Madera City Council

October 5, 2022
6:00 p.m.

Council Chambers
City Hall

The Council Chambers will be 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: 897 7517 9569#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy (Zoom), City Engineer Keith Helmuth, Community Development Director Will Tackett, Interim Director of Financial Services Kingsley Okereke, Fire Battalion Chief Andrew Overbay, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, IS Manager Mark Souders, Interim Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Jamie Hickman, Senior Planner Robert Smith, Wastewater Treatment Plant Manager Gabriel Bostan, Deputy City Engineer Randy Bell, and Communication Specialist Joseph Carrello.

INVOCATION: Mike Souza, Harvest Community Church

PLEDGE OF ALLEGIANCE: Councilmember Gallegos

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM EVANS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE AGENDA WAS APPROVED 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.

Student from Furman High School invited Council to attend the College and Career Fair at Furman High on October 17th from 9:00 a.m. to 12:00 p.m.

Johnny Mendez, Youth Leadership Institute Program Manager stated he's worked with youth in Madera for the past six (6) years and just wanted to re-introduce himself and said he was available to meet with any Councilmember to provide additional information about YLI.

Yvette Flores Youth Commission Coordinator for Madera gave a recap of what the Youth Commission has done this past year. The commission made activity books that they were able to distribute. The books can currently be found at the County Library, John Wells Youth Centers, Madera High School and Madera South High School.

Councilmember Gallegos stated that Furman High School's Student Advisor Sylvia Anguiano and six (6) other students were in attendance to invite Council to their October 17th event.

Kristina Rebel, the current ASU President at Madera High School stated they were in attendance on behalf of the Madera High School Student Leadership Team and requested approval of the Homecoming Parade along Howard Road.

Another student stated their parade theme is based on new and old video games that will be showcased throughout the parade and floats. They are also excited to have the Blue Pyramid Elementary Students participate in the parade which is a great tradition for Madera High School.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Certificate Recognizing Dennis Smith for 11 Years of Service on ADA Advisory Council
2. Certificate Recognizing Tim Riche for 6 Years of Service on ADA Advisory Council
3. Proclamation Recognizing Indigenous People Day
4. Madera Community College - Lumina Million Dollar Community College Challenge

INTRODUCTIONS:

1. Liliana Camacho, Administrative Assistant - Grants Department

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.

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

B-1 Minutes – 05/18/22, 06/01/22

Recommendation: Approve the City Council Minutes of May 18, 2022 and June 1, 2022

B-2 Informational Report on Register of Audited Demands for September 10, 2022 to September 23, 2022

Recommendation: No Action Required (Report by Kingsley Okereke)

B-3 Request to Waive City Fees relating to Madera High School's Homecoming Parade

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police and Public Works Services relating to the Madera High School Homecoming Parade in the amount of \$2,124 (Report by Dino Lawson)

RES 22-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER THE COSTS OF POLICE AND PUBLIC WORKS SERVICES RELATING TO THE MADERA HIGH SCHOOL HOMECOMING PARADE IN THE AMOUNT OF \$2,124.00

B-4 Letter of Support for Amond World and the Pursuit of California Competes Tax Credit

Recommendation: Approve a Minute Order Approving a Letter of Support for Amond World and the California Competes Tax Credit (Report by Arnoldo Rodriguez)

B-5 Appointment to the Civil Service Commission

Recommendation: Adopt a Resolution Appointing Dennis Smith to the Civil Service Commission (Report by Wendy Silva)

RES 22-163 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING DENNIS SMITH TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

B-6 Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at 1389 Taylor Lane (APN 006-580-006)

Recommendation: Adopt a Resolution Approving a Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement (PUE) at Property Owners Risk (Report by Keith Helmuth)

RES 22-164 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING COVENANT AGREEMENT TO ALLOW A LIMITED ENCROACHMENT INTO A PUBLIC UTILITY EASEMENT AT PROPERTY OWNER'S RISK

B-7 Letter of Support for the Affiliation of Madera Community Hospital, Trinity Health, and Saint Agnes Medical Center

Recommendation: Approve a Minute Order Approving a Letter of Support the Affiliation of Madera Community Hospital, Trinity Health, and Saint Agnes Medical Center (Report by Arnoldo Rodriguez)

B-8 Consideration of a Request by Nadeem Ahmad and Shahzada Farooq for Connection to the City's Water System

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 16255 North D Street (Report by Keith Helmuth)

RES 22-165 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16255 NORTH D STREET

C. PUBLIC HEARINGS:

C-1 Public Hearing for Annexation No. 11 (Tract 20-S-02 Pecan Square Subdivision) into Community Facilities District No. 2005-1 (Public Services) and Related Actions

Recommendation:

- 1) Adopt a Resolution Authorizing the Annexation (Annexation No. 11) of Territory to Community Facilities District (CFD) No. 2005-1 and Levy of Special Tax and Submitting the Levy of Tax to the Qualified Electors; and
- 2) Adopt a Resolution Calling a Special Election and Submitting to the Voters of Annexation No. 11 of CFD 2005-1 the Proposition Regarding the Annual Levy of Special Taxes within Annexation No. 11 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance within the District; and
- 3) Conduct a Special Election of the Qualified Electors of Annexation No. 11 of the City's CFD 2005-1 and Declaration and Certification of the Results Thereof; and
- 4) Adopt a Resolution Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 11 to CFD 2005-1 (Report by Will Tackett)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-1(1) AND C-1(2) WERE APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-166 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 11) TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) AND AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

RES 22-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 11 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 11 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT

Recess for this item was called at 6:43 p.m. so that Senior Planner Robert Smith could confirm if there was only one (1) property owner.

Council moved on to Item C-2. Council returned from recess at 6:50 p.m. after hearing and taking action on Item C-2.

Senior Planner Robert Smith stated that there is only one (1) property owner for the annexation property.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM C-1(4) WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-168 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 11 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1

C-2 Public Hearing Regarding for Annexation No. 12 (Tract 21-S-01 Crown Tozer Subdivision) into Community Facilities District No. 2005-1 (Public Services) and Related Actions

Recommendation:

- 1) Adopt a Resolution Authorizing the Annexation of Territory (Annexation No.12) to Community Facilities District (CFD) No. 2005-1 and Authorizing the Levy of Special Tax and Submitting the Levy of Tax to the Qualified Electors; and
- 2) Adopt a Resolution Calling a Special Election and Submitting to the Voters of Annexation No. 12 of the City's CFD 2005-1 Proposition Regarding the Annual Levy of Special Taxes within Annexation No. 12 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance within the District; and
- 3) Conduct a Special Election of the Qualified Electors of Annexation No. 12 of the City's CFD 2005-1 and Declaration and Certification of the Results Thereof; and
- 4) Adopt a Resolution Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 12 to CFD 2005-1 (Report by Will Tackett)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM C-2(1) AND C-2(2) WERE APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 12) TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) AND AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

RES 22-170 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 12 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 12 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT

Senior Planner Robert Smith stated that there is only one (1) property owner for the annexation property.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM C-2(4) WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 22-171 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 12 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1

After this motion was completed, Council went back to finish Item C-1 as they still needed a determination on Item C-1(4).

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None

E. ADMINISTRATIVE REPORTS:

E-1 Identification of Improvements for Inclusion in the Reconnecting Communities Pilot Program Grant for use on the Caltrans Downtown Madera CAPM (Capital Preventive Maintenance) and Council Direction Regarding Possible Use of Alternate Source of Funds should it be found necessary

Recommendation: Adopt a Minute Order Approving the City's Project List for the Reconnecting Communities Pilot Program Grant Application and Provide Direction Regarding Possible Use of an Alternate Funding Source for the Same Grant should it be found to be necessary (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

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

E-2 Discussion and Direction regarding Developer Request to add a Rolled Curb Standard to the City of Madera Standard Plans and Specifications

Recommendation: This report is submitted for Discussion and Direction regarding Developer Request to Add a Rolled Curb Standard to the 2005 City of Madera Standard Plans and Specifications (Report by Keith Helmuth)

Michael Pistoressi spoke on sidewalks, curbs and garages.

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

E-3 Update on Citywide Cannabis Process

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Gallegos mentioned that the Old Timers' Day Parade was a successful event and thanked the Rotary Club and Nick Salinas for their involvement. She congratulated the Parade King

and Queen, Bill and Carla Alessini as well as Mike Pistoresi for being the Grand Marshal. Councilmember Gallegos discussed attending a prayer, organized by Madera Unified in which groups delivered a prayer over each school campus in the district. She shared the news of the arrival of her granddaughter on Thursday, September 29th.

Councilmember Montes congratulated Councilmember Gallegos on the birth of her grandchild. He thanked Chief of Police Dino Lawson, Lieutenant Alicia Videgain and City Clerk Alicia Gonzales for their help in the Old Timers' Day Parade.

Councilmember Rodriguez encouraged anyone who would like outreach or education on Measure T to contact him or the Madera County Transportation Commission. He also asked that Council be allowed to address presenters on non-Public Hearing agenda items and ask question prior to the opening of the matter for public comment.

Mayor Pro Tem Evans thanked the Police Department for their hospitality in the Old Timers' Parade. She stated she attended events honoring Clay Daulton as the Senior Farmer of the Year, Bill and Carla Alessini as the Old Timers' Day Parade King and Queen, Mike Pistoresi as Grand Marshal and Flora Zumwalt for her centennial birthday celebration.

Councilmember Mejia mentioned her enjoyment in being part of the Old Timers' Day Parade. She also attended Hispanic Heritage Month events held at Madera High South and Mount Vista High School, where she spoke to students about the significance of Hispanic history and culture. Councilmember Mejia took part in a downtown cleanup event on Saturday, October 8th, hosted by LOVE Madera and the Madera Association of Realtors, with cleanup equipment donated by the City, Lowes and Home Depot. Over fifty community members volunteered their time to clean up the downtown area. Councilmember Mejia invited her colleagues and the public to the Day of the Dead event, which will take place on Tuesday, November 1st, at Courthouse Park. She also announced the arrival of her baby nephew, who was born Friday, September 30th.

Councilmember Villegas mentioned that the Thaddeus Sran mural on Yosemite Avenue has suffered some damage and a property owner has asked if the Madera County Arts Authority would consider redoing or changing the mural. He also expressed his pleasure in taking part in the Old Timers' Parade.

Mayor Garcia acknowledged the volunteers and staff who helped with the Parade. He also announced that the Measure T mailer was recently sent out to all residents.

G. CLOSED SESSION:

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

Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, and Che Johnson

Employee Groups: General Bargaining Unit, Madera Police Officers' Association, Mid-Management Employee Group, Law Enforcement Mid Management Group

G-2 Conference with Labor Negotiators - Pursuant to Government Code §54957.6

Agency Designated Representatives: Arnoldo Rodriguez and Che Johnson

Unrepresented Employees: Police Chief, City Engineer, Director of Human Resources, Public Works Operations Director, Director of Parks & Community Services, Information Services Manager, Planning Manager, Chief Building Official, Director of Community Development, Director of Financial Services, and City Clerk

City Attorney Hilda Cantu Montoy made the closed session announcement at 8:27 p.m.

Ms. Cantu Montoy and Council returned from Closed Session at 9:52 p.m. with all members of Council present.

Ms. Cantu Montoy stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 9:52 p.m.

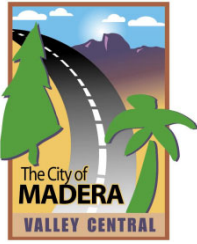
UPCOMING MEETING DATES:

- Wednesday, October 19, 2022
- Wednesday, November 2, 2022

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Luis Rodriguez

City Manager

Council Meeting of: December 21, 2022

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for November 26, 2022 to December 9, 2022

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of November 26, 2022 to December 9, 2022 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>	34844 – 35086	\$2,515,699.06

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$659,813.13
<i>SDI</i>	EDD	\$2,848.18
<i>CalPERS Payment</i>	CalPERS	\$122,529.05

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 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 approved 2022/2023 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
December 21, 2022

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
34844	11/28/2022	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	10/22 PD CAR WASHES	\$ 435.00
34845	11/28/2022	PARKS	PARKS	DAVID J. BOYLE	MEMORIAL MONUMENTS	\$ 1,500.00
34845	11/28/2022	PARKS ADMIN	PARKS	DAVID J. BOYLE	MEMORIAL MONUMENTS	\$ 3,500.00
34846	11/28/2022	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	STAFF UNIFORMS	\$ 632.18
34846	11/28/2022	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	TINY TIKES - SOCCER SHIRTS	\$ 372.11
34846	11/28/2022	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	ADULT BASKETBALL - CHAMPION SHIRTS	\$ 155.34
34847	11/28/2022	IS	COMPUTER MAINT	ZOHO CORPORATION	LOG360 INTRUSION DETECTION ADDITION	\$ 6,437.00
34848	11/28/2022	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES 12/22	\$ 4,000.00
34849	11/28/2022	GRANTS	CALHOME MH REHAB	WT CAPITAL LENDER SERVICES	TRUSTEE'S EXPENSES & FEES - 14-CALHOME-9834	\$ 504.88
34850	11/28/2022	PLANNING	PLANNING	TELECOM LAW FIRM, P.C.	CONSULTING SERVICES	\$ 95.70
34851	11/28/2022	GRANTS	CDBG PUBLIC SVC	OLIVE CHARITABLE ORGANIZATION	CDBG Q1 22/23	\$ 8,525.04
34852	11/28/2022	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	WEED ABATEMENT	\$ 1,700.00
34852	11/28/2022	PD OPS	PARKS	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 29,500.00
34853	11/28/2022	PW ADMIN	CODE ENF	LITE ON THE LAND, INC	RIVER CLEAN UP	\$ 89,250.00
34854	11/28/2022	FINANCE	COMM & REC	AT&T	10/22 CALNET 3 SVS 9391026396	\$ 259.10
34854	11/28/2022	FINANCE	MEAS K - FIRE	AT&T	11/22 CALNET 3 SVS 939106734	\$ 48.21
34854	11/28/2022	FINANCE	SR CITIZEN COMM	AT&T	10/22 CALNET 3 SVS 9391026398	\$ 23.77
34854	11/28/2022	FINANCE	SR CITIZEN COMM	AT&T	10/22 CALNET 3 SVS 9391026403	\$ 26.72
34854	11/28/2022	FINANCE	PD OPS	AT&T	10/22 CALNET 3 SVS 9391059143	\$ 1,085.52
34854	11/28/2022	FINANCE	PD OPS	AT&T	10/22 CALNET 3 SVS 9391026401	\$ 23.77
34855	11/28/2022	IS	COMPUTER MAINT	CDW GOVERNMENT, INC	ADOBE LICENSING RENEWAL	\$ 7,873.75
34856	11/28/2022	WWTP	WWTP	CALIFORNIA BOILER INC.	HEAT EXCHANGE SERVICE	\$ 8,050.00
34857	11/28/2022	PW ADMIN	STREETS	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL RECERTIFICATION	\$ 69.00
34858	11/28/2022	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - PANAM	\$ 759.50
34859	11/28/2022	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 11/01/22-11/15/22	\$ 19,400.00
34860	11/28/2022	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 1,286.50
34861	11/28/2022	FLEET MAINT	FLEET MAINT	MADERA COUNTY ENVIRONMENTAL HEALTH DEPT	CUPA OVERSIGHT SURCHARGE	\$ 912.00
34862	11/28/2022	GRANTS	CDBG ADMIN	MADERA TRIBUNE	PUBLIC HEARING NOTICE	\$ 357.50
34863	11/28/2022	PD OPS	SUPP LAW ENF	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 1,840.25
34863	11/28/2022	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 1,200.33
34864	11/28/2022	PARKS	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	\$ 411.10
34865	11/28/2022	ENGINEERING	AFFORD HOUSING	O'DELL ENGINEERING, INC.	DESIGN SERVICES R-000094 BID PACKAGE 3	\$ 49,048.50
34865	11/28/2022	PARKS ADMIN	PARKS	O'DELL ENGINEERING, INC.	PARKS DESIGN SERVICES - OLIVE PARK	\$ 21,328.47
34866	11/28/2022	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	\$ 18,822.52

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
34867	11/28/2022	PD OPS	PD OPS	PROFORCE	MISC PD EQUIPMENT	\$ 4,427.44
34868	11/28/2022	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL CONSULTING SERVICES	\$ 22,093.64
34869	11/28/2022	PLANNING	PLANNING	QUAD-KNOPF ENGINEERING	PROFESSIONAL CONSULTING SERVICES	\$ 10,140.93
34870	11/28/2022	GRANTS	GRANT OVERSIGHT	RANEY PLANNING & MANAGEMENT, INC.	ANNUAL HOME MONITORING	\$ 3,122.00
34871	11/28/2022	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 18,117.53
34872	11/28/2022	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 1,091.84
34873	11/28/2022	WWTP	WWTP	SPARKLETTS	LAB & DRINKING WATER	\$ 173.59
34874	11/28/2022	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 20,788.62
34875	11/28/2022	PARKS	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 609.02
34876	11/28/2022	PARKS	PARKS	VILLA GARDENING SERVICE INC	10/22 LAWN SERVICES - ACCORNERO	\$ 330.00
34877	11/28/2022	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 65.10
34877	11/28/2022	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 101.86
34877	11/28/2022	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 28.21
34877	11/28/2022	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ (13.03)
34877	11/28/2022	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 1,224.67
34877	11/28/2022	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 152.04
34877	11/28/2022	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 0.40
34877	11/28/2022	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 38.01
34877	11/28/2022	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 0.80
34877	11/28/2022	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 50.93
34877	11/28/2022	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 12.76
34877	11/28/2022	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 4.44
34877	11/28/2022	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 0.40
34877	11/28/2022	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 2.41
34877	11/28/2022	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 142.66
34877	11/28/2022	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 38.01
34877	11/28/2022	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 65.10
34877	11/28/2022	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ (10.41)
34877	11/28/2022	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 45.76
34877	11/28/2022	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/22-11/10/22	\$ 485.39
34878	11/28/2022	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PECAN SQUARE TRACT MAP REVIEW	\$ 232.50
34879	11/28/2022	FINANCE	ENGINEERING	AR REFUNDS	REFUND CREDIT ON CLOSED ACCT	\$ 90.00
34880	11/28/2022	FINANCE	SEWER FUND	AR REFUNDS	REFUND CREDIT ON CLOSED ACCT	\$ 337.07
34881	11/28/2022	FINANCE	ENGINEERING	AR REFUNDS	REFUND CREDIT ON CLOSED ACCT	\$ 500.00
34882	11/28/2022	FINANCE	ENGINEERING	AR REFUNDS	REFUND CREDIT ON CLOSED ACCT	\$ 149.00
34883	11/28/2022	PLANNING	PLANNING	BLDING/PLAN REFNDS	CANCELLED PERMIT - NOT NEEDED	\$ 950.00
34884	11/28/2022	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9925841	\$ 11.64

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
34885	11/28/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919014	\$ 64.93
34886	11/28/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9917773	\$ 253.62
34887	11/28/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916283	\$ 174.05
34888	11/28/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926272	\$ 679.74
34889	11/28/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923807	\$ 223.92
34890	11/28/2022	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9925461-553940	\$ 22.02
34891	12/05/2022	GRANTS	SB1-STATE OF GOOD REF	DUO-GARD INDUSTRIES, INC.	BUS STOP SHELTERS	\$ 26,982.40
34892	12/05/2022	PLANNING	PLANNING	ACRO SERVICE CORPORATION	CONSULTING SERVICES - PLANNING	\$ 5,945.60
34893	12/05/2022	ENGINEERING	ADMIN SERVICES	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 390.00
34893	12/05/2022	ENGINEERING	ARTERIAL/COLLECTOR	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 73.10
34893	12/05/2022	ENGINEERING	DIF/PUBLIC WORKS	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 91.10
34893	12/05/2022	ENGINEERING	DIF/PARKS	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 116.31
34893	12/05/2022	ENGINEERING	DIF/POLICE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 42.95
34893	12/05/2022	ENGINEERING	DRAINAGE DIF	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 169.41
34893	12/05/2022	ENGINEERING	GENERAL GOV DIF	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 242.54
34893	12/05/2022	ENGINEERING	TRANSP IMPACT FEE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 417.86
34893	12/05/2022	ENGINEERING	SEWER SE QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 52.59
34893	12/05/2022	ENGINEERING	WESTBERRY ELLIS DIF	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 42.80
34893	12/05/2022	ENGINEERING	RD 28 SEWER INT DIF	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 62.10
34893	12/05/2022	ENGINEERING	TRAFFIC SPECIAL IMP	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 52.43
34893	12/05/2022	ENGINEERING	SEWER NW QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 20.12
34893	12/05/2022	ENGINEERING	SEWER SW QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 110.70
34893	12/05/2022	ENGINEERING	STORM DRAIN NW	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 45.24
34893	12/05/2022	ENGINEERING	STORM DRAIN SE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	\$ 20.75
34894	12/05/2022	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTIONS	\$ 25.13
34895	12/05/2022	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 996.43
34896	12/05/2022	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	\$ 1,600.00
34897	12/05/2022	PD OPS	PD OPS	LEATHAM FAMILY, LLC	BADGE ORDER	\$ 160.73
34898	12/05/2022	FIRE	FIRE	LUIS F FREITAS	HAND LETTERING & REMOVAL	\$ 135.00
34899	12/05/2022	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 700.00
34900	12/05/2022	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	\$ 14,778.67
34901	12/05/2022	PD OPS	SUPP LAW ENF	POINT EMBLEMS, LLC	PROMOTIONAL KEY CAIN FOBS	\$ 2,162.35
34902	12/05/2022	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER	\$ 679.11
34903	12/05/2022	PD OPS	GENERAL FUND	CENTRALSQUARE TECHNOLOGIES, LLC	ANNUAL CRYWOLF LICENSE & MAINTENANCE	\$ 4,123.61
34903	12/05/2022	PD OPS	PD OPS	CENTRALSQUARE TECHNOLOGIES, LLC	ANNUAL CRYWOLF LICENSE & MAINTENANCE	\$ 4,123.60
34904	12/05/2022	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 100.31
34904	12/05/2022	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 460.40

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
34904	12/05/2022	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 179.11
34904	12/05/2022	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 262.90
34904	12/05/2022	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 248.01
34904	12/05/2022	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 188.71
34904	12/05/2022	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 287.14
34904	12/05/2022	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 249.09
34904	12/05/2022	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 590.01
34904	12/05/2022	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 2,765.97
34904	12/05/2022	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 1,633.69
34904	12/05/2022	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 1,332.61
34904	12/05/2022	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 1,587.35
34904	12/05/2022	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 2,727.24
34904	12/05/2022	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 2,481.40
34904	12/05/2022	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 2,471.43
34904	12/05/2022	FINANCE	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 479.38
34904	12/05/2022	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 11/01/22-11/15/22	\$ 6,351.90
34904	12/05/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 3,753.77
34904	12/05/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 10/16/22-10/31/22	\$ 452.06
34904	12/05/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 11/01/22-11/15/22	\$ 722.63
34905	12/05/2022	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	\$ 300.00
34906	12/05/2022	PW ADMIN	AIRPORT OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 301.20
34906	12/05/2022	PW ADMIN	DRAINAGE	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 903.57
34906	12/05/2022	PW ADMIN	FLEET MAINT	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 451.77
34906	12/05/2022	PW ADMIN	SEWER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 451.74
34906	12/05/2022	PW ADMIN	WATER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 903.57
34906	12/05/2022	PW ADMIN	WWTP	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 451.77
34907	12/05/2022	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 80.92
34908	12/05/2022	PD OPS	PD OPS	BLAKE SHORT	PER DIEM - TASER INSTRUCTOR COURSE	\$ 129.50
34909	12/05/2022	PD OPS	PD OPS	NICHOLAS CARILLO	PER DIEM - FIELD TRAINING OFFICER SCHOOL	\$ 425.50
34910	12/05/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	\$ 1,140.00
34910	12/05/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	\$ 408.00
34911	12/05/2022	FINANCE	SEWER OPS	AT&T	11/22 CALNET 3 SVS 9391031570	\$ 211.65
34911	12/05/2022	FINANCE	PD OPS	AT&T	11/22 CALNET 3 SVS 9391020514	\$ 167.08
34912	12/05/2022	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	MUNI CODE SUPPLEMENT - S-47 FOLIO	\$ 221.05
34913	12/05/2022	ENGINEERING	FAU CMAQ	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 3,709.80
34913	12/05/2022	ENGINEERING	LTF - STREETS	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 2,761.73
34913	12/05/2022	ENGINEERING	MEAS T - ENVIRO	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 1,024.47

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
34914	12/05/2022	PARKS	SPORTS PROGRAMS	BSN SPORTS	ADULT SOFTBALLS	\$ 259.77
34915	12/05/2022	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 830.24
34916	12/05/2022	FINANCE	COMPUTER MAINT	COMCAST	11/22 SVS 8155500320322006	\$ 88.13
34917	12/05/2022	HR/RISK MGT	FACILITIES MAINT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT SERVICES & AUDIOGRAM CHECK	\$ 31.00
34917	12/05/2022	HR/RISK MGT	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT SERVICES & AUDIOGRAM CHECK	\$ 347.00
34917	12/05/2022	HR/RISK MGT	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT SERVICES	\$ 49.00
34918	12/05/2022	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	\$ 29.01
34919	12/05/2022	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9902975	\$ 97.98
34919	12/05/2022	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9897238	\$ 100.00
34919	12/05/2022	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9113003	\$ 200.00
34920	12/05/2022	FINANCE	PAYROLL TRUST	M.C.E.A.	11/22 MONTHLY DUES	\$ 290.00
34921	12/05/2022	FINANCE	PAYROLL TRUST	M P O A	11/22 MONTHLY DUE	\$ 6,374.68
34922	12/05/2022	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	\$ 682.50
34923	12/05/2022	PW ADMIN	PARKS	MID VALLEY DISPOSAL INC.	SWEEPER SERVICES	\$ 812.00
34923	12/05/2022	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	SWEEPER SERVICES	\$ 2,691.06
34924	12/05/2022	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	11/22 SERVICE 3819620697-3	\$ 117.91
34924	12/05/2022	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	11/22 SERVICE 8126770647-1	\$ 287.44
34924	12/05/2022	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 52.01
34924	12/05/2022	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 2,074.63
34924	12/05/2022	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	11/22 SERVICE 8307681856-2	\$ 1,125.93
34924	12/05/2022	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 250.40
34924	12/05/2022	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	11/22 SERVICE 2000655655-7	\$ 1,228.39
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/22 SERVICE 6690755760-8	\$ 87.02
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/22 SERVICE 161911913-8	\$ 112.07
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/22 SERVICE 8178280304-3	\$ 191.85
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/22 SERVICE 7949615676-5	\$ 21.01
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/22 SERVICE 3499945233-6	\$ 84.19
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 4,545.03
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/22 SERVICE 3642526071-2	\$ 68.65
34924	12/05/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/22 SERVICE 3352588453-3	\$ 122.32
34924	12/05/2022	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 79.36
34924	12/05/2022	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ (314.78)
34924	12/05/2022	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ (172.46)
34924	12/05/2022	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 33.82
34924	12/05/2022	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ (30.95)
34924	12/05/2022	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 19.89
34924	12/05/2022	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 9.68

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34924	12/05/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	11/22 SERVICE 9172110863-6	\$ 11,253.19
34924	12/05/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 33,287.22
34924	12/05/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	11/22 SERVICE 9651992016-7	\$ 203.42
34924	12/05/2022	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ (36.77)
34924	12/05/2022	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ (69.07)
34924	12/05/2022	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ (137.96)
34924	12/05/2022	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	10/22 SERVICE 9920095153-3	\$ 6,655.96
34925	12/05/2022	PD OPS	PD OPS	PECK'S PRINTERY	PD - EXCHANGE FORM	\$ 618.65
34925	12/05/2022	PD OPS	PD OPS	PECK'S PRINTERY	PD - MARSY'S CARD & RESOURCES	\$ 243.56
34926	12/05/2022	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.33
34926	12/05/2022	PW ADMIN	FACILITIES MAINT	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.33
34926	12/05/2022	PW ADMIN	FLEET MAINT	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.33
34926	12/05/2022	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.33
34926	12/05/2022	PW ADMIN	SEWER OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.33
34926	12/05/2022	PW ADMIN	WATER OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.33
34926	12/05/2022	PW ADMIN	WATER QUALITY	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.34
34926	12/05/2022	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.34
34926	12/05/2022	PW ADMIN	PURCHASING	PITNEY BOWES, INC.	POSTAGE FEES	\$ 3.33
34927	12/05/2022	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	\$ 12,441.40
34928	12/05/2022	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTION	\$ 200.00
34929	12/05/2022	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	EDD TAX DEDUCTION	\$ 429.20
34930	12/05/2022	PARKS	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 1,189.03
34931	12/05/2022	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 05/01/22-07/31/22	\$ 1,750.00
34932	12/05/2022	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 27,213.97
34933	12/05/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
34934	12/05/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
34935	12/05/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,391.00
34936	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922860	\$ 110.09
34937	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9891548	\$ 118.73
34938	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922454	\$ 107.27
34939	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9917738	\$ 127.98
34940	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916912	\$ 119.84
34941	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9920428	\$ 79.58
34942	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918189	\$ 106.94
34943	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9274005	\$ 98.48
34944	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916962	\$ 104.09
34945	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9908957	\$ 121.47

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34946	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926063	\$ 175.39
34947	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923662	\$ 86.81
34948	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916396	\$ 85.71
34949	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924422	\$ 74.71
34950	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918982	\$ 83.32
34951	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918519	\$ 97.77
34952	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9910335	\$ 72.89
34953	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8668481	\$ 70.52
34954	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8668481	\$ 113.60
34955	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9911437	\$ 134.08
34956	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9917628	\$ 86.77
34957	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6920061	\$ 94.86
34958	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925094	\$ 78.17
34959	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9893587	\$ 69.90
34960	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914415	\$ 100.00
34961	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913939	\$ 142.15
34962	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9905793	\$ 86.15
34963	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916185	\$ 92.22
34964	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9896213	\$ 116.84
34965	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9914368	\$ 85.44
34966	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9917716	\$ 86.40
34967	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923497	\$ 98.76
34968	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918336	\$ 87.99
34969	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8575212	\$ 103.24
34970	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926439	\$ 108.61
34971	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9895344	\$ 46.76
34972	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9909055	\$ 85.29
34973	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 3534001	\$ 108.83
34974	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926351	\$ 117.88
34975	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915421	\$ 151.48
34976	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9913574	\$ 240.00
34977	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926090	\$ 92.84
34978	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9917247	\$ 114.26
34979	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922593	\$ 117.54
34980	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923819	\$ 83.32
34981	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926449	\$ 117.73
34982	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9901845	\$ 110.92

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34983	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 2004005	\$ 86.85
34984	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9893826	\$ 116.21
34985	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923870	\$ 99.57
34986	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9910314	\$ 112.93
34987	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9920095	\$ 313.78
34988	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9901807	\$ 86.57
34989	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916640	\$ 540.39
34990	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9901792	\$ 76.05
34991	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925575	\$ 87.98
34992	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9904199	\$ 84.27
34993	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9912596	\$ 89.51
34994	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923763	\$ 103.36
34995	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9911615	\$ 120.93
34996	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914267	\$ 106.84
34997	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9913916	\$ 73.71
34998	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9911316	\$ 95.32
34999	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9890950	\$ 197.47
35000	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6910002	\$ 246,614.32
35001	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9904677	\$ 102.94
35002	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9917561	\$ 89.49
35003	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6460361	\$ 98.70
35004	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9906266	\$ 110.63
35005	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9906176	\$ 109.85
35006	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000114	\$ 88.62
35007	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918193	\$ 31.04
35008	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6739406	\$ 154.29
35009	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922873	\$ 87.67
35010	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 979007	\$ 89.86
35011	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9891048	\$ 112.36
35012	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918625	\$ 93.88
35013	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923149	\$ 107.80
35014	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925025	\$ 86.10
35015	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9904777	\$ 71.31
35016	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921651	\$ 113.81
35017	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921537	\$ 107.42
35018	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9904662	\$ 87.68
35019	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913822	\$ 95.06

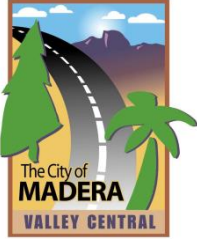
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35020	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925563	\$ 98.07
35021	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915595	\$ 113.12
35022	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8879285	\$ 145.38
35023	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 4916061	\$ 93.24
35024	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918772	\$ 100.00
35025	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9909100	\$ 300.00
35026	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918336	\$ 102.33
35027	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915638	\$ 94.96
35028	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9911697	\$ 94.07
35029	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923784	\$ 88.13
35030	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922587	\$ 115.28
35031	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9912497	\$ 67.32
35032	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9895377	\$ 90.09
35033	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9899415	\$ 109.94
35034	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 7925258	\$ 95.34
35035	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923646	\$ 209.14
35036	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 5670	\$ 96.60
35037	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 922006	\$ 112.89
35038	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 7037002	\$ 74.91
35039	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 7254425	\$ 92.84
35040	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 4507001	\$ 81.37
35041	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926239	\$ 93.32
35042	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9920000	\$ 118.37
35043	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 2297002	\$ 91.03
35044	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9917679	\$ 97.56
35045	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924869	\$ 120.00
35046	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 7801092	\$ 184.41
35047	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919848	\$ 90.33
35048	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 4492004	\$ 92.72
35049	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 4492004	\$ 23.58
35050	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9908090	\$ 107.45
35051	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9897050	\$ 95.64
35052	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918878	\$ 71.97
35053	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919191	\$ 111.36
35054	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 4916051	\$ 96.08
35055	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9900393	\$ 118.46
35056	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9918116	\$ 100.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35057	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6887003	\$ 267.00
35058	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924327	\$ 78.46
35059	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923181	\$ 111.50
35060	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9893652	\$ 121.02
35061	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9893873	\$ 114.98
35062	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9905786	\$ 78.81
35063	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925308	\$ 101.45
35064	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB TERM REFUND 9914884	\$ 98.03
35065	12/05/2022	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UUB TERM REFUND 9911792	\$ 45.48
35066	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 4507001	\$ 97.18
35067	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926278	\$ 207.04
35068	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926043	\$ 98.51
35069	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921779	\$ 95.58
35070	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922421	\$ 110.00
35071	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921335	\$ 99.22
35072	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9891330	\$ 228.00
35073	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915650	\$ 152.34
35074	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925959	\$ 93.30
35075	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925755	\$ 87.28
35076	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913828	\$ 108.00
35077	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000352	\$ 93.05
35078	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9898133	\$ 106.11
35079	12/05/2022	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERM REFUND 9914852	\$ 104.36
35080	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915198	\$ 114.57
35081	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 7847612	\$ 103.08
35082	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9911162	\$ 111.67
35083	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9908881	\$ 108.71
35084	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914978	\$ 108.71
35085	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914234	\$ 108.71
35086	12/05/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923935	\$ 160.86
167	12/01/2022	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	DECEMBER BENEFIT PREMIUMS	\$ 848.00
167	12/01/2022	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	DECEMBER BENEFIT PREMIUMS	\$ 335,374.72
167	12/01/2022	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	DECEMBER BENEFIT PREMIUMS	\$ 848.00
168	12/01/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 11/30/2022	\$ 321.60
169	12/01/2022	FINANCE	GENERAL CAPITAL	BANC OF AMERICA PUBLIC CAPITAL CORP	ENGIE SOLAR PROJECT	\$ 1,068,219.40
170	12/01/2022	FINANCE	WWTP BOND ADMIN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	\$ 234,434.18
171	12/07/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/05/2022	\$ 641.83

<i>CHECK</i>	<i>PAY DATE</i>	<i>DEPARTMENT</i>	<i>PAID FROM ORG</i>	<i>ISSUED TO</i>	<i>DESCRIPTION</i>	<i>AMOUNT</i>
172	12/07/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 9,471.69
173	12/07/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 2,559.14

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 2,515,699.06



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

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 met December 6, 2022, and approved eligibility lists for the following classifications:

- Public Works Maintenance Worker II
- Payroll Specialist
- Assistant Planner

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
Celia Garnica	Police Auxiliary Services Supervisor	Police Department	FT	11/19/22
Bradley Arnold	Police Officer II	Police Department	FT	11/19/22

Table 1: New Hires and Re-hires, continued

Name	Position	Department	Status*	Effective Date
Calvin Barron	Public Works Maintenance Worker II	Public Works, Sewer Division	FT	11/21/22
Carlos Villegas	Public Works Maintenance Worker I	Public Works, Safe & Clean Team	PT	11/21/22
Phillip Thomas	Police Officer Trainee	Police Department	FT	12/3/22
Anayely Rodriguez	Park Aide	Parks & Community Services	PT	12/5/22

*Status: PT = Part Time, FT = Full Time

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
Fabela Cortez	Neighborhood Preservation Specialist I	Neighborhood Preservation Specialist II	10/24/22

The following employees separated from employment since our last report.

Table 3: Separations

Name	Position	Department	Status*	Effective Date
Jose Navarro	Park Aide	Parks & Community Services	PT	10/25/22
Hector Garibay	Police Officer II	Police Department	FT	11/10/22
Yvonne Hamilton	Program Leader II	Parks & Community Services	PT	11/21/22
Jannalyn Milam	Public Safety Dispatcher	Police Department	FT	11/28/22
Marco Solis	Public Works Maintenance Worker I	Public Works, Safe & Clean Team	PT	11/30/22
Imanol Coria	Public Works Maintenance Worker I	Public Works, Safe & Clean Team	PT	11/30/22
Cheyenne Hunter	Program Leader I	Parks & Community Services	PT	12/2/22

Table 3: Separations, continued

Name	Position	Department	Status*	Effective Date
Eddie Rincon	Accounting Technician II	Finance, Utility Billing	FT	12/6/22
Veronica Calderon	Records Clerk	Police Department	FT	12/8/22

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:

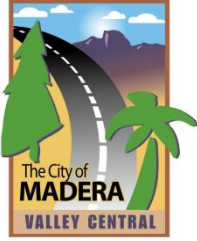
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: B-4

SUBJECT:

Adoption of Updated City of Madera Full Time Salary Schedule

RECOMMENDATION:

Adopt a resolution approving the revised City of Madera Full Time Salary Schedule reflecting a two percent cost-of-living adjustment for applicable positions

SUMMARY:

The City is required by Government Code Sections 36506 and 37206 and the California Code of Regulations, title 2, §570.5 to publicly adopt its pay schedule. Pursuant to Memorandums of Understanding (MOUs) with the City's four (4) bargaining units, as well as the adopted Standard Terms and Conditions for employment agreements with unrepresented department heads, a two percent (2%) cost-of-living adjustment (COLA) will be effective the pay period beginning December 31, 2022. Additionally, certain positions in the General Bargaining Unit and Mid Management Employee Group were approved for range adjustments. The requested action is to adopt the revised City of Madera Full Time Salary Schedule reflecting the COLA for applicable positions.

DISCUSSION:

In November 2022, Council took action to implement a two percent (2%) COLA to be effective the pay period beginning December 31, 2022, for all four bargaining units and unrepresented department heads. This same action also approved revised pay range assignments on Schedule M for certain positions represented by the General Bargaining Unit and Mid Management Employee Group. In December 2022, Council took action to also implement a 2% COLA for the City Clerk, a direct report of the City Council, with the same effective date.

California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5 require the City to publicly adopt its pay schedule. Staff has prepared a revised City of

Madera Full Time Salary Schedule that reflects the pay rates for each position after the COLA is applied and range assignments have been adjusted per Council's prior action. The consolidated Full Time Salary Schedule will be posted on the City's website, if adopted.

FINANCIAL IMPACT:

The requested action is to adopt a consolidated public pay schedule; no new pay adjustments or increases are being requested besides those previously authorized by Council action.

ALTERNATIVES:

Council may direct staff to further modify the City's salary schedule.

ATTACHMENTS:

1. Resolution adopting the City of Madera Full Time Salary Schedule
 - a. Attachment A: City of Madera Full Time Salary Schedule

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE
EFFECTIVE DECEMBER 31, 2022**

WHEREAS, the City of Madera (City) has negotiated and adopted Side Letter Agreements with its four bargaining units that include a two percent (2%) cost-of-living adjustment to be effective December 31, 2022, and salary range assignment adjustments for certain positions; and

WHEREAS, the City has adopted revised Standard Terms and Conditions for unrepresented department heads that include a two percent (2%) cost-of-living adjustment to be effective December 31, 2022; and

WHEREAS, the City Council has amended the City Clerk’s Employment Agreement to include a two percent (2%) cost-of-living adjustment to be effective December 31, 2022; and

WHEREAS, the City has prepared a consolidated Full Time Salary Schedule that captures these changes in a single schedule to be published on its website.

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

1. The above recitals are true and correct.
2. Effective December 31, 2022, the City of Madera Full Time Salary Schedule provided as Attachment A is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

**City of Madera Full Time Salary Schedule
Effective 12/31/2022**

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
City Clerk	EXE	419	\$2,707.96	\$2,843.81	\$2,985.65	\$3,134.98	\$3,291.80	\$3,456.62
City Manager	EXE	587	\$6,137.22	\$6,444.23	\$6,766.42	\$7,104.77	\$7,459.76	\$7,832.87
Accountant (Junior)	GBU	282	\$1,451.16	\$1,523.77	\$1,600.10	\$1,680.13	\$1,763.87	\$1,852.38
Accounting Technician I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Accounting Technician II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Accounting Technician III	GBU	300	\$1,587.38	\$1,666.88	\$1,750.09	\$1,837.54	\$1,929.76	\$2,026.22
Administrative Assistant	GBU	303	\$1,611.23	\$1,691.79	\$1,776.59	\$1,865.63	\$1,958.91	\$2,056.43
Animal Control Officer	GBU	290	\$1,510.53	\$1,585.79	\$1,665.29	\$1,748.50	\$1,835.95	\$1,927.64
Assistant Planner	GBU	352	\$2,057.49	\$2,160.32	\$2,268.44	\$2,381.86	\$2,501.11	\$2,626.19
Building Permit Technician	GBU	288	\$1,495.15	\$1,569.89	\$1,648.33	\$1,731.01	\$1,817.40	\$1,908.56
Combination Building Inspector	GBU	348	\$2,016.68	\$2,117.92	\$2,223.39	\$2,334.69	\$2,451.82	\$2,574.25
Computer Technician	GBU	344	\$1,976.93	\$2,076.04	\$2,179.93	\$2,288.58	\$2,403.06	\$2,523.37
Construction Inspector I	GBU	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02
Construction Inspector II	GBU	342	\$1,957.32	\$2,055.37	\$2,158.20	\$2,265.79	\$2,379.21	\$2,498.46
Deputy City Clerk	GBU	311	\$1,676.95	\$1,760.69	\$1,848.67	\$1,941.42	\$2,038.41	\$2,140.18
Electrician II	GBU	361	\$2,151.84	\$2,259.43	\$2,372.85	\$2,491.04	\$2,615.59	\$2,746.51
Electrician III	GBU	381	\$2,377.62	\$2,496.87	\$2,629.37	\$2,752.34	\$2,890.14	\$3,034.83
Engineering Technician I	GBU	302	\$1,603.28	\$1,683.84	\$1,767.58	\$1,856.09	\$1,948.84	\$2,046.36
Engineering Technician II	GBU	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02
Engineering Technician III	GBU	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69
Facilities Maintenance Technician	GBU	289	\$1,502.57	\$1,577.84	\$1,656.81	\$1,739.49	\$1,826.41	\$1,918.10
Grants Specialist	GBU	299	\$1,579.43	\$1,658.40	\$1,741.61	\$1,828.53	\$1,920.22	\$2,016.15
Industrial Electrical Technician	GBU	381	\$2,377.62	\$2,496.87	\$2,629.37	\$2,752.34	\$2,890.14	\$3,034.83
Lead Electrician	GBU	401	\$2,627.25	\$2,758.70	\$2,896.50	\$3,041.19	\$3,193.30	\$3,352.83
Maintenance Technician	GBU	308	\$1,652.04	\$1,734.72	\$1,821.64	\$1,912.80	\$2,008.20	\$2,108.37
Mechanic I	GBU	286	\$1,480.31	\$1,554.52	\$1,632.43	\$1,714.05	\$1,799.38	\$1,889.48
Mechanic II	GBU	301	\$1,595.33	\$1,675.36	\$1,759.10	\$1,847.08	\$1,939.30	\$2,036.29
Mechanic III	GBU	321	\$1,762.81	\$1,850.79	\$1,943.54	\$2,040.53	\$2,142.83	\$2,249.89
Neighborhood Outreach Assistant	GBU	276	\$1,408.23	\$1,478.72	\$1,552.93	\$1,630.31	\$1,711.93	\$1,797.79
Neighborhood Outreach Coordinator	GBU	306	\$1,635.61	\$1,717.76	\$1,803.62	\$1,893.72	\$1,988.06	\$2,087.70
Neighborhood Preservation Specialist I	GBU	310	\$1,668.47	\$1,752.21	\$1,839.66	\$1,931.88	\$2,028.34	\$2,129.58

**City of Madera Full Time Salary Schedule
Effective 12/31/2022**

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Neighborhood Preservation Specialist II	GBU	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24
Neighborhood Preservation Specialist III	GBU	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69
Office Assistant I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Office Assistant II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Parks Leadworker	GBU	323	\$1,780.30	\$1,869.34	\$1,963.15	\$2,061.20	\$2,164.03	\$2,272.15
Parks Worker I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Parks Worker II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Parks Worker III	GBU	303	\$1,611.23	\$1,691.79	\$1,776.59	\$1,865.63	\$1,958.91	\$2,056.43
Payroll Specialist	GBU	316	\$1,719.35	\$1,805.21	\$1,895.84	\$1,990.18	\$2,089.82	\$2,194.24
Plans Examiner	GBU	360	\$2,141.24	\$2,248.30	\$2,360.66	\$2,478.85	\$2,602.87	\$2,732.73
Public Works Equipment Operator	GBU	303	\$1,611.23	\$1,691.79	\$1,776.59	\$1,865.63	\$1,958.91	\$2,056.43
Public Works Maintenance Lead Worker	GBU	323	\$1,780.30	\$1,869.34	\$1,963.15	\$2,061.20	\$2,164.03	\$2,272.15
Public Works Maintenance Worker I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Public Works Maintenance Worker II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Purchasing Assistant	GBU	280	\$1,436.85	\$1,508.41	\$1,584.20	\$1,663.17	\$1,746.38	\$1,833.83
Recreation/Community Programs Coordinator	GBU	313	\$1,693.91	\$1,778.71	\$1,867.22	\$1,961.03	\$2,059.08	\$2,161.91
Solid Waste/Recycling Assistant	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Solid Waste/Recycling Coordinator	GBU	313	\$1,693.91	\$1,778.71	\$1,867.22	\$1,961.03	\$2,059.08	\$2,161.91
Water Conservation Customer Service Representative	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Water Conservation Specialist	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Water Quality Specialist I	GBU	320	\$1,753.80	\$1,841.78	\$1,934.00	\$2,030.46	\$2,132.23	\$2,238.76
Water Quality Specialist II	GBU	340	\$1,938.24	\$2,034.70	\$2,136.46	\$2,243.53	\$2,355.89	\$2,473.55
Water Quality Specialist In Training	GBU	293	\$1,532.79	\$1,609.64	\$1,690.20	\$1,774.47	\$1,863.51	\$1,956.79
Water System Lead Worker	GBU	365	\$2,195.30	\$2,305.01	\$2,420.55	\$2,541.39	\$2,668.59	\$2,802.16
Water System Technician	GBU	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69
Water System Worker I	GBU	293	\$1,532.79	\$1,609.64	\$1,690.20	\$1,774.47	\$1,863.51	\$1,956.79
Water System Worker II	GBU	320	\$1,753.80	\$1,841.78	\$1,934.00	\$2,030.46	\$2,132.23	\$2,238.76
Water System Worker III	GBU	340	\$1,938.24	\$2,034.70	\$2,136.46	\$2,243.53	\$2,355.89	\$2,473.55
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$1,987.00	\$2,086.11	\$2,190.53	\$2,300.24	\$2,415.25	\$2,536.09
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,195.30	\$2,305.01	\$2,420.55	\$2,541.39	\$2,668.59	\$2,802.16
WWTP Lead Operator	GBU	383	\$2,401.47	\$2,521.78	\$2,647.92	\$2,779.90	\$2,919.29	\$3,065.04

**City of Madera Full Time Salary Schedule
Effective 12/31/2022**

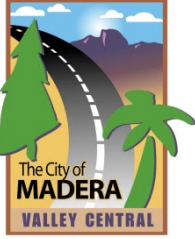
Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
WWTP Mechanic	GBU	375	\$2,307.66	\$2,423.20	\$2,544.04	\$2,671.24	\$2,804.81	\$2,945.26
WWTP Operator I	GBU	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02
WWTP Operator II	GBU	344	\$1,976.93	\$2,076.04	\$2,179.93	\$2,288.58	\$2,403.06	\$2,523.37
WWTP Operator III	GBU	364	\$2,184.70	\$2,293.88	\$2,408.36	\$2,528.67	\$2,655.34	\$2,787.85
WWTP Operator In Training	GBU	301	\$1,595.33	\$1,675.36	\$1,759.10	\$1,847.08	\$1,939.30	\$2,036.29
Chief Building Official	M	464	\$3,526.64	\$3,702.79	\$3,887.77	\$4,082.63	\$4,286.32	\$4,500.92
City Engineer	M	512	\$4,480.65	\$4,704.61	\$4,939.47	\$5,186.81	\$5,446.10	\$5,718.38
Communications Manager	M	456	\$3,388.42	\$3,557.81	\$3,736.04	\$3,922.58	\$4,119.00	\$4,324.77
Director of Community Development	M	535	\$5,025.21	\$5,276.18	\$5,540.15	\$5,817.11	\$6,108.09	\$6,413.63
Director of Financial Services	M	525	\$4,780.47	\$5,019.49	\$5,270.47	\$5,533.91	\$5,810.87	\$6,101.34
Director of Human Resources	M	513	\$4,503.00	\$4,727.99	\$4,964.41	\$5,212.79	\$5,473.12	\$5,746.96
Director of Parks & Community Services	M	509	\$4,414.14	\$4,634.46	\$4,866.21	\$5,109.39	\$5,365.04	\$5,633.16
Information Services Manager	M	474	\$3,706.94	\$3,892.45	\$4,086.78	\$4,290.99	\$4,505.59	\$4,731.11
Planning Manager	M	476	\$3,743.84	\$3,931.42	\$4,127.83	\$4,334.12	\$4,550.80	\$4,778.39
Police Chief	M	554	\$5,524.56	\$5,801.00	\$6,090.94	\$6,395.44	\$6,715.00	\$7,050.68
Public Works Operations Director	M	508	\$4,391.80	\$4,611.60	\$4,842.31	\$5,084.45	\$5,338.54	\$5,605.10
Crime Analysis Technician	MPOA	306	\$1,635.61	\$1,717.76	\$1,803.62	\$1,893.72	\$1,988.06	\$2,087.70
Police Corporal	MPOA	383	\$2,401.47	\$2,521.78	\$2,647.92	\$2,779.90	\$2,919.29	\$3,065.04
Police Officer I	MPOA	363	\$2,173.57	\$2,282.22	\$2,396.17	\$2,515.95	\$2,642.09	\$2,774.07
Police Officer II	MPOA	373	\$2,284.87	\$2,398.82	\$2,519.13	\$2,644.74	\$2,777.25	\$2,916.11
Police Officer Trainee	MPOA	333	\$1,871.46	\$1,965.27	\$2,063.32	\$2,166.68	\$2,274.80	\$2,388.75
Police Sergeant	MPOA	426	\$2,976.00	\$3,124.93	\$3,281.28	\$3,445.06	\$3,617.31	\$3,798.04
Property & Evidence Officer	MPOA	296	\$1,556.11	\$1,634.02	\$1,715.64	\$1,801.50	\$1,891.60	\$1,985.94
Public Safety Dispatcher	MPOA	294	\$1,540.74	\$1,617.59	\$1,698.68	\$1,783.48	\$1,872.52	\$1,966.33
Records Clerk	MPOA	270	\$1,366.89	\$1,435.26	\$1,506.81	\$1,582.61	\$1,661.58	\$1,744.79

**City of Madera Full Time Salary Schedule
Effective 12/31/2022**

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Executive Secretary to the Chief of Police	LEMM	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24	\$2,412.07	\$2,470.90	\$2,529.73	\$2,588.56
Police Auxiliary Services Supervisor	LEMM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66
Police Commander	LEMM	504	\$4,391.12	\$4,611.08	\$4,841.63	\$5,083.31	\$5,337.72	\$5,604.31				
Police Lieutenant	LEMM	487	\$4,034.43	\$4,235.83	\$4,447.83	\$4,670.44	\$4,903.64	\$5,149.03				
Police Office Supervisor	LEMM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66
Accountant I	MM	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02	\$2,317.54	\$2,374.07	\$2,430.59	\$2,487.12
Accountant II	MM	362	\$2,162.97	\$2,271.09	\$2,384.51	\$2,503.76	\$2,628.84	\$2,760.29	\$2,829.29	\$2,898.30	\$2,967.31	\$3,036.31
Administrative Analyst I	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Administrative Analyst II	MM	386	\$2,438.04	\$2,559.94	\$2,687.67	\$2,822.30	\$2,963.28	\$3,111.15	\$3,188.93	\$3,266.71	\$3,344.49	\$3,422.27
Assistant Engineer	MM	392	\$2,511.71	\$2,637.32	\$2,769.30	\$2,907.63	\$3,053.38	\$3,206.02	\$3,286.17	\$3,366.32	\$3,446.47	\$3,526.63
Associate Civil Engineer	MM	420	\$2,888.55	\$3,032.71	\$3,184.29	\$3,343.83	\$3,510.78	\$3,686.21	\$3,778.37	\$3,870.52	\$3,962.68	\$4,054.83
Associate Planner	MM	368	\$2,228.69	\$2,339.99	\$2,457.12	\$2,579.55	\$2,708.87	\$2,844.03	\$2,915.13	\$2,986.23	\$3,057.33	\$3,128.43
Communications Specialist	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Deputy City Engineer	MM	467	\$3,651.23	\$3,834.08	\$4,025.42	\$4,226.82	\$4,438.29	\$4,659.84	\$4,776.33	\$4,892.83	\$5,009.32	\$5,125.82
Electrical and Facilities Operations Manager	MM	421	\$2,902.86	\$3,048.08	\$3,200.19	\$3,360.26	\$3,528.27	\$3,704.76	\$3,797.38	\$3,890.00	\$3,982.62	\$4,075.24
Engineering Project Manager	MM	419	\$2,873.71	\$3,017.87	\$3,168.39	\$3,326.86	\$3,493.29	\$3,668.19	\$3,759.90	\$3,851.60	\$3,943.31	\$4,035.01
Executive Secretary	MM	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24	\$2,412.07	\$2,470.90	\$2,529.73	\$2,588.56
Executive Secretary to City Administrator	MM	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24	\$2,412.07	\$2,470.90	\$2,529.73	\$2,588.56
Financial Services Manager	MM	446	\$3,288.17	\$3,452.48	\$3,625.26	\$3,806.52	\$3,996.80	\$4,196.61	\$4,301.52	\$4,406.44	\$4,511.35	\$4,616.27
Fleet Operations Manager	MM	404	\$2,667.00	\$2,800.04	\$2,939.96	\$3,087.30	\$3,241.53	\$3,403.72	\$3,488.81	\$3,573.90	\$3,658.99	\$3,744.09
Grant Administrator	MM	446	\$3,288.17	\$3,452.48	\$3,625.26	\$3,806.52	\$3,996.80	\$4,196.61	\$4,301.52	\$4,406.44	\$4,511.35	\$4,616.27
Grant Analyst	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Human Resources Technician	MM	290	\$1,510.53	\$1,585.79	\$1,665.29	\$1,748.50	\$1,835.95	\$1,927.64	\$1,975.83	\$2,024.02	\$2,072.22	\$2,120.41
Human Resources Technician II	MM	310	\$1,668.47	\$1,752.21	\$1,839.66	\$1,931.88	\$2,028.34	\$2,129.58	\$2,182.81	\$2,236.05	\$2,289.29	\$2,342.53
Neighborhood Preservation Supervisor	MM	380	\$2,365.96	\$2,484.15	\$2,608.17	\$2,739.09	\$2,875.83	\$3,019.46	\$3,094.95	\$3,170.43	\$3,245.92	\$3,321.41
Network Administrator	MM	389	\$2,474.61	\$2,598.10	\$2,727.96	\$2,864.70	\$3,007.80	\$3,158.32	\$3,237.28	\$3,316.24	\$3,395.20	\$3,474.15
Park Planning Manager	MM	426	\$2,976.00	\$3,124.93	\$3,281.28	\$3,445.06	\$3,617.31	\$3,798.04	\$3,892.99	\$3,987.94	\$4,082.90	\$4,177.85
Parks Manager	MM	385	\$2,425.85	\$2,546.69	\$2,674.42	\$2,807.99	\$2,948.44	\$3,095.78	\$3,173.18	\$3,250.57	\$3,327.96	\$3,405.36
Parks Supervisor	MM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66
Procurement Services Manager	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Program Manager-Grants	MM	366	\$2,206.43	\$2,316.67	\$2,432.74	\$2,554.11	\$2,681.84	\$2,815.94	\$2,886.33	\$2,956.73	\$3,027.13	\$3,097.53
Recreation/Community Programs Manager	MM	390	\$2,486.80	\$2,611.35	\$2,741.74	\$2,879.01	\$3,022.64	\$3,174.22	\$3,253.58	\$3,332.93	\$3,412.29	\$3,491.64
Recreation/Community Programs Supervisor	MM	353	\$2,068.09	\$2,171.45	\$2,279.57	\$2,393.52	\$2,513.30	\$2,638.91	\$2,704.89	\$2,770.86	\$2,836.83	\$2,902.80
Redevelopment Agency Secretary	MM	342	\$1,957.32	\$2,055.37	\$2,158.20	\$2,265.79	\$2,379.21	\$2,498.46	\$2,560.92	\$2,623.38	\$2,685.85	\$2,748.31
Redevelopment Manager	MM	427	\$2,990.84	\$3,140.30	\$3,297.71	\$3,462.55	\$3,635.33	\$3,817.12	\$3,912.55	\$4,007.98	\$4,103.41	\$4,198.83
Safety Officer	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Senior Civil Engineer	MM	439	\$3,175.28	\$3,334.29	\$3,500.71	\$3,676.14	\$3,859.52	\$4,052.45	\$4,153.76	\$4,255.07	\$4,356.38	\$4,457.69
Senior Planner	MM	429	\$3,021.05	\$3,172.10	\$3,330.58	\$3,497.00	\$3,671.90	\$3,855.28	\$3,951.67	\$4,048.05	\$4,144.43	\$4,240.81
Solid Waste Manager	MM	353	\$2,068.09	\$2,171.45	\$2,279.57	\$2,393.52	\$2,513.30	\$2,638.91	\$2,704.89	\$2,770.86	\$2,836.83	\$2,902.80
Streets & Storm Drainage Ops. Manager	MM	385	\$2,425.85	\$2,546.69	\$2,674.42	\$2,807.99	\$2,948.44	\$3,095.78	\$3,173.18	\$3,250.57	\$3,327.96	\$3,405.36
Streets & Storm Drainage Supervisor	MM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66

**City of Madera Full Time Salary Schedule
Effective 12/31/2022**

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Tyler Munis Implementation Project Manager	MM	408	\$2,720.53	\$2,856.75	\$2,999.32	\$3,149.31	\$3,306.72	\$3,472.09	\$3,558.89	\$3,645.69	\$3,732.49	\$3,819.30
Utility Billing Supervisor	MM	334	\$1,881.00	\$1,974.81	\$2,073.92	\$2,177.28	\$2,286.46	\$2,400.41	\$2,460.42	\$2,520.43	\$2,580.44	\$2,640.45
Waste Water Treatment Plant Manager	MM	459	\$3,508.66	\$3,684.09	\$3,868.00	\$4,061.46	\$4,264.45	\$4,478.04	\$4,589.99	\$4,701.95	\$4,813.90	\$4,925.85
Wastewater Collection System Supervisor	MM	346	\$1,997.07	\$2,096.71	\$2,201.66	\$2,311.90	\$2,427.44	\$2,548.81	\$2,612.53	\$2,676.25	\$2,739.97	\$2,803.69
Water & Sewer Operations Manager	MM	423	\$2,932.01	\$3,078.29	\$3,232.52	\$3,394.18	\$3,563.78	\$3,741.86	\$3,835.41	\$3,928.96	\$4,022.50	\$4,116.05
Water Meter & Conservation Supervisor	MM	340	\$1,938.24	\$2,034.70	\$2,136.46	\$2,243.53	\$2,355.89	\$2,473.55	\$2,535.39	\$2,597.23	\$2,659.07	\$2,720.91
Water System Supervisor	MM	385	\$2,425.85	\$2,546.69	\$2,674.42	\$2,807.99	\$2,948.44	\$3,095.78	\$3,173.18	\$3,250.57	\$3,327.96	\$3,405.36



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: B-5

SUBJECT:

Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

RECOMMENDATION:

Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days

SUMMARY:

On January 19, 2022, the Council elected to return to remote meetings as permitted under AB 361. Approval of the resolution allows for the remote meeting procedures that the City had been using throughout the COVID-19 pandemic, subject to certain requirements that must be considered as part of the determination (by resolution) to adopt remote meeting protocols.

DISCUSSION:

The City may meet via remote teleconferencing if it adopts a resolution, that makes specific findings in support of conducting remote meetings. The City may extend the authorization in additional 30 day increments for the duration of the declared emergency, or until the Council decides to return to in-person meetings, or otherwise continues to comply with the regular remote meeting requirements of the Brown Act.

Table 1 identifies the differences between standard Brown Act remote teleconferencing and AB 361 teleconferencing. It is noted the City must still provide advance notice of public meetings and must continue to post meeting agendas consistent with the provisions of the Brown Act.

Table 1: Comparison of Public Meeting requirements (Brown Act vs. AB 361)

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

Table 1: Comparison of Public Meeting requirements (Brown Act vs. AB 361)

<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
	<p>event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.</p> <ul style="list-style-type: none">▪ Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed.

ATTACHMENTS:

1. Resolution Regarding Remote Teleconference Meetings

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;

4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

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

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

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

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

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

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

WHEREAS, the City Council affirms that it will allow for observation and participation by Council Members as well as Board, Commission, and Standing Committee Members and the

public via Zoom in an effort to protect the constitutional and statutory rights of all attendees;
and

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

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

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

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

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

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

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

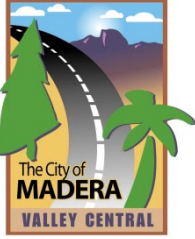
Section 6. The City Council hereby authorizes the City Council and all of the Boards, Commissions, and Standing Committees of City to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government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

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

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) January 20, 2023 or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without

compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

* * *



REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnaldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

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 2022 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 2022 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:

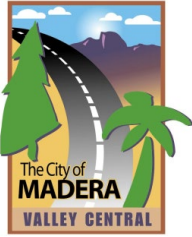
None. Action is required to ensure compliance with the Maddy Act.

ATTACHMENTS:

1. 2022 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.cityofmadera.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	12/01/22
	District 2	Cynthia Ortegon	01/16/19	12/01/24
	District 3	Saim Mohammad	05/04/22	12/01/22
	District 4	Muhammad Latif	06/02/21	12/01/24
	District 5	Gladys Marroquin	08/24/22	12/01/22
	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	12/01/22
	District 2	Issa Zacharia	05/16/18	12/01/24
	District 3	Johanna Torres	05/19/21	12/01/22
	District 4	Stanley Mackey	05/19/21	12/01/24
	District 5	Felipe Grimaldo Jimenez	02/06/19	12/01/22
	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	12/01/22
	District 2	Rohi Zacharia	02/15/17	12/01/24
	District 3	Debra M. Basila	03/17/21	12/01/22
	District 4	Robert Gonzalez	05/19/21	12/01/24
	District 5	Agapita Rocha	01/16/19	12/01/22
	District 6	Cynthia Moreno-Procopio	03/17/21	12/01/24
Civil Service Commission	At-Large Appointment	Dennis Smith	10/05/22	12/01/24
		Nick Salinas	02/02/22	12/01/22
		Celeste Voyles	02/02/22	12/01/24
		Saim Mohammad	02/02/22	12/01/22
		Julius Washington	02/02/22	12/01/24
		Vacant	----	----
		Muhammad Latif	02/02/22	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	12/01/22
	District 2	Alyssia Arredondo	03/01/17	12/01/24
	District 3	Stephanie Nathan	03/18/20	12/01/22
	District 4	DJ Becker	01/20/21	12/01/24
	District 5	Olga P. Garcia	01/16/19	12/01/22
	District 6	Dulce Arredondo	03/03/21	12/01/24
Loan Review Committee	At-Large Appointment	Elvin Martin	03/1/06	N/A
		John Molina	03/1/06	N/A
		Muhammad Latif	02/20/19	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	12/01/22
	District 2	Rohi Zacharia	01/06/21	12/01/24
	District 3	Saim Mohammad	05/04/22	12/01/22
	District 4	Balwinder Singh	06/02/21	12/01/24
	District 5	Jose Chavez Garcia	05/04/22	12/01/22
	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	12/01/22
	District 2	Muhammad Latif	11/20/19	12/01/24
	District 3	Marie Luna	02/20/19	12/01/22
	District 4	Patricia Carreon	09/15/21	12/01/24
	District 5	Otilia Morales	02/20/19	12/01/22
	District 6	Vacant	----	----
Youth Commission	Mayor	Alexia Sanchez	04/03/19	12/01/20
	District 1	Juliet Orozco	01/13/21	12/01/22
	District 2	Avery Cordero	08/23/19	12/01/20
	District 3	Vacant	---	---
	District 4	Isabella Ventura	04/03/19	12/01/20
	District 5	Xochi Pineda	08/26/20	12/01/20
	District 6	Isha Bains	04/03/19	12/01/20

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. Appointments are made by Council Members.

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. Appointments are made by City Council Members.

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. 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: This committee is composed of seven members appointed by the Council. 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.

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

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

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 who are individually appointed, one appointee for the Mayor and each of the Council Members. Appointees must reside within the City limits. Meetings are held on the second Tuesday of each month beginning at 6:00 p.m.

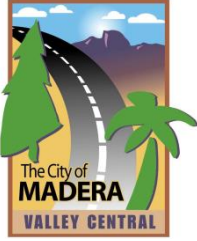
Responsibilities: Develop, maintain and amend the General Plan and Specific Plans as deemed appropriate; discretionary approval of development proposals, including subdivisions, use permits, and variances; discuss overall planning for the City, including ordinances, special studies, zoning, subdivisions 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). Seven (7) members are appointed by individual Council Members. 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 Include: 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 consists of seven members. Each member of the City Council shall appoint one member to the Commission from their district; the Mayor shall appoint one member from the city-at-large. The Commission meets on the second Wednesday of each month at 5:00 p.m.

Responsibilities Include: 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 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:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: B-7

SUBJECT:

Agreement for Affordable Care Act (ACA) Reporting Services

RECOMMENDATION:

Adopt a resolution approving an agreement for 2022 ACA reporting services with Workterra

SUMMARY:

Annually, the City must generate and file with both the Internal Revenue Service (IRS) and California Franchise Tax Board (FTB) reporting on employee benefits as well as other plan information in compliance with the ACA. Through its membership in the PRISMHealth pool for employee health plans, the City utilizes Workterra for online benefits administration. As an add-on service to the standard benefit administration system, Workterra can generate and complete all required reporting on the City's behalf. Staff is recommending entering into an agreement with Workterra to perform the necessary reporting and maintain compliance with both federal and state reporting requirements.

DISCUSSION:

The ACA was enacted into law in 2010 and has various requirements that insurance companies and employers must follow. One of the requirements for employers is annual reporting to the IRS that includes information on coverage offered to benefit-eligible employees, whether they accepted the offer of coverage, and the affordability of the plan offered. More recently, the State of California has required employers to submit the same data to the FTB.

When the City joined the PRISMHealth pool in 2021 for employee health plan offerings, as part of that relationship, Workterra acts as the City's online benefit administration system. Workterra offers add-on services to PRISMHealth employers, including ACA reporting. The reporting services are offered at a flat fee per benefit-eligible employee plus a flat fee for the electronic filing with both the IRS and FTB. Based on the number of benefit-eligible employees in the prior

year reporting, the estimated cost of this service is summarized in Table 1. The final cost might be slightly different depending on the number of benefit-eligible employees who worked for the City during calendar year 2022.

Table 1: Estimated Cost of Reporting Services	
Item	Cost
Generate and mail Form 1095 (\$3.30 each)	\$855
Generate XML and file with IRS, including corrections	\$5,000
Generate XML and file with FTB, including corrections	\$2,500
Estimated Total	\$8,355

FINANCIAL IMPACT:

The cost of these reporting services will be paid from the adopted operating budgeted within the Insurance Reserve Fund. Adequate funds were included in the budget and no additional appropriation is requested.

ALTERNATIVES:

Council could direct staff to explore other options for completing the reporting requirements.

ATTACHMENTS:

1. Resolution approving agreement for ACA reporting services with Workterra
 - a. Exhibit 1: Statement of Work – ACA Calendar Year 2022 reporting services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT WITH WORKTERRA FOR 2022 AFFORDABLE
CARE ACT REPORTING SERVICES**

WHEREAS, the City of Madera is required to complete Affordable Care Act reporting with both the Internal Revenue Service and California Franchise Tax Board; and

WHEREAS, through its membership in the PRISMHealth pool, the City utilizes Workterra for online benefit administration of health and welfare plans; and

WHEREAS, Workterra offers add-on services to its clients, including Affordable Care Act reporting; and

WHEREAS, an agreement has been prepared between the City of Madera and Workterra for 2022 Affordable Care Act reporting services that is in the best interests of both parties.

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

1. The above recitals are true and correct.
2. The Agreement for 2022 Affordable Care Act reporting services between the City and Workterra, a copy of which is attached hereto as Exhibit 1 and incorporated herein, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

STATEMENT OF WORK – ACA calendar year 2022

This Agreement is between City of Madera (“Client”) and Workterra (“Vendor”) dated December 8, 2022. All capitalized terms used herein, but not defined herein, will have the meanings set forth in the Agreement. Unless expressly modified herein, all terms in the Agreement shall remain unchanged and in full force and effect.

1. SOW TERM. Vendor will provide the Services described in this SOW beginning on the date of Statement of Work – ACA calendar year 2022 and will be effective for only the ACA services described herein for the 2022 calendar year.
2. APPLICATIONS. The Applications included in the scope of this SOW are as follows: Workterra ACA Module
3. SCOPE AND DESCRIPTION OF SERVICES. The Services included in the scope of this SOW are as follows:

WORKTERRA will work with the client to establish the tools that the client intends to use and provide set up documentation and training.

Workterra will upload electronic files provided by clients directly to Workterra that will include information on employees who are not currently housed in the Workterra system but will be in the software for ACA tracking purposes and who may become eligible based on hours worked.

For those using the measurement period calculator, clients will forward files in the Workterra format for hours worked. Workterra will upload those as received.

A. Implementation services

Client will confirm in writing to Vendor the specific services to be utilized. Any additional information required to complete the client filing for 2022 will be uploaded into Workterra based on agreed upon timelines for delivery of this data.

Note that Workterra is not acting as a compliance consultant or advisor. These tools are for the use of our clients as they see fit. Workterra will not provide legal advice or guarantee regulatory results.

Workterra will not be responsible for any fees or penalties incurred by clients for ACA compliance.

The client is responsible for following the legal requirements and ensuring that all information provided is correct.

B. Reporting Services

Workterra will provide 1095C forms for the eligible employees that are housed in Workterra as of the date that the forms are due to be delivered to the employees. The delivery of the 1095 forms will be based on dates that will be sent in early December for client sign-off.

The 1094C form will be provided and include information and copies of all 1095C forms that were delivered for employee fulfillment. This form will be provided in an electronic format after client testing form has been received.

1095-C Form Generation	\$2.50 per form	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<ul style="list-style-type: none"> -Create draft 1095C forms based on the information in Workterra -Deliver draft 1095C forms to Client in January 2023 -Deliver final 1095Cs to client in January 2023 			
OR			
1095-C Form Mailing	\$3.30 per form	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> -Create draft 1095C forms based on the information in Workterra -Deliver draft 1095C forms to Client in January 2023 -Deliver final 1095Cs to client in January 2023 -Workterra will mail 1095-C forms to Employees via first class mail by the IRS deadline 			
Returned mailers will not be returned and will be destroyed upon receipt	Understood	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

C. Filing Services

This is an optional service for clients who have contracted with Workterra to provide the 1095C forms. Workterra will file the 1094C and 1095C forms with the IRS through the IRS electronic process on or before the 2022 filing deadline on behalf of the employer.

Clients who are required to file in an electronic format and who have elected to file on their own behalf will receive an electronic file in the required IRS format at least two weeks prior to the deadline for 2022 filing dependent on Workterra receiving the approval on the forms by the timeline provided.

All delivery dates are subject to the employer forwarding required information by agreed upon dates.

Providing a Test File to the Client for the Client to File with the IRS	\$1,500.00	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<ul style="list-style-type: none"> -Creation of the 1094C / 1095C XML file in the IRS format -Submission to the Client at least one week before the IRS deadline -Checking for processing updates from the IRS website once per week -Defining and distributing to the client any error codes that occur from the IRS filing 			
Providing the File to the Client for the Client to File with the IRS	\$2,500.00	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<ul style="list-style-type: none"> -Creation of the IRS XML for the Client after corrections are made -Submission to the Client by the IRS deadline -Checking for processing updates from the IRS website once per week -Defining and distributing to the client any error codes that occur from the IRS filing -Per refile fee 			
Providing the Refile to the Client for the Client to Refile with the IRS	\$1,500.00	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

OR

Creation and Submission of the 1094/1095 XML	\$5,000.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
-Creation of the 1094C / 1095C XML file in the IRS format -Submission to the IRS on the Client's behalf by the IRS deadline -Checking for processing updates from the IRS website once per week -Defining and distributing to the client any error codes that occur from the IRS filing -Creating a refile of the IRS XML for the Client after corrections are made -Submission of the refile to the IRS on the Client's behalf by the IRS deadline -Defining and distributing to the client any final error codes that occur from the IRS filing			
Any additional refiles to the IRS after first refile (fee per file)	\$1,500.00	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

D. State Mandates for 2022

This is a service for clients who wish to contract with Workterra to file the 1094C for California, New Jersey and / or Washington D.C. through the IRS electronic process. This service is only available to clients electing Creation and Submission of the 1094/1095 XML file to the IRS, as noted above in section C.

Please indicate for each file		Yes	No
- California	\$2500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- New Jersey	\$2500	<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Washington D.C.	\$2500	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Fees

Definition of Codes or Researching Codes	\$175.00 per hour
-Providing definition or research on IRS codes input onto the 1095C forms from Workterra	
Codes Change Requests by Client	\$175.00 per hour
-Changing of codes without Client providing legal guidance as to why they should be changed	
Historical & Additional Data Loads	\$2,500.00 per file
-Data load of employee data with election date, if applicable. Includes up to eight hours of data scrubbing. File must be in our format.	
Reactivating Clients	\$2,500.00 per file
- Any client that needs to be reactivated for research of ACA will incur this charge along with a monthly charge of \$250 per month that the site needs to remain open. The \$175 per hour charge for research will also apply should Workterra need to assist.	

4. FEES

In exchange for the Services listed in this SOW, Client shall pay vendor the fees outlined within this SOW. Fees for any service not specifically outlined herein will be quoted upon request. Please note – these fees are based on the services as directed by the IRS as of the signing of this SOW. If there are additional changes to the regulations that require additional coding / services, our fees may need to be re-quoted.

5. WORK PRODUCT AND INTELLECTUAL PROPERTY

For the purposes of this SOW, “Work Product” is defined as all inventions, improvements, computer programs, discoveries, ideas, processes, systems, writings or other works existing at the time of this SOW and made or conceived by Vendor, or its employees, agents or independent Vendors, solely or jointly with others, and any such information or materials which (a) are produced as part of or in the course of performing the Services; or (b) are conceived of or made during the term of or at any time following the expiration of this SOW by Vendor that are improvements, advances, changes or derivations of Vendor’s existing Work Product.

Vendor will retain all rights, title and interest it may have in its Work Product, including the source code, compilers, related documentation and materials, and any modifications and enhancements to the Work Product at all stages of development and upon completion, and all patents and copyrights in the Work Product, and nothing in this SOW shall be construed to give Client any right, title or interest therein. Client shall render all reasonably required assistance to Vendor to protect the rights described above. Client warrants it has all right, power and authority to affect all assignments, transfers, and waivers provided herein. Any jointly developed work product will be owned by Vendor who may use, license, modify, or transfer such Work Product without permission, compensation, or accounting to Client.

Client has not and shall not assign, license or otherwise transfer ownership, rights, title, or interest in the Work Product to any third party (including but not limited to copyright, patent, trademark, trade secret or any other intellectual proprietary right) or allow any lien or other encumbrance to be placed on any part of the Work Product to be created pursuant to this SOW.

6. LEGAL TERMS

Vendor shall not be responsible for providing legal or tax advice to Client. Vendor’s interpretation of applicable laws and regulations shall not constitute legal or tax advice, nor shall Client rely on such interpretation as legal or tax advice.

Vendor is not responsible for ensuring the accuracy or completeness of the applicable data, or compliance obligations or responsibilities of Client with respect to (i) the reporting requirements, employer shared responsibility requirements or other requirements under the ACA, or (ii) other applicable laws and regulations.

Client shall have full responsibility and liability for payment of claims in accordance with the provisions of the health plan. Vendor shall not be liable or use its funds for damages related to an action for benefits against Client, Vendor, or the health plan. Vendor is not responsible for payment of any expense of the client or health plan, including, but not limited to, the fees of an attorney, accountant, or other individual or entity not employed by Vendor who provides services to the Plan at the request of or with the prior consent of Client.

7. INVOICING

Subject to the terms and conditions of the agreement, payment for Services will be due ten (10) days after Client’s receipt of a complete invoice. The fees will be billed directly to the Client.

Recurring Fees: PEPM, PPPM, fulfillment, or other agreed upon charges specifically identified in this SOW will be billed according to this SOW.

Optional Services: Additional services may be elected and will be estimated and signed off by Client prior to work beginning. In some cases, an additional SOW will be completed.

Changes: Requests for changes to the configuration of the system, or files will be quoted based on the hourly rate listed in Attachment A. Work will not begin on changes until the change request form has been fully executed by both parties.

Any service not specifically outlined in this SOW will be quoted upon request.

This SOW may be executed in one or more counterparts, and if in more than one counterpart, each, when taken together, shall constitute one and the same instrument. Signatures on this SOW which are exchanged by facsimile or other electronic means are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their respective authorized representatives effective as of the date last written below.

City of Madera

Workterra

By: _____

By: _____

Name:

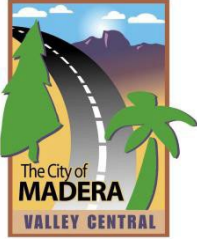
Name: Jon Shanahan

Title:

Title: President and CEO

Date:

Date:



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Joy Canfield, Interim Finance Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: B-8

SUBJECT:

Adoption of New Purchasing Procedures Ordinance

RECOMMENDATION:

Waive the Second Reading and Adoption of an Ordinance of the City of Madera Repealing Sections 2-2.501, 2-2.502, and 2-2.503 of the Madera Municipal Code and Adopting New Chapter 4 to Title II of the Madera Municipal Code Relating to Purchasing Procedures and Including Adoption of the Uniform Public Construction Cost Accounting Act and Rescinding Current Procurement Procedures that are Inconsistent with this Ordinance

SUMMARY:

This ordinance relating to the Purchasing Procedures was first introduced at the December 7, 2022 Council meeting. This represents the second reading and adoption.

Madera Municipal Code Sections 2-2.501, 2-2.502, and 2-2.503 Purchasing Procedures were last comprehensively updated in 1993. Given the lapse in time, it is appropriate to update the Municipal Code to enhance the efficiency of the City's purchasing procedures and to reflect contemporary purchasing guidelines. After an exhaustive review, staff prepared a draft ordinance that:

1. Delineates roles and responsibilities for contracting and purchasing as required by state law;
2. Provides authority to the City Manager on purchases and contracts below a particular threshold;
3. Streamlines the public works contract award process by adopting the California Uniform Public Construction Cost Accounting Act; and
4. Differentiates between purchasing material goods, professional services, and Public Works projects as defined by the Public Contract Code.

DISCUSSION:

The proposed ordinance facilitates fairness, objectivity, accountability, and transparency in an efficient procurement process. At the same time, the procedures in the proposed ordinance ensure the City obtains high-quality equipment, goods, and services at a cost that provides the best value to the City and encourages competition among vendors, proposers, and bidders.

The following is a summary of the proposed ordinance below.

Designation of Purchasing Agent

Consistent with Madera Municipal Code §2-2.203, the Finance Director is designated as the Purchasing Agent with the authority to delegate these duties to a city office or position.

Purchasing Amount Authority and Signature

The proposed ordinance would vest the City Manager with purchasing authority for contracts for the purchase of goods and services of less than \$60,000 per project per fiscal year unless the Council expressly reserves approval on a particular purchase or contract or the City Manager requests Council approval. This also includes contracts not measured monetarily, such as the waiver of indemnification and insurance. Contracts for \$60,000 or more would continue to be submitted to the Council for consideration.

Basic Procedures

The proposed ordinance includes procedures for purchasing materials, supplies, equipment, and services to ensure the City pays fair prices and receives commensurate value. In short:

- The procedures are basic for purchases less than \$6,000
- Requires price quotes for purchases between \$6,000 and less than \$15,000
- Requires written specifications and price quotes from a minimum of 3 vendors (if available) for purchases between \$15,000 and less than \$60,000
- Requires more rigorous bidding procedures for contracts of \$60,000 or higher, such as a request for proposal (RFP) or request for qualifications (RFQ).

Language that prohibits the evasion of the procedures by splitting or separating purchases and contracts is included. In addition, the proposed ordinance revises the limits for purchases and contracts that are not public projects. A comparison of current limits and proposed limits is provided in Table 1.

Table 1: Summary of Proposed Changes to Purchase Order Limits		
Current Limit	Proposed Limit	Proposed Purchase Order Status
Less than \$2,500	Less than \$6,000	No Purchase Order required
\$2,500 - \$50,000	\$6,000 – \$15,000	Purchase Order required with 3 informal quotes; lowest quote in writing from the vendor
N/A	\$15,000 - \$60,000	Purchase required with written specifications and at least 3 quotes in writing
\$50,000 or more	\$60,000 or more	Written price quotes from 3 vendors through the bidding process or RFP/RFQ. Requires City Council action.

Uniform Public Construction Cost Accounting Act Procedures for Public Projects

The proposed ordinance adopts the Uniform Public Construction Cost Accounting Act Procedures ('UPCCAA'). Currently, public works projects must be bid as required by the Public Contract Code ("PCC"). In a general law city like Madera, public works projects over \$5,000 must be awarded to the lowest responsible bidder, regardless of where the bidder is located (PCC Section 20162.) A "public project" may be defined as:

1. A project for the erection, improvement, painting, or repair of public buildings and works
2. Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow
3. Street or sewer work except for maintenance or repair, or
4. Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers (PCC Section 20161)

The UPCCAA is legislation that was enacted in 1983 to help promote uniformity of cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state of California. It is a voluntary program available to all public entities, but it applies only to those public agencies that have adopted it through their governing boards. The UPCCAA provides that any public agency which has elected to become subject to the uniform construction cost accounting procedures may utilize simplified alternative bidding procedures when contracting for public works projects (PCC §22000 to 22045). The alternative bidding procedures must be established by ordinance (PCC §22034). The UPCCAA also establishes a uniform cost accounting standard for construction work contracted out or self-performed by public agencies.

Cities that adopt the UPCCAA process are allowed to use an informal bidding process for public works contracts under \$200,000 and to perform public works projects under \$60,000 by "force account," negotiated contract, or purchase order. Only contracts exceeding \$200,000 require formal bidding requirements.

The City would save significant time and money in its ability to utilize less formal procedures for smaller contracts as authorized by the UPCCAA. Attachment 2 includes a summary of frequently asked questions.

Other Noteworthy Provisions

The proposed ordinance provides guidance on the following:

- The required use of RFPs and RFQs for architects and engineers
- The permissive use of RFPs and RFQs for other consultants
- Emergency purchases
- Cooperative and piggyback purchasing
- Sole source purchases
- Prevailing wages
- Conflicts of interest

FINANCIAL IMPACT:

There is no anticipated financial impact from this modification.

ALTERNATIVES:

Council could direct staff to modify the ordinance further or to forego modifications and keep the current ordinance in place.

ATTACHMENTS:

1. Ordinance
2. California Uniform Public Construction Cost Accounting Act Frequently Asked Questions

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MADERA REPEALING SECTIONS 2-2.501, 2-2.502, AND 2-2.503 OF THE MADERA MUNICIPAL CODE AND ADOPTING NEW CHAPTER 4 TO TITLE II OF THE MUNICIPAL CODE RELATING TO PURCHASING PROCEDURES AND INCLUDING ADOPTION OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Sections 2-2.501, 2-2.502, AND 2-2.503 of the Madera Municipal Code are repealed.

SECTION 2. Chapter 4 (Purchasing Procedures) shall be added to Title II (Administration) of the Madera Municipal Code to read as follows:

TITLE II

CHAPTER 4: PURCHASING PROCEDURES

Sections:

- 2-4.01 Purpose and Implementation
- 2-4.02 Expenditure Authority
- 2-4.03 Designation of and Responsibility of Purchasing Agent
- 2-4.04 Purchasing Amount Authority and Signature
- 2-4.05 Purchases and Contracts that are Not Public Projects
- 2-4.06 Uniform Public Construction Cost Accounting Act Procedures for Public Projects
- 2-4.07 Exceptions: Cooperative Purchasing Agreements and Piggyback Purchases.
- 2-4.08 Sole Source Purchases
- 2-4.09 Prevailing Wages and Public Works Projects
- 2-4.10 Requests for Proposals and Requests for Qualifications
- 2-4.11 Conflict of Interest

2-4.01 PURPOSE AND IMPLEMENTATION.

(A) Title.

This chapter shall be known as the City of Madera Purchasing Ordinance (“Purchasing Ordinance”). The purpose of this Purchasing Ordinance is to establish efficient procedures for the purchase of supplies, equipment, and services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to define purchasing authority, and to assure the quality of purchases.

(B) Compliance with Laws.

The adoption of this Purchasing Ordinance is intended to meet the requirements of state law including but not limited to the following: (i) Government Code Sections 54201 to 54205 regarding the purchase of supplies and equipment; (ii) Public Contract Code Section 20160 to 20174 regarding City public works construction projects; (iii) Public Contracts Code Sections 22000 to 22045 regarding the Uniform Public Construction Cost Accounting Procedures; (iv) Government Code Section 4526 regarding professional services; (v) Labor Code requirements for prevailing wages; (vi) Government Code Section 4529.2 regarding architectural engineering services; and (vii) other applicable laws.

(C) Superseding State and Federal Procurement Requirements.

The procurement requirements under this Purchasing Ordinance shall be followed. However, in the event stricter requirements are required by state or federal funding sources, those requirements shall be met to ensure funding compliance and shall supersede the provisions of this ordinance.

(D) Administrative Purchasing Policy.

The City's purchasing functions shall be governed by this Purchasing Ordinance and by the City's Administrative Purchasing Policy which shall be established by the City Manager or his or her designee, both as may be amended from time to time. The Administrative Purchasing Policy will serve to implement the provisions of the Purchasing Ordinance and will generally contain administrative requirements, responsibilities, and updated best practices to meet the City's needs.

2-4.02 EXPENDITURE AUTHORITY.

Purchase and contract expenditures must be authorized in the City's Annual Budget or pursuant to amendment to the Annual Budget approved by the City Council.

2-4.03 DESIGNATION AND RESPONSIBILITY OF PURCHASING AGENT.

The City of Madera Municipal Code section 2-2.203 (D) designates the Director of Finance of the city as the City Purchasing Agent with the responsibility to supervise and control the disbursement of all monies and the audit of all purchase orders and related invoices and payments. Subject to the direction of the Director of Finance, the duties of the Purchasing Agent may be performed by an authorized representative or be delegated to such city office or position as may be determined by the Director of Finance.

The Purchasing Agent shall have authority to:

(A) Purchase or contract for supplies, equipment and services required by City in accordance

with purchasing procedures prescribed by this Purchasing Ordinance, the Administrative Purchasing Policy, and any requirement as shall be prescribed by state or federal funding agencies.

(B) Negotiate and recommend execution of contracts for the purchase of supplies, equipment, and services at least expense to the City.

(C) Act to procure for the City the needed quality in supplies, equipment, and services at least expense to the City.

(D) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on purchases.

(E) Prepare and recommend to the City Council revisions and amendments to the Purchasing Ordinance.

(F) Prescribe and maintain the forms as are reasonably necessary to the operation of the Purchasing Ordinance and other laws.

(G) Supervise or delegate the inspection of all supplies, equipment and services purchased to ensure conformance with specifications of the product or service.

(H) Maintain a bidders' list, vendors catalog file, pre-qualified vendor lists, and records needed for the efficient operation of the Purchasing System; and

(I) Require that all employees verify and ensure purchases are made in accordance with the Purchasing Ordinance and with state or federal funding sources.

2-4.04 PURCHASING AMOUNT AUTHORITY AND SIGNATURE.

(A) City Manager.

Purchases and contracts of less than \$60,000 (sixty thousand dollars) per project per fiscal year may be awarded and signed by the City Manager, after being approved as to form by the City Attorney and Purchasing Agent, unless the City Council expressly reserves approval on a particular purchase or contract, or the City Manager requests Council approval. This also includes contracts not measured monetarily such as the waiver of indemnification and insurance.

(B) City Council.

If the amount of any purchase or contract is \$60,000 (sixty thousand dollars) or more in a fiscal year, the contract shall be awarded by the City Council and signed by the Mayor unless a resolution specific to the particular contract authorizes the City Manager or other designee to sign the contract.

2-4.05 PURCHASES AND CONTRACTS THAT ARE NOT “PUBLIC PROJECTS.”

(A) Procedures for Specific Amounts.

The procedures in this section shall be followed when purchasing or leasing materials, supplies, equipment, or services that are (i) not public projects as defined in Section 2-5.06 of this Code and (ii) not procured through Requests for Qualifications and Requests for Proposals.

(1) Less than \$6,000 - All City employees authorized to purchase or lease materials, supplies, equipment, or services shall ensure that the City pays fair prices and receives commensurate value for amounts expended.

(2) \$6,000 to less than \$15,000 - Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low-price quote must be confirmed in writing by the vendor.

(3) \$15,000 to less than \$60,000 - Written specifications describing the delivery schedule, materials, supplies, equipment, or services must be prepared by City. Price quotes must be solicited in writing from a minimum of three vendors, if available.

(4) \$60,000 or higher – The informal bidding requirements under Section 2-4.06 D(2) of this Code relating to public projects shall be followed **except** that for non-public projects, the City is not required to award to the lowest bidder. The City may award to the best qualified vendor. In determining “best qualified vendor” as used in Section 2-4.05 consideration is to be given to quality and performance of the goods and supplies, equipment or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining best qualified vendor includes, but is not limited to, the following:

(a) The cost or best value of the goods and supplies, equipment, materials, or nonprofessional services;

(b) The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

(c) The ability of vendor to provide the goods and supplies, equipment, materials, or nonprofessional services promptly or within the time specified and without delay;

(d) The quality of vendor’s performance on previous purchases or contracts;
and

(e) The vendor's responsiveness.

(B) Purchase Order or Written Contract Required.

Purchases of supplies, equipment, and services of \$6,000 (six thousand dollars) or more shall be made only by written purchase order or by written contract.

(C) Emergency Purchases.

In the case of an emergency regarding a non-public project as defined in Section 2-4.06, the Purchasing Agent may determine to proceed with the immediate purchase of goods, supplies, equipment, materials, or services. The term "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential services. Such immediate purchase of goods, supplies, equipment, materials, or services still requires the standard terms and conditions for written purchase orders or written contracts.

(1) If the dollar amount is within the City Manager's authority, the Purchasing Agent shall promptly file with the City Manager a signed declaration showing that emergency conditions existed and created the necessity for such action, together with an itemized account of all expenditures.

(2) If the dollar amount is above the City Manager's authority, the Purchasing Agent shall at the next regular meeting of the Council seek ratification of the purchase by resolution which includes the emergency conditions which existed and the immediate need to take action together with an itemized account of all expenditures.

(D) Prohibition against piecemealing, splitting or separating purchases.

It is impermissible to split or separate purchases of materials, supplies, equipment or services for the purpose of evading the provisions of the procedures for specific amounts set forth above.

2-4.06 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT PROCEDURES FOR PUBLIC PROJECTS.

(A) California Uniform Public Construction Cost Accounting Act Adopted.

The City Council of the City of Madera, California hereby readopts the California Uniform Public Construction Cost Accounting Act (California Public Contract Code § 22000 *et seq.*) for the purpose of prescribing regulations governing contracts awarded by the City for public projects. However, nothing contained herein shall preclude the City from utilizing more restrictive procedures if, and when required by federal or state law, or when federal or state funds are involved in the contract to be awarded and the funding agency requires more restrictive procedures.

(B) Definitions of Terms.

As used in Section 2-4.06, the words, terms, and phrases shall have the following meanings, as defined in Public Contract Code Section 22002, unless otherwise apparent from the context:

- (1) **“Facility”** means any plant, building, structure, ground facility, real property, street, highway, or other public work improvement.
- (2) **“Maintenance Work”** does not constitute a “public project” under the definition of “public project” in subsection (B)(3) below; it does include the following:
 - (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - (b) Minor repainting.
 - (c) Resurfacing of streets and highways at less than one inch.
 - (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
 - (e) Work performed to keep, operate, and maintain City-owned water and wastewater systems.
- (3) **“Public Project”** means any of the following:
 - (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
 - (b) Painting or repainting any publicly owned, leased, or operated facility.
 - (c) Public Project does not include maintenance work, as defined above.
 - (d) Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

(C) Dollar Amount of Public Project Determines Process to be Used.

The dollar amount thresholds provided in this section shall automatically adjust upon the effectiveness of any adjustment notification by the State Controller in accordance with Public Contract Code section 22020 *et seq.*, without the necessity of amending this section or any subdivision herein to reflect any such adjustment.

(1) Public projects of \$60,000 (sixty thousand dollars) or less may be performed by City employees by force account, by negotiated contract or by purchase order.

(2) Public projects of \$60,000.01 to \$200,000 (two hundred thousand dollars) may be let to contract by informal bidding procedures as set forth in subsection (D) below.

(3) Public projects of more than \$200,000 (two hundred thousand dollars) shall, except as otherwise provided in this section, be let to contract by formal bidding procedure as set forth in subsection (D) below.

(D) Procedures to Be Used for Contracts Regarding Public Projects.

(1) **No bidding required.** Per Public Contract Code Section 22032, public projects of \$60,000 (sixty thousand dollars) or less may be performed by the employees of the City by force account, by negotiated contract, or by purchase order consistent with the procedures in Section 2-4.05 (A) (1)–(3). Such contracts may be approved and executed by City Manager or designee.

(2) **Informal bidding procedures.** Public projects of \$60,000.01 to \$200,000 (two hundred thousand dollars) per subsection (C)(2) above shall be awarded to the lowest responsive and responsible bidder in accordance with the Uniform Construction Cost Accounting Act, Section 22034 *et seq.* of the Public Contract Code, as follows:

(a) **Contractors List.** A list of qualified contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

(b) **Notice Inviting Informal Bids.** A notice inviting informal bids shall be prepared, which shall describe the project in general terms, describe how to obtain more detailed information about the project, and state the time and place for the submission of bids. The notice shall be mailed, not less than ten (10) days before bids are due, to either all the contractors on the Contractors List for the category of work to be bid, or to all construction trade journals specified in the California Public Contract Code Section 22036, or both, unless the product or service delivery is proprietary.

(c) The informal bids for public projects shall be awarded by the City Council and signed by the Mayor or by City Council designee.

(d) If all bids received are in excess of \$200,000 (two hundred thousand dollars), the City Council may, by adoption of a resolution of four-fifths vote of the members of the Council, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it

determines the cost estimate of the public agency was reasonable.

(3) **Formal bidding procedures.** Public projects of more than two hundred thousand dollars (\$200,000.00) per section (C)(3), above, shall be awarded pursuant to formal bidding procedures to the lowest responsive and responsible bidder in accordance with, but not limited to, the procedures set forth below.

(a) Notice Inviting Formal Bids. The following are required:

(i) Contents of Notice. Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

(ii) Publication of Notice. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the city, or otherwise comply with the requirements of Public Contracts Code Section 22037.

(iii) Electronic Transmission of Notice. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals as required by the Commission as specified in Public Contract Code Section 22036. The notice shall be sent at least fifteen calendar days before the date of opening the bids.

(iv) Per Labor Code Section 1771.1, the notice must state that a contractor or subcontractor is not qualified to bid on, be last in a bid proposal for, or perform work on a project unless it is registered and qualified under Labor Code Section 1725.5.

(b) Instructions to Bidders – The Notice Inviting Formal Bids should also identify the contract documents to be considered, the availability of information, any scheduled pre-bid meetings, bid protest procedures, addenda, and any other procedures to be followed for bids to be considered.

(c) Bid Package – The bid package should include the following:

(i) The proposal form.

(ii) Submission of sealed bids.

(iii) A public bid opening.

(iv) Award to the lowest, responsive and responsible bidder.

(v) City reservation in notice inviting bids of the right to reject any or

all bids and to waive minor irregularities.

(vi) Award and execution of a written contract.

(vii) Reference to applicable state or federally funded project requirements.

(viii) Bid security.

(ix) Performance and Payment Bonds.

(x) Listing of subcontractors.

(E) Authority to Prepare and Issue Notice Inviting Bids.

The Purchasing Agent or designee is authorized to prepare and issue notices inviting bids and to establish such additional bidding procedures which must be consistent with those stated herein.

(F) Prohibition against splitting or separating projects.

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this Purchasing Ordinance requiring work to be done by contract after competitive bidding. Under Public Contract Code Section 22033 "It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding."

(G) City Council Authority to Reject, Re-advertise, or Otherwise Award.

(1) In its discretion, the City Council may reject any and all bids presented under the informal and formal bidding procedures described above for public projects, if the City, prior to rejecting all bids furnishes a written notice to the apparent low bidder. The notice shall inform the bidder of the City's intent to reject the bid and shall be mailed or emailed at least two (2) business days prior to the Council meeting at which the City intends to reject the bid. If after the first invitation for bids all bids are rejected, after reevaluating its cost estimates of the project, the City shall have the option of either of the following:

(a) Abandoning the project or re-advertising for bids in the manner described in this Section 2-4.06.

(b) By passage of a resolution by a four-fifths vote of the City Council declaring that the project can be performed more economically by the employees of the City, the City may have the project done by force account without further complying with this Section 2-4.06.

(2) If the contract is awarded, it shall be awarded to the lowest responsive and responsible bidder. If two (2) or more bids are the same and the lowest, the City may accept the one it chooses.

(3) If no bids are received through the informal or formal bidding procedures described above, the project may be performed by employees of the City by force account or by informal bidding procedures set forth above.

(H) Emergency.

(1) In case of an emergency regarding a public project which requires formal bidding procedures, the City Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. The resolution shall specify findings as required in Public Contracts Code Section 22050.

(2) "Emergency" as used in this section means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

(I) Written Contracts Required.

All contracts for public projects shall be in writing; all amendments to contracts shall be in writing. The City Manager or his or her designee shall work with the City Attorney to ensure that the contract includes language protecting the City's interest and language required by law. This language shall include, but is not limited to specified term, scope of services, termination language, insurance, warranties, indemnification, non-collusion, contractor license, security, bonds, liquidated damages, change orders, retention, delays, claims process, prevailing wages, and compliance with applicable laws.

(J) Change Order Limits for Public Projects.

The award of contracts for public projects shall include a recommended contingency amount not to exceed 15% (fifteen percent). Any change order must be reasonably related to the scope of the original contract and based on post-award information that requires modification based on unforeseen conditions or by mutual agreement of the parties. Any change order which results in a total contract amount greater than the limits in this provision shall require City Council approval.

2-4.07 EXCEPTIONS: COOPERATIVE PURCHASING AGREEMENTS AND PIGGYBACK PURCHASES.

(A) Cooperative Purchasing.

The City, through the Purchasing Agent, may purchase supplies, equipment, or services through a joint powers or other cooperative purchasing program with any local, county, state, or federal public entity or entities, or any association of public agencies, including the California League of Cities, the California State Association of Counties, and the National Conference of Mayors, provided that:

- (1) The selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association; and
- (2) The Purchasing Manager determines that the competitive bidding or proposal process utilized is similar to that contained in this Chapter; and
- (3) The Purchasing Manager determines that, as a result of cooperative purchasing, the price of the supplies, equipment, or services is likely to be lower than it would be if purchased directly by the City pursuant to this Chapter.”

(B) Information Technology Goods and Services.

In accordance with Public Contract Code Section 10299, the City, through the Purchasing Agent may, without formal or informal bidding, contract with suppliers who have been awarded contracts by governmental entities for the purchase of goods, information technology, and services under the competitive process in Public Contract Code Sections § 12100 to 12113. Such contracts typically take the form of master agreements, price schedules, or multiple award schedules. The City may make these purchases directly from the vendors or the state may provide assistance to the City in making these acquisitions.

(C) “Piggyback” Purchasing.

The City may utilize the purchasing practice commonly referred to as “piggyback” purchasing. The City, through the Purchasing Manager, may purchase supplies, equipment, or services, without complying with the bidding or proposal procedures in this Chapter, from any supplier who offers the supplies, equipment, or services at the same or better price, terms, and/or conditions as the supplier previously offered to another city or other public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that city or other public agency, provided that:

- (1) The competitive bidding or proposal process required by that city or other public agency is similar to that contained in this Chapter; and
- (2) The competitive bidding or proposal process required by that city or other public agency included all known bidders; and
- (3) The supplier’s bid or proposal was for like or greater quantities, and a like or greater quality, of supplies, equipment, or services.

2-4.08 SOLE SOURCE PURCHASES.

(A) In the event that there is one, and only one, source for a product of \$6,000 (six thousand dollars) or more, a sole-source purchase may be used. When a department wishes to make a sole-source purchase, it must make the findings set forth below in writing and file such certification with the Purchasing Agent for the Purchasing Agent's approval. In order to establish a legal basis for a sole-source exception, the following statements and findings must be made:

- (1) A statement describing every unique or specialized feature of the product in question;
- (2) A statement of the Department Director's efforts to locate all possible suppliers of such product;
- (3) A statement that, in spite of its efforts, the Department Director has been able to locate only one supplier of the product in question;
- (4) A statement that indicates the ultimate cost of the product and the process used to determine the cost of the product;
- (5) A finding that it is, therefore, proper for the City to dispense with a competitive bidding requirement and to authorize the City to purchase the product in question under the sole-source exception; and/or
- (6) A disclosure statement of the Department Director and each individual involved in evaluating and/or in making a recommendation for the purchase.

(B) If the purchase exceeds the City Manager's monetary authority to contract, a resolution making the findings set forth above must be submitted with the staff's request for award of a sole source contract by the City Council.

2-4.09 PREVAILING WAGES AND PUBLIC WORKS PROJECTS.

(A) This section applies to prevailing wages under local and state law. The requirements for prevailing wages under the federal Davis-Bacon Act are separate and should be reviewed separately as required by applicable federal funding sources. Under California Labor Code Section 1771, all work performed under contract for "public works" projects of more than \$1,000 shall be subject to prevailing wages. The Labor Code defines the term "public works project" broader than the Public Contract Code defines "public project" as per Section 2-4.06 above. There may be instances in which bidding is not required but payment of prevailing wages is required.

(B) "Public Works Project" for the purpose of state prevailing wages means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part from City funds. For purposes of this paragraph, “construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems;

(2) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds;

(3) Street, sewer, or other improvement work done under the direction and supervision of the City;

(4) Hauling refuse from a public works site to an outside disposal location; or

(5) Maintenance work, including routine, recurring, and usual work for the preservation of a City-owned or operated facility, and landscape maintenance work per Labor Code Section 1771.

(C) Prevailing wage requirements do not apply to work performed by the City with its own forces.

(D) The City Manager is authorized to establish guidelines for implementing prevailing wages requirements that are consistent with this section and with the Labor Code.

(E) The City Manager shall designate a person to comply with the contractor registration requirements on all contracts requiring prevailing wages.

2-4.10 REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS

Procurements under a Request for Proposal (RFP) or Request for Qualifications (RFQ) are appropriate for services that are not subject to legal public bidding requirements. Such procurements may include consulting services, professional services, and maintenance services as described in this section.

(A) RFP or RFQ.

If there are no statutory or funding condition requirements that specify use of an RFP or RFQ, selection is based on the nature of the procurement. For example, an RFP is generally the preferred option for project-based procurement where the specific scope of services is known in advance and one of the primary criteria will be the best lump sum price for providing services (although experience and qualifications may also be considered). An RFQ is often preferable for ongoing or on-call professional or consulting services where there is not a single, defined project

and the qualifications and experience of the consultant are the primary criteria (although hourly rates may also be considered).

(B) RFP/RFQ REQUIRED.

(1) **Architectural and Engineering Services.** Per Government Code Section 4529.12 all architectural and engineering services shall be procured pursuant to a fair, competitive selection process. Therefore, an RFP/RFQ process must be followed. The term “architectural and engineering services” includes all architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services. (See Government Code Section 4529.10)

(2) **Design-Build.** An RFQ and RFP must be used if the City adopts an ordinance for design-build procurement under Public Contract Code Section 22160 et. seq.

(3) **Funding Source Requirement.** The City shall comply with County, State, or Federal funding source requirements for use of an RFP/RFQ.

(4) **Master Service Agreements.** Master Service Agreements may be entered into with specific vendors for support services on an “as needed” basis pursuant to an RFP process.

(C) RFP/RFQ NOT REQUIRED.

(1) **Professional/Consultant Services.** The City may contract with any specially trained and experienced persons, firms or corporations for special services and advice in financial, economic, accounting, legal or administrative services. Selection shall be on the basis of demonstrated competence, on the professional qualifications necessary for the satisfactory performance of the services required, and at a fair and reasonable price to the City. To obtain the best competitive value for services, the City may employ an RFP or RFQ process dependent on nature of the services, complexity, estimated cost, and immediate needs as determined by the City Manager.

(2) **Routine Supplies/Equipment.** Procurement of routine supplies or equipment where best price is the only objective, there is no need to use an RFP/RFQ. A clear and specific request for price quotes or informal bidding requirements per Section 2-4.05 of this Code is often the most efficient procurement method for obtaining the best price for goods except that factors other than low price may be considered. However, the City may choose to use an RFP/RFQ process.

2-4.11 CONFLICT OF INTEREST.

No person shall recommend, participate in any contract evaluation, selection, purchase, or lease which would constitute a conflict of interest defined in the City Conflict of Interest Code or

applicable state law.

SECTION 3. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 4. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Publication. Upon passage, this ordinance, or a summary of the same shall be published as required by law.

SECTION 6. Effective Date. This ordinance shall become effective thirty (30) days after its adoption.

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING

ACT FREQUENTLY ASKED QUESTIONS (FAQs)

These FAQs have been compiled to assist agencies that are participating in the California Uniform Public Construction Cost Accounting Act (the Act), as contained in Public Contract Code (PCC) Section 22000, et seq. All references are to PCC, unless otherwise stated.

1. What is the Uniform Public Construction Cost Accounting Act?

The Act is legislation that was enacted in 1983 to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found at Sections 22000-22045.

2. What are some of the key provisions of the Act?

The Act allows for public project work in the amount of \$60,000 or less to be performed by a public agency’s force account using the public agency’s own resources, or by negotiated contract, or by purchase order (Section 22032(a)). Public projects in the amount of \$200,000 or less may use the informal or formal bidding procedures set forth in Section 22032(b) or (c) of the Act. Public projects at a cost of more than \$200,000 must use formal bidding procedures to let the contract pursuant PCC Section 22032(c).

3. What are the benefits of the program?

- Increased force account limit for public agencies;
- Simplified bidding for projects that are \$200,000 or less;
- Reduced number of formal bids based on project size; and
- Expedited contracting for projects under \$200,000.

Many participating agencies appreciate the program because it has given them more leeway in the execution of public works projects under a certain dollar amount; sped up the award process; expedited project delivery; reduced the time, effort, and expense associated with bidding projects under \$200,000; and simplified administration for those projects. Few agencies have experienced challenges with the accounting requirements and overhead provisions. Moreover, adjustments, when required, have been relatively simple; most required procedures were already in place, so there were few, if any, major changes to existing operations. The current Standard Accounting Codes Structure satisfies reporting requirements when used properly.

4. Is the Uniform Public Construction Cost Accounting Act mandatory for public agencies?

No. The Act is a voluntary program requiring a public agency to “opt in” using the process outlined in the Act.

5. How does a public agency become subject to the Act?

The governing body must elect by resolution to become subject to the Act and must file a copy of the approved resolution with the State Controller’s Office (Section 22030). Sample documents are available at: http://www.sco.ca.gov/ard_cuccac.html. Once an agency has opted into the Act, it will remain a part of the program.

6. May a public agency withdraw from the Act?

Yes. An agency may withdraw from the Act by filing with the State Controller’s Office an approved resolution of the agency’s election to withdraw that was made during a public meeting of the agency’s governing body.

7. Must a participating agency “opt in” to the Act annually?

No. Once a participating agency “opts in” to the Act, the agency remains subject to the Act until it “opts out” of the Act.

8. What is the California Uniform Construction Cost Accounting Commission?

The Commission was created to administer the Act, per Section 22010. It consists of 14 members: 13 members appointed by the State Controller and the License “A” member of the Contractors’ State License Board. Seven members represent the public sector (counties, cities, school districts, and special districts). Six members represent the private sector (public works contractors and unions). The Commission members receive no salary, but are eligible for reimbursement of their direct expenses related to the Commission.

9. What are the Uniform Public Construction Cost Accounting Procedures?

These procedures are to be used for tracking costs for work performed by an Agency’s own forces on a “project” as defined by the Act (Section 22002(c)). The procedures do not apply to operations or maintenance work, or any work that meets the criteria listed in Section 22002(d).

These procedures are intended to capture and record all direct and indirect labor, materials, equipment, subcontractors, and supervision costs, as well as the appropriate overhead costs for the public agency associated with each “project” it performs with its own forces. The procedures follow industry-standard accounting methods, and in many cases are not much different from those already in place at most agencies. Sample forms are available in the CUCCAC Cost Accounting Policies and Procedures Manual at http://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf

School districts may use the Standard Accounting Code Structure to comply with tracking requirements.

10. Are the cost accounting procedures applicable for agencies whose work forces perform only maintenance tasks as defined in the Act and that contract all of their public projects to third parties?

No. The cost accounting procedures are applicable only for agencies that perform public project work such as construction and alteration by force account or otherwise. As maintenance does not constitute a “project” under the Act, the cost accounting procedures do not apply.

11. When are participating agencies required to advertise if they choose to maintain a list of qualified contractors?

At least once per calendar year, each Public Agency that has elected to become subject to the Act and intends to use the notice provisions outlined in Section 22034(a) must establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice must invite all licensed contractors to submit the name of their firms to the Agency for inclusion on the Agency’s list of qualified bidders for the following twelve (12) months. Effective January 1, 2016, a participating agency can choose a specific date of their choice in which to renew its list of qualified contractors.

12. May an agency that chooses to maintain a list add a contractor to the list at any time during the year?

Yes.

13. What is meant by the term “qualified contractors” as used in section 22034(a)(1) of the Act?

Qualified contractors are contractors licensed by the State to perform the subject work. The Commission has determined that nothing in the Act prohibits a participating agency from using additional objective pre-qualification standards in the formation and maintenance of their Qualified Contractors Lists if they so desire.

14. How can a contractor get on an agency’s list of contractors?

The California Uniform Public Construction Cost Accounting Commission’s webpage has a list of agencies that are participating in the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Please contact each agency directly to let them know you would like to be on their list of contractors. For a list of participating agencies, please see the “Participating Agency Lists” header at the following link:

https://www.sco.ca.gov/ard_cuccac.html

More detailed instructions for contractors can be found in Section 1.04.01 of the Cost Accounting Policies and Procedures Manual

15. Can a public agency disqualify or exclude certain contractors from the Qualified Contractors List required in Section 22034(a)(1)?

Agencies may disqualify contractors from Qualified Contractors Lists when the contractors fail to furnish information to meet the minimum criteria as established by the Commission.

16. For agencies that do not maintain an informal bidders list, are they allowed to choose who would get notifications of projects?

No. Section 22034(a)(2) provides for notifications to construction trade journals and exchanges in lieu of sending notifications to contractors on an informal bidders list. An agency may send notices to selected contractors provided it has also met the advertisement requirements of Section 22034(a).

17. What is the difference between “qualifying contractors” under the Act and “prequalification of contractors” by school districts under Section 20101?

Qualifying contractors is a process that allows contractors to register with a public agency for notification of public works opportunities. The prequalification process under Section 20101 is a more complex process that requires a standardized questionnaire and evaluation of contractors using standard scoring criteria. The prequalification process is applicable under the Local Agency Public Construction Act, and does not apply to the Uniform Public Construction Cost Accounting Act.

18. Does a contractor have to be on an agency’s contractor list in order to perform projects less than \$60,000?

No, any public project less than the \$60,000 informal bidding threshold can be performed by employees of the public agency, by negotiated contract, or by purchase order. An agency’s list of contractors is only required to be alerted of projects that surpass the informal bidding threshold.

19. Must a public agency a) notify contractors about public projects if the contractors are believed to not have the skills, credentials, or experience to perform the work required for the public project; and b) consider bids submitted by contractors that the public agency believes do not have the skills, credentials, or experience to perform the work?

a) Yes. If a contractor is on the Qualified Contractors List, the contractor must be notified by the agency of public projects for which he or she is licensed to perform (Section 22034(a)(1)).

b) All bids received must be considered, unless an agency makes appropriate legal findings that a contractor is not legally responsible or his or her bid is not responsive.

20. Does the Act allow flexibility in cases of emergency and when repair or replacements are necessary to permit the continued conduct of a public agency's operations or services?

Yes. For the purposes of the Public Contract Code, an "emergency" is defined at Section 1102 as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

The Act sets forth in Section 22035(a) how a governing body should proceed in case of emergency repairs or replacements. This section states:

In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two. Section 22050 et seq., provides the emergency contract procedures to be followed in these cases.

21. Do the alternative bidding procedures apply only to public projects as defined in Section 22002(c)?

The alternative bidding procedures apply only to work that constitutes a "public project" as defined in Section 22002(c) and has a construction cost within the limits described in Section 22032. The alternative bidding procedures are not required for the purchase of goods or materials that are not part of a "public project."

However, as outlined in Section 22003, a participating agency may also use the alternative bidding procedures when contracting for maintenance or other work that does not fall within the definition of a "public project" if it so chooses.

22. What will membership in the Act cost my agency?

Nothing. There are no membership fees or dues. However, the Commission does accept grants to assist it in carrying out its duties (Section 22015(c)).

23. What are the most common concerns addressed by the Act?

These are:

- Cost accounting policies and procedures;
- Informal bidding procedures; and
- Accounting procedures review.

Cost accounting requirements for the Act follow those common to the construction industry. The informal bidding on public projects up to \$200,000 is seen by agencies as an effective tool to expedite completion of small projects. While an accounting procedures review could potentially hold up a

project for a minimum of 45 days pursuant to Section 22043(c)(1), these types of reviews have been rare in the Commission's history.

24. Must an agency calculate an overhead rate to apply the accounting procedures?

No. Cities with populations of less than 75,000 must assume an overhead rate equal to 20% of the total costs of the public project, including the costs of material, equipment, and labor (Section 22017(b)(1)). Cities with a population of more than 75,000 may either calculate an actual overhead rate or assume an overhead rate of 30% of the total costs of a public project including the costs of materials, equipment, and labor (Section 22017(b)(2)).

25. When a public entity opts into the Act, does the Act supersede other contracting legal requirements such as statutory requirements for performance bonds, prevailing wages, and certificates of insurance, etc.?

No. The Act supersedes only the bidding procedures used once a public agency has opted into the Act and has notified the Controller. All other contracting requirements of the PCC remain applicable.

26. Can a public agency claim to be to be exempt from following all of the requirements in Public Contract Code by claiming it only has to follow the language and procedures within the Act?

No. The Act is part of the Public Contract Code; therefore, if the Act is silent on a particular matter, then the Public Contract Code applies on that matter.

27. If public agencies are not following the advertising requirements in the Act, will the Commission address those agencies? Can a complaint be brought to the Commission?

Yes. Recent legislative changes have expanded the Commission's authority to enforce provisions of the Act. The Commission may review complaints filed by interested parties when evidence is provided that:

- The participating agency performed work after rejecting all bids, claiming it could do the work less expensively (Section 22042(a)).
- The work performed exceeded the force account limits (Section 22042(b)).
- The work was improperly classified as maintenance (Section 22042(c)).
- A public agency did not comply with the informal bidding procedures set forth at Section 22034 (Section 22042.5).

28. Section 20112 specifically requires school districts to advertise twice for a two-week period, while Section 22037 requires advertising once, 14 days in advance of the date of opening of bids. How do participating school districts reconcile this conflict?

When the Act is in conflict with any other section in the Public Contract Code, the Act shall supersede. The Act requires advertising once, 14 days in advance of the date of opening of bids. Districts participating in the Act may choose to maximize their outreach by advertising twice.

29. May a public agency contract separately for like work at the same site at the same time using the under \$60,000 Force Account method?

No. Section 22033 states:

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

Separating "like work" would be permitted only if the total of all the "like work" is less than \$60,000. If the work is more than \$60,000, it must be advertised and bid according to the provisions of the Act (i.e. bid informally if the total amount is less than \$200,000; bid formally if the total amount exceeds \$200,000).

30. May a public agency bid out two separate projects that occur at the same time and site, but are different types of work?

Yes. There is no violation if the work is competitively bid. If an agency wishes to use the negotiated or informal bidding processes, it must apply the appropriate limits to each of the projects. Each project must be separate in scope. Projects may not be separated by trade to avoid bidding. If the total of all jobs is greater than \$60,000 then the informal or formal bid limits apply.

31. Can an agency separately bid out for the materials and supplies on a project to avoid contractor markup and then bid out for the installation labor or perform installation with its own forces?

An agency may separately procure the materials and supplies for a project; however, all costs (materials, supplies, labor) of a project must be included in the project cost estimate to determine whether the project falls within the force account, informal bid, or formal bid thresholds.

In addition, if installation is performed by force account, an overhead rate must be applied to all direct costs of the project and included in the cost estimate. For example, if materials/supplies cost \$50,000 to procure separately and the estimated labor cost to install is \$25,000, the project could not be performed with force account, but would fall within the informal bid threshold because the total cost estimate is \$75,000.

32. Must a value be assigned to the volunteer labor when the California Conservation Corps or another volunteer organization provides labor on a public project?

No. Volunteer labor from volunteer organizations does not need to be included as a cost of a public project for bid limit purposes as long as no costs are associated with the volunteer labor.

33. By opting into the Act, does a public agency automatically bring all of its component divisions or departments into the Act?

Yes. When a public agency elects to become subject to the uniform construction cost accounting procedures, the entire legal entity is considered subject to the Act and no divisions or departments are exempt.

34. When a public agency opts into the Act, does it automatically bring all districts under control of its governing Board into the Act?

No. Special Districts, which are governed by a board of supervisors or city council, are subject only if a separate election is made for each special district.

35. PCC 22034 requires that participating agencies adopt an Informal Bidding Ordinance. What do schools and special districts that cannot adopt Ordinances do to comply?

Agencies that do not have the ability to adopt Ordinances should discuss Section 22034 compliance with their legal counsel.

36. Are change orders allowed by the Act, and if so what is allowable? What if a change order goes over one of the allowed thresholds?

The Act does not address change orders. Please consult with your agency's legal counsel regarding any limitation on change orders that may apply to your agency.

37. Is there any training related to the Act? If so, where can I find a list of where the training is offered?

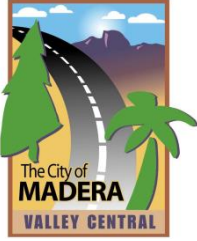
SCO has information regarding the Act on the SCO/CUCCAC website, including the current Cost Accounting and Procedures Manual. Often, commissioners are willing to provide training, answer questions, and/or give a presentation in order to assist agencies in getting the full benefits of participating in the Act.

38. The Act states that public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order. However, the Department of Industrial Relations (DIR) states any project over \$1,000 has to pay prevailing wages. How do the Act and DIR guidance work together?

The Act and DIR are completely separate and govern different aspects of public projects. The Act focuses on bidding related to public projects and DIR deals with wages paid by contractors on public projects. However, they may relate in that if prevailing wages are not paid on a public project, that could potentially impact the total cost of a project which would require a different bidding process utilized under the Act.

Additional inquiries and questions may be directed by email to LocalGovPolicy@sco.ca.gov, or by regular mail to:

State Controller's Office
Local Government Programs and Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: B-9

SUBJECT:

Ratification of Revisions to COVID-19 Emergency Policy No. 2

RECOMMENDATION:

Adopt a Minute Order ratifying issuance of Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave by the City Manager in his role as Director of Emergency Services

SUMMARY:

In his role as Director of Emergency Services, the City Manager has issued revisions to COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave in compliance with California Assembly Bill (AB) 152. Specifically, the policy has been updated to acknowledge the extension of COVID-19 Supplemental Paid Sick Leave through December 31, 2022.

DISCUSSION:

As the global COVID-19 pandemic continues, legislation has changed to adapt to the needs of employers and employees. In early 2022, Governor Newsome signed into law California Senate Bill (SB) 114, reauthorizing COVID-19 Supplemental Paid Sick Leave (SPSL) for 2022. SPSL was originally required under SB 95 in 2021, which sunsetted September 30, 2021. SB 114 is the 2022 version of SPSL. The City is referring to leave provided under SB 114 as SPSL-22 to avoid confusion with the expired original SPSL benefits.

SPSL-22 became effective February 19, 2022. In summary, SB 114 provided the following paid leave benefits for individuals who are required to be absent from work for COVID-related reasons.

- SPSL-22 is retroactive to January 1, 2022, and will sunset September 30, 2022

- SPSL-22 provides up to forty (40) hours of leave for full time employees and up to the equivalent of one (1) normally scheduled work week for part time employees for COVID-related leave reasons other than being COVID positive
- SPSL-22 provides up to forty (40) hours of leave for full time employees and up to the equivalent of one (1) normally scheduled work week for part time employees if the individual tests positive for COVID
- The City may request test results or medical certification to verify the reason for leave
- The City may require testing on or after day five (5) for COVID positive individuals to determine their ability to return to work

Since the original passage of SB 114, Governor Newsome signed AB 152 into law, extending the term for SPSL-22 through December 31, 2022. Staff has revised the City's policy to reflect this new term date and the City Manager has issued the policy in his role as Director of Emergency Services.

FINANCIAL IMPACT:

The financial impact of SPSL-22 paid leave will not be fully known until the leave type sunsets in December 2022. Since the retroactive effective date of January 1, 2022, City employees have used a total of 3,789 of SPSL-22 hours as of the writing of this report. These hours represent 91 different full time and part time employees who required leave for COVID-related reasons, either having COVID themselves, quarantining, waiting for test results, or caring for a family member.

ALTERNATIVES:

Council could direct staff to further revise the policy. Any revisions not required by law would potentially be subject to meet and confer with represented bargaining units.

ATTACHMENTS:

1. Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 2
	Date Adopted: 3/25/2020
	Date(s) Revised: 2/10/2021; 3/5/2021; 7/23/2021; 02/27/2022; 12/14/22
Subject: COVID-19 Paid Leave	

Introduction

The emergence of the novel coronavirus (COVID-19) in December 2019 has elicited a major, worldwide response, and it was deemed a pandemic by the World Health Organization on March 11, 2020. The City Council of the City of Madera (City) declared a local state of emergency March 18, 2020.

As the global pandemic reached the second year, Governor Newsome signed Senate Bill (SB) 95, codifying at Labor Code § 248.2 on March 19, 2021, which expanded paid sick leave to employees for certain COVID-19 related reasons. SB 95 has since expired. On February 9, 2022, Governor Newsom signed SB 114 which adds Sections 248.6 and 248.7 to the California Labor Code effective February 19, 2022, to provide additional COVID-19 Supplemental Paid Sick Leave. The City of Madera has adopted this policy in order to provide qualified employees the appropriate leave types to which they are entitled and to otherwise comply with all relevant and applicable requirements provided under Labor Code § 248.6 and § 248.7.

Supplemental Paid Sick Leave (SPSL)

Applicability

As a result of SB 114, the City of Madera is providing new COVID-19 related paid sick leave, known as Supplemental Paid Sick Leave 2022 (SPSL-22) to City employees as further explained in this policy.

Term

The policy is effective immediately upon adoption. Retroactive to January 1, 2022, SPSL-22 is available through December 31, 2022.

Eligibility and Use of Leave

City of Madera employees are eligible for SPSL-22 regardless of how long the employee has worked for the City. The City will meet and/or exceed any requirements issued by the State of California in administering SPSL-22.

The City shall not require a covered employee to use any other paid or unpaid leave, paid time off, or vacation time provided by the City to the covered employee before the covered employee uses SPSL-22 or in lieu of SPSL-22.

The City shall not require a covered employee to first exhaust their SPSL-22 leave before satisfying any requirement to provide paid leave for reasons related to COVID-19 under any Cal-OSHA COVID-19 Emergency Temporary Standards, including, but not limited to, Sections 3205 to 3205.4, inclusive, of Title 8 of the California Code of Regulations or the Cal-OSHA Aerosol Transmissible Diseases Standard at Section 5199 of Title 8 of the California Code of Regulations.

As defined in the labor code, a “covered employee” is an employee who is unable to work or telework for a reason listed below. Covered employees are entitled to SPSL-22 at their regular rate of pay, subject to limits as identified in the *Limits* section. Reasons for taking SPSL-22 include:

- (1) The covered employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidance of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer who has jurisdiction over the workplace. If the covered employee is subject to more than one of the foregoing, the covered employee shall be permitted to use SPSL-22 for the minimum quarantine or isolation period under the order or guidance that provides for the longest such minimum period, not to exceed total hours available as defined in the *Limits* section of this policy.
- (2) The covered employee has been advised by a health care provider to isolate or quarantine due to COVID-19.
- (3) The covered employee is attending an appointment for themselves or a family member¹ to receive a vaccine or a vaccine booster for protection against COVID-19, subject to the limitation in clause (ii) of subparagraph (4) below.
- (4)
 - (i) The covered employee is experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevents the employee from being able to work or telework.
 - (ii) For each vaccination or vaccine booster, an employer may limit the total SPSL-22 to 3 days or 24 hours unless the employee provides verification from a health care provider that the covered employee or their family member is continuing to experience symptoms related to a COVID-19 vaccine or vaccine booster. The 3-day or 24-hour limitation applied to each vaccine or vaccine booster includes the time used under subparagraph (3) above to get the vaccine or vaccine booster.
- (5) The covered employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

¹ *Family member* means any of the following: (1) A child, which for purposes of this policy means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status, (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, (3) A spouse, (4) A registered domestic partner, (5) A grandparent, (6) A grandchild, (7) A sibling.

- (6) The covered employee is caring for a family member who is subject to an order or guidance described in subparagraph (1) or who has been advised to isolate or quarantine, as described in subparagraph (2) above.
- (7) The covered employee is caring for a child², whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
- (8) The covered employee tests positive for COVID-19
- (9) A family member for whom the covered employee is providing care tests positive for COVID-19.

Limits

- (1) Full time employees may use up to 80 hours of SPSL-22.
- (2) Employees that do not qualify for 80 hours of SPSL-22 under subparagraph (1) above, are entitled to the following:
 - a. The total number of hours the covered employee is scheduled to work for the City during the applicable time period, not to exceed two weeks (80 hours).
- (3) The total maximum amount of SPSL-22 a covered employee is entitled to pursuant to this section (*Limits*) shall not exceed 80 hours for the period between January 1, 2022, and December 31, 2022. If the law expires while a covered employee is taking this leave, the employee can finish taking the amount of SPSL-22 they are entitled to receive.
- (4) The City will not provide a covered employee with more than the total number of hours of SPSL-22 to which the covered employee is entitled pursuant to (2)a above.
- (5) SPSL-22 is provided in addition to any other City-provided paid time off.

Pay Calculation

- (1) For non-FLSA exempt covered employees, each hour of SPSL-22 will be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) SPSL-22 for FLSA exempt employees shall be calculated in the same manner as the City calculates wages for other forms of paid leave time.

² See *family member* definition above

- (3) Notwithstanding subparagraph (1) or (2) above, the City shall not be required to pay more than five hundred eleven dollars (\$511) per day and five thousand one hundred ten dollars (\$5,110) in the aggregate to a covered employee for SPSL-22 taken by the covered employee unless federal legislation is enacted that increases these amounts beyond the amounts that were included in the Emergency Paid Sick Leave Act established by the federal Families First Coronavirus Response Act (Public Law 116-127), in which case the new federal dollar amounts shall apply to this section as of the date the new amounts are applicable under the federal law. Nothing in this subparagraph shall prevent a covered employee who has reached the maximum amounts, as set forth herein, from choosing to utilize other paid leave that is available to the covered employee in order to fully compensate the covered employee for leave taken.

- (4) The City will include the number of hours of SPSL used from 1/1/2022 through 12/31/2022 under this policy on the employee's pay stub beginning the next regular pay date after issuance of this policy.

Employee Status While on Leave

The City will compensate employees who use SPSL-22 according to the manner described in this policy and will otherwise treat employees who use SPSL-22 as if they are using paid sick leave according to the City's Sick Leave Policy.

Employee Responsibilities to Request SPSL-22 Pay

Employees must notify the City that they intend to take SPSL-22. The employee may provide such notice either orally or in writing to their supervisor. The employee or supervisor will document the request using the "Request for SPSL-22, Retro Credit or Pay" form, and submitting the form to the City's Human Resources Department.

An employee may determine how many hours of SPSL-22 to use, up to the total number of hours to which the covered employee is entitled pursuant to the *Limits* mentioned above. An employee is not required to use SPSL-22.

Retroactivity

- (1) If an employee was on Leave Without Pay for a reason that would otherwise have qualified as SPSL-22 between January 1, 2022, and the effective date of this policy, in an amount equal or greater to what the employee would have been entitled to under this policy, the employee is eligible for a retroactive payment from the City for such leave. In order to receive payment for such leave, employees must make an oral or written

request to be paid for such leave to their supervisor. The employee or employee's supervisor must submit the request to the City's Human Resources Department using the "Request for SPSL-22, Retro Credit or Pay" form. The City may request documentation if the reason provided for the leave at the time of use was not consistent with those provided in the *Eligibility and Use of Leave* section.

- (2) If an employee used personal leave and was compensated by the City in an amount equal to or greater than the amount of compensation for SPSL-22 to which the covered employee is entitled as set forth under this policy, employees must make an oral or written request to be paid for such leave to their supervisor. The employee or employee's supervisor must submit the request to the City's Human Resources Department using the "Request for SPSL-22, Retro Credit or Pay" form. The employee will be credited for any leave hours used for COVID-specific leave purposes. The City may request documentation if the reason provided for the leave at the time of use was not consistent with those provided in the *Eligibility and Use of Leave* section before providing the leave credits.

For any such retroactive payment or credit to personal leave banks, the number of hours of leave corresponding to the amount of the retroactive payment or credit shall count towards the total number of hours of SPSL-22 that the City is required to provide to the employee.

Retroactive payments and credits will be processed on or before the payday for the next full pay period for which timesheets have not already been submitted after the employee's request is received. The payment/credits will be documented on the employee's pay stub.

REQUEST FOR SPSL-22, RETRO CREDIT OR PAY

Employee Name: _____ EE ID#: _____

Pursuant to Labor Code § 248.6 and § 248.7, I hereby request (circle only one):

- 1. COVID-19 Supplemental Paid Sick Leave (SPSL-22) (for current leave)
- 2. SPSL-22 Retroactive Adjustment
 - a. Leave Credit (employee used personal leave during the time period of 1/1/2022 to the effective date of this policy for a qualifying COVID-19 related reason listed below)
 - b. SPSL-22 Retroactive Payment (employee used Leave Without Pay during the time period of 1/1/2022 to the effective date of this policy for a qualifying COVID-19 related reason listed below)

Reason (circle below):

- 1. Employee subject to quarantine or isolation from a public health official.
- 2. Healthcare provider advises employee to quarantine or isolate due to COVID-19.
- 3. Employee is attending an appointment for themselves or a family member to receive a vaccine or a vaccine booster for protection against COVID-19 (limits apply).
- 4. Employee is experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevents the employee from being able to work or telework (limits apply).
- 5. Employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- 6. Employee is caring for a family member who is subject to an order or guidance described in #1 above or who has been advised to isolate or quarantine, as described in #2 above.
- 7. Employee is caring for a child, whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
- 8. Employee tests positive for COVID-19.
- 9. A family member for whom the employee is providing care tests positive for COVID-19.

For SPSL-22 pay request for a current leave, provide expected dates of leave:

From ____/____/____ to ____/____/____

For retroactive leave credit/pay, provide the following information:

- 1. Dates of previous absence

From ____/____/____ to ____/____/____

REQUEST FOR SPSL-22, RETRO CREDIT OR PAY

Retroactive request information, continued.

2. Absence was originally processed as (check all that apply):

- Personal Sick Leave
- Family Sick Leave
- Vacation
- Comp Time
- Holiday Bank Time
- Leave Without Pay

Employee:

I understand SPSL-22 shall not exceed 80 hours, or the equivalent of two (2) weeks of my normal work schedule, prorated for part-time employees, subject to provisions of LC § 248.6 and § 248.7 and the City of Madera' COVID-19 Emergency Policy #2. I certify that all information I have provided is true and correct.

Employee Signature _____ Date _____

Supervisor Review:

I have received a request from the stated employee to use SPSL-22 or process a retroactive adjustment. If this request was received orally, I have completed the form based on information provided to me by the employee to the best of my knowledge.

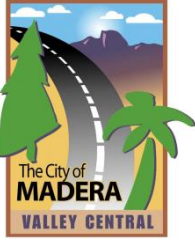
Supervisor Signature _____ Date _____

Employees may request SPSL-22 leave/credit/pay in writing or orally, but all requests should be processed on this form by the employee's supervisor, and then forwarded to Human Resources. Human Resources may request additional documentation upon receiving this request, such as a copy of a doctor's note, a health department letter regarding a COVID-19 quarantine order, test result, etc. See COVID-19 Emergency Policy #2 for full details and limitations.

How to Submit:

- Email completed forms to hrinfo@madera.gov
- Send via interoffice mail to HR
- Drop off at HR in City Hall.

Questions? Call HR at 661-5400, opt. 8 or x8704 from a City phone.



REPORT TO CITY COUNCIL

Approved by:



Jamie Hickman, Interim Public Works Director



Arnaldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: D-1

SUBJECT:

Wastewater Pathogen Monitoring Agreement with Verily Life Sciences

RECOMMENDATION:

Adopt a resolution approving a Materials Transfer Agreement with Verily Life Sciences LLC to analyze wastewater samples in support of public health monitoring

SUMMARY:

The City was recently contacted by Madera County Health Officer Simon Paul, M.D., to gauge the City's interest in testing samples from the Wastewater Treatment Plan (WWTP). The project includes collecting samples from the City's wastewater treatment facility for analysis for viruses such as COVID-19, Monkey Pox, Influenza, and Respiratory Syncytial Virus (RSV). After consulting with Dr. Paul, staff recommends that the City enter into an agreement with Verily Life Sciences LLC (Verily) to analyze wastewater samples to support public health. Staff's role would be to collect samples of solid and liquid materials at the WWTP, to be analyzed by Verily. The results would be made available to the public.

The agreement is through January 31, 2024, and would convert to a month-to-month agreement until December 31, 2026. The agreement may be ended anytime with a week's notice for material breach and a 14-day notice for any reason.

DISCUSSION:

Monitoring wastewater materials has proved to be a successful method of monitoring the presence of and gauging how widespread pathogens threaten public health. Information gathered from such monitoring can assist officials in making informed decisions on public health-related issues and provide important information to researchers.

Discussions regarding monitoring the City's wastewater materials in support of public health were initially broached by Dr. Simon Paul, Madera County Health Officer. After evaluating methods for the City to participate in wastewater monitoring, it was determined that the best alternative was to enter into an agreement with Verily. Under the proposed agreement, City staff would gather solid and liquid samples. The samples would be packaged and shipped to Verily for analysis. Verily would provide all needed materials and shipping supplies. In short:

- The agreement is for two years. It may be extended through the end of 2026
- The City's commitment will be staff time and consistent submittal of samples
- Per the agreement, the City will be reimbursed \$150-\$200 per sample, depending on the specific nature of the sample
- The City will be responsible for mailing the samples to Verily, and reimbursement for said mailing is part of the \$150-\$200 per sample
- Billing will occur monthly
- Proceeds will be placed in the Sewer Enterprise Fund
- Verily will make its findings available to the public
- Verily will pay for all supplies, equipment, etc., and the City shall not be responsible for their condition, repair, etc.

Information that will be made publicly available includes the name of the city, the number of residents served by the system, the geographic location of the city's sewershed or the characteristics of the city's watershed, and the presence of pathogens mentioned above.

FINANCIAL IMPACT:

Verily will provide all necessary materials to ship the samples and will compensate the City either \$150 or \$200 per sample, depending on the number, size, and type of sample collected. It is estimated that it will take one staff member approximately one hour to collect, store and ship one sample. Invoicing will be done by the City's Finance Department. Staff costs per sample are estimated to be less than \$80.

ALTERNATIVES:

Council may direct staff to seek alternate labs to analyze the samples.

ATTACHMENTS:

1. Resolution Approving Agreement
2. Materials Transfer Agreement with Verily Life Sciences LLC

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A MATERIALS TRANSFER AGREEMENT WITH
VERILY LIFE SCIENCES LLC**

WHEREAS, the City of Madera owns and operates a Wastewater Treatment Plant as part of its municipal services; and

WHEREAS, Verily Life Sciences LLC provides services to local governments to analyze wastewater samples for Pathogens such as SARS-CoV-2, Influenza, and Monkeypox; and

WHEREAS, the City wishes to enter into an agreement with Verily Life Sciences LLC to participate in these services; and

WHEREAS, Verily Life Sciences LLC will compensate the City for its efforts; and

WHEREAS, this agreement is for TBD years; and

WHEREAS, an agreement has been prepared that is in the best interests of both the City and Verily Life Sciences LLC.

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

1. The above recitals are true and correct.
2. The Materials Transfer Agreement with Verily Life Sciences LLC, attached hereto as Exhibit 1 and incorporated herein, is approved.
3. The City Manager is authorized to execute the agreement through electronic signature.
4. This resolution is effective immediately upon adoption.

* * * * *

MATERIALS TRANSFER AGREEMENT

Verily Viral Pathogen Testing Services

This Materials Transfer Agreement (this “**Agreement**”) is entered into by and between Verily Life Sciences LLC, a Delaware limited liability company located at 269 East Grand Ave., South San Francisco, CA 94080, on behalf of itself, its affiliates and subsidiaries (“**Verily**”), and [The Department of Public Works], a [department of the City of Madera] located at [1030 S Gateway Dr., Madera, CA 93637] (“**Sample Provider**”), and is effective as of the date of the signature last signed below (“**Effective Date**”). Verily and Sample Provider are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Sample Provider and Verily are interested in Sample Provider sending Verily Materials (as defined in Section 1) in order for Verily to test the Materials for pathogens (the “**Evaluation**”). In consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Evaluation; Payment.
 - a. Promptly after the Effective Date and thereafter during the Term, Sample Provider will use reasonable efforts to provide either (i) two (2) 50 mL of solid wastewater samples or settled solid wastewater samples (“**Solid Materials**”) or (ii) two containers of 500 mL of liquid influent wastewater samples (each of (i) or (ii) (“**Liquid Materials**”). Either Solid Materials or Liquid Materials are “**Materials**” under this Agreement. Sample Provider will provide either Solid Materials or Liquid Materials to Verily three times a week, for the duration of the Term, and Verily will conduct the Evaluation. Verily will pay Sample Provider two hundred United States dollars (\$200.00) per Solid Material or one hundred fifty United States dollars (\$150.00) per Liquid Material, not to exceed the quantity or cadence set forth in this Section 1, and Verily will be responsible for providing all shipping supplies and prepaid shipping labels reasonably necessary for the Materials to be sent from Sample Provider’s facility to Verily. If Sample Provider selects “yes” on Schedule A to this Agreement, Verily will schedule recurring pickups for the Materials as described in Schedule A.
 - b. Subject to the terms of this Agreement, Sample Provider authorizes Verily to use the Materials to perform the Evaluation and report, disclose, and publish the Results as contemplated in this Agreement (the “**Permitted Purpose**”), and not for any other purpose. The Parties agree that after the initial Evaluation, the remaining Materials may be used for further Evaluation, for example if Verily desires to test for additional viral pathogens, provided that any use of the Materials will meet the definition of Evaluation, will remain consistent with the Permitted Purpose, and results of any future Evaluation will be Results under this Agreement. Verily may use subcontractors in performing the Evaluation.
 - c. Sample Provider is solely responsible for the collection techniques used in collecting the Material, provided that Verily may provide reasonable feedback and suggestions on the collection techniques used by Sample Provider at Sample Provider’s request.
 - d. Sample Provider will invoice Verily monthly in arrears by submitting an invoice, including the Site ID number and Site Name, for the previous month within ten (10) business days of the month end to pc-invoices@verily.com as a pdf or Microsoft Word document.
2. After completing the Evaluation for each set of Materials, Verily or Verily’s designee will provide the data and results arising from the Evaluation (the “**Results**”) by making the Results publicly available and sending details related to accessing such Results to Sample Provider. Verily will use reasonable efforts to provide the Results within forty eight (48) hours of Verily’s receipt of the Materials. The Parties agree that Verily or Verily’s designee may disclose the name of Sample Provider, the number of people served by the Sample Provider (which will be provided to Verily by Sample Provider), the geographic location of Sample Provider’s sewershed, and characteristics of Sample Provider’s sewershed or process disclosed to Verily when publishing or presenting the Results or otherwise making the Results publicly available, which may be through an open source license or otherwise. The Parties acknowledge and agree that once made public, the Results, the name of Sample Provider, the number of people served by the Sample Provider, the geographic location of Sample Provider’s sewershed, and characteristics of Sample Provider’s sewershed

or process disclosed to Verily and made public may be used by any party, including third parties, without restriction, and that Verily may submit such information to public health authorities.

3. The term of this Agreement will commence upon the Effective Date and, unless earlier terminated, will continue until January 31, 2024 (the “**Initial Term**”). After the Initial Term, the term of the Agreement will automatically renew on a month-to-month basis until December 31, 2026 unless either Party gives notice to the other Party of an intent not to renew for the next month (the “**Renewal Term**” and collectively with the Initial Term, the “**Term**”). Either Party has the right to terminate this Agreement for any reason on fourteen (14) days written notice to the other Party, and either Party has the right to terminate this Agreement for material breach upon seven (7) days written notice to the other Party. Upon the expiration or termination of the Agreement, Verily will not return any remaining Materials. Sections 1(b), 2, 3, 4, 6 and 8-12 shall survive any termination or expiration of this Agreement.

4. Verily shall have the right to publish and present the Results, and Sample Provider acknowledges and agrees that Verily will not have any obligation to provide such publication or presentation to Sample Provider prior to such publication or presentation.

5. Verily will comply with all laws and regulations regarding the transportation, use and disposal of the Materials. Sample Provider will: (a) ensure it has all necessary rights, consents, and approvals to send the Materials to Verily and for Verily to use the Materials for the Permitted Purpose, (b) comply with all laws and regulations regarding the collection, transportation and use of the Materials, as well as follow any instructions received by Verily regarding the transportation of the Materials, and (c) only provide Materials collected in the United States.

6. All Materials are understood to be experimental in nature and potentially hazardous. THE MATERIALS AND RESULTS ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, NOTWITHSTANDING ANY REQUESTS MADE BY Verily OR Service Provider, INCLUDING, WITHOUT LIMITATION, ANY PERFORMANCE CHARACTERISTICS OF THE MATERIALS OR ACCURACY OF THE RESULTS.

7. EACH PARTY’S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8. All notices of termination or breach must be in English, in writing and addressed to the other Party’s Legal Department. The address for notices to Verily’s Legal Department is verily-counsel@google.com. All other notices must be in English, in writing and addressed to the other Party’s primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

9. Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

10. This Agreement does not create any agency, partnership, or joint venture between the Parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement.

11. This Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into this Agreement neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

12. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed under seal by their duly authorized officers, effective as of the Agreement Effective Date.

[City of Madera]

Verily Life Sciences LLC

DO NOT SIGN - VERILY TO COLLECT E-SIGNATURES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

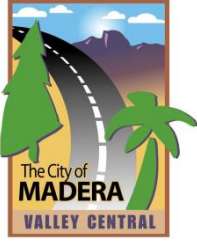
SCHEDULE A

SCHEDULING RECURRING PICKUPS

Verily will, at request, arrange and pay for recurring pickups at the Sample Provider's location using UPS shipping services instead of the Sample Provider arranging for collection kit handoff with the logistics carrier without Verily intervention. The Sample Provider agrees to a reduction of labor offset stipends per sample by \$25.00

Are you in need of recurring pickup arrangements?

- Yes
- No



REPORT TO CITY COUNCIL

Approved by:

Allen Bitter

for Keith Helmuth, Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: D-2

SUBJECT:

Amendment to an Agreement with Beyaz and Patel Inc. Regarding the Loy Cook Water Tower

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 1 to the Consultant Services Agreement with Beyaz & Patel Inc. for the preparation of engineering plans and specifications for the renovation of the Loy Cook Water Tower in the amount of \$ 119,149.37 and a contingency of 10 percent of the contract amount

SUMMARY:

On September 16, 2021, the City issued a Request for Proposals to prepare an evaluation of the water tower. The City received two responses, and on December 15, 2021, the City Council (Council) approved an agreement with Beyaz and Patel Inc. ('Consultant') to prepare an engineering evaluation of the tower for \$104,798.38. More specifically, the agreement called for:

- A field investigation, structural analysis, and recommendations of the water tower to evaluate the structure relative to current seismic and building codes.
- An analysis and recommendations of the interior and exterior coatings of the structure. A 20-year maintenance program.

Based on the information, additional work must be completed to ensure that the tower continues to be functional for the foreseeable future. As a result, staff is proposing an amendment to the original Agreement in the amount of \$119,149.37 for the preparation of plans and specifications for the interior and exterior coating and structural upgrades to the tower. Bidding support and construction support are included in the cost proposal. The plans and specifications will be used to solicit bids for construction.

BACKGROUND:

The water tower, named after Loy E. Cook, who served as the water superintendent at the time and was a long-time employee of the City for 35 years, has a capacity of over 1 million gallons, a height of 134 feet, and a diameter of 76 feet. The iconic structure is the only remaining elevated water storage tank still in use by the City. The other tower, located at the Frank Bergon Center, is not actively used. Just as important is that the tower is the single source of potable water in the City's water system.

Beyaz and Patel Inc. recently performed field investigations of the interior coating, exterior paint, and a detailed structural inspection of the tower structure. Based on those field investigations, an engineering report (Attachment 2) was prepared that provided structural recommendations to bring the water tower up to current seismic and building codes. More specifically, the report summarizes that:

- **Interior Recoating, Exterior Recoating, and structural upgrades:**
 - The tank interior is corroded and needs replacement.
 - Field inspection revealed that the tank exterior and tower structure have experienced minor corrosion damage and need recoating.
 - The critical element is the overstressed anchor bolt connections to the concrete foundation.

- **Retrofit Design:**
 - The structural evaluation revealed that the tower structure does not meet current code requirements.
 - Major elements include: First, the column base plate and anchor bolts require retrofit. Second, the existing horizontal tie-rods at mid-height connecting outer columns to the center column are inadequate and need replacement.

Based on this report, staff requested and received a proposal from Beyaz and Patel Inc. in the amount of \$119,149.37 to prepare engineering plans and specifications for two construction bid packages, per the following:

- *Bid Package 1:* Recoat the interior of the water tower. Public Works is replacing the cathodic protection system on the interior of the tank in early 2023. The interior recoating will require close schedule coordination with the cathodic replacement contractor.

- *Bid Package 2:* Upgrade the foundation system and portions of structural steel bracing and repaint the exterior of the tank

While the initial report provides an overview of the tank's condition, the second report, the subject of this item, will better define the necessary work and be used to request bids.

It is also worth noting that the Madera painted on the tank, alongside the iconic heart logo, will be painted over as part of this project, given that the report noted that the letters are severely

weathered. Staff is still reviewing options, given that it is a source of great civic pride and nostalgic for many Maderans.

FINANCIAL IMPACT:

Funding for City Project W-22 and W-34 is included in the Fiscal Year 2022/23 Capital Projects Budgets from Water Utility Funds (i.e., water utility ratepayers). While the precise costs are yet to be determined, the attached report notes that the improvements could be around \$1.5 million; however, once bids are received, the item will be presented to Council for consideration. Staff identified \$1.5 million in the City's Capital Project budget for said improvements.

ALTERNATIVES:

Staff is recommending that the Council award Beyaz and Patel Inc. a contract to better flesh out necessary improvements to the tower. As an alternative, Council may request that the City issue a Request for Proposal (RFP) solicit additional bids from prospective engineering firms. While it may be possible that another firm offers their services at less than the approximately \$120k proposed in this report, any other firm may have to prepare an additional analysis of the tower, given that Beyaz and Patel Inc. has intimate knowledge of the project. Moreover, another bid may prolong the project and require additional staff resources to prepare. The issuance of another RFP may take approximately 40 -60 staff hours and would delay the project up to 3 months.

ATTACHMENTS:

1. Resolution
Exhibit A – Agreement
Attachment A, Proposal and Schedule
Attachment B, Final Engineering Report, Beyaz and Patel

Attachment 1

Resolution

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AMENDMENT NO. 1 TO THE CONSULTANT SERVICES
AGREEMENT WITH BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR THE PREPARATION OF ENGINEERING PLANS AND
SPECIFICATIONS FOR THE RENOVATION OF THE LOY COOK WATER TOWER IN
THE AMOUNT OF \$ 119,149.37 AND A 10 PERCENT CONTINGENCY**

WHEREAS, a project to rehabilitate and repair the Loy Cook Water Tower is included in the 2022/23 Capital Project Budget (the Project)

WHEREAS, the City of Madera (City) received an engineering report from Beyaz and Patel Inc. for the renovation of the Loy Cook Water Tower; and

WHEREAS, engineering services by a professional firm are required for the preparation of engineering plans and specifications of the Project; and

WHEREAS, the City requested an engineering proposal from Beyaz and Patel Inc. to prepare engineering plans and specifications based on their engineering report; and

WHEREAS, Beyaz & Patel Inc. submitted an engineering proposal for \$ 119,149.37 with a 10 percent contingency; and

WHEREAS, the City desires to retain Consultant and Consultant desires to provide City with the services specified in the proposal.

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

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement with Beyaz & Patel Inc. for Professional Engineering Services in the amount of \$ 119,149.37 for the preparation of engineering plans and specifications for the interior coating, exterior painting, and structural upgrades of the Loy Cook Water Tower is approved. A copy of said Amendment No. 1 to the Agreement is attached as Exhibit A hereto.
3. The Council authorizes a contingency amount of \$ 11,914.93 to be approved by the City Engineer.
4. This resolution is effective immediately.

* * * *

EXHIBIT A

**AMENDMENT NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH
BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE
PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE
RENOVATION OF THE LOY COOK WATER TOWER**

This Amendment No. 1 to the Consultant Services Agreement for Professional Engineering Services for the Structural Evaluation and Interior and Exterior Coating Evaluation of the Loy Cook Water Tower , City Projects W-22 and W-34 (hereafter ‘Amendment No 1’) between the City of Madera (hereinafter call “City”) and Beyaz and Patel Inc. (hereinafter called “Consultant”) is entered into this 21st day of December 2022.

WHEREAS, the City has a project for the renovation of the Loy Cook Water Tower, hereinafter called “PROJECT”; and

WHEREAS, the City and Consultant entered into an agreement dated December 15, 2021 for structural evaluation and interior-exterior coating evaluation of the Loy Cook Water Tower; and

WHEREAS, City requested changes to the scope for engineering services to include the preparation of engineering plans and specifications; and

WHEREAS, Amendment No. 1 to Agreement is necessary to revise the Scope of Work, Term, and Compensation for the additional engineering services.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Consultant agree that the Agreement for Professional Engineering Services for the Structural Evaluation and Interior and Exterior Coating Evaluation of the Loy Cook Water Tower, specifically City Project W-22 and W-34, between City and Consultant shall be amended as follows:

SECTION 1. Section 1 of the Agreement titled “Scope of Services” of the Agreement shall be amended by adding the following text to the end of said Section:

Consultant shall provide additional professional engineering services as set forth in **Attachment A** to this Amendment No. 1 which is incorporated by reference. Said engineering services shall be based upon the Final Engineering Report prepared by Beyaz and Patel as set forth in **Attachment B** to this Amendment 1.

SECTION 2. Section 2 of the Agreement titled” Commencement of Services: Term of Agreement” shall be amended by adding the following text to the end of said Section.

Consultant shall commence the Services in this Amendment No. 1 upon the City’s issuance of a written “Notice to Proceed” and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the services, or until such time as the Agreement is terminated by either party in accordance with this Agreement.

SECTION 3. Section 3 of the Agreement titled “Compensation for Services” shall be amended by adding the following text to the end of said Section:

Consultant shall provide the additional professional engineering services for a fee of \$ 119,149.37 as identified in Attachment A to Amendment No. 1 and incorporated by reference.

SECTION 4. Except as set forth in this Amendment No. 1 to Agreement all terms and conditions in the Agreement for Consultant Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement to be executed as of the day and year first above written.

CITY OF MADERA

BEYAZ AND PATEL INC.

Santos Garcia, Mayor

Subhash Patel
President

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

ATTACHMENT A
Proposal, Fee, and Schedule



ATTACHMENT A PROPOSAL, FEE, & SCHEDULE

November 28, 2022

Steve Bettencourt
Project Manager
CITY OF MADERA
428 E. Yosemite Ave.
Madera, CA 93636

**SUBJECT: LOY E. COOK WATER TOWER INTERIOR AND EXTERIOR RECOATING AND TOWER
RETROFIT DESIGN, ADDENDUM A**

Dear Mr. Bettencourt:

As requested, Beyaz & Patel is pleased to submit our proposal for the interior and exterior recoating and retrofit design of the Loy E. Cook Water Tower (the "Tower"), located on the southwest corner of South and Columbia Streets. Beyaz & Patel's proposal is based on the inspection and evaluation work conducted under City Projects W-22 and W-34 and subsequent conversations with the City.

A. PROJECT BACKGROUND

Beyaz & Patel evaluated the Tower. The objective was to assess the water tower's structural integrity and the interior and exterior coating condition and make recommendations for improvements.

Interior and Exterior Recoating

The tank interior is corroded and needs the replacement of the existing coating. Field inspection revealed that the tank exterior and tower structure have experienced minor corrosion damage and need recoating. First, the critical element is the overstressed anchor bolt connections to the concrete foundation.

Retrofit Design

The structural evaluation revealed that the Tower structure does not meet the current code requirements. Major elements include: First, the column base plate and anchor bolts require retrofit. Second, the existing horizontal tie-rods at mid-height connecting outer columns to the center column are inadequate and need replacement.

B. SCOPE OF SERVICES

The City has prioritized first replacing the interior coating of the tank. The second contract will be exterior recoating and structural retrofits of the tank and tower structure. Please see **Bid Package 1 and 2 Schedules** for more detail, and refer to the **Cost Proposal** for more information regarding the bid and construction phases.

BID PACKAGE 1: Tank interior corrosion repairs and coating replacement

1.0 PROJECT MANAGEMENT

1.1 Kick-Off Meeting

1.2 Bi-Weekly Coordination Meeting

2.0 INTERIOR COATING

2.1 Interior Coating Submittal and Cost Estimate

2.2 QA/QC

2.3 Review Comments

2.4 Final Submittal

2.5 Assist the City in preparing bid documents.

3.0 BID PHASE

3.1 PreBid Meeting

3.2 Respond to Contractor Questions

4.0 CONSTRUCTION PHASE

4.1 Construction Meeting (1)/Observations

4.2 Respond to RFIs

4.3 Review Submittals

4.4 Coating Inspections by a SSPC QP5 Certified Coating Inspector by CSI Services Inc.

BID PACKAGE 2: Tank exterior and tower structure corrosion repairs and recoating and retrofitting the tower structure.

1.0 PROJECT MANAGEMENT

1.1 Kick-off Meeting

1.2 Monthly Invoicing and Status Updates

1.3 Biweekly Coordination Meetings

2.0 75% DESIGN PACKAGE

2.1 75% Submittal

2.2 City Review of 75% Design Package

2.3 75% Design Review Meeting

3.0 95% DESIGN PACKAGE

3.1 95% Submittal

3.2 95% QA/QC Review

3.3 City Review of 95% Submittal

3.3 95% Design Review Meeting

4.0 FINAL DESIGN PACKAGE AND COST ESTIMATE

5.0 BID PHASE

5.1 PreBid Meeting

5.2 Respond to Contractor Questions

6.0 CONSTRUCTION PHASE

6.1 Construction Meeting (1)/Observations

6.2 Respond to RFIs

6.3 Review Submittals

6.4 Coating Inspections by a SSPC QP5 Certified Coating Inspector by CSI Services Inc.

C. ASSUMPTIONS AND EXCLUSIONS

- All drawings shall be prepared in AutoCAD.
- Bid phase and construction support services are included as separate tasks in the Cost Proposal.
- Each bid package will include technical specifications, a bid list, and a description of each bid item.
- Rates match the current contract rates.
- Attached schedules include the date of each deliverable.

Steve Bettencourt
November 28, 2022
Page 4 of 4

D. COMPENSATION

For **Bid Package No. 1**, we propose a fee of \$17,435 for design and \$33,255 for bid and construction. For **Bid Package No. 2**, we propose a fee of \$65,861 for design and a fee of \$53,288 for bid and construction. Please see the attached Cost Proposal. Any changes in the Scope of Services require adjusting the proposed fees. The proposed fees include all reasonable expenses.

Thank you for letting Beyaz & Patel be of continued service to the City. If you have any questions or need additional information regarding our proposal, please contact me at 858.451.0374 or by email.

Best Regards,



BEYAZ & PATEL

Subhash Patel, PE, SE
President and Principal Structural Engineer

858.451.0374
spatel@beyazpatel.com

**City of Madera
Loy E. Cook Water Tower
Interior Coating, Exterior Recoating, and Retrofit Design**

	Principal Engineer	Senior Engineer	Cad Designer	Admin Assistant	Sub CSI Lump Sum	Total Labor	ODC 3%	TOTAL COST
Hourly Billing Rates	\$246.00	\$213.00	\$133.00	\$77.00				
Bid Package 1: Interior Recoating								
1.0 Project Management	5	2	0	1	\$1,000.00	\$2,733.00	\$81.99	\$2,814.99
1.1 Kick-Off Meeting	1			1	\$200.00	\$523.00	\$15.69	\$538.69
1.2 Bi-Weekly Coordination Meeting	4	2			\$800	\$2,210.00	\$66.30	\$2,276.30
2.0 Interior Coating	18	24	0	2	\$4,500.00	\$14,194.00	\$425.82	\$14,619.82
2.1 Interior Coating Submittal and Cost Estimate	8	14			\$3,000.00	\$7,950.00	\$238.50	\$8,188.50
2.2 QA/QC	2	6			\$0.00	\$1,770.00	\$53.10	\$1,823.10
2.3 Review Comments	4				\$500.00	\$1,484.00	\$44.52	\$1,528.52
2.4 Final Submittal	2			2	\$1,000.00	\$1,646.00	\$49.38	\$1,695.38
2.5 Assist the City in preparing bid documents.	2	4			\$0.00	\$1,344.00	\$40.32	\$1,384.32
3.0 Bid Phase	4	6	0	0	\$1,000.00	\$3,262.00	\$97.86	\$3,359.86
3.1 PreBid Meeting	2				\$500.00	\$992.00	\$29.76	\$1,021.76
3.2 Respond to Contractor Questions	2	6			\$500.00	\$2,270.00	\$68.10	\$2,338.10
4.0 Construction Phase	22	24	0	0	\$18,500.00	\$29,024.00	\$870.72	\$29,894.72
4.1 Construction Meeting (1)/Observations	8	8			\$1,500	\$5,172.00	\$155.16	\$5,327.16
4.2 Respond to RFIs	2	8			\$800	\$2,996.00	\$89.88	\$3,085.88
4.3 Review Submittals	4	8			\$1,200	\$3,888.00	\$116.64	\$4,004.64
4.4 Coating Inspections	8				\$15,000	\$16,968.00	\$509.04	\$17,477.04
TOTAL	49	56	0	3	\$25,000.00	\$49,213.00	\$1,476.39	\$50,689.39
Bid Package 2: Tower Retrofit and Coating								
1.0 Project Management	11	4	0	3	\$1,200.00	\$4,989.00	\$149.67	\$5,138.67
1.1 Kick-Off Meeting	1			1	\$200.00	\$523.00	\$15.69	\$538.69
1.2 Monthly Invoicing and Status Report	4	4			\$0.00	\$1,836.00	\$55.08	\$1,891.08
1.3 Bi-Weekly Coordination Meetings	6			2	\$1,000.00	\$2,630.00	\$78.90	\$2,708.90
2.0 75% Design Package	14	44	96	3	\$3,500.00	\$29,315.00	\$879.45	\$30,194.45
2.1 75% Submittal	12	44	96	2	\$3,200.00	\$25,246.00	\$757.38	\$26,003.38
2.2 75% Design Review Meeting	2			1	\$300.00	\$569.00	\$17.07	\$586.07
3.0 95% Design Package	22	32	62	5	\$1,900.00	\$22,759.00	\$682.77	\$23,441.77
3.1 95% Submittal	8	24	62	4	\$1,600.00	\$17,234.00	\$517.02	\$17,751.02
3.2 QA/QC	10				\$0.00	\$2,460.00	\$73.80	\$2,533.80
3.3 95% Review Meeting Commnets	4	8		1	\$300.00	\$3,065.00	\$91.95	\$3,156.95
4.0 Final Design Package	2	4	16	4	\$3,100.00	\$6,880.00	\$206.40	\$7,086.40
5.0 Bid Phase	9	18	0	0	\$2,300.00	\$8,348.00	\$250.44	\$8,598.44
5.1 Assist City with Bid Document Preparation	2	4			\$1,000.00	\$2,344.00	\$70.32	\$2,414.32
5.2 PreBid Meeting	2	2			\$300.00	\$1,218.00	\$36.54	\$1,254.54
5.3 Respond to Contractor Questions	1	8			\$500.00	\$2,450.00	\$73.50	\$2,523.50
5.4 Addenda	4	4			\$500.00	\$2,336.00	\$70.08	\$2,406.08
6.0 Construction Phase	42	56	16	0	\$19,000.00	\$43,388.00	\$1,301.64	\$44,689.64
6.1 Construction Meeting (2)/Observations	16				\$1,600.00	\$5,536.00	\$166.08	\$5,702.08
6.2 Respond to RFIs	8	16			\$1,200.00	\$6,576.00	\$197.28	\$6,773.28
6.3 Review Submittals	8	36			\$1,200.00	\$10,836.00	\$325.08	\$11,161.08
6.4 Coating Inspections	8				\$15,000.00	\$16,968.00	\$509.04	\$17,477.04
6.5 As-Built Plans	2	4	16		\$0.00	\$3,472.00	\$104.16	\$3,576.16
TOTAL	100	158	190	15	\$31,000.00	\$115,679.00	\$3,470.37	\$119,149.37

Bid Package 1 Loy E. Cook Interior Repair and Coating

ID	Task Mode	Task Name	Duration	Start	Finish	Jan 1, '23	Jan 8, '23	Jan 15, '23	Jan 22, '23	Jan 29, '23	Feb 5, '23	Feb 12, '23																												
						S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1		1.0 Project Management	60 days	Mon 1/2/23	Fri 3/24/23																																			
2		1.1 Kick-Off Meeting	1 day	Mon 1/2/23	Mon 1/2/23																																			
3		1.2 Biweekly Meeting	4 hrs																																					
4		2.0 Interior Coating	30 days	Mon 1/2/23	Fri 2/10/23																																			
5		2.1 Interior Coating Submittal	11 days	Mon 1/2/23	Mon 1/16/23																																			
6		2.2 City Review of Interior Coating Submittal	10 days	Mon 1/16/23	Fri 1/27/23																																			
7		2.3 Review Meeting	1 day	Mon 1/30/23	Mon 1/30/23																																			
8		3.0 Final Submittal and Cost Estimate	5 days	Mon 2/6/23	Fri 2/10/23																																			

Project: Bld Package 1 - Loy E. Date: Mon 11/28/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Bid Package 2 - Loy E. Cook Water Tower Retrofit and Coating

ID	Task Mode	Task Name	Duration	Start	Finish	Jan 1, '23	Jan 8, '23	Jan 15, '23	Jan 22, '23	Jan 29, '23	Feb 5, '23	Feb 12, '23	Feb 19, '23	Feb 26, '23	Mar 5, '23	Mar 12, '23	Mar 19, '23	Mar 26, '23	
1	★	1.0 PROJECT MANAGEMENT	60 days	Mon 1/2/23	Fri 3/24/23	S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	★	1.1 Kick-off Meeting	1 day	Mon 1/2/23	Mon 1/2/23														
3	★?	1.2 Monthly Invoicing and Status Updates	6 hrs																
4	★?	1.3 Biweekly Coordination Meetings	12 hrs																
5	★	2.0 75% Design Package	31 days	Mon 1/9/23	Mon 2/20/23														
6	★	2.1 75% Submittal	20 days	Mon 1/9/23	Fri 2/3/23														
7	★	2.2 City Review of 75% Design Package	10 days	Mon 2/6/23	Fri 2/17/23														
8	★	2.3 75% Design Review Meeting	1 day	Mon 2/20/23	Mon 2/20/23														
9	★	3.0 95% Design Package	21 days	Mon 2/20/23	Mon 3/20/23														
10	★	3.1 95% Submittal	15 days	Mon 2/20/23	Fri 3/10/23														
11	★	3.2 95% QA/QC Review	5 days	Mon 3/6/23	Fri 3/10/23														
12	★	3.3 City Review of 95% Submittal	5 days	Mon 3/13/23	Fri 3/17/23														
13	★	3.3 95% Design Review Meeting	1 day	Mon 3/20/23	Mon 3/20/23														
14	★	4.0 Final Design Package and Cost Estimate	5 days	Mon 3/20/23	Fri 3/24/23														

Critical		Split		Finish-only		Baseline Milestone		Manual Summary		Inactive Task	
Critical Split		Task Progress		Duration-only		Milestone		Project Summary		Inactive Milestone	
Critical Progress		Manual Task		Baseline		Summary Progress		External Tasks		Inactive Summary	
Task		Start-only		Baseline Split		Summary		External Milestone		Deadline	

ATTACHMENT B
Final Engineering Report



ATTACHMENT B FINAL ENGINEERING REPORT

November 17, 2022

FINAL PRELIMINARY DESIGN REPORT LOY E. COOK WATER TOWER EVALUATION

Prepared for:
THE CITY OF MADERA

BEYAZ&PATEL
Celebrating 40 Years of Engineering Excellence

FINAL PRELIMINARY DESIGN REPORT

LOY E COOK WATER TOWER EVALUATION

CITY OF MADERA

November 17, 2022

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FINAL PRELIMINARY DESIGN REPORT

LOY E COOK WATER TOWER EVALUATION

CITY OF MADERA

November 17, 2022

1.0 EXECUTIVE SUMMARY

This section summarizes the findings and recommendations for the seismic retrofit and rehabilitation of the Loy E. Cook Water Tower (the "Tower"), situated at the southwest corner of E. South Street and Columbia Street in Madera, California and located north of the Fresno River and east of State Route 99. The objective is to assess the water tower's structural integrity and recommend improvements to rehabilitate the structure constructed in 1962.

1.1 Background and Scope

The Tower has an overall height of 134 feet. Supporting the tank are ten steel tube columns and a riser column. (As-built and record information does not exist for the above-grade structural support of the water tower.) In below-grade investigations, each of the ten steel columns is connected to a 4-foot x 4-foot concrete base and extends to a depth of six feet with that dimension. Below the upper base, a 12-inch thick slab is encountered and used as a pile cap. The slab was 15-foot square. Below the slab are four 2 ½ foot diameter piers at each base. The piles extended to a depth of 27 feet below grade. The Tower is the single source of potable water in the City's system and includes 20 groundwater wells and 200+ miles of distribution pipeline.

Our scope, in general, is to provide the following:

1. Condition assessment of the tank's interior and exterior and the supporting structure, and provide recommendations.
2. Wind and seismic assessment, analyze the overall structural integrity of the water tower to conform to current code requirements and recommend improvements to the structure.

1.2 Conclusions and Recommendations

Below-grade exploration revealed a 4 x 4 x 6 feet deep concrete footing with a 15 x 15 feet pile cap and four 30-inch diameter piles supporting each steel column. Field inspection revealed that circular structural members, such as tie-rods, tube steel columns, horizontal struts, and column base connections, have experienced minor corrosion damage and need to be repaired or replaced. Beyaz & Patel developed a three-dimensional (3-D) computer model, and the results indicate that the Tower does not meet current code requirements. The following structural deficiencies were found.

1. A critical element is the overstressed anchor bolt connections to the concrete foundation. Provide additional anchor bolts to mitigate this deficiency.
2. The existing horizontal tie-rods, at mid-height, connecting the outer columns to the center column are not stiff enough to prevent movement. Replace the existing tie-rods with hollow structural steel square sections.

The total estimated probable project cost, including strengthening of structural deficiencies and water tower interior and exterior coatings, is \$1.5 million.

2.0 INTRODUCTION

The report presents the results of the Tower's condition assessment and wind and seismic evaluation. In addition, this structural assessment aims to provide gravity and lateral evaluation of the water tower structure and foundation system.

2.1 Purpose of Assessment/Analysis

The condition assessment aims to determine the extent of corrosion to the existing water tank and supporting tower structures. The structural evaluation provides wind and seismic assessment and recommends improvements to rehabilitate the water tower structure. The report identifies potential improvements and corresponding preliminary cost estimates to meet current codes and minimize damage to the Tower during a wind or seismic event.

2.2 Project Objectives

The objectives of the structural evaluation are as follows:

- Evaluate the vulnerability of the water tower structure to likely wind and seismic events to conform to current code requirements.
- Identify and evaluate alternative means of improving the performance of the tower structure during a wind or seismic event.
- Provide measures to repair the corrosion damage to the water tank and supporting tower structure.

2.3 Scope of Work

The scope of the evaluation includes the following tasks:

- Review available relevant drawings and reports.
- Perform a site evaluation to determine as-built conditions and physical condition assessment of the water tower structure, and document any distress.
- Conduct a geotechnical investigation, including site reconnaissance, assess soil conditions at the project site, subsurface soil sampling, site pit to determine as-built information of the foundation system, laboratory testing on selected samples, evaluate geologic hazards and engineering seismology, and geotechnical engineering recommendations for project design (work performed by Krazan and Associates).
- Conduct a detailed survey of the water tower support structure to determine the as-built information (work performed by Bedrock Engineering, Inc.).
- Prepare as-built drawings.
- Analyze the structural integrity of the water tower according to local, State, and Federal design requirements.
- Perform detailed structural/lateral evaluations, including wind and seismic analysis of the water tower structure.
- Develop conceptual retrofit alternative designs with corresponding estimated construction cost estimates to mitigate the deficiencies, where appropriate.
- Prepare a technical report with findings and recommendations.

3.0 DESCRIPTION OF STRUCTURE

3.1 General

Originally constructed in 1962, the 1,000,000-gallon elevated steel water tower (see Figure 3-1) has an overall height of 134 feet from the base of the steel tube columns to the roof's edge. The diameter of the steel shell of the water tower tank is 76 feet. Supporting the Tower are ten steel 36-inch diameter hollow circular columns. The height of the columns is 108.9 feet, with steel truss struts at the top of the columns. The Tower legs are braced by two levels of 6x4 inches double steel angles diagonal bracing, each connected to the columns at steel gusset plate with welded and steel pin connections. At the bottom of the columns, additional steel angles and plates flare out from the typical connection to the foundation. The columns connect to a 2.0-inch thick base plate bolted to the concrete footing with two 1 ¼-inch diameter anchor bolts embedded 60 inches into the footing. A 10 feet diameter riser extends from the bottom of the tank to the ground.

Based on field exploratory work, the tower foundation system consists of each column supported on a 4-foot x 4-foot concrete base 6-foot deep supported on a 15-foot x 15-foot x one-foot thick pile cap and four 30-inch diameter piers extending 20 feet below the pile cap.

3.2 Availability of Original Design and Construction Documents

The City of Madera provided the AT&T 2019 tower antenna drawings (see Appendix B). The drawings contain no detailed information on the construction of the foundation or anchor bolts and no information on the tower support structure. Also, no geotechnical reports or material specifications were available for analysis. As such, extensive field exploratory work had to be performed to evaluate the foundation system, the embedment depth of the connecting anchor bolts, and member sizes of the tower support structure. Bedrock Engineering performed a detailed survey of the as-built water tower. Krazan and Associates, Inc performed the field exploratory and laboratory testing work, and the report includes the results and recommendations (see Appendix C). As a part of the evaluation, drawings have been developed based on information from measurement drawings and field exploratory work, presented in Appendix A.



Figure 3-1: Loy E Cook Water Tower Photograph

4.0 FIELD OBSERVATIONS AND EXPLORATORY WORK

4.1 Field Observations

CSI Services performed field observation and a condition assessment of the water tank and tower structure. A copy of the report is in Appendix D.

Exterior of Tank:

- Overall fair condition
- Paint has severe chalking at shell and roof locations
- Multiple areas of uniform rust along tank support structure

Interior of Tank:

- Tank lining below the water level in poor condition
- Tank lining above the water level in poor condition and delaminating from ceiling and shell
- Shell surface is fully corroded, and the bottom one-sixth is corroded
- The lining has reached its service life and needs replacement to avoid further corrosion

Exterior Support Structure:

- Paint of support columns and bracing in fair condition with moderate chalking and some remaining gloss
- Isolated rust spots

Central Riser:

- Lining within riser in poor condition in upper 30 feet of pipe
- Areas of cracked coating; blisters, and rust present

4.2 Field Exploratory Work

4.2.1 Geotechnical Exploration Work

Krazan and Associates also performed a field evaluation of the existing foundation system (report contained as a part of Appendix C). The program consisted of excavating one test pit adjacent to one of the footings to perform a Ground Penetrating Radar (GPR) scan of the foundation and determine footing dimensions. Ultrasonic testing was used to evaluate the depths of the anchor bolts. Sand and cement slurry were used to backfill the test pit.

Subsurface soil conditions were explored by drilling one test boring within site to evaluate the subsurface conditions. The exploratory soil boring was advanced to a depth approximately 50 feet below the existing site grade. In addition, one initial test pit was excavated to a depth of six feet. A supplemental test pit was advanced to a depth of approximately 12 feet as part of a follow-up investigation. Furthermore, echo test

pits were performed on nine of the 10 pier locations to determine the association with the secondary investigation.

Based on the exploratory fieldwork, the upper soils comprised approximately 6 to 12 inches of very loose silty sand. These soils are disturbed, have low-strength characteristics, and are highly compressible when saturated. Approximately 6 to 7 ½ feet of fill material was encountered below the loose surface soils. Below the fill, predominately medium to very dense silty sand is encountered. Between 9 ½ and 14 feet were moderately cemented soils.

The existing upper portion of the foundation is four-foot square and extends to a depth of six feet with that dimension. Below the column base, a 12-inch-thick slab which a pile cap was encountered. The slab was approximately 15-foot square. Potholing below the slab indicates 4-foot x 2 ½-foot diameter piers extending 20 feet below the pile cap.

Based on the NDE UT test, the anchor rods have an embedment depth of 6 feet. The anchor rods are 1 ¼ inch in diameter.

Based on the subsurface conditions and soil testing, the foundation was evaluated based on the following design parameters:

Allowable Soil Bearing Capacity:

- Dead Load Only = 4,900 psf
- Dead Plus Live = 6,500 psf
- Seismic or Wind = 8,650 psf

Allowable Passive Earth Pressure:

- Seismic or Wind = 467 psf/ft

Allowable sidewall Soil Friction Coefficient:

- In Compression = 900 psf
- In Uplift = 500 psf

4.2.2 Field Survey Work

Bedrock Engineering performed the field survey program of the existing water tower support structure on April 12, 2022 (drawing contained as part of Appendix D).

5.0 STRUCTURAL ASSESSMENTS

5.1 Basis of Structural Analysis

The structural and seismic analyses, wind analysis, and evaluation used the following parameters:

Seismic Design Parameters (Per ASCE 7-16/USGS Maps):

Latitude: 36.970069

Longitude: -120.065819

0.2-Sec Mapped MCE_R Spectral Acceleration, $S_S = 0.591$

1-Sec Mapped MCE_R Spectral Acceleration, $S_1 = 0.233$

Site Class = D

Short Period Design Spectral Response Acceleration, $S_{DS} = 0.523$

1-Sec Period Design Spectral Response Acceleration, $S_{D1} = 0.331$

Structural Type: Elevated Tank

Response Modification Coefficient, $R = 3.0$

Overstrength Factor, $\Omega_o = 2.0$

Deflection Amplification Factor, $C_d = 2.5$

Importance Factor, $I_e = 1.5$

Wind Design Parameters (Per CBC 2016):

Basis Wind Speed, $V = 105$ mph

Surface Roughness = C

Exposure Category = C

Structural Steel and Anchor Bolts, F_y (assumed):

$F_y = 36$ ksi

$F_u = 58$ ksi

Concrete Compressive Strength, f'_c :

Concrete Pads = 3,000 psi (assume value)

Soil Design Parameters:

See Section 4.2.1

Codes and Standards:

CBC 2019

ASCE 7-16

ACI 318-19

AISC 360-16

5.2 Analytical Approach

To assist with the assessment, a three-dimensional (3-D) finite element computer model of the water tower structure was developed using the structural analysis software SAP 2000 Version 17 computer program developed by Computers and Structures, Inc. The computer model of the Tower is shown in Figure 5-1. Linear elastic shell elements were used to model the water tower structure, and frame elements to model the built-up tower columns. Dead loads and seismic mass were incorporated into the model to account for elements like walkways or balconies. Wind analysis was performed based on requirements in Chapter 29 of ASCE 7-16.

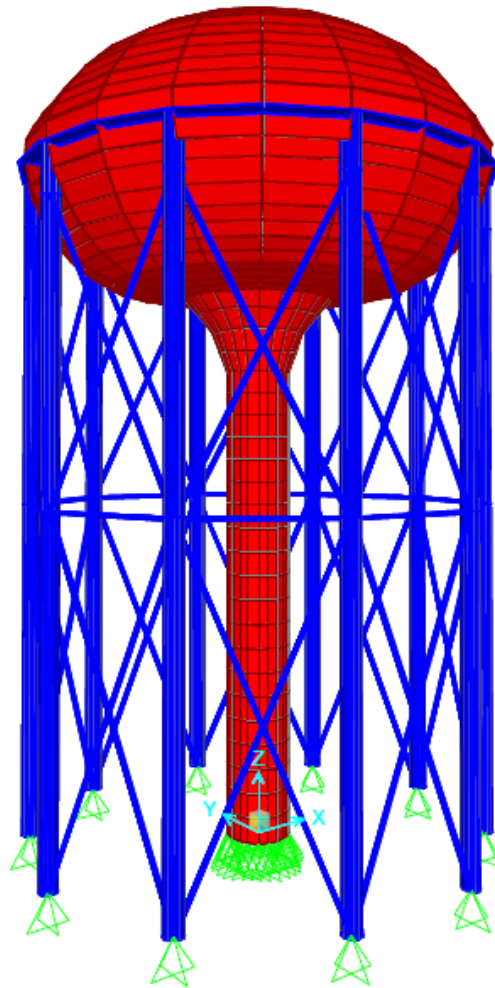


Figure 5-1: 3-D Computer Model of Loy E Cook Water Tower

The seismic analysis was performed using the Equivalent Lateral Force Procedure (ELFP) outlined in ASCE 7-16, Sections 15.4.1 and 12.8.1. The seismic response coefficient, C_s , was determined to be 0.118 by using Equation 12.8-3 in the ASCE 7 standard and applied to the computer model. The SAP program determined the fundamental period, T , of the structure as 2.19 seconds. However, ASCE 7-16 Table

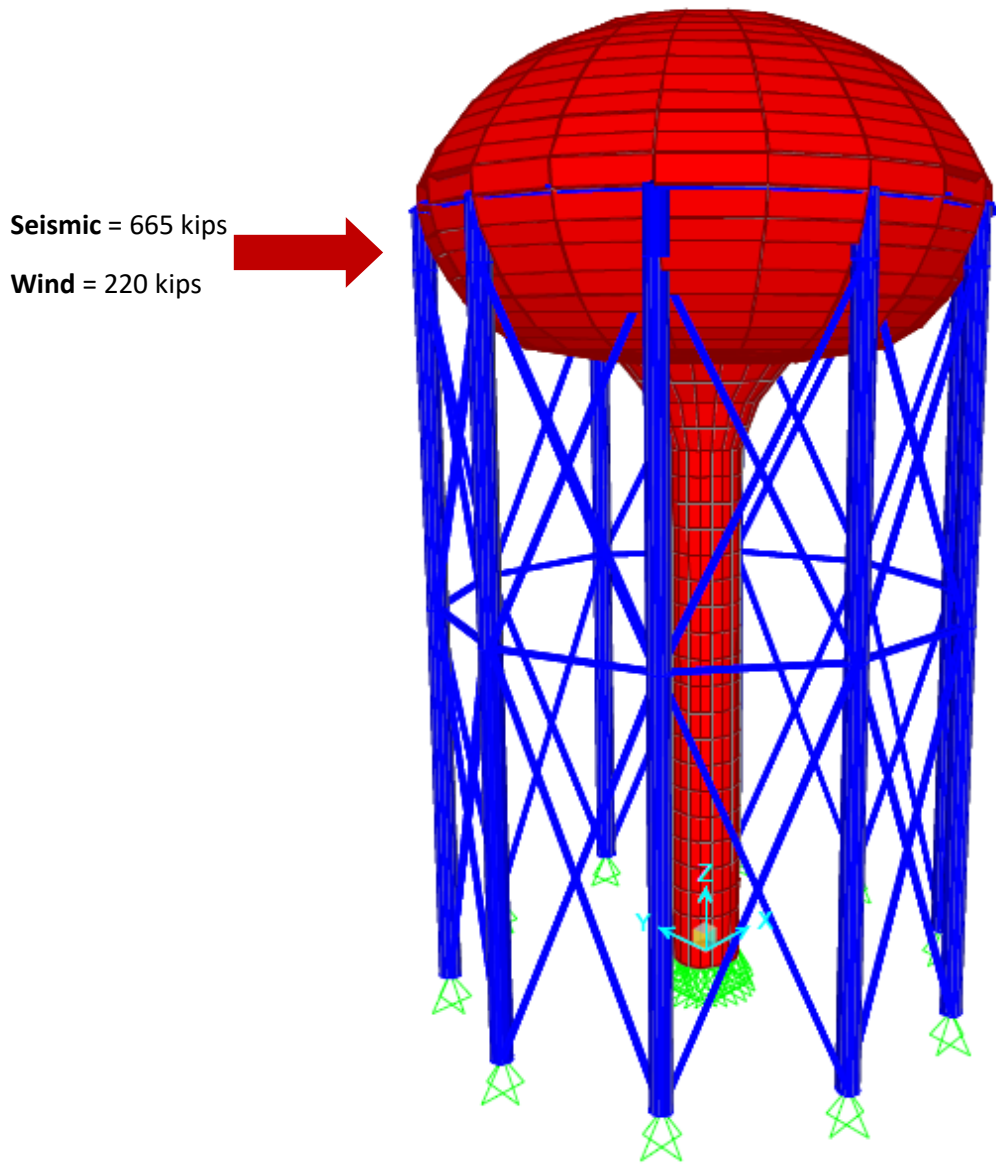
12.8.1 upper limit on the calculated period is 1.4 seconds. The ELFP procedure was based on the period of the SAP program.

5.3 Structural Analysis

The existing water tower was analyzed using the ELFP approach. The applied seismic and wind loads to the tower structure are shown in Figure 5-2. The general behavior of the tower and foundation structure was evaluated, and the critical component demand-to-capacity ratios (DCRs) were computed (refer to Structural Calculations as part of Appendix F). The load "demand" is the force level on the tank (based on computer analysis) required to be resisted. The "capacity" represents the element's strength or ability to resist the "demand" load. A DCR less than unity represents a condition meeting the acceptance criteria. The results of the existing water tower and foundation structure are summarized in Table 5-1. The deformed shape of the Tower for the wind loading is shown in Figure 5-3.

Table 5-1: Summary of Results

Analysis	Component	Mode of Failure	DCR
Tower	Central Riser	Compression	0.446
	Outer Columns	Compression	1.171
	Brace (Upper)	Tensile Yielding	0.322
	Brace (Lower)	Tensile Yielding	0.277
	Pin Connectors	Bearing at Pin Hole Seismic w/ Ω	0.406
	Gusset Plate	Block Shear Seismic w/ Ω	0.730
Foundation	Column Base Anchorage	Anchor Steel Failure in Tension and Shear Combined	1.329
	Column Base Anchorage	Concrete Breakout in Shear	2.115
	Sliding Stability	Sliding	0.01
	Overtuning Stability	Uplift	No uplift
	Soil Bearing	Bearing Capacity	0.567



Note: The seismic and wind loads were applied to the 3D computer model as distributed loads.

Figure 5-2: Applied Load

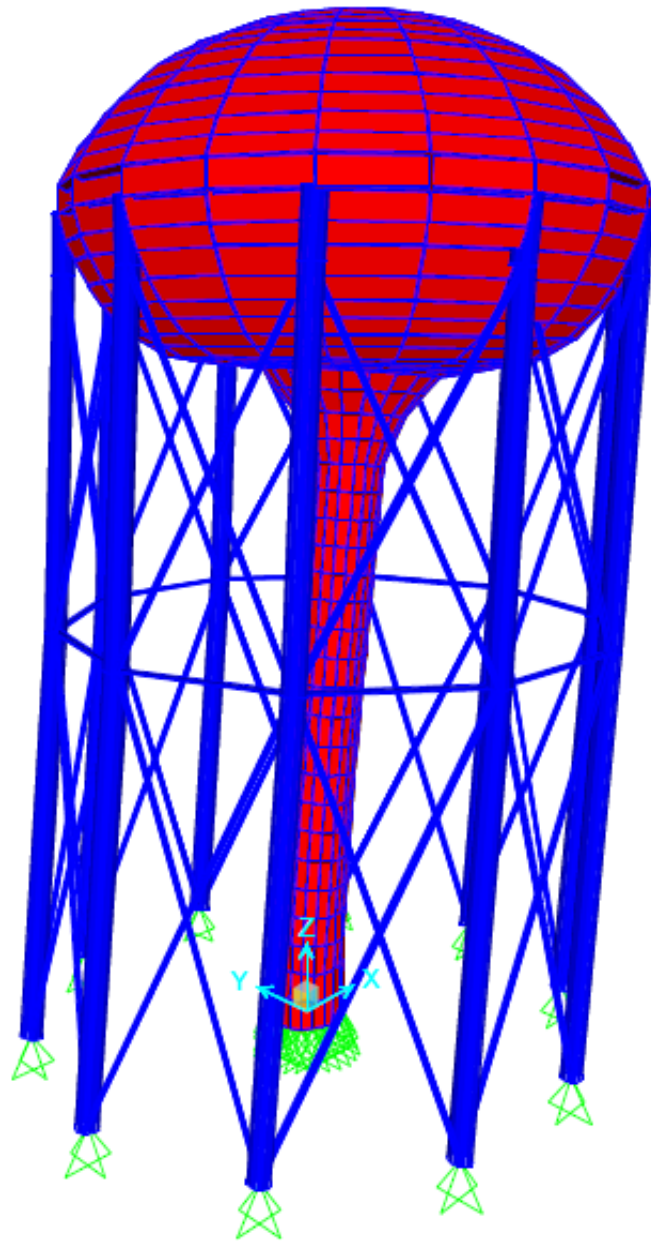


Figure 5-3: Tower Deflected Shape (Wind)

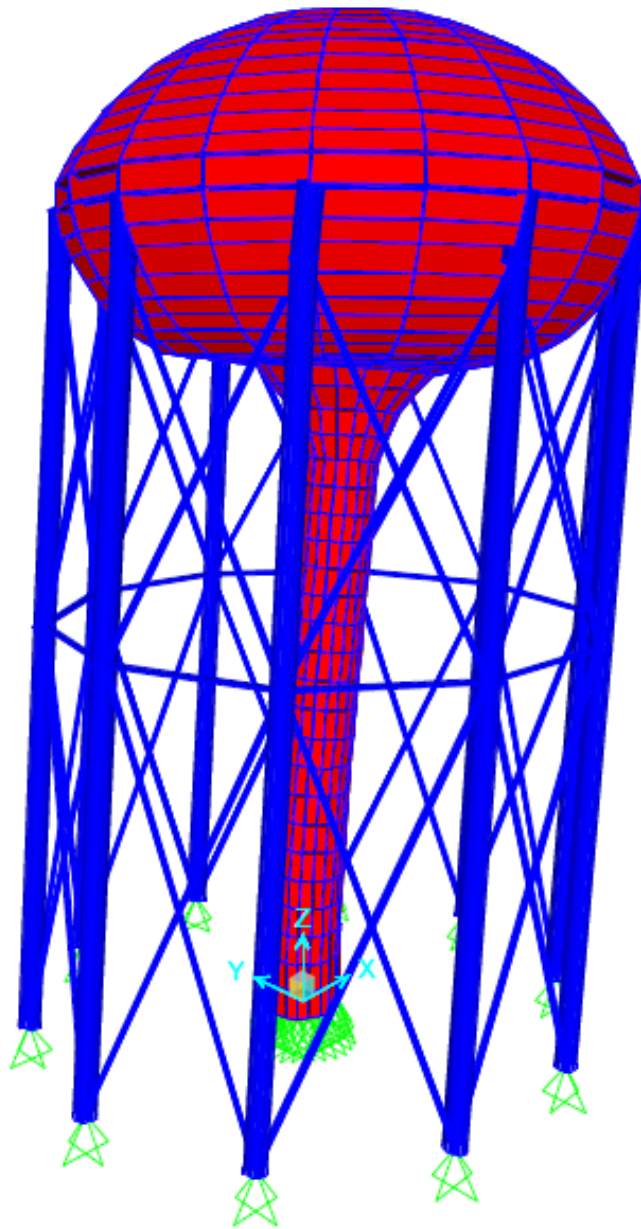


Figure 5-3: Tower Deflected Shape (Earthquake)

5.4 Analysis Results

The evaluation indicates that one element of the tower structure would fail to perform during a major earthquake or wind. The steel tube column is overstressed by as much as 117.1% because the column lacks lateral support in the radian direction. The anchor bolt connections between the tower structure column and concrete footing are inadequate to transfer the seismic or wind-induced uplift forces. The anchor bolts are overstressed by combined tension and shear. These connections are critical to the overall performance of the water tower during a significant seismic event.

5.5 Retrofit and Repair Options

Based on the seismic/wind analysis results, it is possible to mitigate the existing deficiencies. Mitigation methods are in the following sections. Repairs of the corrosion damage of the water tower supporting structure are in Section 5.5.2. The seismic/wind retrofit and corrosion repair measures are in the 30% Design Drawings as Alternative J.

5.5.1 Column Lateral Bracing Retrofit

To strengthen the column lateral bracing in the radian horizontal direction, we propose a bracing system for the steel tube columns as part of Appendix L.

5.5.2 Anchor Bolt Retrofit

We propose adding four new one-inch diameter epoxy bolts to strengthen the critical anchor bolt connections. The retrofit calculation for the anchor bolt connection is in Appendix L. The calculated DCR for the retrofit scheme is 0.733.

5.5.3 Corrosion Repair

To maintain the overall structural integrity and prolong the service life of the water tower structure, we proposed a repair of the corrosion damage to the water tower supporting structure. The water tank interior lining needs replacement soon to prevent further corrosion of the interior of the tank.

We evaluated two alternatives to repair the corrosion damage to the water tower supporting structure:

A. Localized repair/recoat

B. Localized repair/overall recoat

We recommend Alternative B, Localized Repair, and Overall Recoat of the water tower supporting structure and the tank's exterior.

6.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluations, retaining the Tower is the most viable concept. Strengthening the water tower supporting structure, replacing the tank interior coating, and recoating the entire exterior will allow the iconic water tower structure to remain in place and maintain the overall structural integrity. The estimated probable initial capital cost is \$1,500,000.

7.0 APPENDICES

Appendix A – As-Built Drawings

Appendix B - Seismic and Wind Evaluation

Appendix C – Geotechnical Investigation Report

Appendix D – Water Tower Inspection Report

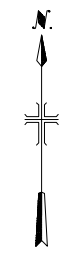
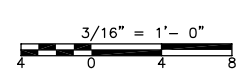
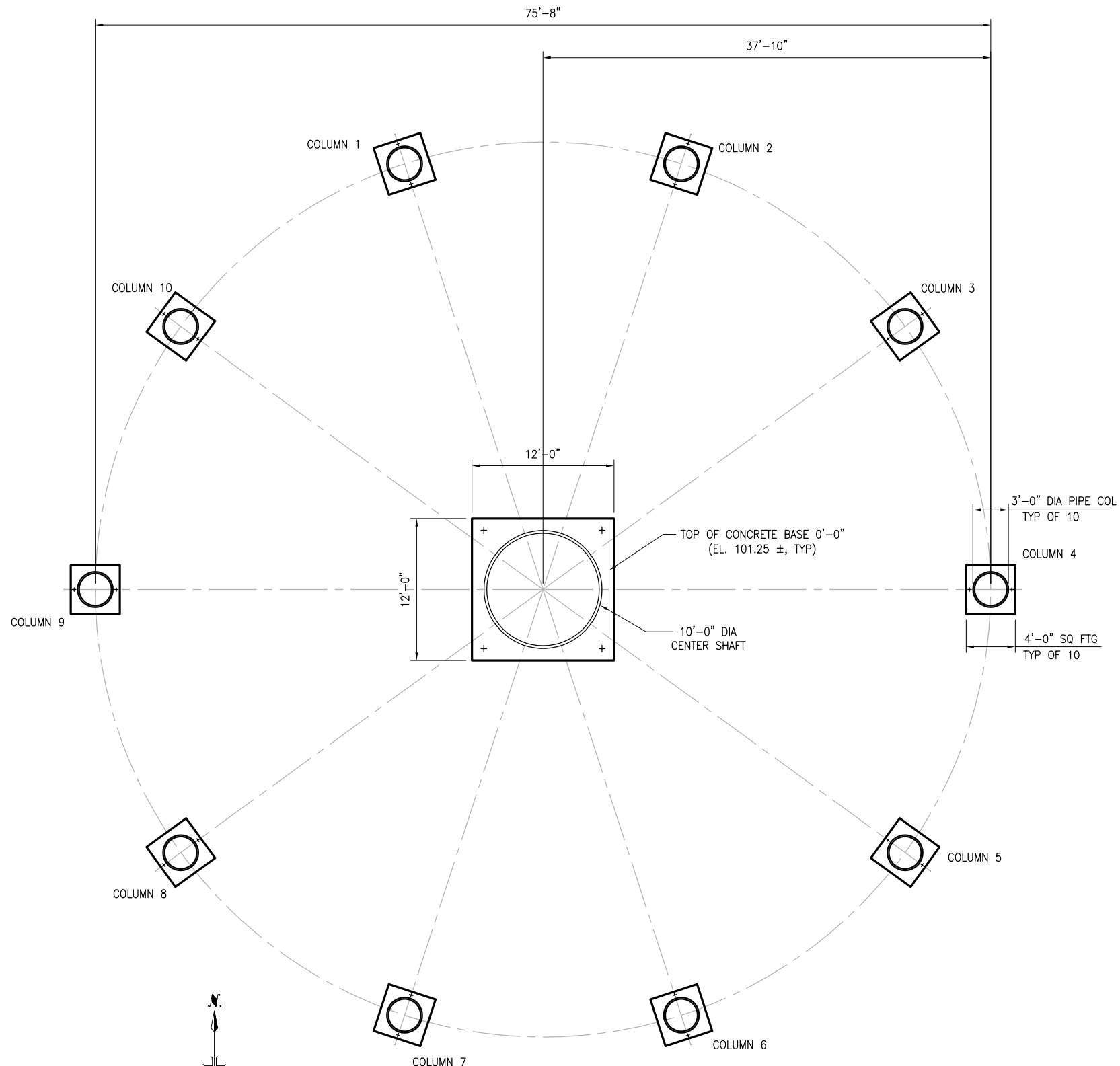
Appendix E – Survey of As-Built Water Tower

Appendix F – Retrofit Calculations

Appendix G – Engineer's Cost Estimate

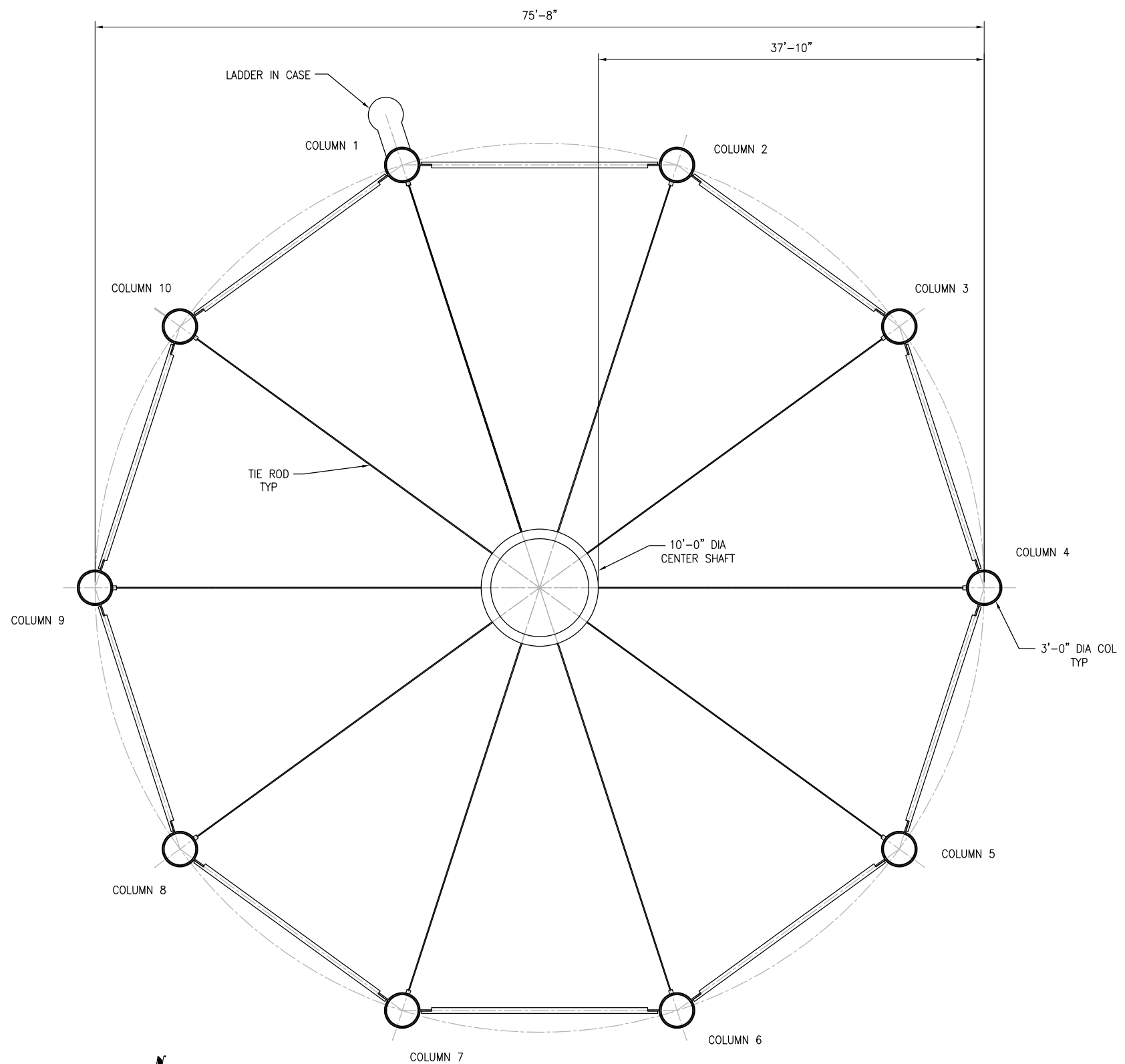
APPENDIX A

As-Built Drawings



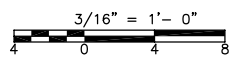
EXISTING FOUNDATION PLAN
3/16" = 1'-0"

<p>CONSULTANT</p>	<p>CITY OF MADERA</p>
<p>Beyaz & Patel 10920 Via Frontera, Ste 210 San Diego, California 92127 (858) 451-0374</p>	<p>LOY E. COOK WATER TOWER FOUNDATION PLAN</p>

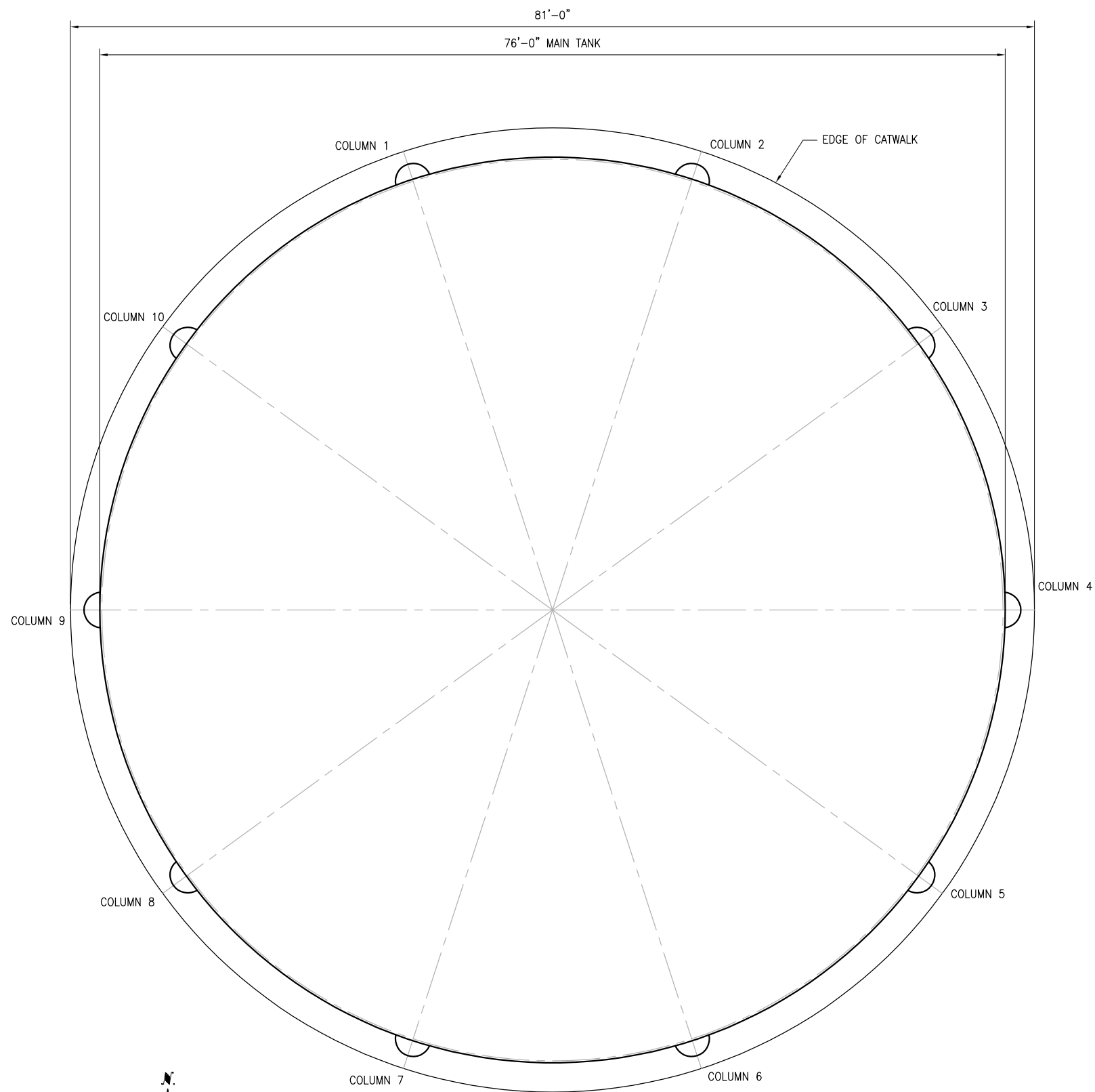


EXISTING MIDDLE TOWER PLAN

3/16" = 1'-0"



<p>CONSULTANT</p>	<p>CITY OF MADERA LOY E. COOK WATER TOWER MIDDLE TOWER PLAN</p>
<p>Beyaz & Patel 10920 Via Frontera, Ste 210 San Diego, California 92127 (858) 451-0374</p>	



EXISTING ROOF PLAN

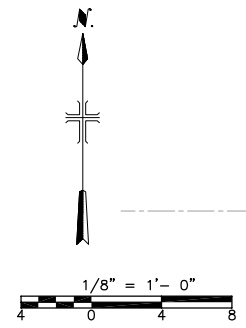
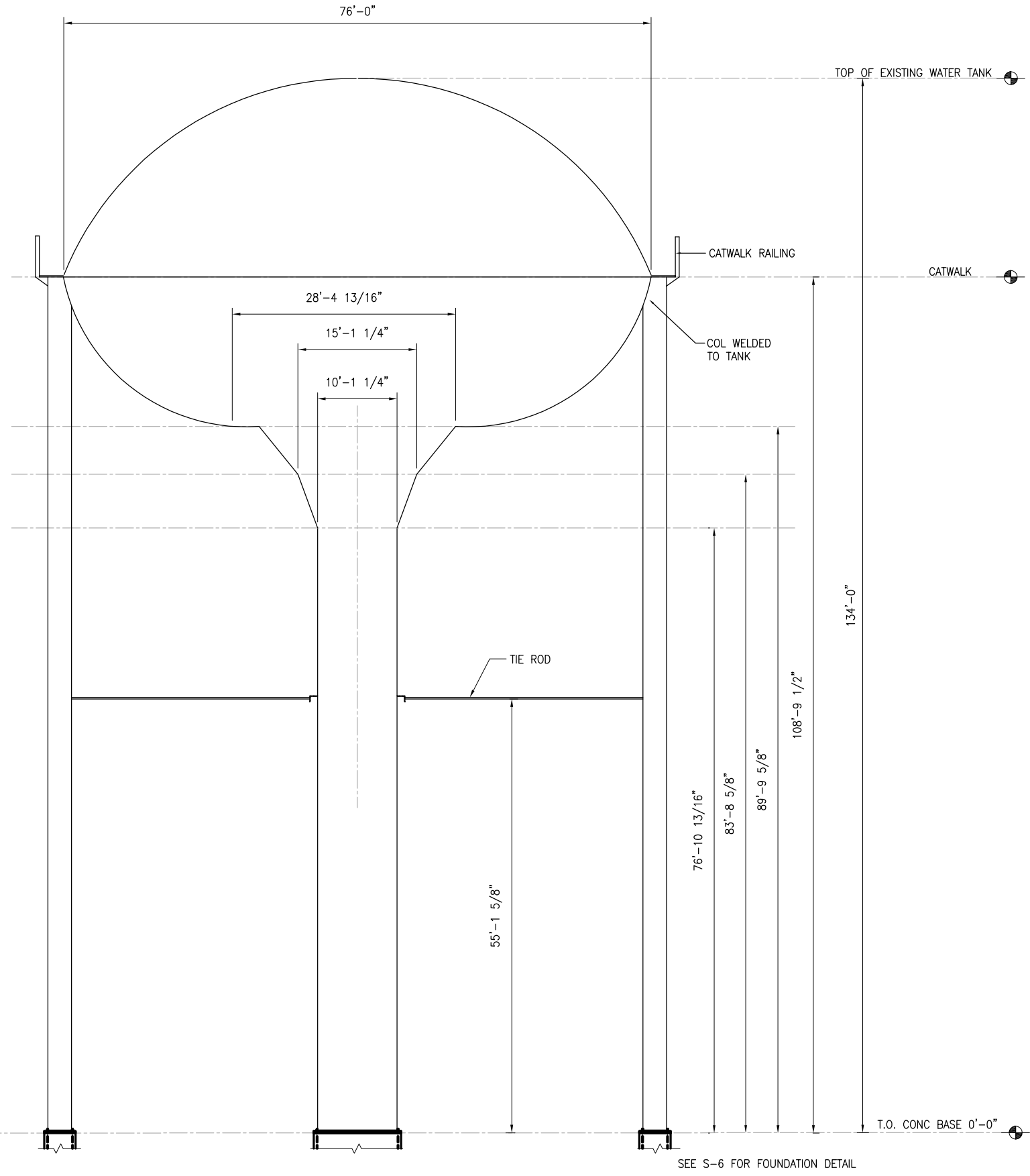
3/16" = 1'-0"

3/16" = 1'-0"



S-3

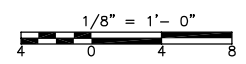
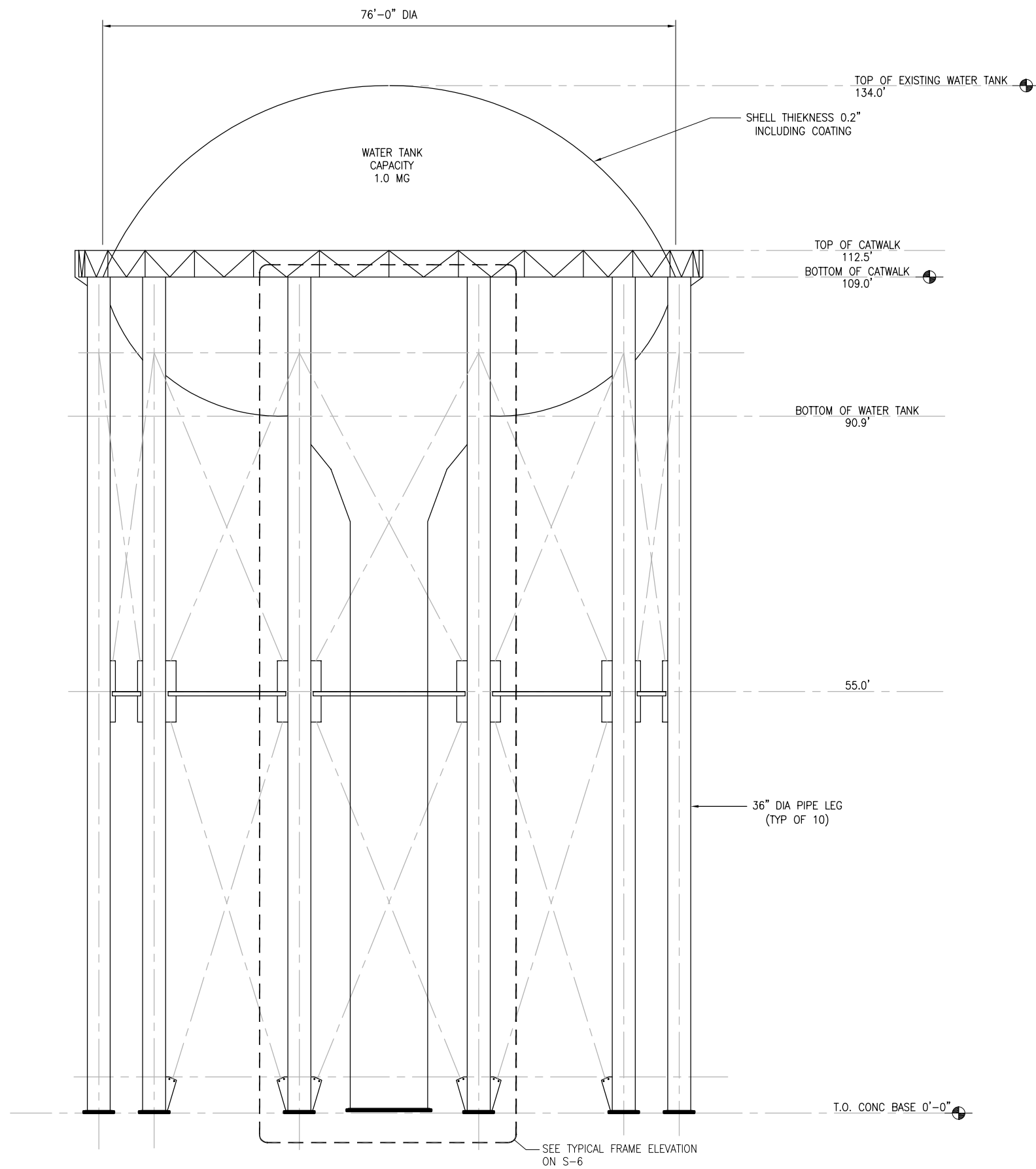
<p>CONSULTANT</p>	<p>CITY OF MADERA</p>
<p>Beyaz & Patel 10920 Via Frontera, Ste 210 San Diego, California 92127 (858) 451-0374</p>	<p>LOY E. COOK WATER TOWER</p> <p>ROOF PLAN</p>



EXISTING ELEVATION
1/8" = 1'-0"

S-4

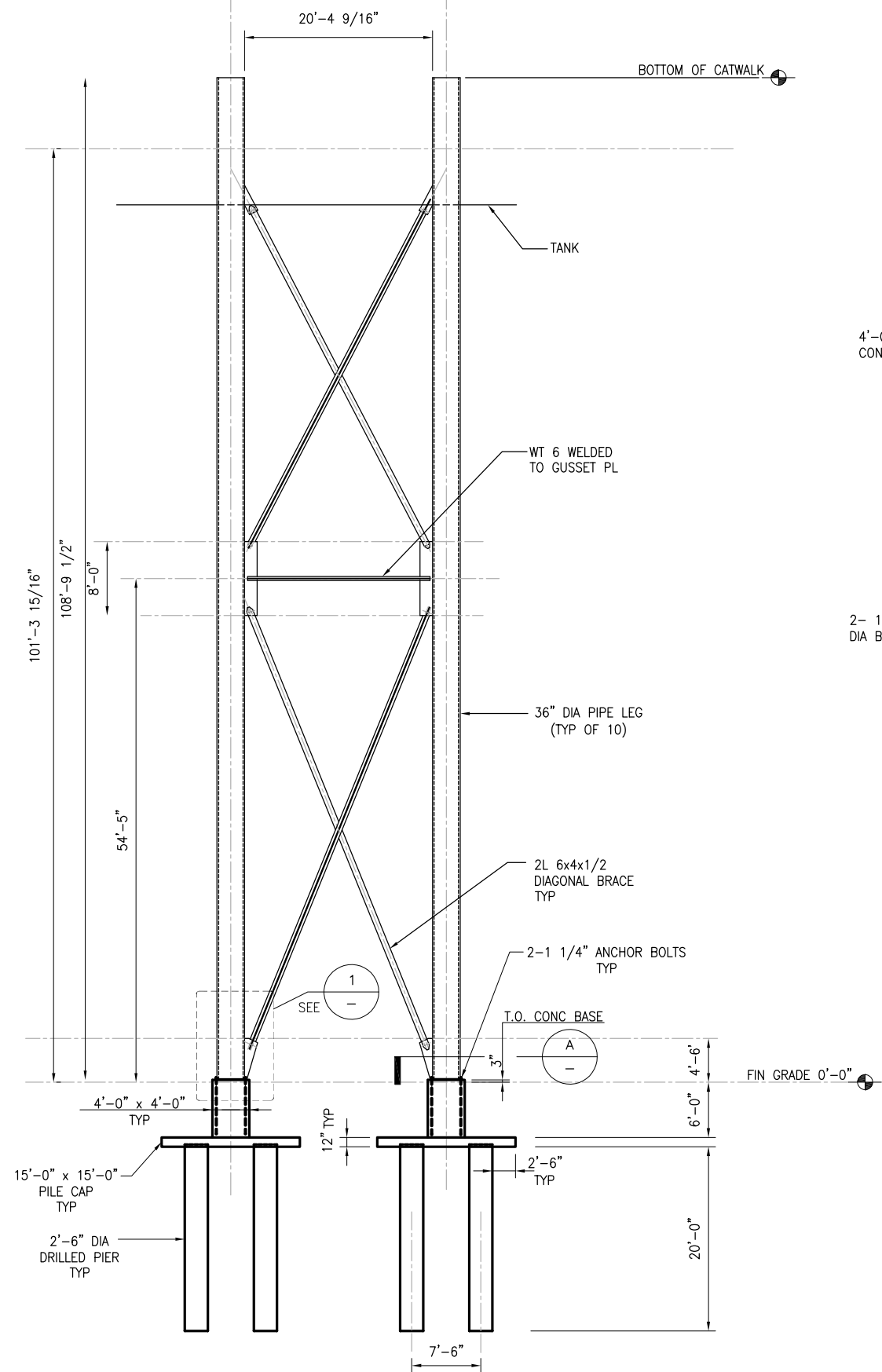
CONSULTANT Beyaz & Patel <small>10920 Via Frontera, Ste 210 San Diego, California 92127 (858) 451-0374</small>	CITY OF MADERA LOY E. COOK WATER TOWER ELEVATION



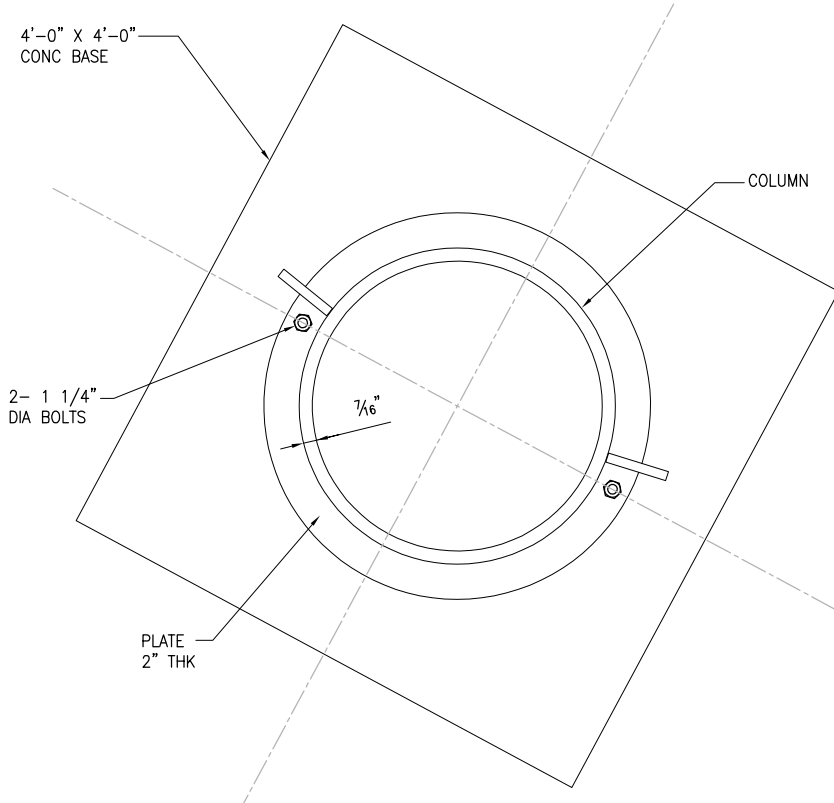
EXISTING ELEVATION
1/8" = 1'-0"

S-5

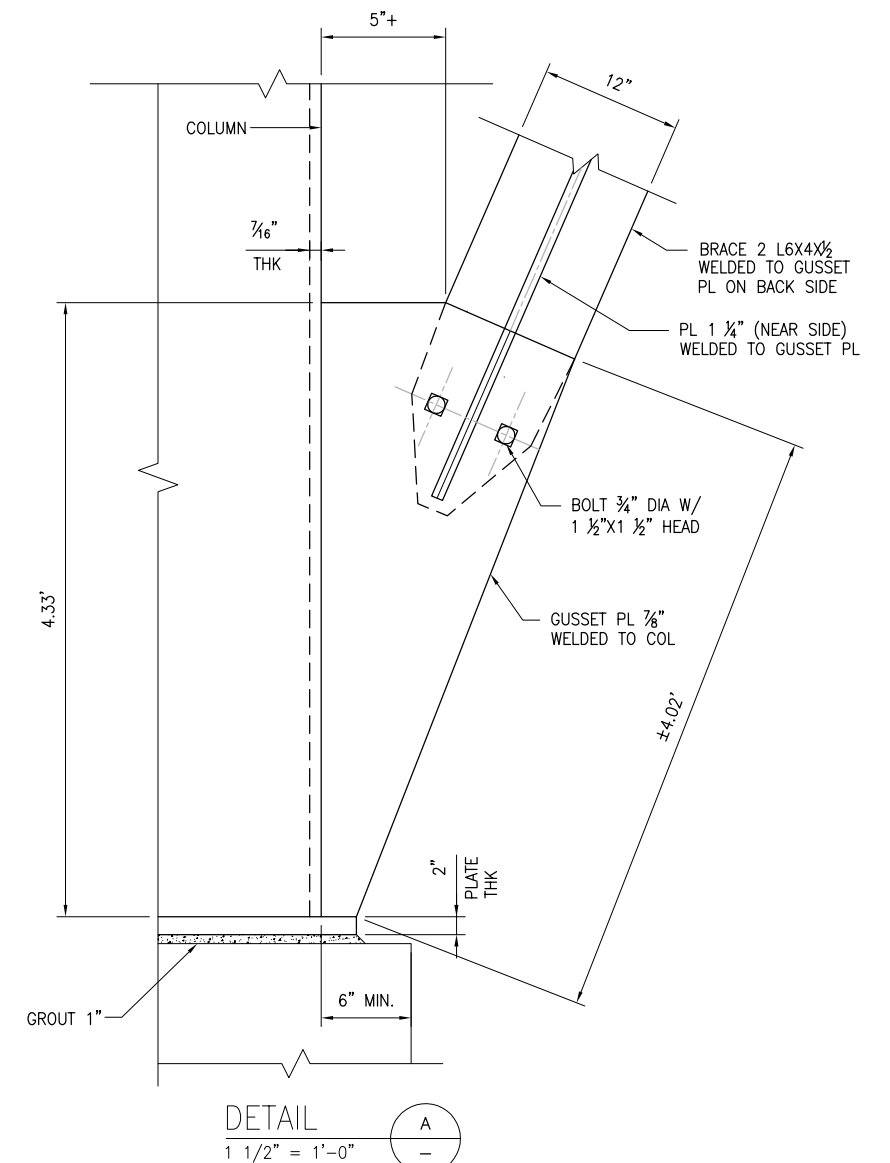
<p>CONSULTANT</p>	<p>CITY OF MADERA</p>
<p>Beyaz & Patel 10920 Via Frontera, Ste 210 San Diego, California 92127 (858) 451-0374</p>	<p>LOY E. COOK WATER TOWER ELEVATION</p>



EXISTING TYPICAL FRAME ELEVATION
1/8" = 1'-0"



SECTION A
N.T.S.



DETAIL A
1 1/2" = 1'-0"



APPENDIX B

Seismic and Wind Evaluation

BEYAZ & PATEL, INC.

STRUCTURAL CALCULATIONS

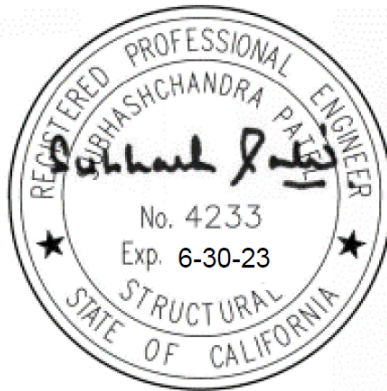
FOR

LOY E COOK WATER TOWER SEISMIC AND WIND EVALUATIONS

AUGUST 25, 2022

Prepared For

CITY OF MADERA



Prepared By
BEYAZ & PATEL, INC.
10920 Via Frontera, Suite 210
San Diego, CA 92127

B&P Project No. S22001.00

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1. LOADING CRITERIA	1/7A
2. SAP 3D ANALYSIS MODEL	1/6B
3. ANALYSIS RESULTS	1/17C

STRUCTURAL CALCULATIONS

LOADING CRITERIA

Beyaz & Patel, Inc.

Project Name: **LOY E COOK WATER TOWER-CITY OF MADERA**
 Project Number: **W22001.00**
 Subject: **Water Tank Tower**

Design: H.W.
 Check: S.P.
 Sheet NO: SD-1
 Date: 4/24/2022

Dead Loads:

Water Weight	1 M Gallon	8,300,000 Lb
Tank Weight =	3/16" Thick Steel Shell	485,000 Lb
		8785 kips

Live Loads:

Roof Live Load =	20 psf
Cat Walk Live Load =	40 psf

Seismic Loads:

Seismic Site Coefficients: (Per Geotechnical Report KA No. 012-22051)

Site Class: **D**

$S_s = 0.591$	$S_{MS} = 0.785$	$S_{DS} = 0.523$	$F_a = 1.327$
$S_1 = 0.233$	$S_{M1} = 0.496$	$S_{D1} = 0.331$	$F_v = 2.130$

$T_s = S_{D1}/S_{DS} = 0.633 \text{ sec}$

Building Type: **Nonbuilding**

Seismic Parameters per ASCE 7-16, Table 15.4-1 or 15.4-2:

Seismic force Resisting System: **Elevated Tank on Symmetrically Braced Legs**

$R = 3$ $\Omega_o = 2$ $C_d = 2.5$

Risk Category: **IV** \implies Seismic Importance Factor, $I_e = 1.50$

Seismic Coefficients (Per AWWA D100-21, Sec. 13.2.8.1)

$S_{ai} = S_{DS} =$	0.523	$0 < T_i < T_s$	(13-5)
$S_{ai} = S_{D1} / T_i =$	0.151	$T_s < T_i < T_L$	(13-6)
$S_{ai} = T_L S_{D1} / T_i^2 =$	0.828	$T_i > T_L$	(13-7)

$A_i = \lambda_E S_{ai} / (R/I_e) = 0.053 \text{ g} > 0.36 S_1 I_e / R_i = 0.042 \text{ g} \text{ (13-12)}$

$\lambda_E = 0.7$ (Strength level to service-level factor)

$T_L = 12 \text{ sec.}$ (Figs. 22-12 to 22-16)

$T_i = 2.190 \text{ sec.}$ (Per SAP 2000 Modal Analysis.)

(13-16)

Design Seismic Base Shear:	$V = A_i W = 0.053 W = 465 \text{ kips}$	(Service Level)
	$W = 8785 \text{ kips}$	
	$V = 0.076 W = 664 \text{ kips}$	(Strength Level)

Beyaz & Patel, Inc.

Design: H.W.

Project Name: **LOY E COOK WATER TOWER-CITY OF MADERA**

Check: S.P.

Project Number: **W19001.00**

Sheet NO: SD-2

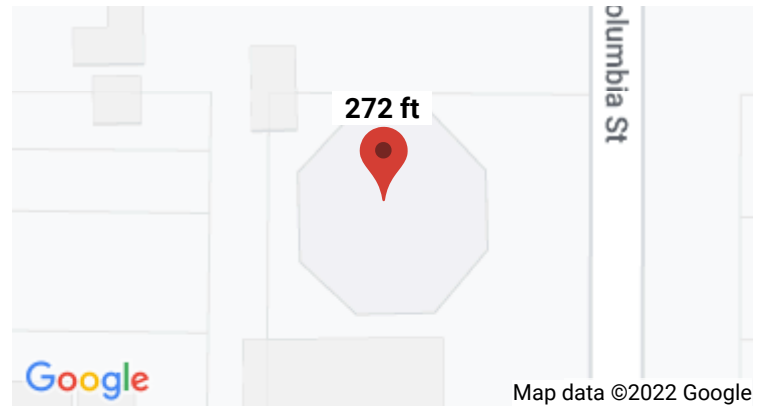
Subject: **Water Tank Tower**

Date: 4/24/2022

29.4 Design Wind Loads: Other StructuresWind Load Subject: **Main Wind-Force Resisting System (MWFRS)**Wind Exposure Type: **C** (26.7.1 To 26.7.3)Velocity Pressure $q_z = 0.00256K_zK_{zt}K_dV^2 =$ **36.69** psf (26.10-1)Wind Directionality Factor $K_d =$ **1.0** (Table 26.6-1)Velocity Pressure Exposure Coefficient $K_z =$ **1.300** (Table 26.10-1)Topographic Factor $K_{zt} =$ **1.00** (Sec. 26.8.2)Basic Wind Speed $V =$ **105** MPH (Fig. 26.5-1B)Design Wind Force $F = q_zGC_fA_f =$ **31.19** A_f lb (29.4-1)Gust-Effect Factor $G =$ **0.85** (Sec. 26.9.1)Force Coefficient $C_f =$ **1.00** (Fig. 29.5-1)(Per Figure 25.5-1, $h/D = 142.5'/54' = 2.639$, Maximum Value of $C_f = 1.00$)Mean Roof Height, $H =$ **116** ftWind Area Pressure on Tank = **31.19** psfColumn Width = **3.00** ftStrut Height = **0.50** ftRiser Diameter = **10.10** ftWind Line Force on Built-Up Column = **93.56** plfWind Line Force on Strut = **20.79** plfWind Line Force on Pipe = **315.0** plfTank Height = **34.26** ft **0.775 x (134-89.8)** ftTank Diameter = **76** ftColumn Height = **109** ftNumber of Column = **10**Total Strut Length = **239** ftRiser Height = **77** ftRiser & Tank Connection Height = **89.8** ftRiser & Tank Connection Diameter = **25** ftTranzation Average Diameter = **12.79** ftTranzation Length = **17.55** ftTotal Wind Load = **219.4** kips

Search Information

Coordinates:	36.970069, -120.065819
Elevation:	272 ft
Timestamp:	2022-04-22T15:38:47.389Z
Hazard Type:	Seismic
Reference Document:	ASCE7-16
Risk Category:	III
Site Class:	D-default



Basic Parameters

Name	Value	Description
S_S	0.591	MCE_R ground motion (period=0.2s)
S_1	0.233	MCE_R ground motion (period=1.0s)
S_{MS}	0.785	Site-modified spectral acceleration value
S_{M1}	* null	Site-modified spectral acceleration value
S_{DS}	0.523	Numeric seismic design value at 0.2s SA
S_{D1}	* null	Numeric seismic design value at 1.0s SA

* See Section 11.4.8

▼Additional Information

Name	Value	Description
SDC	* null	Seismic design category
F_a	1.327	Site amplification factor at 0.2s
F_v	* null	Site amplification factor at 1.0s
CR_S	0.931	Coefficient of risk (0.2s)
CR_1	0.946	Coefficient of risk (1.0s)
PGA	0.255	MCE_G peak ground acceleration
F_{PGA}	1.345	Site amplification factor at PGA
PGA_M	0.343	Site modified peak ground acceleration
T_L	12	Long-period transition period (s)

SsRT	0.591	Probabilistic risk-targeted ground motion (0.2s)
SsUH	0.635	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
SsD	1.5	Factored deterministic acceleration value (0.2s)
S1RT	0.233	Probabilistic risk-targeted ground motion (1.0s)
S1UH	0.246	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S1D	0.6	Factored deterministic acceleration value (1.0s)
PGAd	0.5	Factored deterministic acceleration value (PGA)

* See Section 11.4.8

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

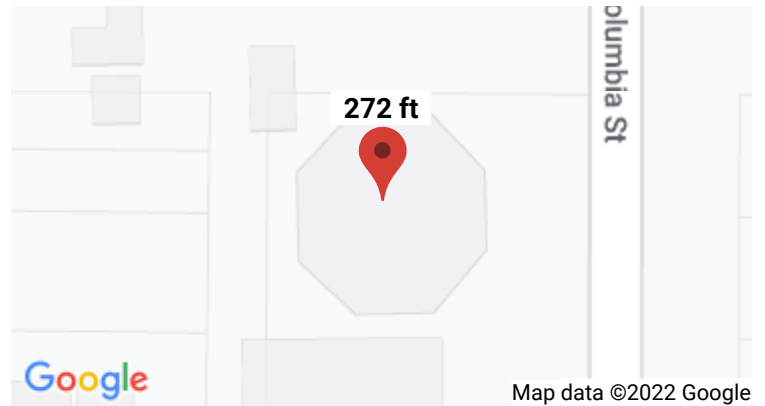
Disclaimer

Hazard loads are provided by the U.S. Geological Survey [Seismic Design Web Services](#).

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Search Information

Coordinates: 36.970069, -120.065819
Elevation: 272 ft
Timestamp: 2022-04-22T15:40:24.853Z
Hazard Type: Wind



ASCE 7-16

MRI 10-Year 65 mph
 MRI 25-Year 71 mph
 MRI 50-Year 76 mph
 MRI 100-Year 81 mph
 Risk Category I 88 mph
 Risk Category II 94 mph
 Risk Category III 100 mph
 Risk Category IV 105 mph

ASCE 7-10

MRI 10-Year 72 mph
 MRI 25-Year 79 mph
 MRI 50-Year 85 mph
 MRI 100-Year 91 mph
 Risk Category I 100 mph
 Risk Category II 110 mph
 Risk Category III-IV 115 mph

ASCE 7-05

ASCE 7-05 Wind Speed 85 mph

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Disclaimer

Hazard loads are interpolated from data provided in ASCE 7 and rounded up to the nearest whole integer. Per ASCE 7, islands and coastal areas outside the last contour should use the last wind speed contour of the coastal area – in some cases, this website will extrapolate past the last wind speed contour and therefore, provide a wind speed that is slightly higher. NOTE: For queries near wind-borne debris region boundaries, the resulting determination is sensitive to rounding which may affect whether or not it is considered to be within a wind-borne debris region.

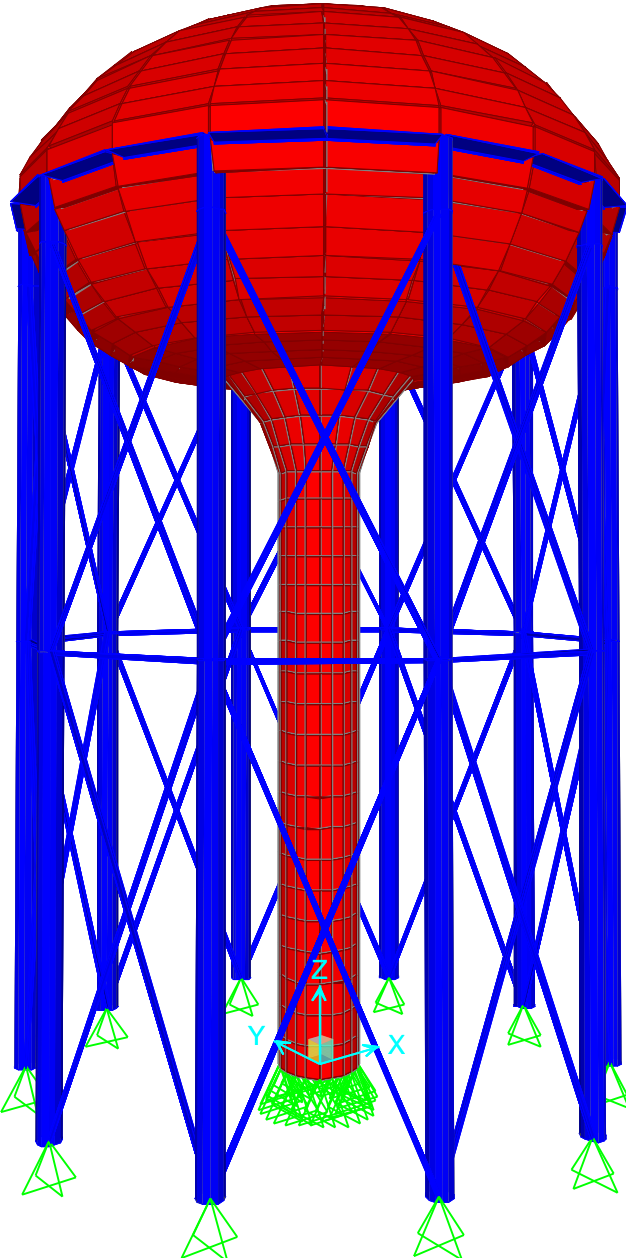
Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

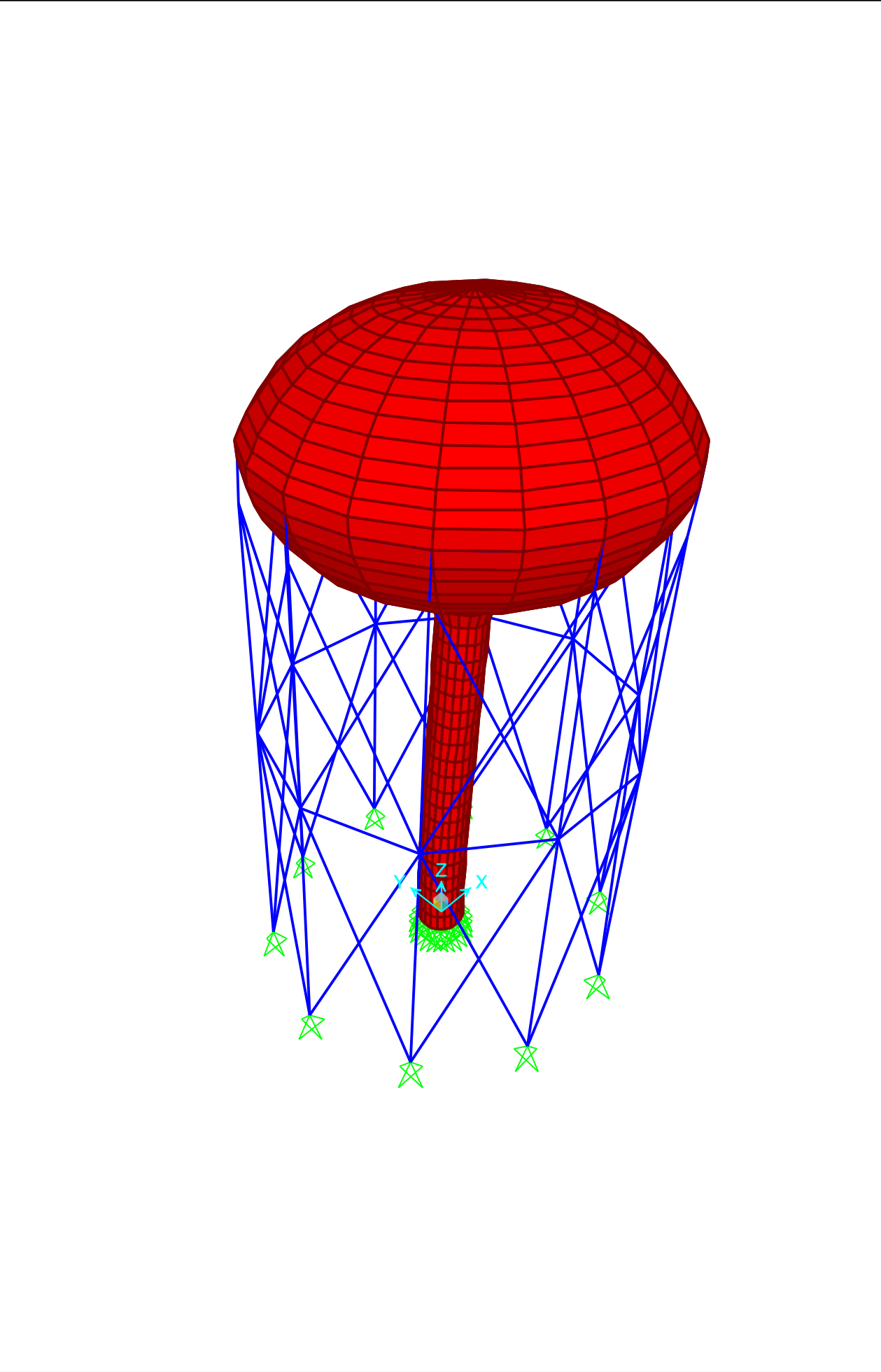
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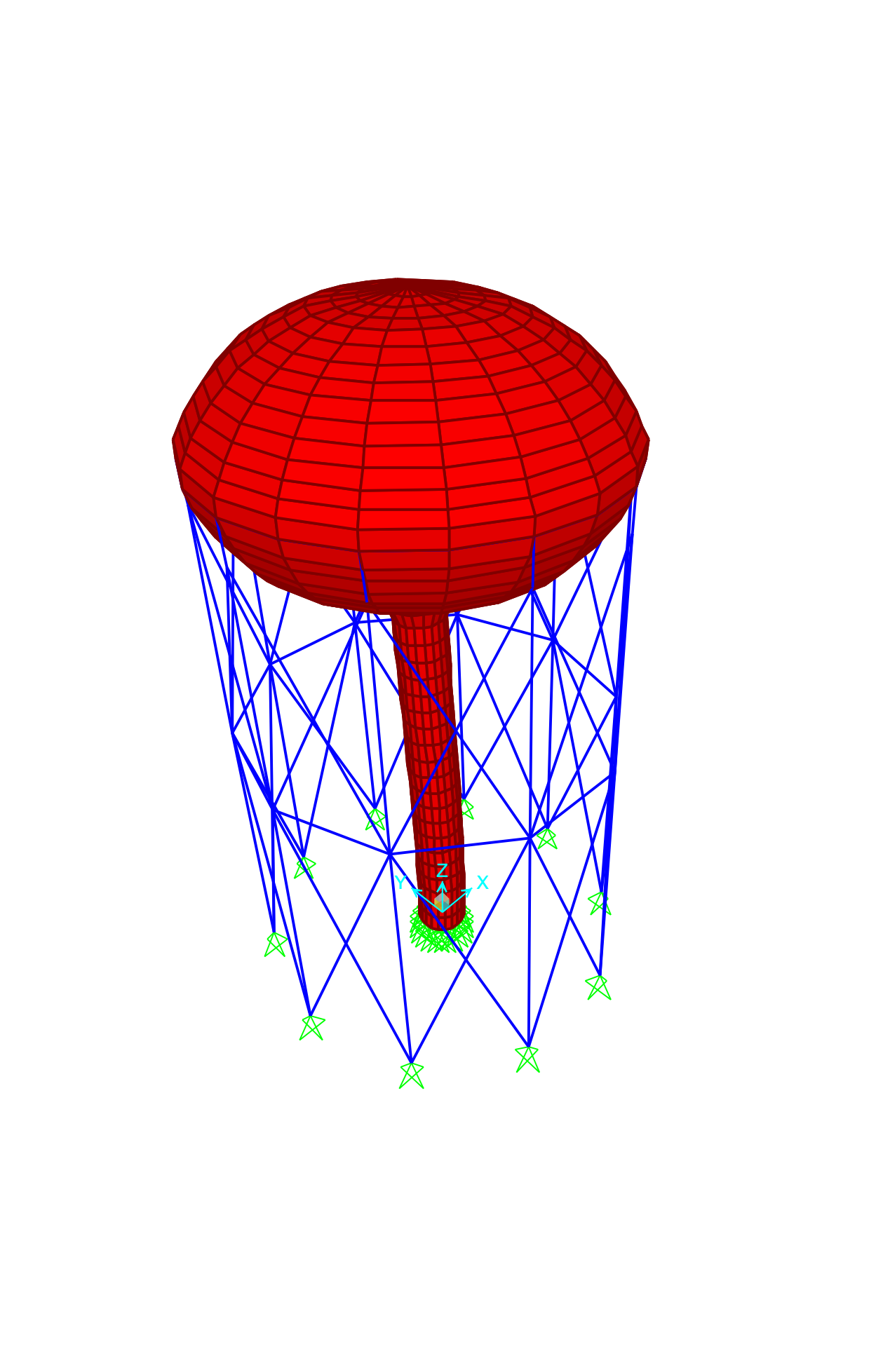
building site described by latitude/longitude location in the report.

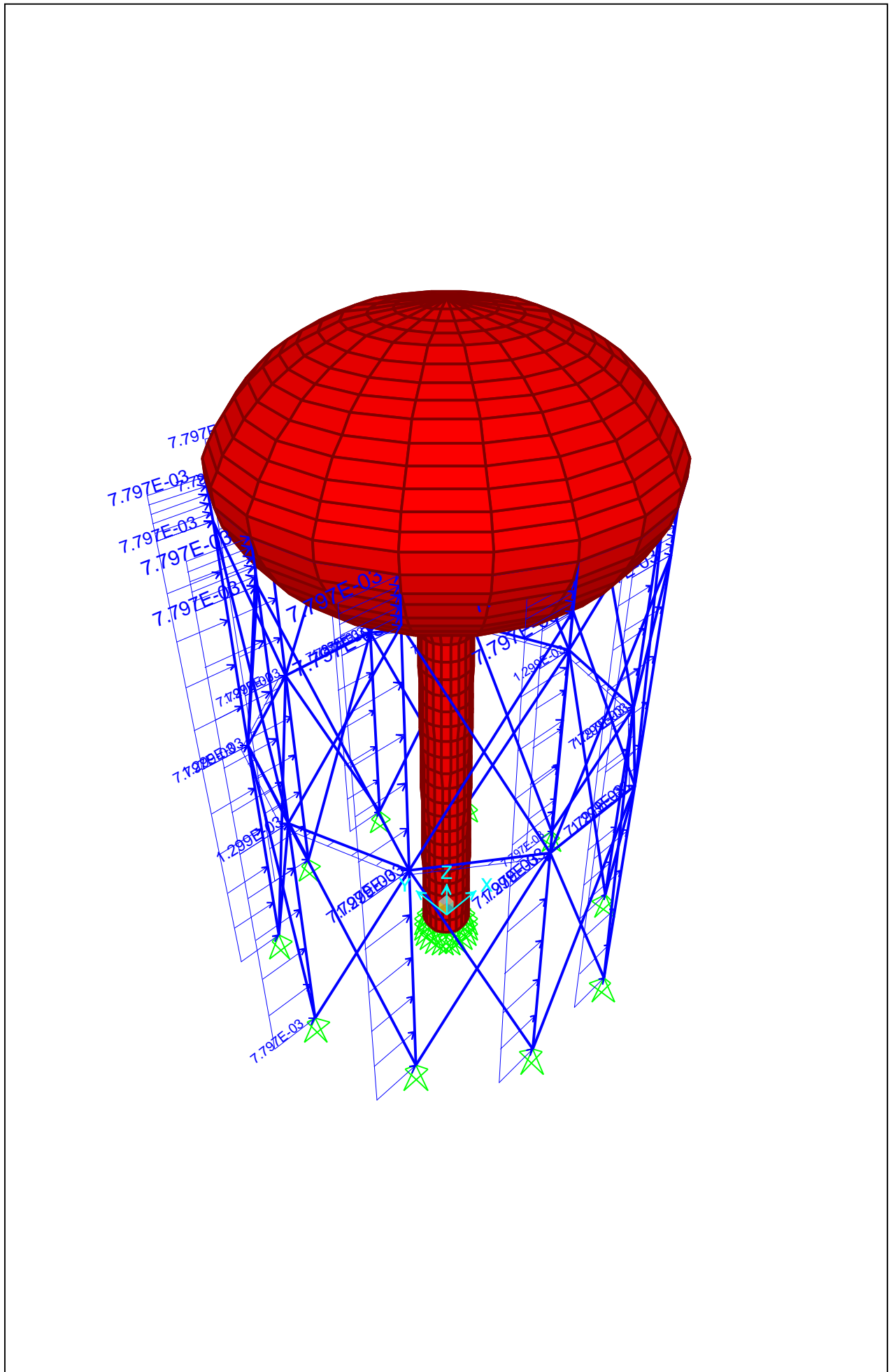
STRUCTURAL CALCULATIONS

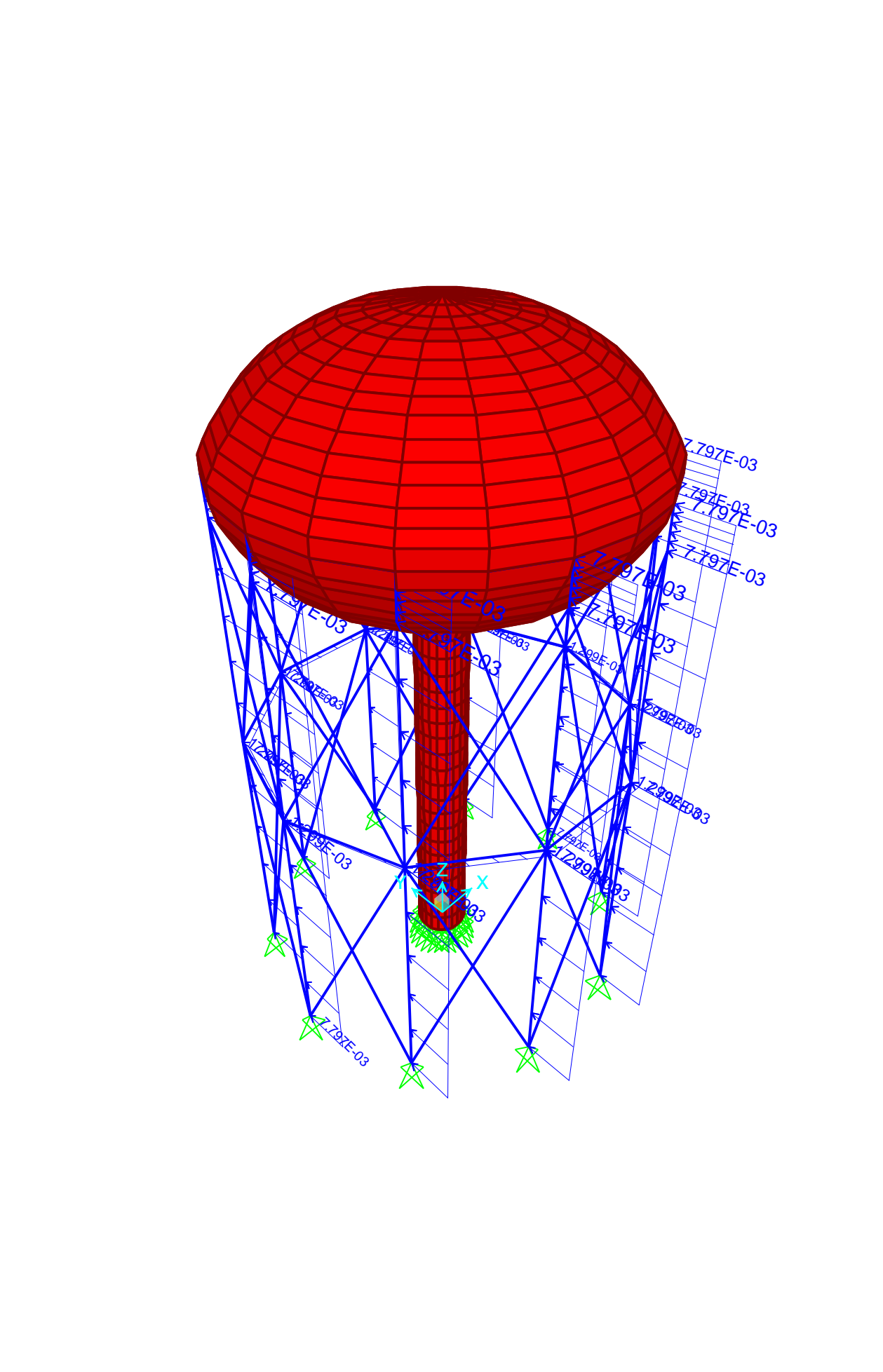
SAP 3D ANALYSIS MODEL











STRUCTURAL CALCULATIONS

ANAYSIS RESULTS

Cook Water Tower (Existing Condition from 0° Model)

Component Force Demands

Seismic Parameters:

Seismic Site Coefficients:

Site Class: D

$$S_5 = 0.591 \quad S_{MS} = 0.785 \quad S_{DS} = 0.523$$

$$S_1 = 0.233 \quad S_{M1} = 0.497 \quad S_{D1} = 0.331$$

Seismic force resisting System: Elevated Tank on Symmetrically Braced Legs

$$R = 3 \quad \Omega_o = 2 \quad C_d = 2.5$$

$$\text{Risk Category: IV} \quad \text{====>} \quad \text{Seismic Importance Factor, } I_e = 1.50$$

Upper Rods

Critical Demand Force (Tension "+")

		108	
D (Dead)	P =	-76.34 kips	
L (Live Load)	P =		
Lr (Roof Live Load)	P =	-1.431 kips	
E (Seismic Load)	P =	154.6 kips	(#79)
W (Wind Load)	P =	26.34 kips	(#79)

Load Combinations (LRFD)

1.4D	$P_u =$	-106.88 kips
1.2D + 1.6L + 0.5Lr	$P_u =$	-92.32 kips
1.2D + L + 1.6Lr + 0.5W	$P_u =$	-80.73 kips
1.2D + L + 0.5Lr + W	$P_u =$	-65.99 kips
(1.2 + 0.2S _{DS})D + L + E	$P_u =$	54.98 kips
(0.9 - 0.2S _{DS})D + E	$P_u =$	93.86 kips

Upper Rod Connection

Load Combinations (LRFD)

1.2D + L + 1.6Lr + 0.5W	$T_u =$	-80.73 kips
1.2D + L + 0.5Lr + W	$T_u =$	-65.99 kips

$(1.2 + 0.2S_{DS})D + L + E$	$T_u =$	54.98 kips	
$(0.9 - 0.2S_{DS})D + E$	$T_u =$	93.86 kips	
$(1.2 + 0.2S_{DS})D + L + E*\Omega_o$	$T_u =$	209.56 kips	(with Ω_o)
$(0.9 - 0.2S_{DS})D + E*\Omega_o$	$T_u =$	248.44 kips	(with Ω_o)

Lower Rods:

Critical Demand Force (Tension "+")

D (Dead)	P =	-85.99 kips	(#72)
L (Live Load)	P =		
Lr (Roof Live Load)	P =	-1.622 kips	
E (Seismic Load)	P =	149.24 kips	(#72)
W (Wind Load)	P =	40.68 kips	(#72)

Load Combinations (LRFD)

1.4D	$P_u =$	-120.39 kips
1.2D + 1.6L + 0.5Lr	$P_u =$	-104.00 kips
1.2D + L + 1.6Lr + 0.5W	$P_u =$	-85.45 kips
1.2D + L + 0.5Lr + W	$P_u =$	-63.33 kips
$(1.2 + 0.2S_{DS})D + L + E$	$P_u =$	37.05 kips
$(0.9 - 0.2S_{DS})D + E$	$P_u =$	80.84 kips

Lower Rod Connection

Load Combinations (LRFD)

1.2D + L + 1.6Lr + 0.5W	$T_u =$	-85.45 kips	
1.2D + L + 0.5Lr + W	$T_u =$	-63.33 kips	
$(1.2 + 0.2S_{DS})D + L + E$	$T_u =$	37.05 kips	
$(0.9 - 0.2S_{DS})D + E$	$T_u =$	80.84 kips	
$(1.2 + 0.2S_{DS})D + L + E*\Omega_o$	$T_u =$	186.28 kips	(with Ω_o)
$(0.9 - 0.2S_{DS})D + E*\Omega_o$	$T_u =$	230.08 kips	(with Ω_o)

Riser

Critical Demand Force (Tension "+", Compression "-")

D (Dead)	P = -696.149 kips	V = -4.356 kips	M = 2512.142 k-in
L (Live Load)	P = kips	V = kips	M = k-in
Lr (Roof Live Load)	P = -0.324 kips		
E (Seismic Load)	P = 6.02 kips	V = 75.89 kips	M = 80717.2 k-in
	P = -6.02 kips		
W (Wind Load)	P = -0.18 kips	V = -34.205 kips	M = 21206.137 k-in
	P = 0.181 kips		

Load Combinations (LRFD)

1.4D	$P_u = -974.61$ kips		
1.2D + 1.6L + 0.5Lr	$P_u = -835.54$ kips		
1.2D + L + 1.6Lr + 0.5W	$P_u = -835.99$ kips	$P_u = -835.81$ kips	$M_u = 13617.64$ k-in
1.2D + L + 0.5Lr + W	$P_u = -835.72$ kips	$P_u = -835.36$ kips	$M_u = 24220.71$ k-in
$(1.2 + 0.2S_{DS})D + L + E$	$P_u = -902.20$ kips	$P_u = -914.24$ kips	$M_u = 83994.64$ k-in
$(0.9 - 0.2S_{DS})D + E$	$P_u = -547.67$ kips	$P_u = 95.88$ kips	$M_u = 82715.26$ k-in

Column

Critical Demand Force (Tension "+", Compression "-")

D (Dead)	P = -639.98 kips		
L (Live Load)	P = kips		
Lr (Roof Live Load)	P = -11.994 kips		
E (Seismic Load)	P = -222.09 kips	P = 222.09 kips	
W (Wind Load)	P = -44.78 kips	P = 44.782 kips	

Load Combinations (LRFD)

1.4D	$P_u = -895.97$ kips		
1.2D + 1.6L + 0.5Lr	$P_u = -773.97$ kips		
1.2D + L + 1.6Lr + 0.5W	$P_u = -809.56$ kips	$P_u = -764.78$ kips	
1.2D + L + 0.5Lr + W	$P_u = -818.76$ kips	$P_u = -729.19$ kips	
$(1.2 + 0.2S_{DS})D + L + E$	$P_u = -1057.03$ kips	$P_u = -612.85$ kips	

2

$$(0.9 - 0.2S_{DS})D + E$$

$$P_u = -731.11 \text{ kips}$$

$$P_u = -353.89 \text{ kips}$$

Column Base

Node #1022 (0°)

Critical Column Base Reactions (Tension "-", Compression "+")

D (Dead)	P = 806.25 kips	$V_x = -21.11$ kips	$V_y = 0$ kips
L (Live Load)	P = kips	$V_x =$ kips	$V_y = 0$ kips
Lr (Roof Live Load)	P = 14.978 kips	$V_x = -0.39$ kips	$V_y = 0$ kips
E (Seismic Load)	P = -357.71 kips	$V_x = -17.61$ kips	$V_y = 0$ kips
W (Wind Load)	P = -77.65 kips	$V_x = -6.45$ kips	$V_y = 0$ kips

Load Combinations (ASD) - Check Maximum Uplifting Force @ Base of Column

D+0.6W	P = 759.66 kips	$V_x = -24.98$ kips	$V_y = 0.00$ kips
D+0.7E	P = 555.85 kips	$V_x = -33.44$ kips	$V_y = 0.00$ kips
0.6D+0.6W	P = 437.16 kips	$V_x = -16.53$ kips	$V_y = 0.00$ kips
0.6D+0.7E	P = 233.35 kips	$V_x = -25.00$ kips	$V_y = 0.00$ kips

Load Combinations (LRFD)

1.2D + L + 1.6Lr + 0.5W	$P_u = 952.64$ kips	$V_{xu} = -29.18$ kips	$V_{yu} = 0.00$ kips
1.2D + L + 0.5Lr + W	$P_u = 897.33$ kips	$V_{xu} = -31.97$ kips	$V_{yu} = 0.00$ kips
$(1.2 + 0.2S_{DS})D + L + E$	$P_u = 694.15$ kips	$V_{xu} = -45.15$ kips	$V_{yu} = 0.00$ kips
$(0.9 - 0.2S_{DS})D + E$	$P_u = 283.55$ kips	$V_{xu} = -34.40$ kips	$V_{yu} = 0.00$ kips
$(1.2 + 0.2S_{DS})D + L + E * \Omega_o$	$P_u = 336.44$ kips	$V_{xu} = -62.77$ kips	$V_{yu} = 0.00$ kips (with Ω_o)
$(0.9 - 0.2S_{DS})D + E * \Omega_o$	$P_u = -74.16$ kips	$V_{xu} = -52.02$ kips	$V_{yu} = 0.00$ kips (with Ω_o)

Node #1033 (72°)

Critical Column Base Reactions (Tension "-", Compression "+")

D (Dead)	P = 813.27 kips	$V_x = -6.82$ kips	$V_y = 20.031$ kips
L (Live Load)	P = 0.00 kips	$V_x =$ kips	$V_y =$ kips
Lr (Roof Live Load)	P = 14.98 kips	$V_x = -0.12$ kips	$V_y = 0.369$ kips

E (Seismic Load)	P = -61.99082 kips	V _x = -51.63 kips	V _y = -13.52 kips	
W (Wind Load)	P = -23.419 kips	V _x = -28.287 kips	V _y = -7.116 kips	
Load Combinations (LRFD)				
1.2D + L + 1.6Lr + 0.5W	P _u = 988.18 kips	V _{xu} = -22.52 kips	V _{yu} = 21.07 kips	
1.2D + L + 0.5Lr + W	P _u = 960.00 kips	V _{xu} = -36.53 kips	V _{yu} = 17.11 kips	
(1.2 + 0.2S _{DS})D + L + E	P _u = 999.04 kips	V _{xu} = -60.53 kips	V _{yu} = 12.62 kips	
(0.9 - 0.2S _{DS})D + E	P _u = 584.86 kips	V _{xu} = -57.06 kips	V _{yu} = 2.42 kips	
(1.2 + 0.2S _{DS})D + L + E*Ω _o	P _u = 937.05 kips	V _{xu} = -112.17 kips	V _{yu} = -0.90 kips	(with Ω _o)
(0.9 - 0.2S _{DS})D + E*Ω _o	P _u = 522.86 kips	V _{xu} = -108.69 kips	V _{yu} = -11.10 kips	(with Ω _o)

Node #1045 (144°)

Critical Column Base Reactions (Tension "-", Compression "+")

D (Dead)	P = 813.88 kips	V _x = 17.181 kips	V _y = 12.213 kips	
L (Live Load)	P = 0.00 kips	V _x = 0 kips	V _y = 0 kips	
Lr (Roof Live Load)	P = 14.98 kips	V _x = 0.314 kips	V _y = 0.228 kips	
E (Seismic Load)	P = -289.36 kips	V _x = 46.386 kips	V _y = 39.570 kips	
W (Wind Load)	P = -62.17 kips	V _x = -14.781 kips	V _y = 11.505 kips	
Load Combinations (LRFD)				
1.2D + L + 1.6Lr + 0.5W	P _u = 969.54 kips	V _{xu} = 13.73 kips	V _{yu} = 20.77 kips	
1.2D + L + 0.5Lr + W	P _u = 921.98 kips	V _{xu} = 5.99 kips	V _{yu} = 26.27 kips	
(1.2 + 0.2S _{DS})D + L + E	P _u = 772.47 kips	V _{xu} = 68.80 kips	V _{yu} = 55.50 kips	
(0.9 - 0.2S _{DS})D + E	P _u = 357.98 kips	V _{xu} = 60.05 kips	V _{yu} = 49.28 kips	
(1.2 + 0.2S _{DS})D + L + E*Ω _o	P _u = 483.11 kips	V _{xu} = 115.19 kips	V _{yu} = 95.07 kips	(with Ω _o)
(0.9 - 0.2S _{DS})D + E*Ω _o	P _u = 68.62 kips	V _{xu} = 106.44 kips	V _{yu} = 88.85 kips	(with Ω _o)

Node #1024 (180°)

Critical Column Base Reactions (Tension "-", Compression "+")

D (Dead)	P = 813.273 kips	$V_x = 21.158$ kips	$V_y = -0.296$ kips
L (Live Load)	P = 0 kips	$V_x = 0$ kips	$V_y = 0$ kips
Lr (Roof Live Load)	P = 14.98 kips	$V_x = 0.388$ kips	$V_y = -0.004$ kips
E (Seismic Load)	P = -357.58 kips	$V_x = 17.60$ kips	$V_y = 1.61$ kips
W (Wind Load)	P = -77.63 kips	$V_x = -6.45$ kips	$V_y = 0.00$ kips

Load Combinations (LRFD)

1.2D + L + 1.6Lr + 0.5W	$P_u = 961.08$ kips	$V_{xu} = 22.79$ kips	$V_{yu} = -0.36$ kips
1.2D + L + 0.5Lr + W	$P_u = 905.78$ kips	$V_{xu} = 19.14$ kips	$V_{yu} = -0.36$ kips
$(1.2 + 0.2S_{DS})D + L + E$	$P_u = 703.45$ kips	$V_{xu} = 45.21$ kips	$V_{yu} = 1.22$ kips
$(0.9 - 0.2S_{DS})D + E$	$P_u = 289.27$ kips	$V_{xu} = 34.43$ kips	$V_{yu} = 1.37$ kips
$(1.2 + 0.2S_{DS})D + L + E^*\Omega_o$	$P_u = 345.87$ kips	$V_{xu} = 62.81$ kips	$V_{yu} = 2.83$ kips (with Ω_o)
$(0.9 - 0.2S_{DS})D + E^*\Omega_o$	$P_u = -68.31$ kips	$V_{xu} = 52.03$ kips	$V_{yu} = 2.98$ kips (with Ω_o)

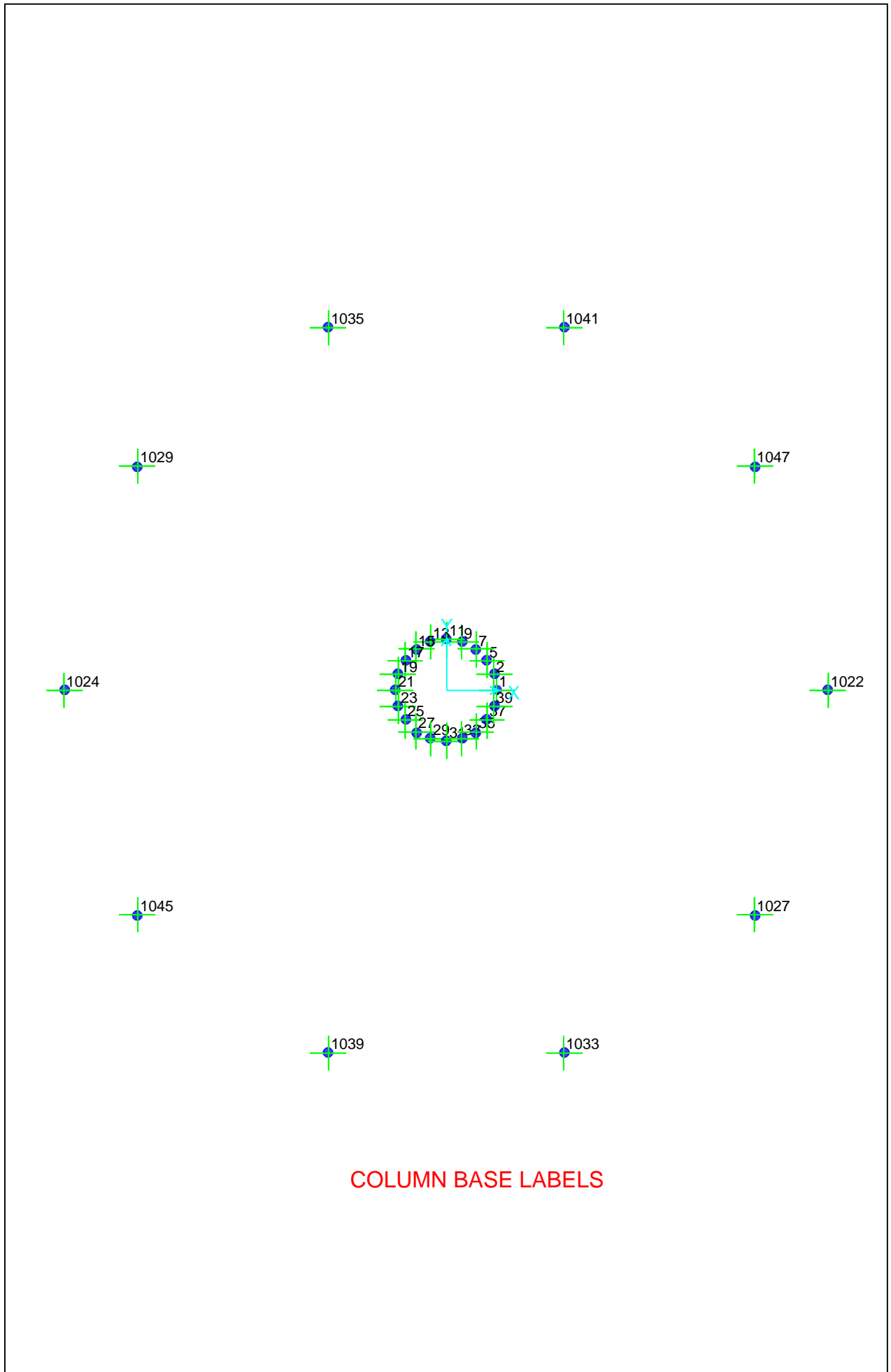
Riser Base

Critical Column Base Reactions (Tension "-", Compression "+")

D (Dead)	P = 696.149 kips	$V_x = -2.488$ kips	$V_y = -4.356$ kips
L (Live Load)	P = 0 kips	$V_x = 0$ kips	$V_y =$ kips
Lr (Roof Live Load)	P = 17.623 kips	$V_x = -0.038$ kips	$V_y = -0.053$ kips
E (Seismic Load)	P = -9.52 kips	$V_x = -163.64$ kips	$V_y = -1.01$ kips
W (Wind Load)	P = 1.58 kips	$V_x = -46.03$ kips	$V_y = 0.09$ kips

Load Combinations (LRFD)

1.2D + L + 1.6Lr + 0.5W	$P_u = 864.37$ kips	$V_{xu} = -26.06$ kips	$V_{yu} = -5.27$ kips
1.2D + L + 0.5Lr + W	$P_u = 845.77$ kips	$V_{xu} = -49.04$ kips	$V_{yu} = -5.16$ kips
$(1.2 + 0.2S_{DS})D + L + E$	$P_u = 898.70$ kips	$V_{xu} = -166.88$ kips	$V_{yu} = -6.69$ kips
$(0.9 - 0.2S_{DS})D + E$	$P_u = 544.17$ kips	$V_{xu} = -165.62$ kips	$V_{yu} = -4.47$ kips
$(1.2 + 0.2S_{DS})D + L + E^*\Omega_o$	$P_u = 889.18$ kips	$V_{xu} = -330.52$ kips	$V_{yu} = -7.70$ kips (with Ω_o)
$(0.9 - 0.2S_{DS})D + E^*\Omega_o$	$P_u = 534.65$ kips	$V_{xu} = -329.26$ kips	$V_{yu} = -5.49$ kips (with Ω_o)



COLUMN BASE LABELS

Cook Water Tower (Existing Condition from 0° Model)

Component Capacities

Material Properties:

Structural Steel Yield Stress	$F_y =$	36	ksi
Structural Steel Ultimate Stress	$F_u =$	58	ksi
Steel Modulus of Elasticity	$E =$	29,000	ksi

Riser Column:

Gross Area	$A_g =$	213.18	in ²	
Unbraced Length (X-X)	$L_x =$	90.9	ft	
Radius of Gyration (X-X)	$r_x =$	42.65	in	
Effective Length Factor (X-X)	$K_x =$	1		
	$K_x L_x / r_x =$	25.6		
	$I_x =$	387828	in ⁴	
Unbraced Length (Y-Y)	$L_y =$	90.9	ft	
Radius of Gyration (Y-Y)	$r_y =$	42.65	in	
Effective Length Factor (Y-Y)	$K_y =$	1		
	$K_y L_y / r_y =$	25.6		
Elastic Critical Buckling Stress	$F_e = \pi^2 E / (L_c / r)^2 =$	438	ksi	(AISC 360-16, Eq. E3-4)
Resistance Factor	$\phi =$	0.9		
Factored Buckling Stress	$\phi F_{cr} =$	31.3	ksi	(AISC 360-16, Eqs. E3-2,3)
Compressive Strength	$P_c = \phi P_n =$	6006.0	k	
	$P_r = P_{nt} + \beta_2 P_{lt} =$	902.2	k	
	$P_r / P_c =$	0.150	< 0.2	Must use AISC Eq. H1-1b
	$C_{mx} = 0.6 - 0.4 M_1 / M_2 =$	1.0		
	$P_{e1x} = \pi^2 E I_x / (K_1 L_x)^2 =$	93,292	k	
	$B_{1x} = C_{mx} / (1 - \alpha P_r / P_{e1x}) =$	1.016		
	$M_{ntx} =$	83995	k-in	
	$M_{rx} = B_{1x} M_{ntx} =$	85340	k-in	
	$\phi_b M_{px} =$	230393	k-in	
	$P_r / P_c + 8/9 (M_{rx} / M_{cx} + M_{ry} / M_{cy}) =$	0.479	< 1.0	(H1-1a, AISC 360-16)
	$P_r / (2 P_c) + (M_{rx} / M_{cx} + M_{ry} / M_{cy}) =$	0.446	< 1.0	(H1-1b, AISC 360-16)

Tube Column:

Gross Area	$A_g =$	49.04	in ²	
Unbraced Length (X-X)	$L_x =$	109.0	ft	
Radius of Gyration (X-X)	$r_x =$	12.62	in	
Effective Length Factor (X-X)	$K_x =$	1		
	$K_x L_x / r_x =$	103.7		
Unbraced Length (Y-Y)	$L_y =$	55.0	ft	
Radius of Gyration (Y-Y)	$r_y =$	12.62	in	
Effective Length Factor (Y-Y)	$K_y =$	1		
	$K_y L_y / r_y =$	52.3		
Elastic Critical Buckling Stress	$F_e =$	27	ksi	(AISC 360-16, Eq. E3-4)
Resistance Factor	$\phi =$	0.9		
Factored Buckling Stress	$\phi F_{cr} =$	18.4	ksi	(AISC 360-16, Eqs. E3-2,3)
Compressive Strength	$\phi P_n =$	902.4	k	

Tie-Rod (Upper)

Section:	T Beam:	0.50	x 12	+ 1.0	x 3.0
Sectional Area	$A_{ur} =$	9.0	in ²		
Yielding Strength	$\phi P_n = 0.9F_y A_g =$	291.6	k		(AISC 360-16, Eq. D2-1)
Rupture Strength	$\phi P_n = 0.75F_u A_e =$	391.5	k		(AISC 360-16, Eq. D2-2)

Tie-Rod (Lower)

Section:	T Beam:	0.50	x 12	+ 1.0	x 3.0
Sectional Area	$A_{lr} =$	9.0	in ²		
Yielding Strength	$\phi P_n = 0.9F_y A_g =$	291.6	k		(AISC 360-16, Eq. D2-1)
Rupture Strength	$\phi P_n = 0.75F_u A_e =$	391.5	k		(AISC 360-16, Eq. D2-2)

Pin Connector

"T" Beam Web:		1.28	x 3.0		
	$A_{web} =$	3.84	in ²		
	$\phi T_n = \phi F_y A_{web} = (0.9)(F_y)(A_{web}) =$	124.4	k		
Bolts:		2	1.5 x 1.5		
Pin Sectional Area	$A_p =$	4.500	in ²		
Pin Shear Strength (Considering Single Shear)					
Shear Rupture Strength:	$\phi P_n = \phi F_u A_b = (0.75)(0.5F_u)(A_b) =$	97.9	k		(AISC 360-16, Eq. J3-1)
Shear Yielding Strength:	$\phi P_n = \phi 0.6F_y A_g = (1.0)(0.6F_y)(A_g) =$	97.2	k		(AISC 360-16, Eq. J4-3)
Flange Weld:	$h_w =$	0.375	in	$L =$	28 in
	$A_w = 0.707h_w L =$	7.4	in ²		
	$\phi P_n = 0.75F_u A_e =$	389.7			

Bearing Strength at Pin Hole

$$P_n = 1.2L_c t F_u \leq 2.4dt F_u \quad (\text{AISC 360-16, Eq. J3-6a})$$

$$L_c = 2 \text{ in} \quad (\text{Clear distance, in the direction of the force})$$

$$1.2L_c t F_u = 365.4 \text{ k} \quad 2.4dt F_u = 365.4 \text{ k}$$

$$2\phi P_n = 2 \times 0.75 P_n = 274.1 \text{ k}$$

Gusset Plate Connector

$$\text{Gusset Plate Thickness} \quad t_p = 7/8 \text{ in}$$

Gusset Plate Block Shear Strength

$$R_n = 0.6F_u A_{nv} + U_{bs} F_u A_{nt} \leq 0.6F_y A_{gv} + U_{bs} F_u A_{nt} \quad (\text{AISC 360-16, Eq. J4-5})$$

$$\text{Gross Area Subject to Shear} \quad A_{gv} = 2t_p l_v = 91.0 \text{ in}^2$$

$$\text{Net Area Subject to Tension} \quad A_{nt} = t_p d_p = 2.63 \text{ in}^2$$

$$\text{Net Area Subject to Shear} \quad A_{nv} = 2t_p l_v = 91 \text{ in}^2$$

$$\text{Shear Area Length} \quad l_v = 52 \text{ in}$$

$$\text{Tension Reduction Coefficient} \quad U_{bs} = 1.0$$

$$0.6F_u A_{nv} + U_{bs} F_u A_{nt} = 3319.1 \text{ k} \quad 0.6F_y A_{gv} + U_{bs} F_u A_{nt} = 2117.9 \text{ k}$$

$$\phi P_n = 0.75 P_n = 1588.4 \text{ k}$$

Gusset Plate Tensile Strength

$$\text{Effective Tensile Width} \quad b_p = 12 \text{ in}$$

Tensile Yielding Strength:

$$\phi P_n = \phi F_y A_g = (0.9)(F_y)(A_g) = 340.2 \text{ k} \quad (\text{AISC 360-16, Eq. J4-1})$$

Tensile Rupture Strength:

$$\phi P_n = \phi F_u A_e = (0.75)(F_u)(0.75A_g) = 342.6 \text{ k} \quad (\text{AISC 360-16, Eq. J4-2})$$

Column Base Anchorage

$$\text{Anchor Bolt Diameter} \quad d_a = 1.25 \text{ in}$$

$$\text{Anchor Bolt Area} \quad A_{se} = 1.227 \text{ in}^2$$

$$\text{Ultimate Tensile Strength} \quad f_{uta} = 55 \text{ ksi}$$

$$\text{Effective Anchor Embedment} \quad h_{ef} = 72 \text{ in}$$

$$\text{Footing Concrete Strength} \quad f'_c = 3,000 \text{ psi}$$

$$\text{Footing Cap Thickness} \quad h_a = 76 \text{ in}$$

$$\text{Edge Distance (Tangential)} \quad C_{aT} = 6 \text{ in}$$

$$\text{Edge Distance (Radial)} \quad C_{aR} = 24 \text{ in}$$

Anchorage Tensile Strength

(1) Steel Strength

$$\text{Number of Effective Anchor Bolts} \quad n = 2$$

$$\phi N_{sa} = (0.75)(n)(A_{se,N})(f_{uta}) = 101.2 \text{ k}$$

(2) Concrete Breakout Strength

$$A_{Nco} = 9h_{ef}^2 = 46,656 \text{ in}^2 \quad (\text{ACI 318-14, Eq. 17.4.2.1c})$$

$$A_{Nc} = 2,304 \text{ in}^2$$

$$\psi_{ec,N} = 1.00$$

$$\psi_{ed,N} = 0.7 + 0.3[C_{a,min}/(1.5h_{ef})] = 0.717 \leq 1.00 \quad (\text{ACI 318-14, Eq. 17.4.5.4b})$$

$$\psi_{c,N} = 1.00 \quad (\text{For Cracked Concrete})$$

$$\psi_{cp,N} = 1.00 \quad (\text{For Cracked Concrete})$$

$$N_b = k_c \lambda_a (f'_c)^{0.5} (h_{ef})^{1.5} = 803.1 \text{ k} \quad (\text{ACI 318-14, Eq. 17.4.2.2a})$$

$$\text{where } k_c = 24 \quad (\text{For Cast-In Anchors})$$

$$\lambda_a = 1.0 \quad (\text{For Normal Weight Concrete})$$

$$N_{cbg} = (A_{Nc}/A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b = 28.4 \text{ k} \quad (\text{ACI 318-14, Eq. 17.4.2.1b})$$

$$\phi N_{cbg} = (0.70) N_{cbg} = 19.9 \text{ k} \quad (\text{Wind})$$

$$0.75 \phi N_{cbg} = (0.75)(0.70) N_{cbg} = 14.9 \text{ k} \quad (\text{Seismic})$$

Anchorage Shear Strength

(2 Anchor Bolts Take V_u)

(1) Steel Strength

Number of Effective Anchor Bolts

$$n = 2 \quad (\text{2 Anchor Bolts})$$

$$\phi V_{sa} = (0.65)(n)(0.6A_{se,v})(f_{uta}) = 52.6 \text{ k}$$

(2) Concrete Breakout Strength

(a) Radial Shear V_R

$$C_{a1} = 24 \text{ in}$$

$$C_{a2} = 6 \text{ in}$$

$$A_{Vco} = 4.5C_{a1}^2 = 2592 \text{ in}^2$$

$$A_{Vc} = 1728 \text{ in}^2$$

$$\psi_{ec,v} = 1.00$$

$$\psi_{ed,v} = 0.7 + 0.3[C_{a2}/(1.5C_{a1})] = 0.750 \leq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.6b})$$

$$\psi_{c,v} = 1.00 \quad (\text{For Cracked Concrete})$$

$$\psi_{h,v} = (1.5C_{a1}/h_a)^{0.5} = 1.000 \geq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.8})$$

$$V_b = 7(l_e/d_a)^{0.2} (d_a)^{0.5} \lambda_a (f'_c)^{0.5} (C_{a1})^{1.5} = 76.4 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.2a})$$

$$V_{cbg} = (A_{Vc}/A_{Vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_b = 38.2 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.1})$$

$$\phi V_{cbg} = (0.70) V_{cbg} = 26.7 \text{ k}$$

(b) Tangential Shear V_T

$$C_{a1} = 6 \text{ in}$$

$$C_{a2} = 24 \text{ in}$$

$$A_{Vco} = 4.5C_{a1}^2 = 162 \text{ in}^2$$

$$A_{Vc} = 432 \text{ in}^2$$

$$\psi_{ec,v} = 1.00$$

$$\psi_{ed,v} = 0.7 + 0.3[C_{a2}/(1.5C_{a1})] = 1.000 \leq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.6b})$$

$$\psi_{c,v} = 1.00 \quad (\text{For Cracked Concrete})$$

$$\psi_{h,v} = (1.5C_{a1}/h_a)^{0.5} = 1.000 \geq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.8})$$

$$V_b = 7(l_e/d_a)^{0.2} (d_a)^{0.5} \lambda_a (f'_c)^{0.5} (C_{a1})^{1.5} = 9.5 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.2a})$$

$$V_{cbg} = 2(A_{Vc}/A_{Vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_b = 50.9 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.1})$$

$$\phi V_{cbg} = (0.70) V_{cbg} = 35.6 \text{ k}$$

(3) Concrete Pryout Strength

$$\phi V_{cp} = (0.7) k_{cp} N_{cbg} = 39.8 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.3.1a})$$

$$k_{cp} = 2 \quad (\text{For } h_{ef} > 2.5")$$

Foundation (ASD)

Concrete Unit Weight	$w_c =$	150 pcf
Column Section Area	$A_c =$	16 ft ²
Column Hight	$H_c =$	6 ft
Footing Cap Length	$L_F =$	15 ft
Footing Cap Width	$B_F =$	15 ft
Footing Cap Depth	$D_F =$	1 ft
Footing Cap Weight	$W_F =$	48.15 k

Allowable Passive Earth Pressure $p_p = 270$ pcf

Allowable Passive Soil Pressure at Base of Footing Cap (Maximum):

$$P_p = 270 \text{ psf} < 2,000 \text{ psf}$$

Coefficient of Friction $k_f = 0.375$ (Between Concrete and Soil)

Soil Skin Friction $v_s = 900$ psf

Allowable Soil Bearing Capacity $q_a = 6,500$ psf

Sliding Resistance

$$\text{Passive soil Resistance} = (1/2)(P_p)(D_F)(B_F) = 2.025 \text{ k} \quad (33\% \text{ Increase Allowed})$$

$$\text{Soil Friction Resistance} = (P_{du} + W_f)(k_f) = 320.4 \text{ k} \quad (33\% \text{ Increase Allowed})$$

$$\text{Total Sliding Resistance at Footing} = 429.9 \text{ k}$$

Overturning Resistance

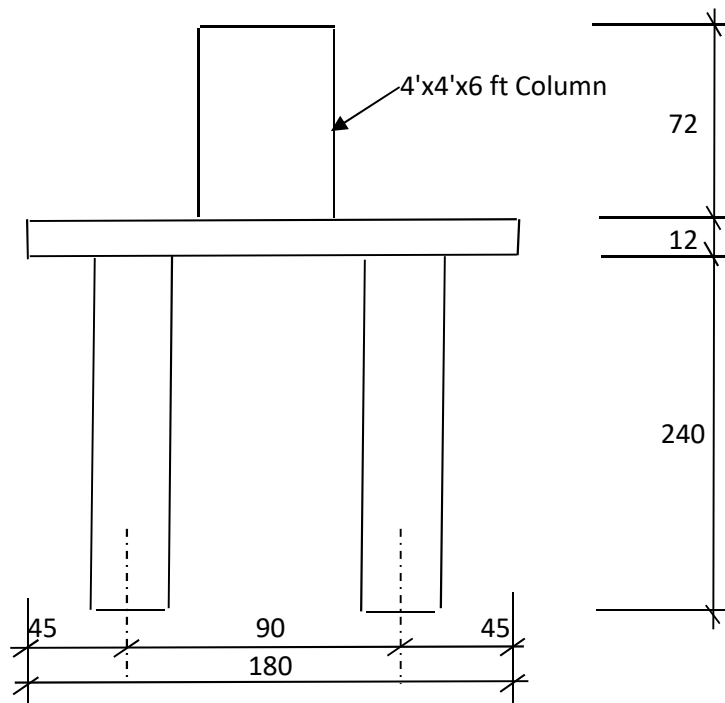
$$\text{Footing Dead Load Resistance} = 0.6W_F = 28.9 \text{ k}$$

$$\text{Soil Skin Friction Resistance} = (v_s)(2)(L_F + B_F)(D_F) = 140.4 \text{ k} \quad (33\% \text{ Increase Allowed})$$

$$\text{Total Overturning Resistance at Footing} = 216.09 \text{ k}$$

Soil Bearing Resistance = $(q_a)(L_F)(B_F) = 1462.5 \text{ k}$ (33% Increase Allowed)

$$\text{Short-Term Soil Bearing Resistance} = 1950.0 \text{ k}$$



Cook Water Tower (Existing Condition from 0° Model)

Component Demand/Capacity Ratios

Riser Column

D (Compressive Force) =	974.6 k
C ₁ (Compressive/Buckling Strength) =	6006.0 k
D/C ₁ =	0.162
D/C ₂ =	0.446

Tube Columns

D (Compressive Force) =	1057.0 k
C ₁ (Compressive/Buckling Strength) =	902.4 k
D/C ₁ =	1.171

Tie-Rods (Upper)

D (Tensile Force) =	93.9 k
C ₁ (Tensile Yielding Strength) =	291.6 k
C ₂ (Tensile Rupture Strength) =	391.5 k
D/C ₁ =	0.322
D/C ₂ =	0.240

Tie-Rods (Lower)

D (Tensile Force) =	80.8 k
C ₁ (Tensile Yielding Strength) =	291.6 k
C ₂ (Tensile Rupture Strength) =	391.5 k
D/C ₁ =	0.277
D/C ₂ =	0.206

Pin Connectors

D (Shear Force, w/o Ω_o) =	(Seismic, Wind)	93.9 k		
D _{Ω} (Shear Force, w/ Ω_o) =	(Seismic)	248.4 k		
C ₁ (Shear Rupture Strength) =	389.7	+ 124.4	+ 97.9 k	= 612.0 k
C ₂ (Shear Yielding Strength) =	389.7	+ 124.4	+ 97.2 k	= 611.3 k
C ₃ (Bearing Strength at Pin Hole) =			274.1 k	
D/C ₁ =			0.153	
D/C ₂ =			0.154	
D/C ₃ =			0.342	
D _{Ω} /C ₁ =			0.406	
D _{Ω} /C ₂ =			0.406	
D _{Ω} /C ₃ =			0.907	

Gusset Plate Connectors

D (Shear & Tensile Force, w/o Ω_o) =	93.9 k
D_Ω (Shear & Tensile Force, w/ Ω_o) =	248.4 k
C_1 (Block Shear Strength) =	1588.4 k
C_2 (Tensile Yielding Strength) =	340.2 k
C_3 (Tensile Rupture Strength) =	342.6 k
D/C_1 =	0.059
D/C_2 =	0.276
D/C_3 =	0.274
D_Ω/C_1 =	0.156
D_Ω/C_2 =	0.730
D_Ω/C_3 =	0.725

Column Base Anchorage

(1) Node #1022 (0°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-283.5 k	
$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	74.2 k	
D_V (Maximum Shear Force, w/o Ω_o) =	22.6 k	
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	31.4 k	
C_N (Anchorage Tensile Strength) =	101.2 k	
C_V (Anchorage Shear Strength) =	52.6 k	
C_V (Anchorage Concrete Shear Strength) =	26.7 k	Concrete Failure
$D/C = (D_N/C_N) + (D_V/C_V) =$	-2.801 + 0.844 = -1.956	
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	0.733 + 0.596 = 1.329	for Anchor
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	0.733 + 1.174 = 1.906	for Concrete Breakout

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

(2) Node #1033 (36°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-584.9 k	
$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	-522.9 k	
D_V (Maximum Shear Force, w/o Ω_o) =	20.2 k	
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	56.1 k	
C_N (Anchorage Tensile Strength) =	101.2 k	
C_V (Anchorage Shear Strength) =	52.6 k	
C_V (Anchorage Concrete Shear Strength) =	26.7 k	
$D/C = (D_N/C_N) + (D_V/C_V) =$	-5.777 + 0.754 = -5.022	
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	-5.164 + 1.065 = -4.099	for Anchor
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	-5.164 + 2.098 = -3.067	for Concrete Breakout

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

(3) Node #1045 (72°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-358.0 k
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$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	-68.6 k	
D_V (Maximum Shear Force, w/o Ω_o) =	13.5 k	
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	74.7 k	
C_N (Anchorage Tensile Strength) =	101.2 k	
C_V (Anchorage Shear Strength) =	52.6 k	
C_V (Anchorage Concrete Shear Strength) =	26.7 k	
$D/C = (D_N/C_N) + (D_V/C_V) =$	-3.536 + 0.504 = -3.032	
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	-0.678 + 1.418 = 0.741	for Anchor
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	-0.678 + 2.793 = 2.115	for Concrete Breakout

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

(4) Node #1024 (180°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-289.3 k	
$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	68.3 k	
D_V (Maximum Shear Force, w/o Ω_o) =	9.6 k	
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	31.4 k	
C_N (Anchorage Tensile Strength) =	101.2 k	
C_V (Anchorage Shear Strength) =	52.6 k	
C_V (Anchorage Concrete Shear Strength) =	26.7 k	
$D/C = (D_N/C_N) + (D_V/C_V) =$	-2.857 + 0.358 = -2.499	
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	0.675 + 0.597 = 1.272	for Anchor
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	0.675 + 1.176 = 1.850	for Concrete Breakout

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

Foundation (ASD)

Sliding Resistance

D (Maximum Shear Reaction at Footing) =	3.9 k
C (Sliding Resistance) =	429.9 k
Sliding Safety Factor =	1.1
D/C =	0.010

Overturning Resistance

D (Maximum Uplifting Reaction at Footing) =	-233.4 k
C (Uplifting Resistance) =	216.1 k
Overturning Safety Factor =	1.1
D/C =	-1.188

Soil Bearing Resistance

D (Maximum Compressive Reaction at Footing) =	1104.8 k
C (Soil Bearing Resistance) =	1950.0 k
D/C =	0.567

Cook Water Tower (Existing Condition from 0° Model)

Component Demand/Capacity Ratios Summary

Structural Component	D/C	Governing Mode
Riser	0.446	Combined Compression
Tube Columns	1.171	Compression
Tie-Rods (Upper)	0.322	Tensile Yielding
Tie-Rods (Lower)	0.277	Tensile Yielding
Pin Connectors (w/o Ω_o)	0.154	Pin & Weld Shear Failure
Pin Connectors (w/ Ω_o)	0.406	Pin & Weld Shear Failure
Gusset Plate (w/o Ω_o)	0.276	Block Shear
Gusset Plate (w/ Ω_o)	0.730	Block Shear
Column Base Anchorage (w/o Ω_o)		No Tension
Column Base Anchorage (w/ Ω_o)	1.329	in Tension & Shear
Anchorage Concrete Breakout(w/ Ω_o)	2.115	Concrete Shear Breakout
Sliding Stability (S.F. =1.1)	0.010	
Overturning Stability (S.F. =1.1)		No Overturning
Soil Bearing	0.567	

Note:

1. D/C ratios less than 1.05 are considered acceptable.
2. (w/o Ω_o) : Wind
(w/ Ω_o) : Seismic

Appendix C

Geotechnical Investigation Report

June 20, 2022

KA Project. No. 012-22051

Mr. Subhash Patel
Beyaz & Patel
10920 Via Frontera, Suite 210
San Diego, California 92127

**RE: Limited Geotechnical Engineering Investigation
Existing Loy E. Cook Water Tower
E. South Street and Columbia Street
Madera, California**

Dear Mr. Patel:

In accordance with your request, we have completed the Limited Geotechnical Engineering Investigation for the above-reference project site. The geotechnical information presented herein are based upon professional interpretation utilizing the “state of the art” and degree of conservatism deemed proper as of this report date. It is not warranted that such information cannot be superseded by future geotechnical developments. In addition, our scope of services including excavating a test pit adjacent to one of the footings to perform a GPR scan of the foundation and determine footing dimensions. Furthermore, the depths of anchor bolts were evaluated utilizing an ultrasonic test. The test pit was backfilled with sand/cement slurry.

As requested, subsurface soil conditions were explored by drilling 1 test boring within the site to evaluate the subsurface conditions. The exploratory soil boring was advanced to a depth of approximately 50 feet below existing site grade. In addition, one initial test pit was excavated to a depth of 6 feet. A supplemental test pit was advanced to a depth of approximately 12 feet as part of a follow-up investigation. Furthermore, echo test pits were performed on 9 of the 10 pier locations to determine the approximate depth of the existing foundations. In addition, a second set of echo test pits were performed associated with the secondary investigation. During drilling operations, undisturbed soil samples were obtained at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. The soils encountered were continuously examined and visually classified in accordance with the Unified Soil Classification System. A more detailed description of the soils encountered are shown on the attached boring and test pit logs.

Based on our findings, the subsurface conditions encountered appear to be typical of those found in the geologic region of the site. In general, the upper soils consisted of approximately 6 to 12 inches of very loose silty sand. These soils are disturbed, have low strength characteristics and are highly compressible when saturated.

Below the loose surface soils, approximately 6 to 7½ feet of fill material was encountered. The fill material predominately consisted of silty sand. The thickness and extent of fill material was determined based on limited test borings and visual observation. Thicker fill may be present at the site. Limited testing was performed on the fill soils during the time of our field and laboratory investigations. The limited testing indicates some compaction effort was applied to the fill soil at the time of placement.

Below the fill soils, predominately medium dense to very dense silty sand and sand were encountered. The soils between 9½ and 14 feet were moderately cemented. Field and laboratory tests suggest that these soils are moderately strong and slightly compressible. Penetration resistance ranged from 22 blows per foot to over 50 blows per 6 inches. Dry densities ranged from 99 to 132 pcf. A representative soil sample consolidated approximately 2½ percent under a 2 ksf load when saturated.

For additional information about soils encountered, please refer to the logs of borings attached.

The test boring location was checked for the presence of groundwater during and immediately following the drilling operations. Free groundwater was not encountered.

It should be recognized that water table elevations may fluctuate with time, being dependent upon seasonal precipitation, irrigation, land use, and climatic conditions, as well as other factors. Therefore, water level observations at the time of the field investigation may vary from those encountered during the construction phase of the project. The evaluation of such factors is beyond the scope of this report.

Existing Foundations

Based on our field observation, it appears the upper portion of the existing foundations are 4-foot square and extend to a depth of 6 feet with that dimension. Below the upper column, a 12-inch thick slab which appears to be used as a pile cap was encountered. The slab was approximately 15-foot square. Potholing below the slab indicates an approximately 2½ foot diameter pier was encountered 2½ feet into the pile cap on each side at the corner of the pile cap. Based on the size and distance to the edge of the pile cap, it is our opinion there are four 2½ foot diameter piers at each column. This results in a pile spacing of three pier diameters center to center. The piles extended to a depth of 27 feet below grade (20 feet below the bottom of pile cap.)

Based on the NDE UT test performed, it appears the anchor rods have an embedment depth of 6 feet. The anchor rods have a diameter of 1¼ inch. Copies of the UT test and a picture of the anchor rods are attached.

A GPR scan of the footing was performed by GPRS as part of our field investigation. A copy of the report generated is also attached.

Foundations - Conventional

The foundation may be evaluated using the following maximum allowable soil bearing pressures:

Load	Allowable Loading
Dead Load Only	4,900 psf
Dead-Plus-Live Load	6,500 psf
Total Load, including wind or seismic loads	8,650 psf

The footing analysis is based on a minimum embedment depth of 72 inches below pad subgrade (soil grade) or adjacent exterior grade, whichever is lower. The footing analysis is based on a minimum width of 48 inches.

The total settlement of the foundations is not expected to exceed 1 inch. The differential settlement should be less than 1 inch. Most of the settlement is expected to occur during construction, as the loads are applied. However, additional post-construction settlement may occur if the foundation soils are flooded or saturated.

Resistance to lateral footing displacement can be computed using an allowable friction factor of 0.4 acting between the base of foundations and the supporting subgrade. Lateral resistance for footings can alternatively be developed using an allowable equivalent fluid passive pressure of 350 pounds per cubic foot acting against the appropriate vertical footing faces. The frictional and passive resistance of the soil may be combined without reduction in determining the total lateral resistance. A $\frac{1}{3}$ increase in the above value may be used for short duration, wind, or seismic loads.

Foundations - Drilled Caissons

The structure foundation can be analyzed using an allowable sidewall friction of 900 psf. This value is for dead-plus-live loads. This value may be increased $\frac{1}{3}$ for short duration loads, such as wind or seismic. The upper 12 inches should be neglected from friction calculations. Uplift loads can be resisted by caissons using an allowable sidewall friction of 500 psf of the surface area plus the weight of the pier. The total and differential settlements of the piers are not expected to exceed $\frac{1}{2}$ inch.

Caissons may be designed using a lateral bearing capacity of 400 psf/ft using the applicable formula for unconstrained or constrained conditions in the 2019 California Building Code. This is based on an allowable deflection of $\frac{1}{2}$ inch. Unconstrained or flexible cap conditions apply to isolated piers, and constrained or rigid cap (fixed against rotation) conditions apply to piers with a rigid connection to the structure.

Seismic Parameters – 2019 California Building Code

The Site Class per Section 1613 of the 2019 California Building Code (2019 CBC) and ASCE 7-16, Chapter 20 is based upon the site soil conditions. It is our opinion that a Site Class D is most consistent with the subject site soil conditions. For seismic design of the structures based on the seismic provisions of the 2019 CBC, we recommend the following parameters:

Seismic Item	Value	CBC Reference
Site Class	D	Section 1613.2.2
Site Coefficient F_a	1.327	Table 1613.2.3 (1)
S_s	0.591	Section 1613.2.1
S_{MS}	0.785	Section 1613.2.3
S_{DS}	0.523	Section 1613.2.4
Site Coefficient F_v	2.134	Table 1613.2.3 (2)
S_1	0.233	Section 1613.2.1
S_{M1}	0.497	Section 1613.2.3
S_{D1}	0.331	Section 1613.2.4
T_s	0.633	Section 1613.2

* Based on Equivalent Lateral Force (ELF) Design Procedure being used.

LIMITATIONS

Soils Engineering is one of the newest divisions of Civil Engineering. This branch of Civil Engineering is constantly improving as new technologies and understanding of earth sciences advance. Although your site was analyzed using the most appropriate and most current techniques and methods, undoubtedly there will be substantial future improvements in this branch of engineering. In addition to advancements in the field of Soils Engineering, physical changes in the site, either due to excavation or fill placement, new agency regulations, or possible changes in the proposed structure after the soils report is completed may require the soils report to be professionally reviewed. In light of this, the Owner should be aware that there is a practical limit to the usefulness of this report without critical review. Although the time limit for this review is strictly arbitrary, it is suggested that 2 years be considered a reasonable time for the usefulness of this report.

Foundation and earthwork construction is characterized by the presence of a calculated risk that soil and groundwater conditions have been fully revealed by the original foundation investigation. This risk is derived from the practical necessity of basing interpretations and design conclusions on limited sampling of the earth. The recommendations made in this report are based on the assumption that soil conditions do not vary significantly from those disclosed during our field investigation. If any variations or undesirable conditions are encountered during construction, the Soils Engineer should be notified so that supplemental recommendations may be made.

The conclusions of this report are based on the information provided regarding the proposed construction. If the proposed construction is relocated or redesigned, the conclusions in this report may not be valid. The Soils Engineer should be notified of any changes so the recommendations may be reviewed and reevaluated.

This report is a Limited Geotechnical Engineering Investigation with the purpose of evaluating the soil conditions in terms of foundation design. The scope of our services did not include any Environmental Site Assessment for the presence or absence of hazardous and/or toxic materials in the soil, groundwater,

or atmosphere; or the presence of wetlands. Any statements, or absence of statements, in this report or on any boring log regarding odors, unusual or suspicious items, or conditions observed, are strictly for descriptive purposes and are not intended to convey engineering judgment regarding potential hazardous and/or toxic assessment.

The geotechnical engineering information presented herein is based upon professional interpretation utilizing standard engineering practices and a degree of conservatism deemed proper for this project. It is not warranted that such information and interpretation cannot be superseded by future geotechnical engineering developments. We emphasize that this report is valid for the project outlined above and should not be used for any other sites.

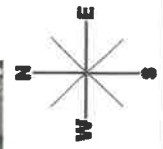
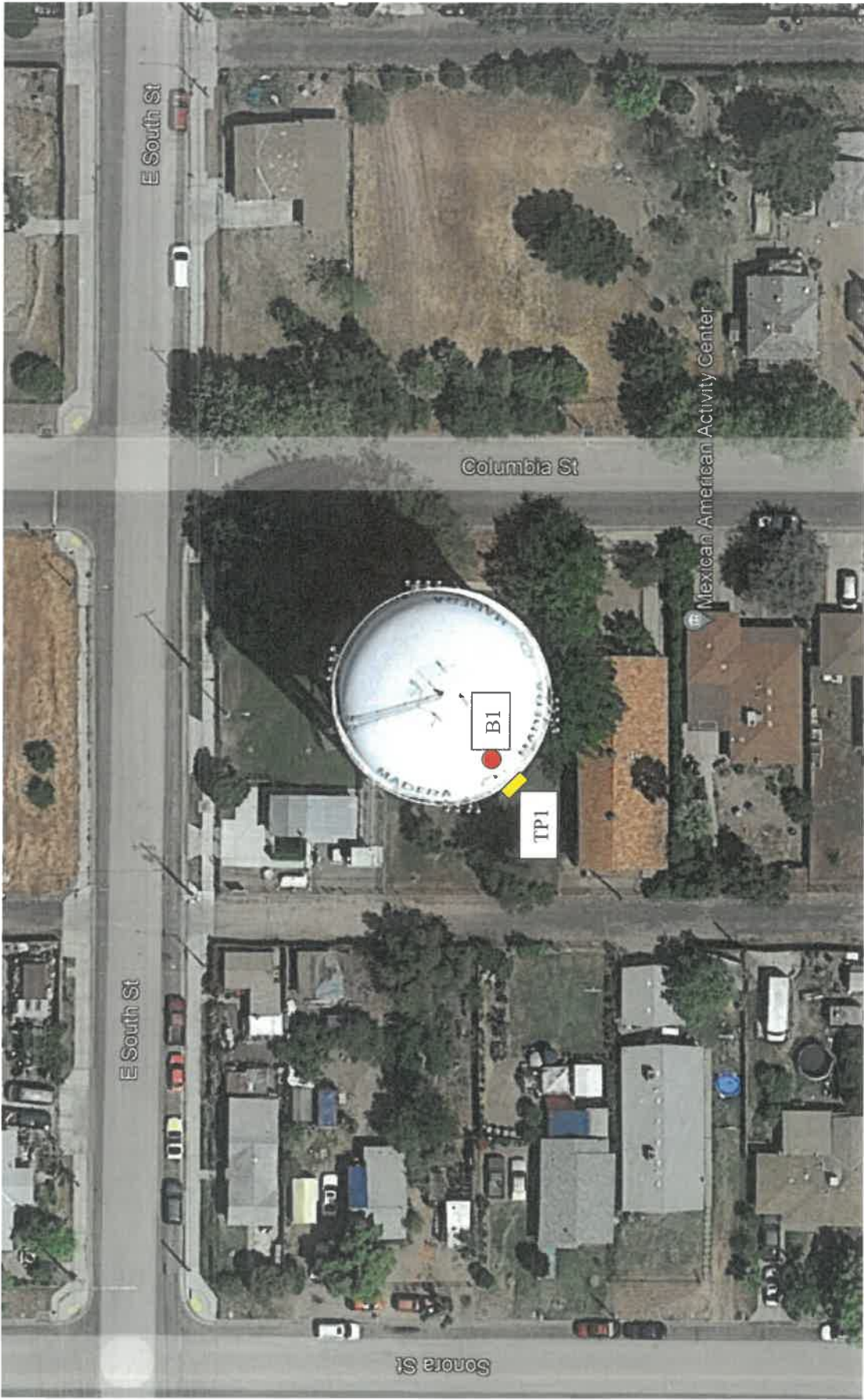
If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.

David R. Jarosz, II
Managing Engineer
RGE No. 2698/RCE No. 60185



DRJ:ht



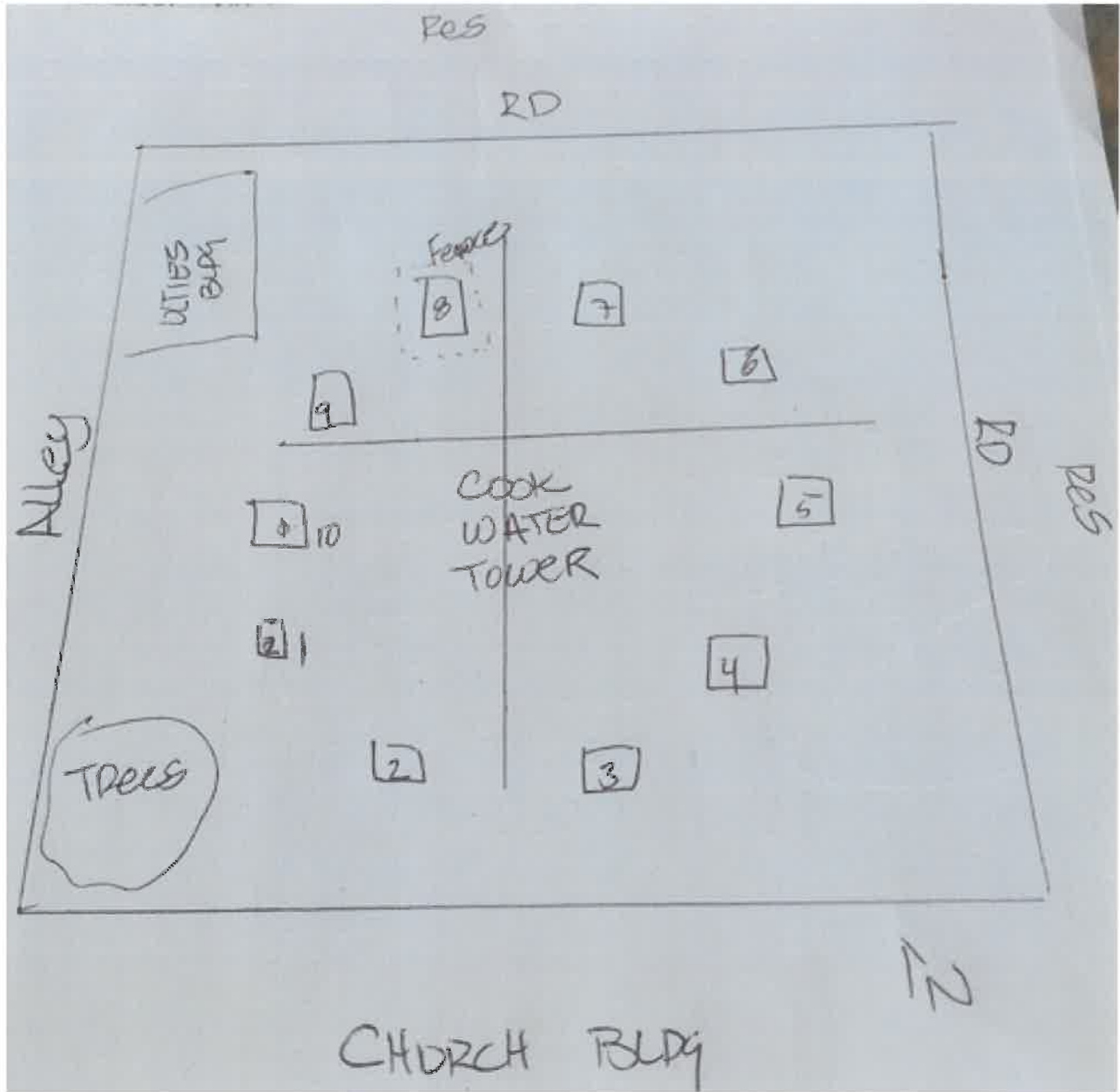
- APPROXIMATE BORING LOCATION
- APPROXIMATE TEST PIT LOCATION

SITE MAP

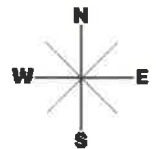
Loy E. Cook Water Tower
E. South Street and Columbia Street
Madera, California

Scale:	NTS	Date:	May 2022
Drawn by:	HT	Approved by:	DJ
Project No.	012-22051	Figure No.	1





1 PIER LOCATION NUMBER



Pier Locations Loy E. Cook Water Tower E. South Street and Columbia Street Madera, California	Scale: NTS	Date: June 2022	
	Drawn by: HT	Approved by: DJ	
	Project No. 012-22051	Figure No. 2	

APPENDIX A

FIELD AND LABORATORY INVESTIGATIONS

Field Investigation

The field investigation consisted of a surface reconnaissance and a subsurface exploratory program. One exploratory boring and one test pit were advanced. The boring and test pit locations are shown on the site plan.

The soils encountered were logged in the field during the exploration, and with supplementary laboratory test data are described in accordance with the Unified Soil Classification System.

Modified standard penetration tests were performed at selected depths. This test represents the resistance to driving a 2½ inches diameter core barrel. The driving energy was provided by a hammer weighing 140 pounds falling 30 inches. Relatively undisturbed soil samples were obtained while performing this test. Bag samples of the disturbed soil were obtained from the auger cuttings. All samples were returned to our Clovis laboratory for evaluation.

Laboratory Investigation

The laboratory investigation was programmed to determine the physical and mechanical properties of the foundation soil underlying the site. Test results were used as criteria for determining the engineering suitability of the surface and subsurface materials encountered.

In-situ moisture content, dry density, consolidation, direct shear and sieve analysis tests were determined for the undisturbed samples representative of the subsurface material. These tests, supplemented by visual observation, comprised the basis for our evaluation of the site material.

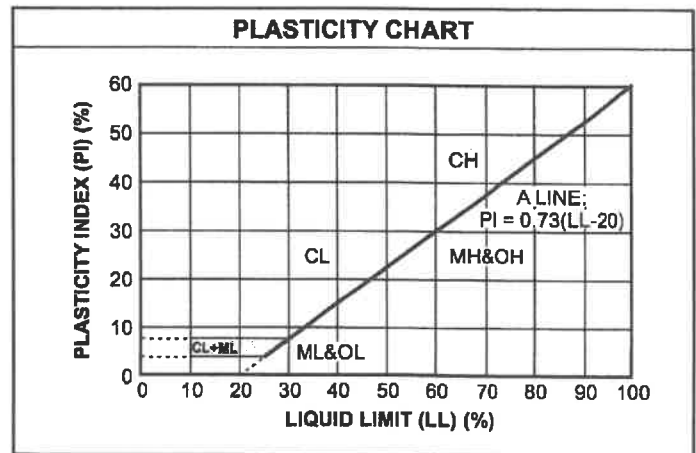
The logs of the exploratory boring, test pit and laboratory determinations are presented in this Appendix.

UNIFIED SOIL CLASSIFICATION SYSTEM

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART		
COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size.)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)	
	GW	Well-graded gravels, gravel-sand mixtures, little or no fines
	GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
	GM	Silty gravels, gravel-sand-silt mixtures
	GC	Clayey gravels, gravel-sand-clay mixtures
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size	Clean Sands (Less than 5% fines)	
	SW	Well-graded sands, gravelly sands, little or no fines
	SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
	SM	Silty sands, sand-silt mixtures
	SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	CH	Inorganic clays of high plasticity, fat clays
	OH	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS	PT	Peat and other highly organic soils

CONSISTENCY CLASSIFICATION	
Description	Blows per Foot
<i>Granular Soils</i>	
Very Loose	< 5
Loose	5 – 15
Medium Dense	16 – 40
Dense	41 – 65
Very Dense	> 65
<i>Cohesive Soils</i>	
Very Soft	< 3
Soft	3 – 5
Firm	6 – 10
Stiff	11 – 20
Very Stiff	21 – 40
Hard	> 40

GRAIN SIZE CLASSIFICATION			
Grain Type	Standard Sieve Size	Grain Size in Millimeters	
Boulders	Above 12 inches	Above 305	
Cobbles	12 to 13 inches	305 to 76.2	
Gravel	3 inches to No. 4	76.2 to 4.76	
	Coarse-grained	3 to ¾ inches	76.2 to 19.1
	Fine-grained	¾ inches to No. 4	19.1 to 4.76
Sand	No. 4 to No. 200	4.76 to 0.074	
	Coarse-grained	No. 4 to No. 10	4.76 to 2.00
	Medium-grained	No. 10 to No. 40	2.00 to 0.042
	Fine-grained	No. 40 to No. 200	0.042 to 0.074
Silt and Clay	Below No. 200	Below 0.074	



Log of Boring B1

Project: Loy E. Cook Water Tower

Project No: 012-22051

Client: Beyaz & Patel

Figure No.: A-1

Location: E. South Street and Columbia Street, Madera, California

Logged By: R. Alexander

Depth to Water>

Initial: None

At Completion: None

SUBSURFACE PROFILE			SAMPLE				Penetration Test blows/ft	Water Content (%)					
Depth (ft)	Symbol	Description	Dry Density (pcf)	Moisture (%)	Type	Blows/ft.		20	40	60	10	20	30
0		Ground Surface											
0 - 2		SILTY SAND (SM) FILL, fine- to medium-grained; brown, damp, drills easily	118.4	6.8		11							
2 - 3		Moist below 3 feet											
3 - 6			126.7	10.2		12							
6 - 8		SILTY SAND (SM) Medium dense, fine- to medium-grained; brown, damp, drills easily	116.2	18.7		16							
8 - 10		SILTY SAND (SM) Very dense, fine- to medium-grained, moderately cemented; brown, damp, drills hard	117.7	13.0		50+							
10 - 14													
14 - 16		SAND (SP) Medium dense, fine- to medium-grained; brown, damp, drills easily	118.0	15.2		22							
16 - 20													

Drill Method: Solid Flight

Drill Date: 3-30-22

Drill Rig: CME 45C

Krazan and Associates

Hole Size: 4½ Inches

Driller: Eddie Tapia

Elevation: 50 Feet

Sheet: 1 of 3

Log of Boring B1

Project: Loy E. Cook Water Tower

Project No: 012-22051

Client: Beyaz & Patel

Figure No.: A-1

Location: E. South Street and Columbia Street, Madera, California

Logged By: R. Alexander

Depth to Water >

Initial: None

At Completion: None

SUBSURFACE PROFILE			SAMPLE				Penetration Test blows/ft	Water Content (%)
Depth (ft)	Symbol	Description	Dry Density (pcf)	Moisture (%)	Type	Blows/ft.		
22			131.6	5.9		28	■	
24								
26		SILTY SAND (SM) Medium dense, fine- to medium-grained; brown, moist, drills easily	109.9	17.9		37	■	
28								
30			102.1	17.5		28	■	
32								
34		SAND (SP) Medium dense, fine-grained; gray, damp, drills easily						
36			99.3	10.4		34	■	
38								
40		Dense below 40 feet						

Drill Method: Solid Flight

Drill Date: 3-30-22

Drill Rig: CME 45C

Krazan and Associates

Hole Size: 4½ Inches

Driller: Eddie Tapia

Elevation: 50 Feet

Sheet: 2 of 3

Log of Boring B1

Project: Loy E. Cook Water Tower

Project No: 012-22051

Client: Beyaz & Patel

Figure No.: A-1

Location: E. South Street and Columbia Street, Madera, California

Logged By: R. Alexander

Depth to Water >

Initial: None

At Completion: None

SUBSURFACE PROFILE			SAMPLE				Penetration Test blows/ft			Water Content (%)			
Depth (ft)	Symbol	Description	Dry Density (pcf)	Moisture (%)	Type	Blows/ft.	20 40 60			10 20 30 40			
							42	[Symbol]	Medium dense below 45 feet	103.5	4.7		50
44													
46			106.0	4.7		34							
48													
50		End of Borehole											
52													
54													
56													
58													
60													

Drill Method: Solid Flight

Drill Date: 3-30-22

Drill Rig: CME 45C

Krazan and Associates

Hole Size: 4½ Inches

Driller: Eddie Tapia

Elevation: 50 Feet

Sheet: 3 of 3

Log of Test Pit TP1

Project: Loy E. Cook Water Tower

Project No: 012-22051

Client: Beyaz & Patel

Figure No.: A-2

Location: E. South Street and Columbia Street, Madera, California

Logged By: R. Alexander

Depth to Water>

Initial: None

At Completion: None

SUBSURFACE PROFILE			SAMPLE				Penetration Test			Water Content (%)				
Depth (ft)	Symbol	Description	Dry Density (pcf)	Moisture (%)	Type	Blows/ft.	blows/ft							
							20	40	60	10	20	30	40	
0		Ground Surface												
0		SILTY SAND (SM) FILL, fine- to medium-grained; brown, damp, digs firmly												
2		Light brown and digs hard below 3 feet												
4														
6		End of Test Pit												
8														
10														
12														
14														
16														
18														
20														

Method: Backhoe

Excavation Date: 3-30-22

Backhoe/Excavator: CASE 580N

Krazan and Associates

Pit Size: 24 Inches

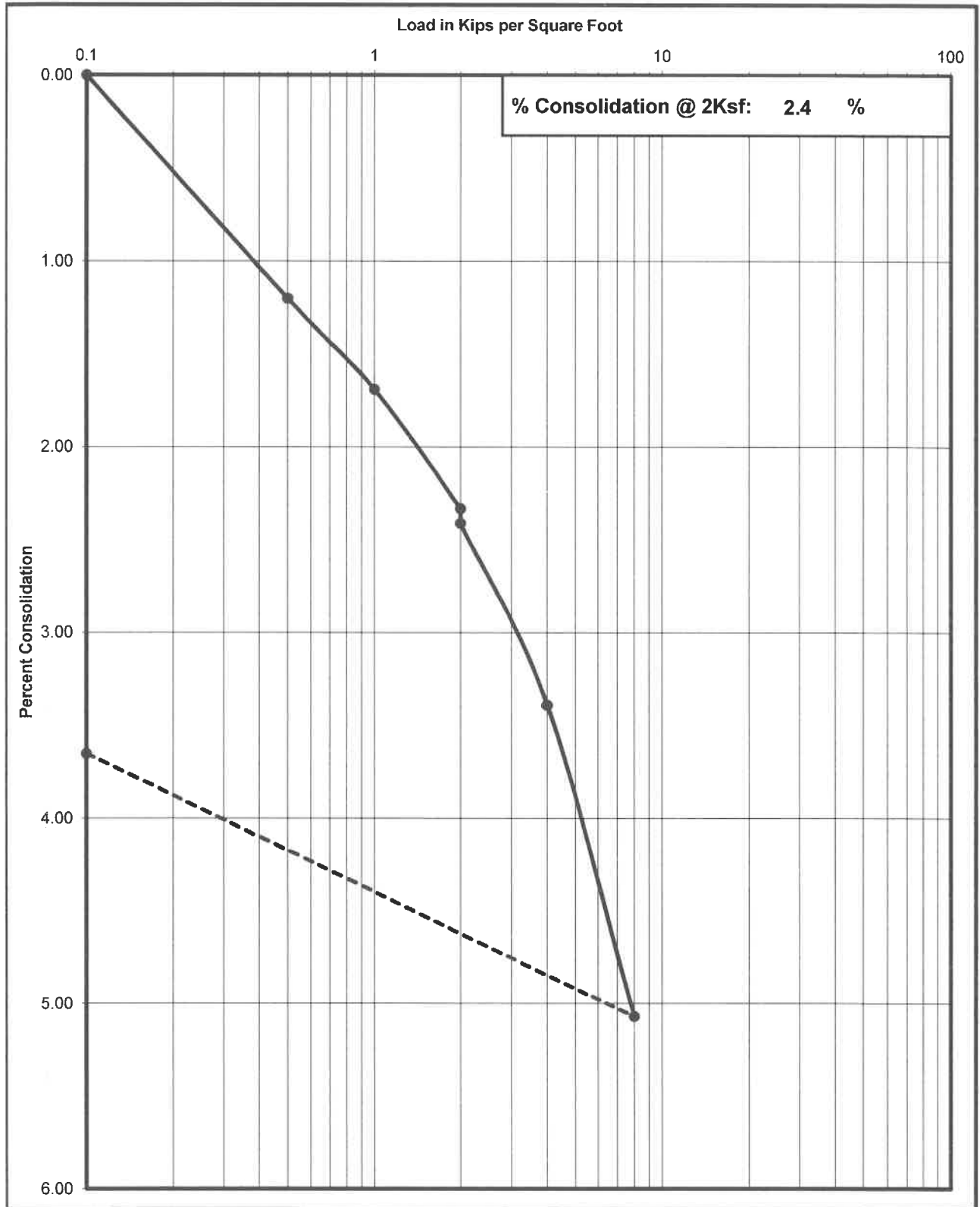
Operator: Eddie Tapia

Elevation: 6 Feet

Sheet: 1 of 1

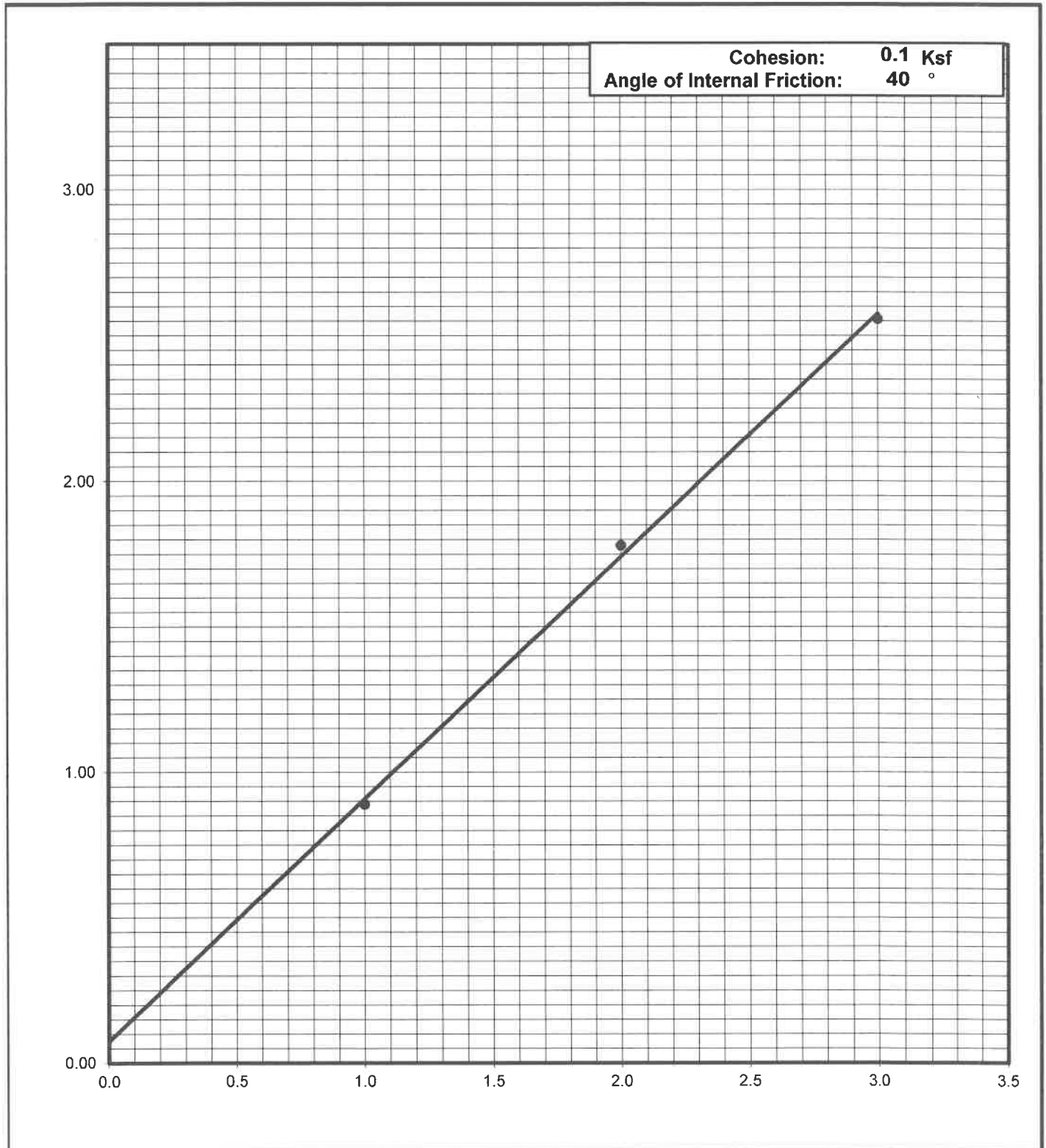
Consolidation Test

Project No	Boring No. & Depth	Date	Soil Classification
012-22051	B1 @ 7.5-8.5'	4/8/2022	SM



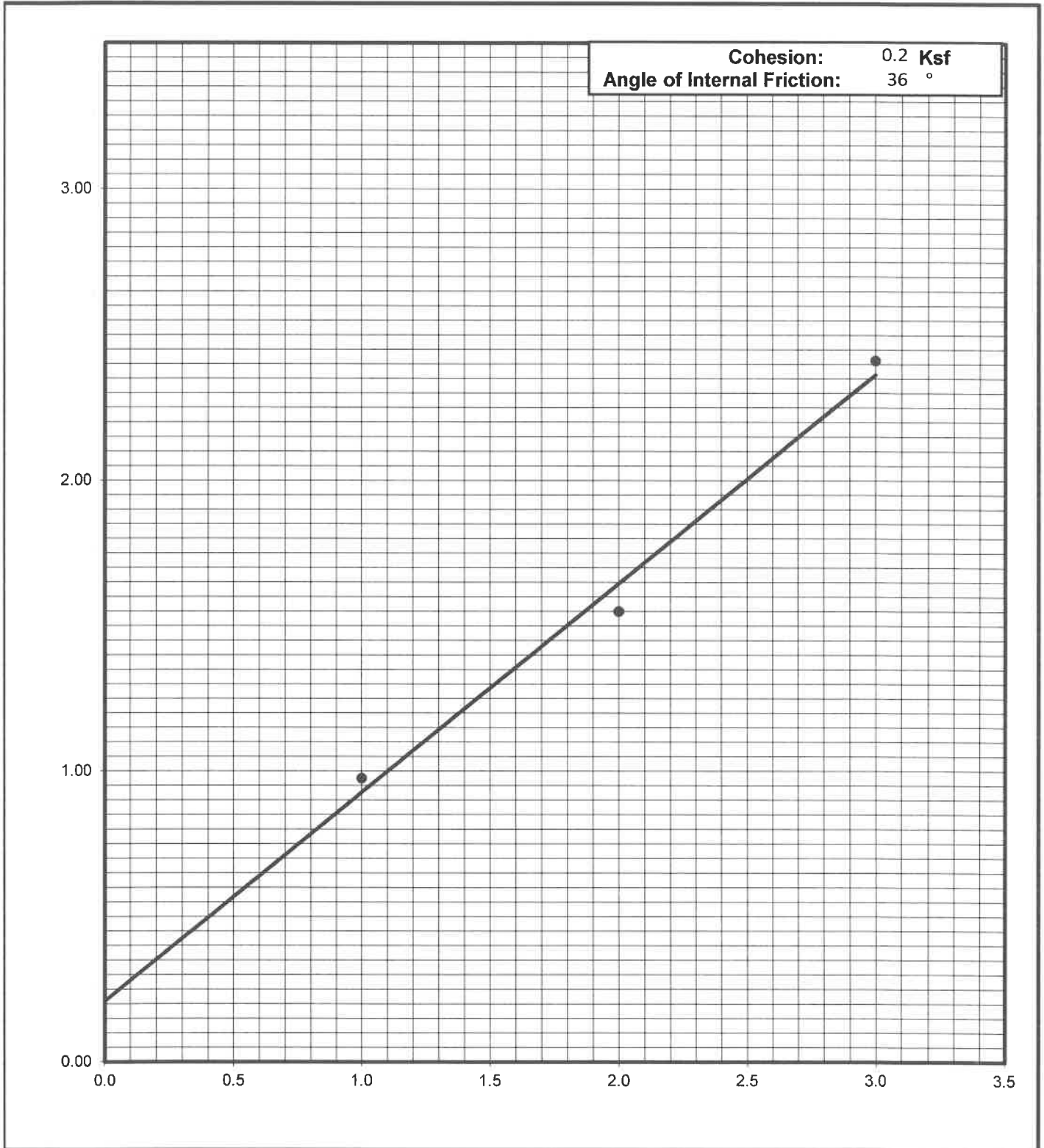
Shear Strength Diagram (Direct Shear)
ASTM D - 3080 / AASHTO T - 236

Project Number	Boring No. & Depth	Soil Type	Date
012-22051	B1 @ 2-3'	SM	4/8/2022



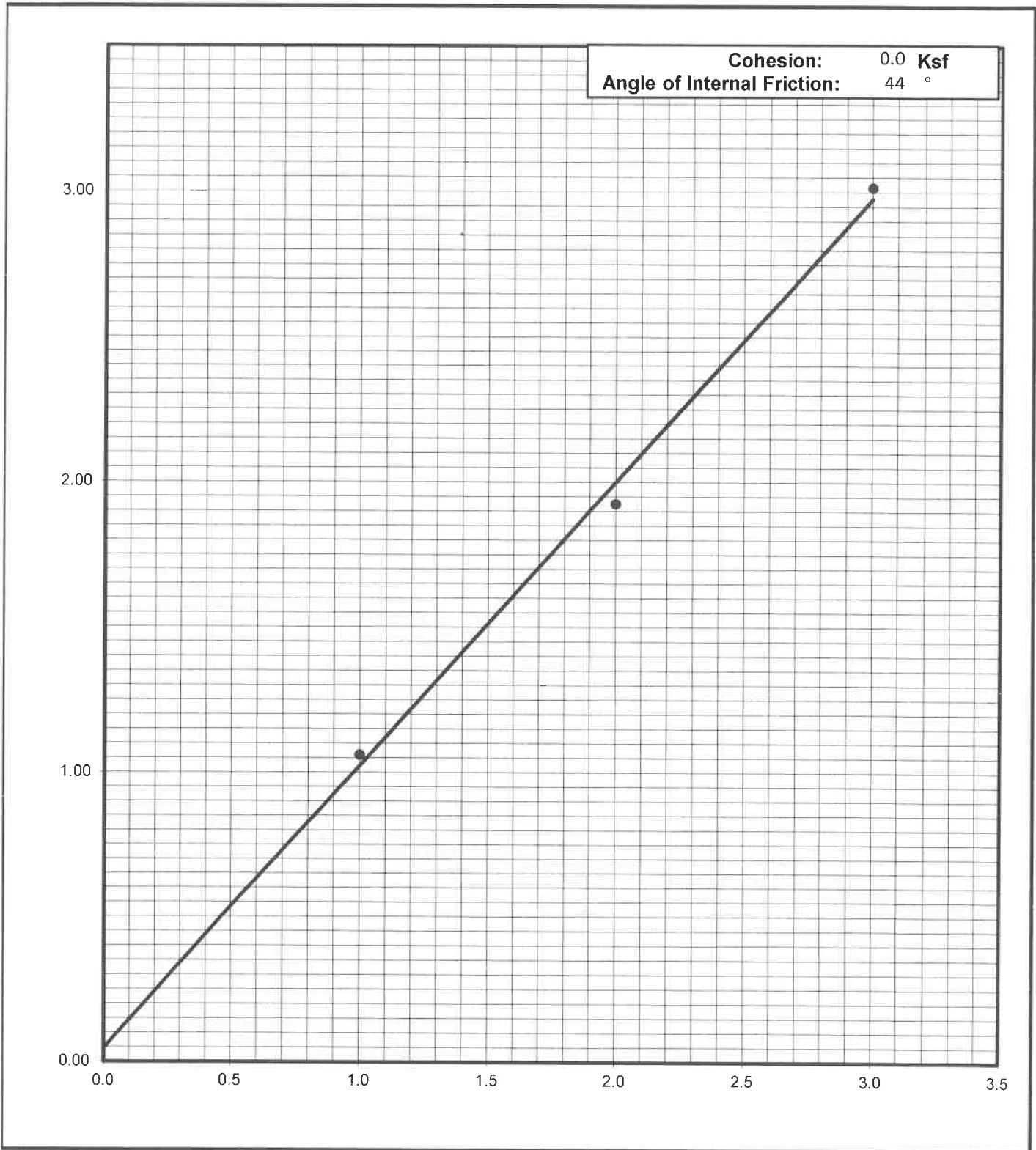
Shear Strength Diagram (Direct Shear)
ASTM D - 3080 / AASHTO T - 236

Project Number	Boring No. & Depth	Soil Type	Date
012-22051	B1 @ 5-6'	SM w/ clay	4/8/2022



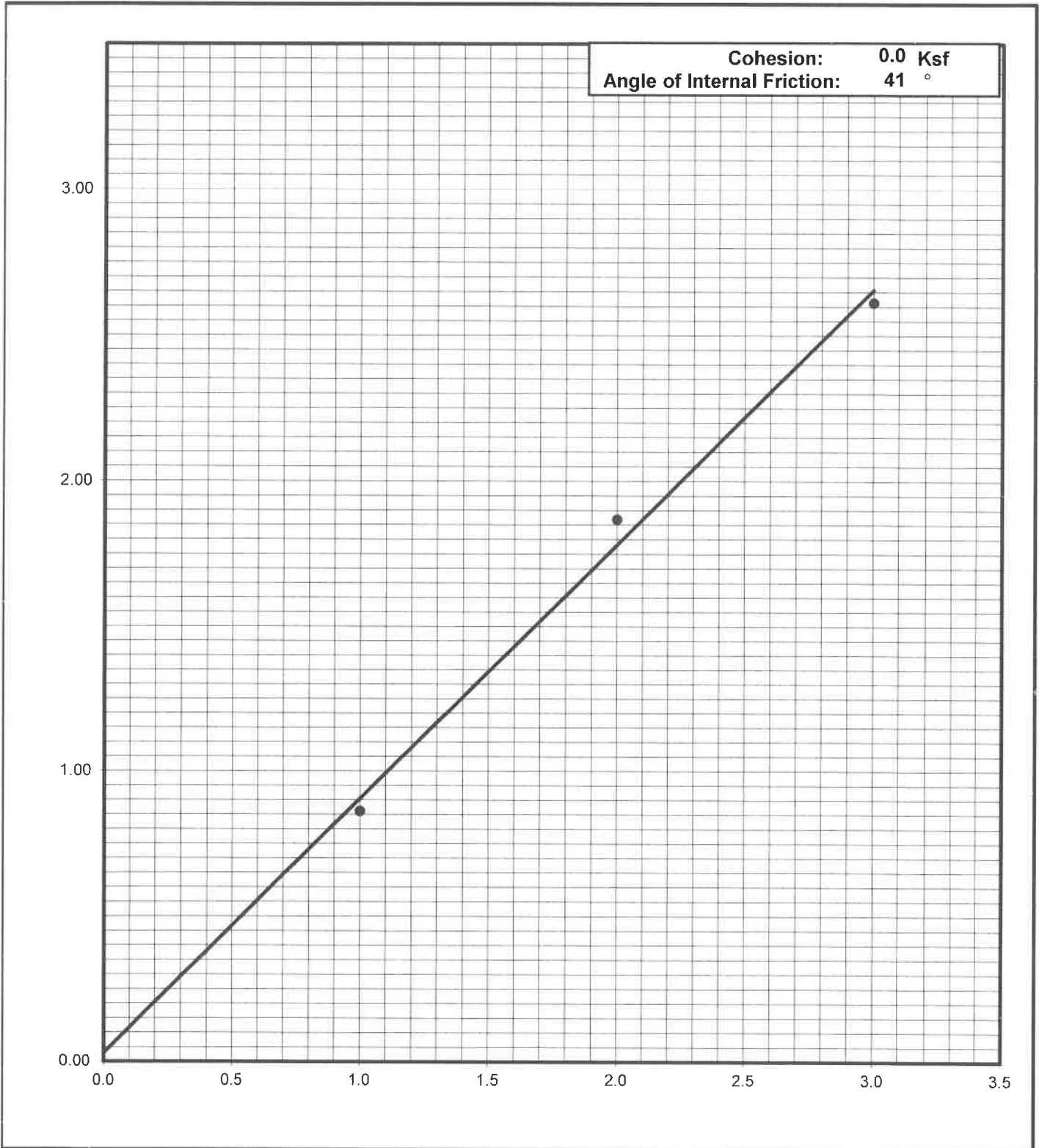
Shear Strength Diagram (Direct Shear)
ASTM D - 3080 / AASHTO T - 236

Project Number	Boring No. & Depth	Soil Type	Date
012-22051	B1 @ 25-26'	SC/SP	8/3/2022



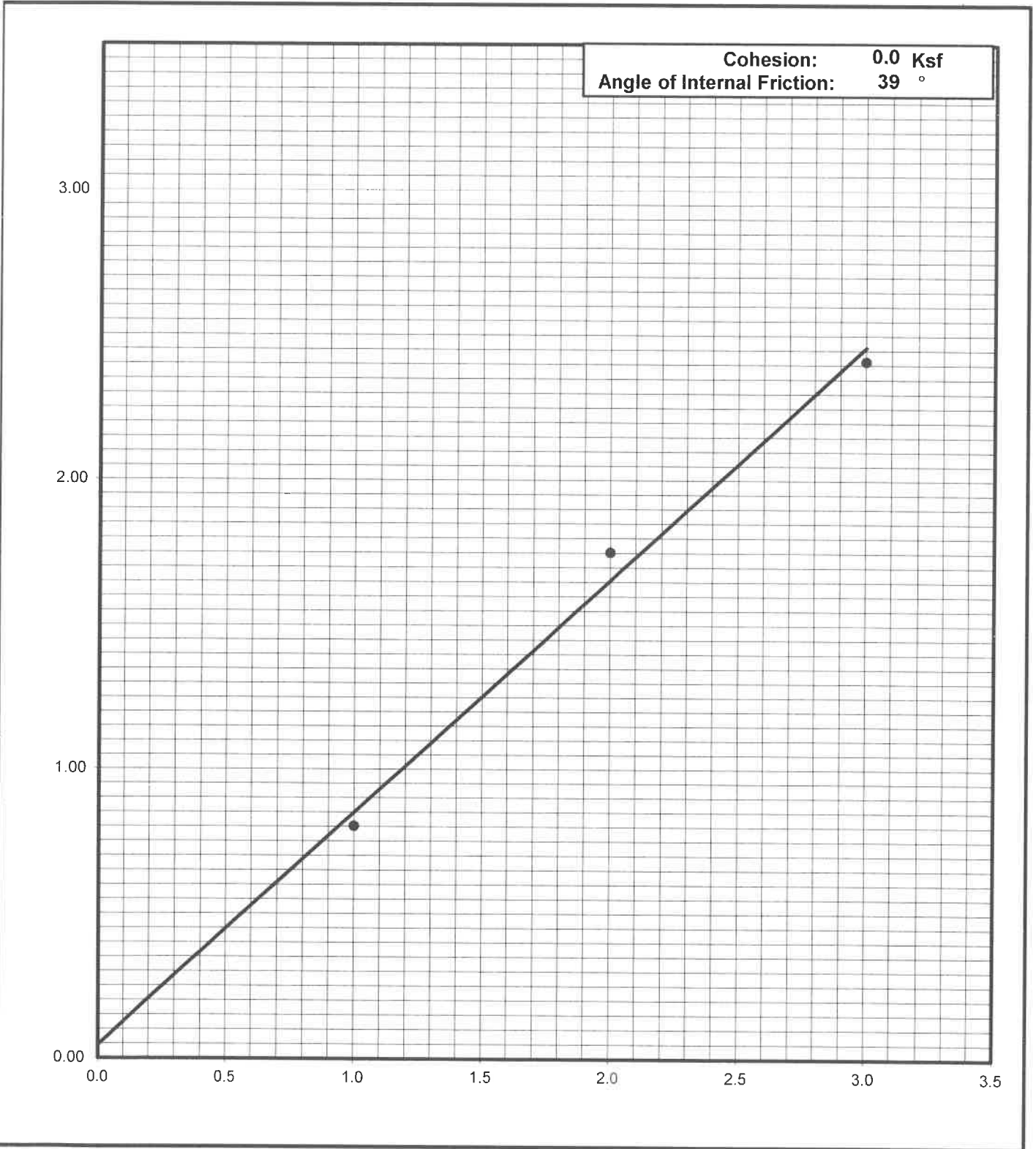
Shear Strength Diagram (Direct Shear)
ASTM D - 3080 / AASHTO T - 236

Project Number	Boring No. & Depth	Soil Type	Date
012-22051	B1 @ 30-31'	SM/SP	8/3/2022

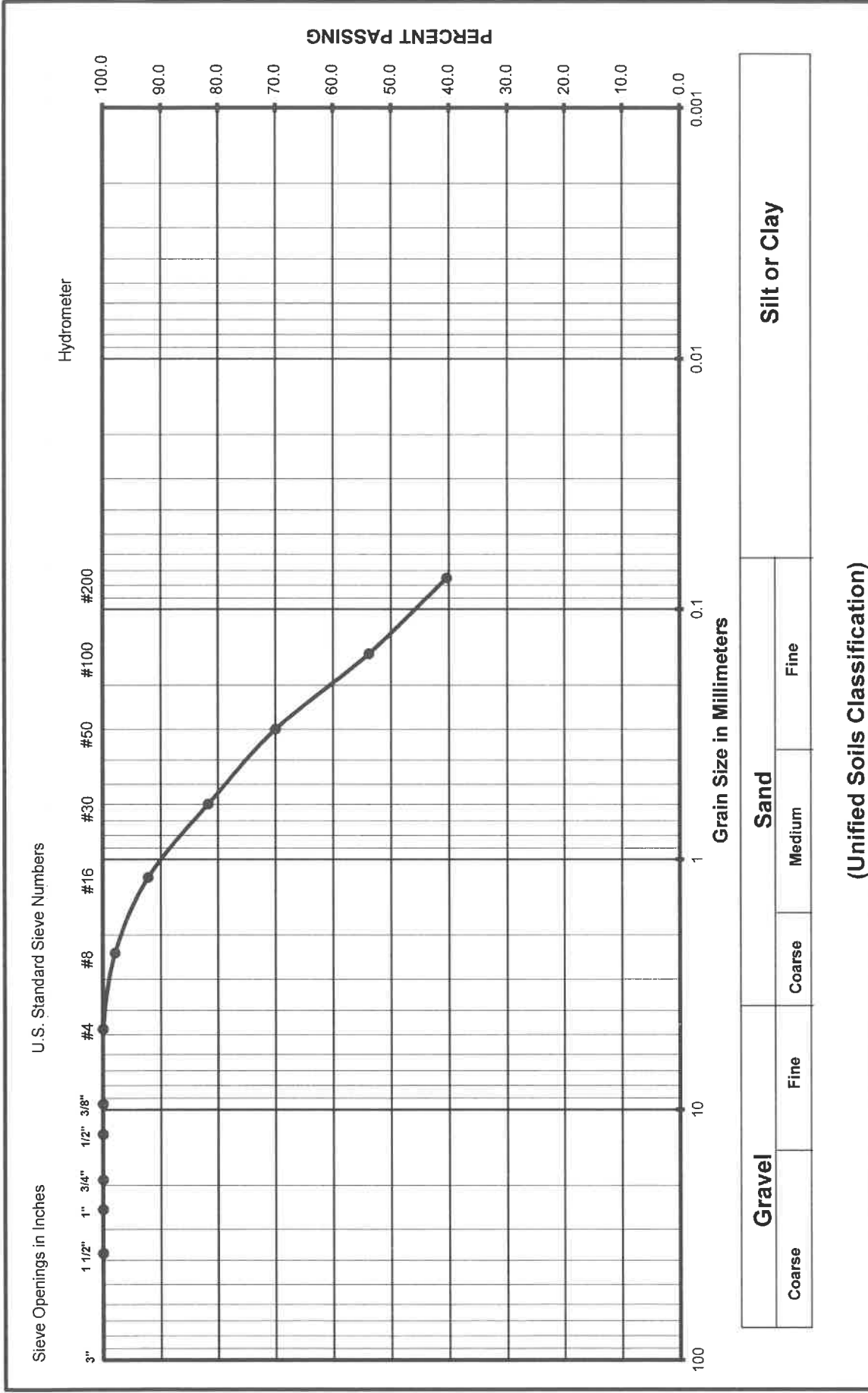


Shear Strength Diagram (Direct Shear)
ASTM D - 3080 / AASHTO T - 236

Project Number	Boring No. & Depth	Soil Type	Date
012-22051	B1 @ 35-36'	SM/SP	8/3/2022



Grain Size Analysis



Project Name
 Project Number
 Soil Classification
 Sample Number

Loy E. Cook Water Tower
 012-22051
 SM
 B1 @ 7.5-8.5'

(Unified Soils Classification)



Job Summary

Job Date : 3/30/2022

Customer	Krazan & Associates, Inc.	Phone Number	(559) 351-2884
-----------------	---------------------------	---------------------	----------------

Billing Address	City	State	Zip
Enviromental Department	Clovis	CA	93612

Job Details

Jobsite Location	E SOUTH ST. & COLUMBIA ST., MADERA
City	MADERA
State	CA

WA Number	340003
Job Num	01622251LOYCOOKWATERTOWER
PO Num	

Lead Technician	MAGANA, ROBERT	Phone	213-200-6626	Email	robert.magana@gprsinc.com
------------------------	----------------	--------------	--------------	--------------	---------------------------

Thank you for using GPRS on your project. We appreciate the opportunity to work with you. If you have questions regarding the results of this scanning, please contact the lead GPRS technician on this project.

EQUIPMENT USED

The following equipment was used on this project:

- Concrete Scanning GPR antenna. Typical depths achieved are up to 12-24 inches, depending on concrete conditions. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors.

Work Performed

Ground Penetrating Radar Systems performed the following work on this project:

Concrete Analysis

The scope of work included scanning designated areas to gather data to assist in analysis of the concrete.

The data collected at each area includes:

- Average spacing of reinforcing, or the number of bars in a given area
- Rebar cover: the thickness of concrete over the top of the rebar. Depth/cover accuracy depends on the ability to obtain an accurate dielectric (radar wave/signal speed). The dielectric is most affected by moisture content.
- Each area which was scanned measures approximately inches By inches.
- 1 areas were scanned on beams.
- Scanned concrete slab to provide rebar depth and spacing
- The effective depth of GPR will vary throughout a site depending on a variety of conditions such as roofing material, moisture content, amount of reinforcing steel, etc. At this site, the maximum effective GPR depth was approximately 6-7 inches.
- Rebar was spaced out an average of 12 in and top rebar from surface scanned was 3.5in, one bottom rebar was picked up at 5.5in deep, sprayed painted rebar black and bottom rebar blue borders were placed in white

Pictures



Job Summary

Job Date : 3/30/2022



TERMS & CONDITIONS

https://www.gp-radar.com/legal/terms-conditions?utm_source=jobsummary&utm_medium=referral

SIGNATURE

A handwritten signature in black ink, appearing to read "Ian Beatty". The signature is written in a cursive, stylized font.

Contact Name

Ian Beatty (559) 351-2884 ianbeatty@krazan.com



SUBSURFACE INVESTIGATION METHODOLOGY

POWERING THE INDUSTRY STANDARD

Proper training, multiple technologies, and a field-tested methodology are the key to a successful utility locate, concrete scan, and video pipe inspection. GPRS is a master of all three components by utilizing the SIM Specification.

✓ TRAINING

The industry standard recommends 8 hours as a minimum for training and 60 hours practicing GPR to become certified NDT Level I in Ground Penetrating Radar. In contrast, SIM requires 320 hours of mentorship in the field prior to 60 hours of classroom/hands-on training.

In addition, the classroom training reinforces what a technician learns in the field. This classroom setting also allows them to go deeper into the technical aspects and knowledge needed to perform their jobs at the highest level.

✓ EQUIPMENT

Subsurface Investigation Methodology (SIM) requires multiple technologies to be used in an investigation. With any investigation, more data points yield the best outcome. When SIM qualified technicians locate a subsurface target such as a pipe, utility, or reinforcing with more than one technology, it confirms the accuracy of the locate. This redundancy also reduces the likelihood of missing a buried target. Redundant results bear more data points; by locating pipes and other targets with different methods utilizing each tool's strengths and weaknesses, technicians reduce the risk of missing key site information.

✓ METHODOLOGY

The SIM specification is a tested process that allows technicians to acquire accurate and repeatable results. SIM is similar to a machine that requires multiple gears, all working in unison for it to function properly. One of the most critical gears and steps in the SIM process is the repeated methodology that technicians must know for each project.

A solid, repeatable methodology guarantees that a concrete scanning, utility locating, or video pipe inspection job can be performed by a seasoned professional but also by a new-to-the-business technician. When the SIM methodology is followed, it allows technicians to achieve the same results regardless of their experience in the field.

SIMSPEC.ORG



DATE: 3/30/2022
 PROJECT #: 01222051
 PROJECT: Loy E Cook Water Tower
 LOCATION: E. South St & Columbia, Madera Ca
 KA P.M.: David Juroz

SET COUNT: _____
 CONTRACTOR: _____
 I.O.R.: _____
 INSPECTOR: Rob Romanazzi
 JURISDICTION: _____
 WEATHER: clear TEMP: 45-70

STRUCTURAL STEEL

FIELD SHOP WELDING VISUAL MATERIAL ID U.T. M.T. P.T.

Item(s) Inspected:
 Water Tower 1-1/4" diameter Anchor Rod. Performed NDE Ultrasound longitudinal examination of (2) anchor rods for length determination at the sw 240* pier location. See page two NDE report.

Location:

Welder qualification / certification verified for:

Position:	<input type="checkbox"/> FLAT	<input type="checkbox"/> VERTICAL	<input type="checkbox"/> OVERHEAD	<input type="checkbox"/> HORIZONTAL	Filler Metal:
Process:	<input type="checkbox"/> SMAW	<input type="checkbox"/> FCAW	<input type="checkbox"/> SAW	<input type="checkbox"/> GMAW	<input type="checkbox"/> Other:
Weld Type:	<input type="checkbox"/> FILLET	<input type="checkbox"/> C.J.P.	<input type="checkbox"/> PLUG	<input type="checkbox"/> P.P.	<input type="checkbox"/> Other:
Weld Size:	<input type="checkbox"/> 3/16"	<input type="checkbox"/> 1/4"	<input type="checkbox"/> 3/8"	<input type="checkbox"/> 5/16"	<input type="checkbox"/> Other:
Codes:	<input checked="" type="checkbox"/> AWS	<input type="checkbox"/> AISC	<input type="checkbox"/> TITLE 21	<input type="checkbox"/> TITLE 24	<input checked="" type="checkbox"/> CBC <input type="checkbox"/> ASME

NOTES DISCREPANCIES _____ % COMPLETE

To the best of my personal knowledge, as defined per CAC 7-151, the above WAS performed in accordance with the approved plans, specifications and regulatory requirements.

Superintendent/Representative:

Technician:


 Robert Romanazzi
 CWI 93020381
 QC1 EXP. 2/1/2023

Offices Serving the Western United States
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GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

ULTRASONIC EXAMINATION REPORT FORM

PROJECT Loy E Cook Water Tower CUSTOMER _____
 DATE: 3-30-2022 ATTENTION _____
 PROJECT # 0122051 ADDRESS _____
 LOCATION E. South St. & Columbia National St. Weld Joint AWS _____
 Code Work Performed to: AWSD 11 Procedure KRZ.NDT.UTSP.01 Rev _____
 Specification/Quality Req. none Weld Process SMAW FCAW GMAW SAW

UT Instrument Transducer Long Transducer Angle Calibration Block
 Manuf. OLYMPUS Manuf. OLYMPUS A1075-PP Manuf. _____ IIW DSC
 Model. EPOCH 650 Size 1" dia - 5.0 MHz Size _____ Other 1" AR
 Serial # 190814303 Serial # 1367030 Serial # _____ SN K2W008

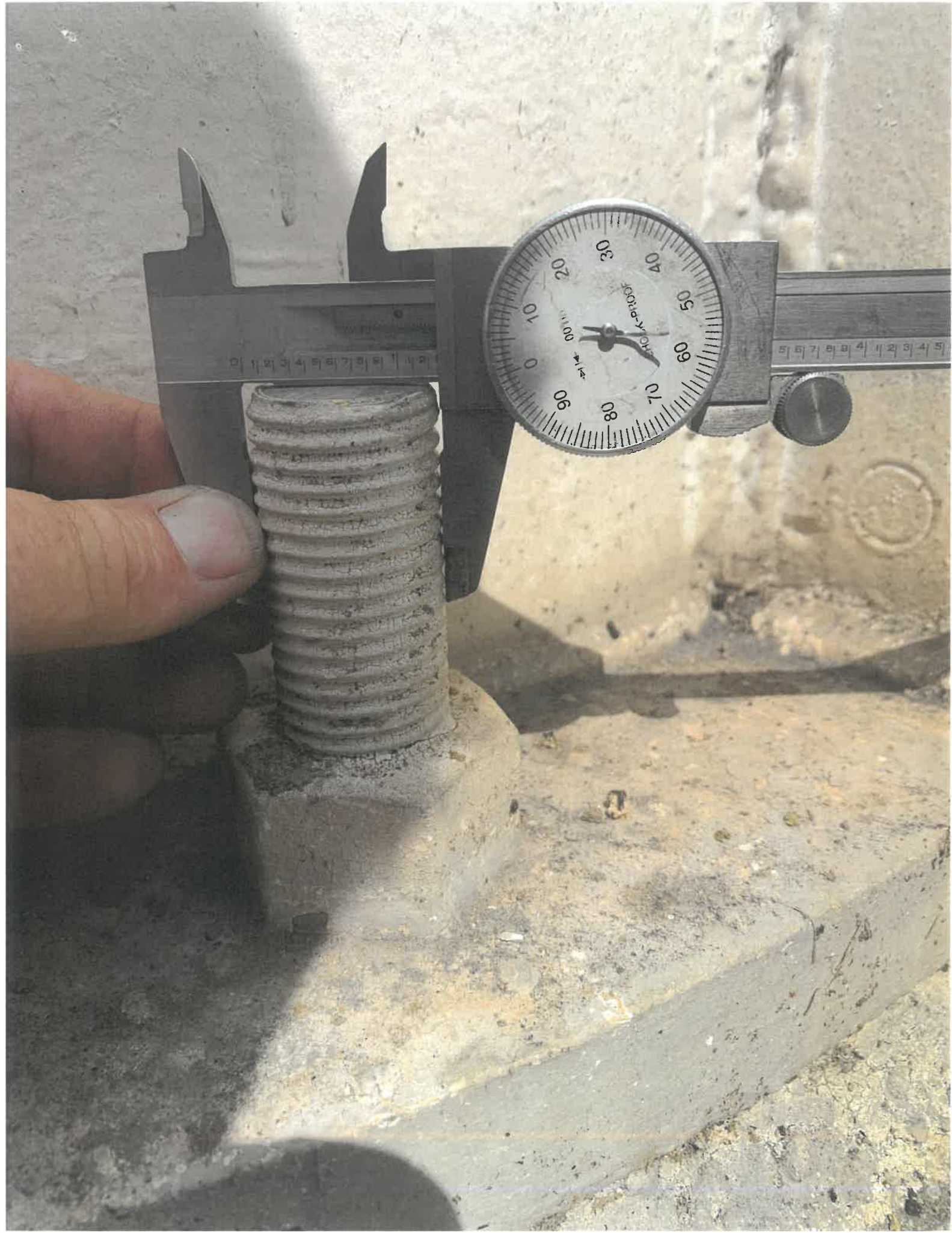
Weld Identification	Reject Number	Wedge Angle (measured)	From Seaming Face	Leg flaw was detected	Decibels				Discontinuity			Accept/Reject	Thickness	Remarks	
					a	b	c	d	Sound Path (SP)	Length (6 dB drop to acceptable rating) depth (recording greatest depth after 6dB drop)	Location				
					Indication Level	Reference Level	Attenuation Factor SP - 1 x 2 (Round)	Indication Rating	X		Y				
<u>1 1/4" Anchor Rod</u>		<u>0°</u>	<u>A</u>	<u>M</u>										<u>→ 72.9 see below</u>	
<u>1 1/4" Anchor Rod</u>		<u>0°</u>	<u>A</u>	<u>M</u>										<u>→ 72.8</u>	

Comments: Tower Pier Foundation at 240° S.W.
Calibration for 100 inch Range.

NDE Testing is subjective and subject to inherent limitations of methodology. This report is not to be construed as a guarantee or warranty of the materials or welds tested. Client is responsible for the permanent identification of welds and material for location. The statements in this record are correct and the welds were prepared for testing and tested in conformance with the requirements of the current edition of:

Technician: Robert Romanello [Signature] Level: II Date: 3-30-2022
 Print Signature

Reviewed By: _____ / _____ Level: _____ Date: _____
 Print Signature



APPENDIX D

Water Tower Inspection Report



P. O. Box 801357
Santa Clarita, CA 91380-2316
Phone: 877.274.2422
Fax: 661.775.7628
www.CSIServices.biz

Providing Quality Technical Services to the Coating Industry

Via E-mail

April 24, 2022

Subhash Patel
General Manager
Beyaz & Patelfill
10920 Via Frontera, Suite 210
San Diego, CA 92127

Email: spatel@beyazpatel.com
Phone: 858.735.9988

Subject: Final Report - Tank Maintenance Inspection

Re: City of Madera, Elevated Water Storage Tank

Dear Subhash:

Please find attached the final report for the evaluation that was completed on the above referenced tank. Also attached is our invoice.

Thank you for your business and please let me know if you have any questions or comments about our findings. I can always be reached at 951.609.6991 or by e-mail at rgordon@csiservices.biz.

Sincerely,
CSI Services, Inc.

A handwritten signature in blue ink that reads 'N. Randy Gordon'.

N. Randy Gordon, PCS
Technical Services Manager

Hawaiian Office: P.O. Box 671, Aiea, HI 96701
Northern California Office: P.O. Box 371, Sonoma, CA 95476
Coating Specialists and Inspection Services, Inc.

Consulting

Evaluations

Tank Diving

Inspection



P. O. Box 801357, Santa Clarita, CA 91380 877.274.2422

**Final Report
Maintenance Inspection
Loy E. Cook Elevated Water Storage Tank
City of Madera**



Prepared for:

Subash Patel
General Manager
Beyaz & Patel
10920 Via Frontera, Suite 210
San Diego, CA 92127

Prepared by:

CSI Services, Inc.

A handwritten signature in blue ink that reads 'N. Randy Gordon'.

N. Randy Gordon, PCS
Technical Services Manager

April 24, 2022

***Hawaiian Office: P.O. Box 671, Aiea, HI 96701
Northern California Office: P.O. Box 371, Sonoma, CA 95476
Coating Specialists and Inspection Services, Inc.***

Consulting

Evaluations

Tank Diving

Inspection



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Introduction Page 1

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Field Evaluation Page 3

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Discussion..... Page 6

Recommendations..... Page 9

Attachments

- Field Notes
- Exterior Photos
- Interior Photos
- CSI Chart 1 – General Description of Conditions
- CSI Chart 2 – Rust Grade Criteria
- CSI Chart 3 – Corrosion Grade Criteria
- CSI Chart 4 – Coating Chalking Criteria
- CSI Chart 5 – Coating Adhesion Criteria
- CSI Chart 6 – Coating Blistering Criteria

Hawaiian Office: P.O. Box 671, Aiea, HI 96701
Northern California Office: P.O. Box 371, Sonoma, CA 95476
Coating Specialists and Inspection Services, Inc.



Introduction

The City of Madera authorized CSI Services, Inc. (CSI) to evaluate the condition of the interior lining and exterior paint on the Loy E. Cook Elevated Potable Water Storage Tank owned and operated by the City. This report documents the findings of the inspection and includes recommendations for maintenance work.

Maintenance recommendations have been made in accordance with the requirements of American Water Works Association's Standard D102 "Coating Steel Water Storage Tanks," Standard M42 "Steel Water Storage Tanks, and CSI's experience with evaluating thousands of water storage facilities. The scope of this assignment did not include the evaluation of structural attributes (i.e. seismic analysis, etc.). A photo summary and narrated videos are also included to document the condition of the tank.

The field-work was completed on Wednesday, March 2, 2022 by a team primarily comprised of Steven Metcalf, Anthony Jackson and Steven Metcalf Jr. The exterior base observations were made mostly from grade level, the shell was observed from the walkway, while the exterior of the roof and areas adjacent to the ladder were examined close-up. The interior inspection was carried out with the tank's water level at approximately 22 feet using special underwater diving equipment and techniques. Steven Metcalf was the site supervisor and Anthony Jackson was the lead diver. Mr. Randy Gordon, Technical Services Manager, reviewed the results of the field data and prepared recommendations for maintenance repairs. Mr. Gordon is a certified Level 3 inspector through both SSPC and NACE, an SSPC Certified Protective Coating Specialist, and has evaluated thousands of storage tanks.

CSI is a third-party independent consulting engineering firm that specializes in tank evaluations with specific expertise in protective coatings and linings. CSI provides many different services including dry and underwater evaluations, failure analysis, expert witness, evaluations, and in-process coating application inspection and testing.

Summary

The paint system applied to the exterior of the tank was found to be in overall fair condition. The paint had severe chalking at the shell and roof locations, poor adhesion on both the shell and standpipe, and multiple areas of uniform rust along the tank's support structure. The Madera logo on the shell had moderate chalking and the letters have severely weathered.

Overall, the tank lining was found to be in poor condition in the areas above and below the highest water level (HWL). The lining on the roof and shell above the HWL was in



poor condition, with majority of the lining is delaminating from the roof and a moderate amount of delamination observed on the shell. The lining below the HWL was in poor condition on the shell and tank bottom. The shell had 100 percent of its surface covered in rust, however the bottom had approximately one-sixth of its surface rusted.

The internal CP system has provided supplemental protection to the steel as the lining has degraded; however, the amount of bare metal that is now exposed can no longer be adequately protected by the existing lining and CP. The lining has clearly reached the end of its service life and should be replaced. On this basis, it is recommended that the tank be relined as soon as possible and before any significant wholesale corrosion develops in the tank.

Background

The Loy E. Cook Water Tank is a welded steel, elevated reservoir built in 1966. Ten column legs and a center riser pipe support the double ellipsoidal (or toro) design reservoir. The structure is approximately 134 feet tall and is enclosed by a perimeter gate within a residential community. The tank body, or bowl is approximately 76 feet in diameter by 35 feet high, providing a nominal capacity of 1,000,000 gallons. The column legs are approximately 110 feet tall by 113 inches in circumference, and the riser pipe is approximately 90 feet high by 10 feet diameter. The support legs are connected by support-bracing with back-to-back angled steel and turnbuckles. There is a ladder that runs up one of the support legs and extends to a guardrailed platform that runs the circumference of the tank. The tank also has a secondary ladder that extends up the tank shell to a roof access hatch. The secondary ladder is attached to the center roof vent, which is comprised of a screened pipe stub and vent hood.

The interior of the tank has welded beams that support the roof and stiffen the shell. A ladder with bolted connections runs from the roof hatch to the bottom of the bowl. The tank interior has one center column and one overflow pipe. The interior ladder has a safety climb cable that is connected by brackets to the ladder. The tank has a grate that covers the top opening of the center riser pipe.

It is believed that the interior linings are the original coatings applied, and that the only lining maintenance activities involved underwater spot repairs. All of the interior steel surfaces, including the roof, shell, roof support members, tank bottom and appurtenances are coated with a bitumastic lining. A hot applied coal-tar enamel is present to all areas below the overflow, while a coal tar cut-back (i.e., super tank) solution is applied to all upper interior areas. The tank has an internal impressed current cathodic protection (CP) system.



It is understood that the exterior of the structure underwent a major maintenance repainting in 1987. The finish coat of the structure is an off-white color. It has been verbally reported to CSI that the painting work at that time involved both abrasive blasting and power tool cleaning followed by a system described as a “chlorine vinyl” paint. All other areas painted on the structure since then have been limited to graffiti abatement work. All other areas painted on the structure since then have been limited to graffiti abatement work. In 2009 CSI completed maintenance evaluation and the results of that work was documented in a report delivered to the City. The findings at the last evaluation were that the lining should be removed and replaced within the next 2 years.

Field Evaluation

The purpose of this survey was to assess the conditions of the existing coatings and recommend remedial work where applicable. The evaluation mainly involved visual observations, but also involves various testing procedures. Photographs and video were taken to document the field inspections, and a photo summary and narrated video are included within this report.

For survey purposes, the tank evaluation has been segmented into the following general areas: exterior tank, exterior support structure (legs and cross bracing), exterior riser, interior tank, and interior riser. The various appurtenances within each of these areas have also been evaluated where applicable. A rating system has been developed to quantify the condition of the various tank areas. Each of the rating criteria is found in the Appendix (Charts 1 through 6).

The condition of the coating systems was rated as being poor, fair, good, or excellent (Chart 1). The extent of any rust defects identified within each of the areas were generally determined using guidelines set forth in ASTM D610 “Standard Test Method for Evaluating the Degree of Rusting of Painted Steel Surfaces” (Chart 2). Where applicable, the characteristic or stage of corrosion was determined in accordance with CSI Corrosion Grade Criteria (Chart 3). The degree of chalking was determined in accordance with ASTM D4214 “Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Films,” Test Method D659, Method C (Chart 4). Coating adhesion was assessed in accordance with ASTM D3359 “Standard Test Method for Evaluating Adhesion by Tape Test, modified Method A or ASTM D6677 “Standard Test Method for Evaluating Adhesion by Knife” (Chart 5). Any blistering that may have been present was rated in accordance with ASTM D714 “Standard Test Method for Evaluating the Degree of Blistering in Paints” (Chart 6), and the paint dry film thickness was measured with a Positector 6000FN3 Type II gage in accordance with the



applicable guidelines set forth SSPC PA2. The visual observations and data collected from the various areas of the tank are found in the charts below:

Exterior

The exterior paint on most of the tank is in fair condition with a marginal gloss and moderate chalking (ASTM D4214, 6). Isolated rust spots were observed on the roof to the extent of 0.1% of the tank surface area (ASTM D610, 8). No significant metal loss or pitting was observed on any area. The paint on the shell, particularly in areas that endure the most severe ultraviolet light is brittle and very flaky. The paint was found to have a DFT average of 11 mils with a range of 8 to 18 mils. Adhesion was found to be poor on the finish coat when probed with a knife, in accordance with ASTM D6677 (6 rating), the paint on the shell was found to have only marginal bonding strength. The paint on the platform and some of the surrounding handrails is peeling in isolated locations that cover less than approximately 10 percent of the total area. The peeling in this area extends down to an intact undercoat with only a minor amount of rust. The blue paint on the shell displaying the City name is severely chalked (ASTM D4214, 4) and weathered.

The exterior paint on the tank support legs and cross bracing is in fair condition with moderate chalking (ASTM D4214, No. 6) and some remaining gloss. Coatings damaged by rock and bottle impact is minimal, but a few isolated rust spots are present - notably on the threads of the turnbuckles (ASTM D610, 7). The paint dry film thickness ranged from 17 to 20 mils where the readings were taken on the standpipe. Paint adhesion was found to be poor (ASTM D6677, 6). The specific data collected from the exterior is found in the chart below:

Exterior Paint			Overall Condition		Fair							
Paint Defects	Roof Quadrant				Shell Quadrant				Tank Support			
	Exterior		Fair		Exterior		Fair		Exterior		Fair	
	S	W	N	E	S	W	N	E	S	W	N	E
Rust spots (ASTM D610)	8	8	8	8	7	7	7	7	7	7	7	7
Corrosion Grade	2	2	2	2	2	2	2	2	2	2	2	2
Rusting at crevices												
Spot peeling	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Delamination												
Cracking (ASTM D661)												
Checking (ASTM D660)												
Chemical staining												
Chalking	6	6	6	6	4	4	4	4	6	6	6	6



Interior

Close-up visual observations were made to all areas below the waterline and all other areas were assessed from the water level. The coating on the underside of the roof and support members is in overall poor condition with widespread rust over 33 percent of the area (ASTM D610, 2). Corrosion of the roof was found to be most severe in the areas including rafters, plates, and plate welds. Light and dark rust (CSI Grades 1 and 2) and spot locations with coating checking and cracking were present in many areas. Rust staining was also present in many areas.

The coating on the shell, including shell stiffener beams was found to be in overall poor condition with large areas of cracked coating exposing dark rust (CSI Grade 2). Cracking and checking are common to the tank shell. The coating was found to have poor adhesion in all areas probed, with the most severe cracking and disbondment located within the western quadrant of the tank. Rust was found to extend from lining cracks and bare metal areas throughout the shell. The total amount of corrosion, including calcareous deposits on the shell was rated to cover 100 percent of the surface area (ASTM D610, 0). Although scale development was found in some upper stiffener beams, no significant corrosion in the form of pitting or wholesale metal loss was found on the tank shell itself in the areas investigated.

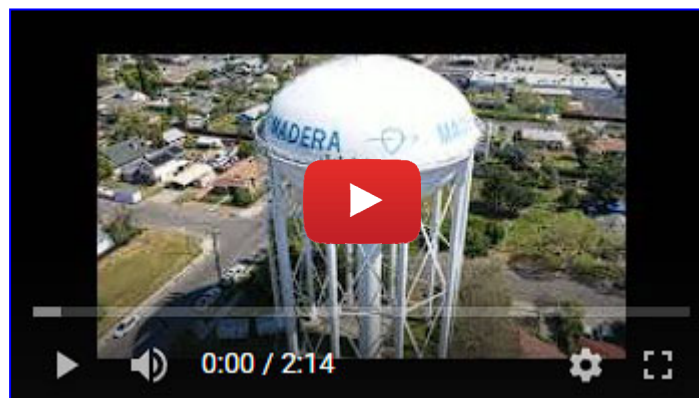
Overall, the lining within the riser is in poor condition. Although there are very small areas of intact good lining, there are also stretches of lining in poor condition notably within the upper 20 to 30 feet of the pipe. Areas of cracked coating, blisters, and rust were present in many areas of the riser. Many areas, including horizontal weld seams were found to have white calcareous deposits. Although calcareous deposits were present in many areas, there was also evidence of red light and dark rust (CSI corrosion Grade 1 and 2) extending from lining cracks in most areas of the riser lining. The lining on the piping and backside to the bottom manway within the riser was in good condition with only a limited number of coating breaks. The specific data collected from the interior is reflected in the chart below:

Interior Paint	Above Water Condition				Poor				Below Water Condition				Poor			
	Roof Quadrant								Shell Quadrant				Floor Quadrant			
	Interior				Poor				Interior		Poor		Interior		Poor	
	S	W	N	E	S	W	N	E	S	W	S	W	N	E		
Rust spots (ASTM D610)	2	2	2	2	0	0	0	0	3	3	3	3	3	3		
Rust areas (ASTM D610)																
Corrosion Grade	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
Rust staining																
Rusting at crevices																
Spot peeling																
Delamination	Majority	Majority	Majority	Majority	Moderate	Moderate	Moderate	Moderate								
Cracking (ASTM D661)	2	2	2	2	2	2	2	2	2	2	2	2	2	2		

Dive & Drone Inspection Videos



Click on the link or paste into your browser window: <https://youtu.be/ApWJUrUvnQI>



Click on the link or paste into your browser window: <https://youtu.be/MLqXjVNwhQs>

Discussion

The condition of the paint on the exterior of the structure is categorized as fair throughout the superstructure and the tank itself with minor, isolated rust spots throughout the structure and on the tank. The minor amount of rust is typically isolated to areas of back-to-back angles and crevices. This rust is more the result of design issues, than a reflection of problems with the existing paint system's performance.

The paint on the tank container portion of the structure is in worse condition than the lower superstructure. This is likely the result of the greater exposure of the upper



surfaces to more direct sunlight, or ultraviolet light exposure. As paint ages and it is exposed to ultra-violet light the binder (resin) breaks-down leaving behind unbound pigment (chalk). It is also suspected that, due to the complexity of painting the structure, that the upper tank received less maintenance painting work than what was completed on the lower (ground level) areas.

Ordinarily, recommendations for this type of work would be fairly straightforward, but there are four factors that complicate the decision for the proper repainting of this structure. The first two concerns are based on information provided to CSI during the May 2004 evaluation. First, the tank reportedly was last painted with a vinyl-based topcoat. There are risks associated with the application of a solvent-based coating system over a vinyl. Vinyls are thermoplastic and typically can be re-dissolved in solvents typically found in paint systems used for overcoating. As a result, there is a concern about weakening the existing paint during overcoating. Second, several locations in the riser area adjacent to grade level were found to easily disbond from an undercoat using the ASTM D6677 knife method. This indicates the likely presence of a generalized adhesion problem.

The third concern is the presence of lead and cadmium in the existing paint system as reported in 2009. The laboratory analysis of paint samples obtained from the exterior have identified moderate levels of lead and chromium. As a result, special attention will have to be made to assure that no materials containing these heavy metals become fugitive during surface preparation. Finally, because the location of this tank is in a residential area the potential for overspray problems must be considered during application.

Finally, because the location of this tank is in a residential area the potential for overspray and/or debris from surface preparation operations must be considered during surface preparation and paint application.

Each of these concerns complicates the nature of the maintenance painting work and increases the potential expense. Because the tank paint system has degraded from the last evaluation and is in a weathered but still satisfactory condition, it is once again recommended that the tank painting work could be deferred for 3 to 5 years. Unfortunately, the existing paint system is not a good candidate for overcoating strategies due to the poor adhesion and the high film thicknesses encountered. The scope of work should specify the removal of the existing paint system by abrasive blast cleaning to a commercial blast cleanliness (SSPC SP-6) under a Class 2A containment structure (SSPC Guide 6) and application of an industrial epoxy/polyurethane system. Additionally, the requirement to properly caulk all crevices of the structure should also be included.



The lining on the interior surfaces above the highest water level (HWL) is in better condition than the lining below the HWL, however both areas are in overall poor condition with cracks and blisters common throughout the surfaces. It was also noted that large areas of the immersed tank lining has very weak adhesion to the substrate. The lining is in a worse condition than what is typical for a bitumastic lining that is over 50 years old. The most advanced cracks are within the western quadrant of the tank or the area that endures the most daily stress as the lining goes through cycles of heat/cold and wet/dry. This stress has resulted in the coating becoming brittle resulting in the breaks that are present. Breaks in the lining can be identified by both rust and white calcareous deposits, a by-product of the past operation of the cathodic protection (CP) system. The CP system will only provide protection to immersed areas, and the red rust indicates that either the CP system has not been in continuous operation, or it is no longer operating properly, if at all. It was also noted that a few isolated areas of the structural support steel that has not benefited from the added protection of the CP system has areas of severe corrosion in the form of scaling or laminations.

The CP system installed has provided supplemental protection to the steel as the lining has degraded. Although this added protection has been provided in the past, the amount of bare metal now exposed can no longer be adequately protected by the existing lining and the CP. The lining has clearly reached the end of its service life and should be replaced. On this basis, it is recommended that in the tank be relined as soon as practicable and before any significant wholesale corrosion develops in the tank. It is further recommended that a CP professional evaluate the system in the near-term for optimal adjustment as a means to provide some added protection to the steel as the tank waits to be relined.

It is recommended that the future relining work involve removing all linings in accordance with the requirements of a near-white metal blast (SSPC-SP10) followed by three coats of a thin film NSF 61 certified polyamide epoxy lining to 15 mils dry film thickness. This work should anticipate the caulking of any crevices and voids and some minor welding repairs to the areas with the most extreme corrosion. This maintenance contract should also include the repair and or replacement of the CP system. In the past, the lining was found to have low levels of heavy metals, and this project attribute must be properly addressed. Although the tank will act as its own containment during the lining removal phases, the construction project should include verifications that proper protection of the public, workers, and the environment is included with the heavy metal disturbance work scope. It is not projected that the existence of the heavy metal bearing films will add a significant amount to the total cost of a maintenance project.



Recommendations

CSI recommendations for remedial work follow:

1. Within 3-5 years; remove and replace the exterior paint system. If aesthetics are important to the City, then any large scale paint work will require the removal and replacement of the existing paint. Due to the presence of heavy metals in the paint film, this work will require special consideration to properly protect the workers and environment. However, the tank is free from significant corrosion and this repainting work can be deferred for 5-7 years without any significant change in the tank's exterior condition.
2. As soon as practicable, remove the existing lining in accordance with the requirements of a near-white metal blast (SSPC-SP10) followed by the application of a three-coat thin film NSF 61 certified polyamide epoxy lining to 15 mils dry film thickness.

*Anticipate the need for some limited welding repairs in the tank as part of the interior relining contract.
3. Determine if the existing impressed current cathodic protection system is operating properly and salvageable or if the system will require replacement to assure that the tank will have a properly operating system for the next 30 years.

fill

NOTICE: This report represents the opinion of CSI Services, Inc. This report is issued in conformance with generally acceptable industry practices. While customary precautions were taken ensure that the information gathered and presented is accurate, complete, and technically correct, it is based on the information, data, time, and materials obtained and does not guarantee a leak proof tank.



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www.CSIServices.biz

Page	1	of	1
Date	3-2-2022		Wednesday
CSI Job No.	221369		
Completed By	Metcalf		

Field Water Tank Dive Inspection Report

Tank Name:	Loy Cook Water Tower	Dive Supervisor:	Steven Metcalf
Tank Owner/Client:	City of Madera	Dive Leader:	Anthony Jackson
Client Contact:	Subash Patel	Dive Tender:	Steven Metcalf Jr

Scope	Maintenance Inspection
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Site Information

Item	Description
Cross Street	N 8th St
Tank Location	716 Columbia Sy, Madera CA
GPS Coordinates	36.97006, -120.06584
Nearest Structures	Pump House
Surrounding Site	Grass

Item		Notes
Perimeter Fencing	Yes	Ladder Secured
Site secured on arrival	Yes	Ladders Locked
Overhead Power Lines	No	N/A
Antenna on Tank	Yes	Cell Antennas
Roof Accessible	Yes	Ladder

Interior Structural Characteristics

Item	Data	
Roof Structure	Self Supporting	
Column Design	N/A	
Upper Center Column	N/A	
Column Base Design	N/A	
Connections	Welded	
Overflow Design	Funnel and Pipe	
Inlet Interior Design	Stand Pipe	
Lining Type/Original	Coal Tar Epoxy	Yes

Item	Data		
Outlet Design	Stand Pipe		
No. Interior Ladder	Yes	One	
CP System/Type	Yes	Impress Current	
Water Depth	22 Ft		
Water Agitator	No	N/A	
Barrier Walls	No		
No. of Columns	None		
Caulking	Roof	No	Columns No

Exterior Structural Characteristics

Item	Data	
Capacity (gallons)	1,000,000	
Diameter (feet)	76	
Height (feet)	35	
Erection Year	1966	
Contract No.	Unknown	
Tank Type	Welded Steel	
Tank Profile	Above Grade	
Tank Geometry	Cylinder	
Number of Courses	Three Plus Bowl	
Height of Each Course	10 ft	
Roof Design	Pitched Roof with Knuckle	
No. Shell Manways	Only Roof	
Type of Manways	N/A	
Manway Cover Design	N/A	
Diameter of Manways	N/A	
No. Roof Hatches/Location	One	Near Edge
Hatch Design	Round	
Size of Roof Hatch	20 in	
No. Roof Vents/Location	One	Center
Roof Vent Design	Round Hood	
Construction Co.	N/A	

Item	Data		
Center Roof Vent Size	20 in		
Roof Vent Sealed	Yes	No Comment	
Roof Rail System	Yes	No Comment	
Roof Rail Satisfactory	Yes	No Comment	
Rail Location	Around Walk Way		
No. & Type Roof Access	One	Ladder	
Exterior Vandal Deterrent	Yes		
Ext Ladder Satisfactory	One	Yes	
Ext Ladder Fall Prevent	Yes		
Roof Tie-Off Present	Yes		
Tank Piping	Stand Pipe		
Inlet Diameter	N/A		
Outlet Diameter	N/A		
Flexible Pipe Coupling	N/A		
Overflow Pipe Diameter	14 in		
Overflow Exterior Design	Stand Pipe		
Drain Location	Stand Pipe		
Tank Foundation	Concrete Leg Anchors		
Water Level Indicator	Yes		
Tank Type	Potable		
Lining Type/Original	Urethane	No	

Miscellaneous Notes

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The information reported was obtained using visual observations and testing believed to be accurate. The information reported represents the data obtained from the specific representative areas inspected, tested, and/or verified. This document shall only be produced in its entirety.



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -001



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -002



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -003



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -004



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -005



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -006



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -007



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -008



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -009



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -010



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -011



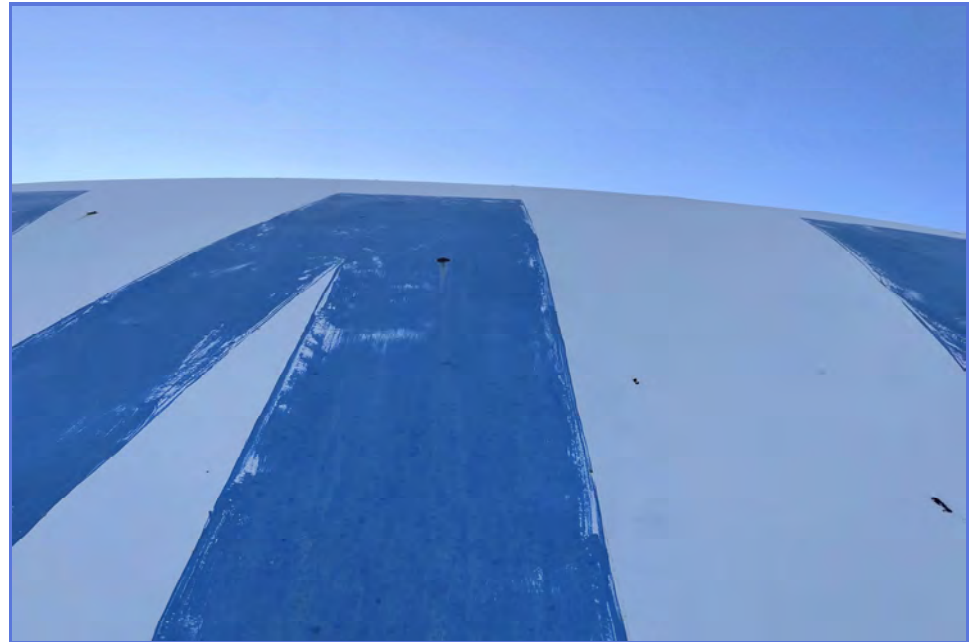
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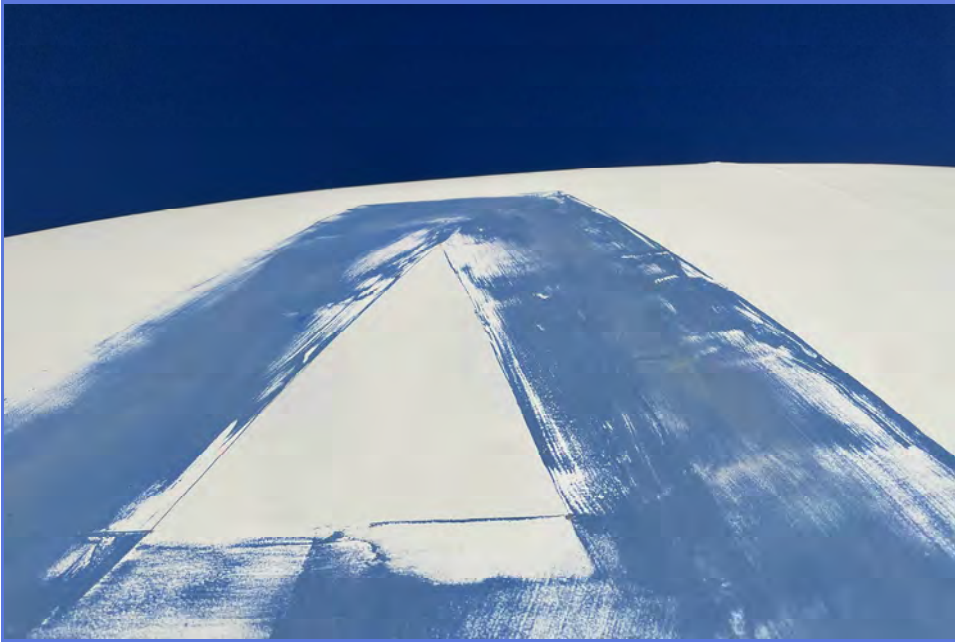
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -014



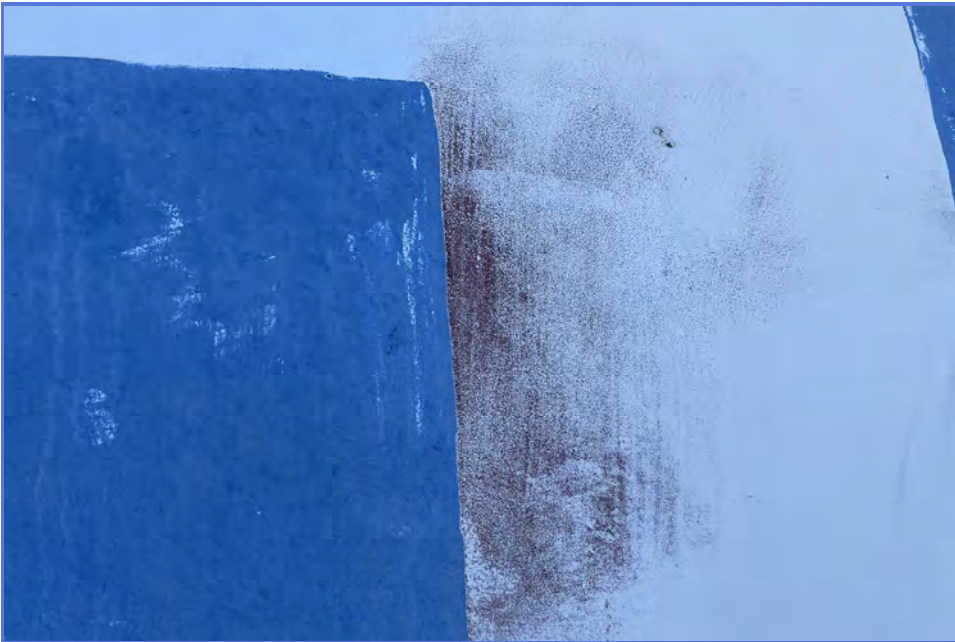
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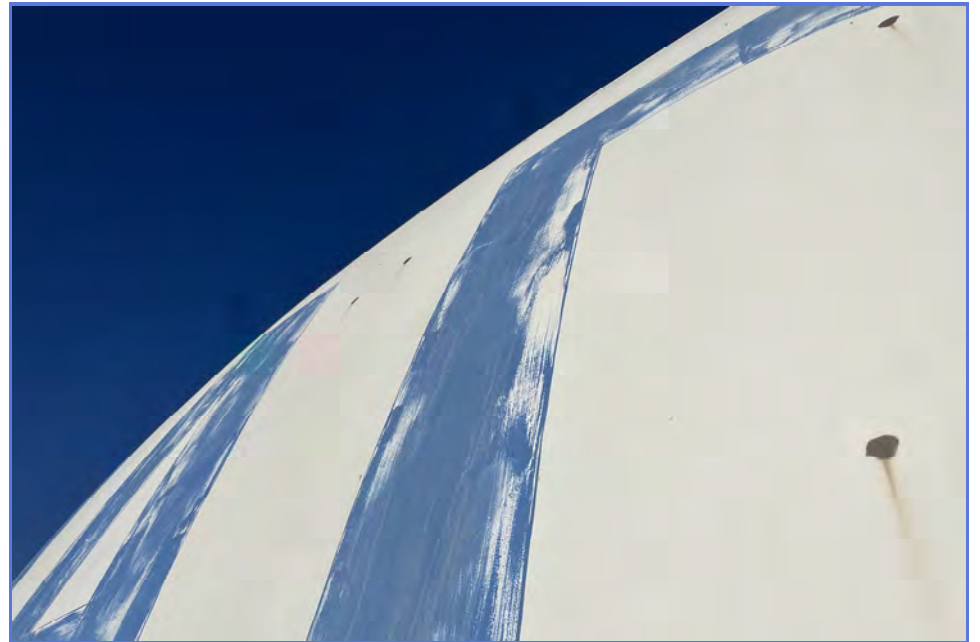
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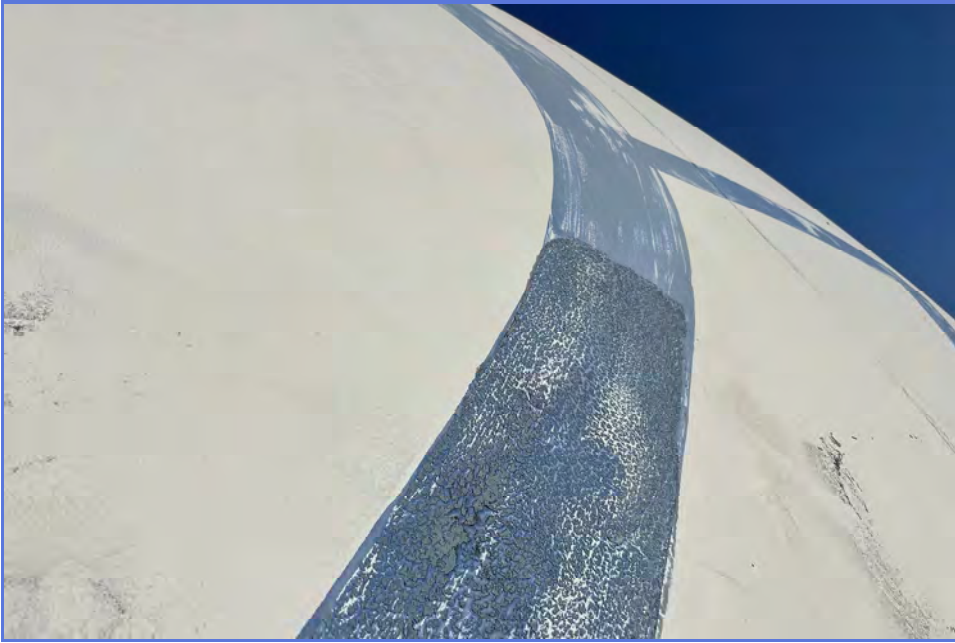
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -018



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -019



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -020



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -021



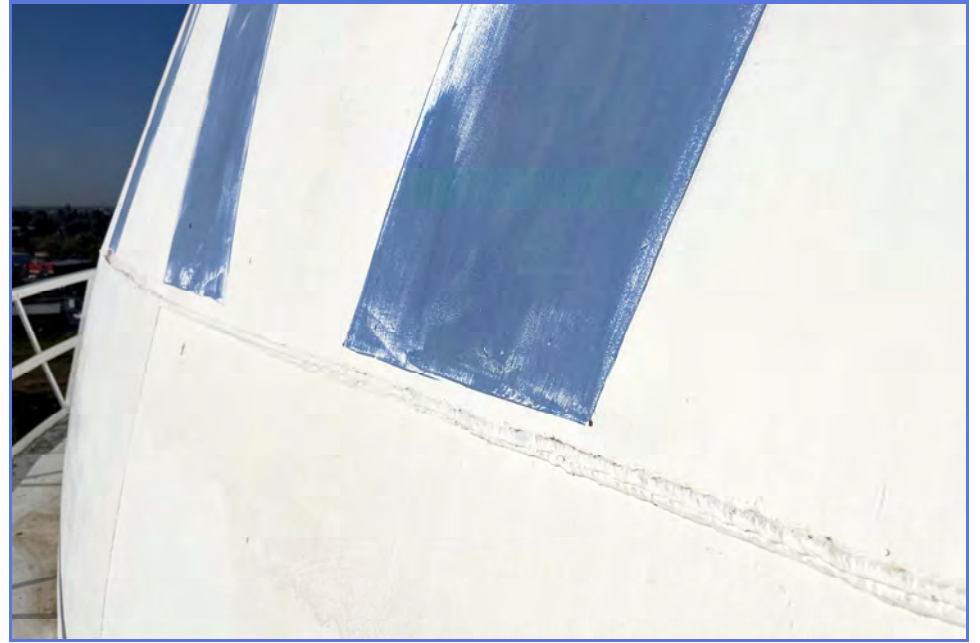
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -023



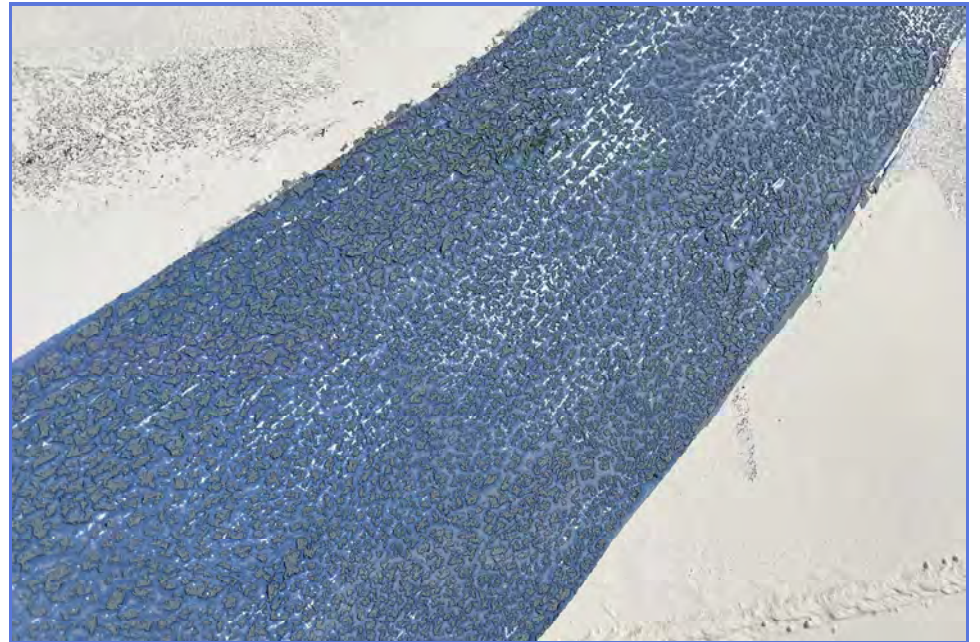
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -025



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -026



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -027



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -028



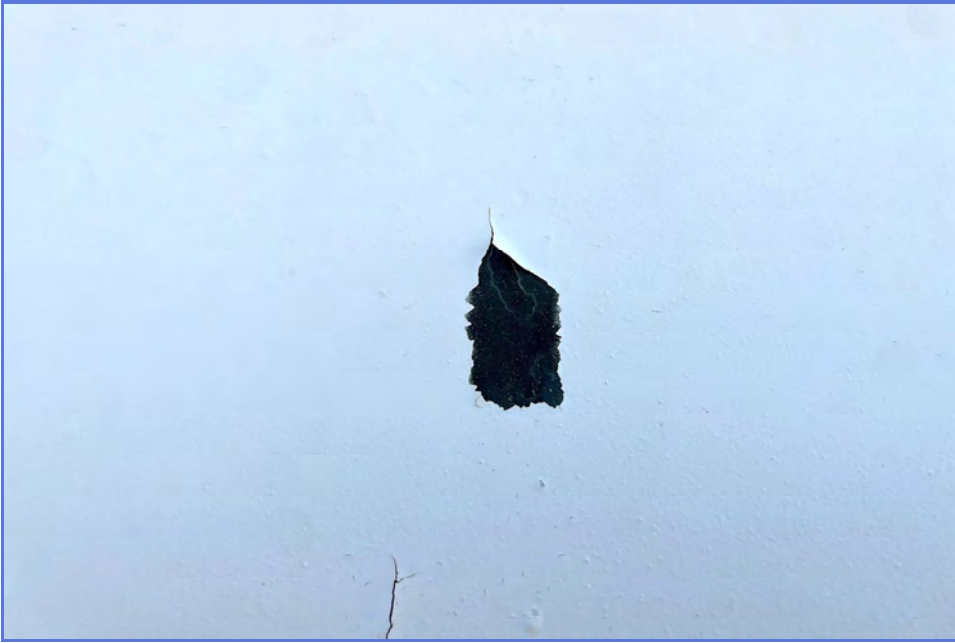
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -030



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -031



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -032



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -033



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -034



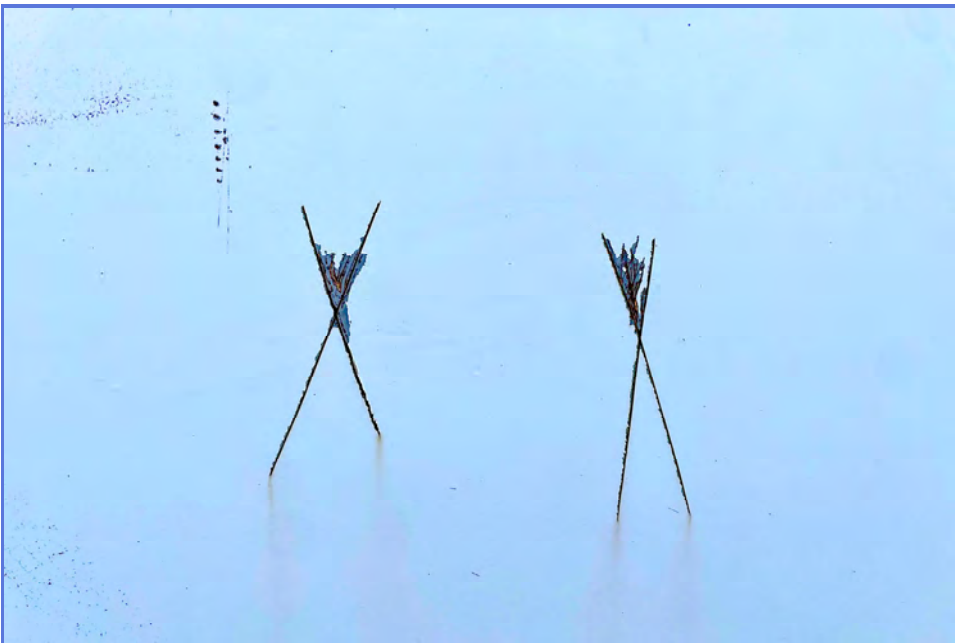
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -036



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -037



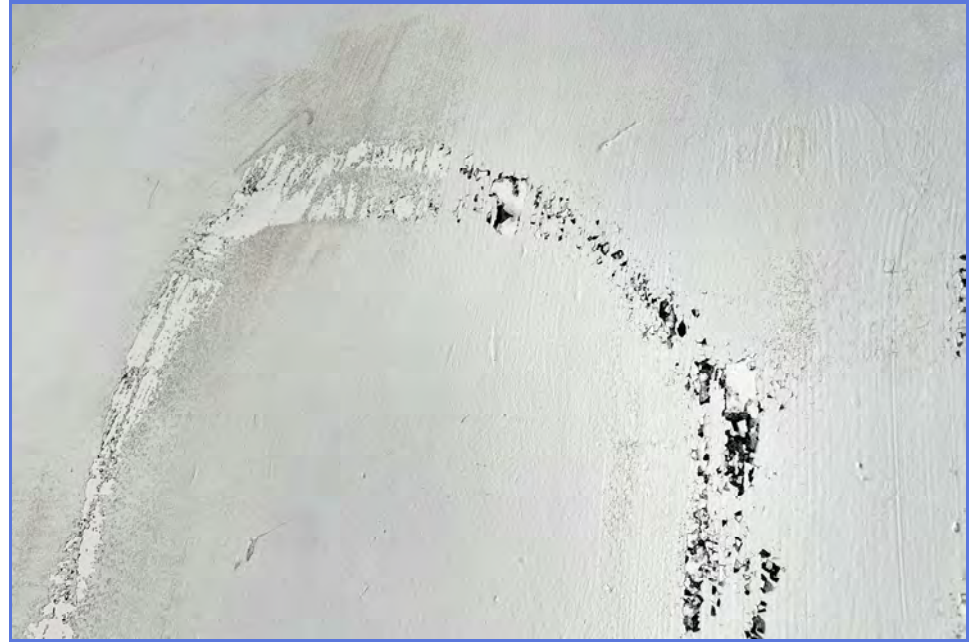
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -039



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -040



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -041



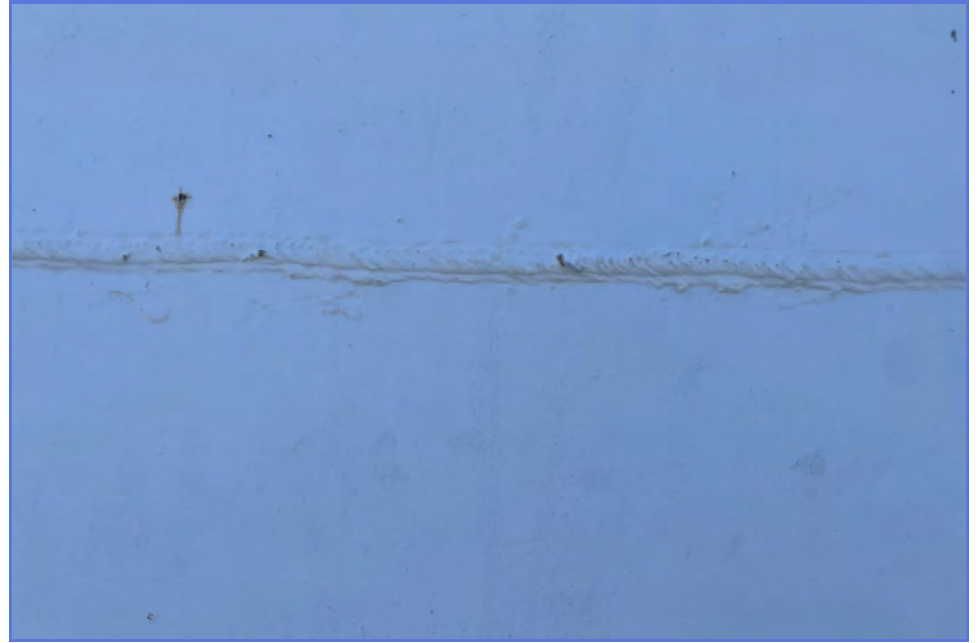
EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -042



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -043



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -044



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -045



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -046



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -047



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -048



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -049



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -050



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -051



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -052



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -053



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -054



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -055



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -056



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -057



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -058



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -059



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -060



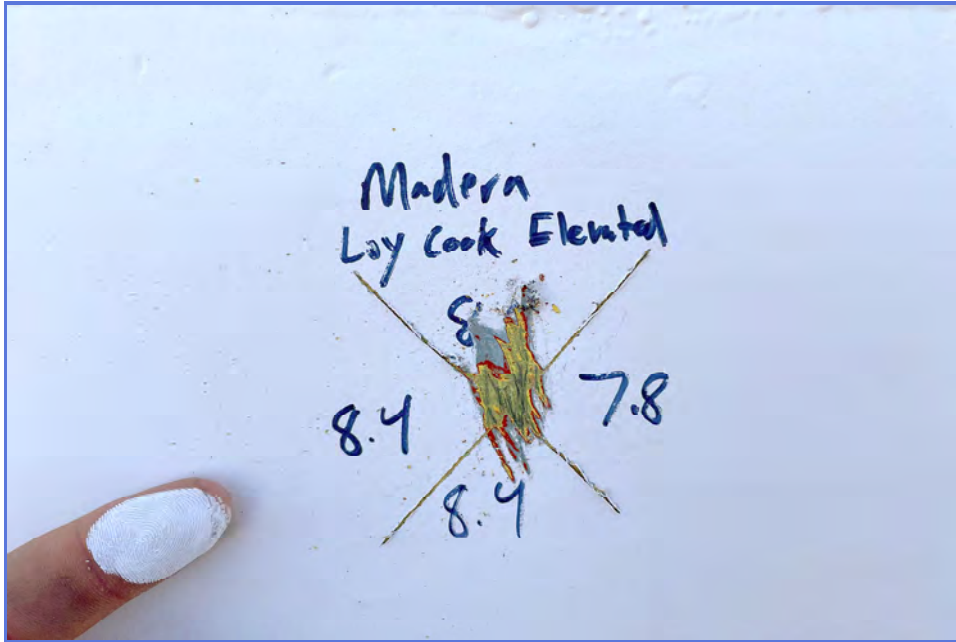
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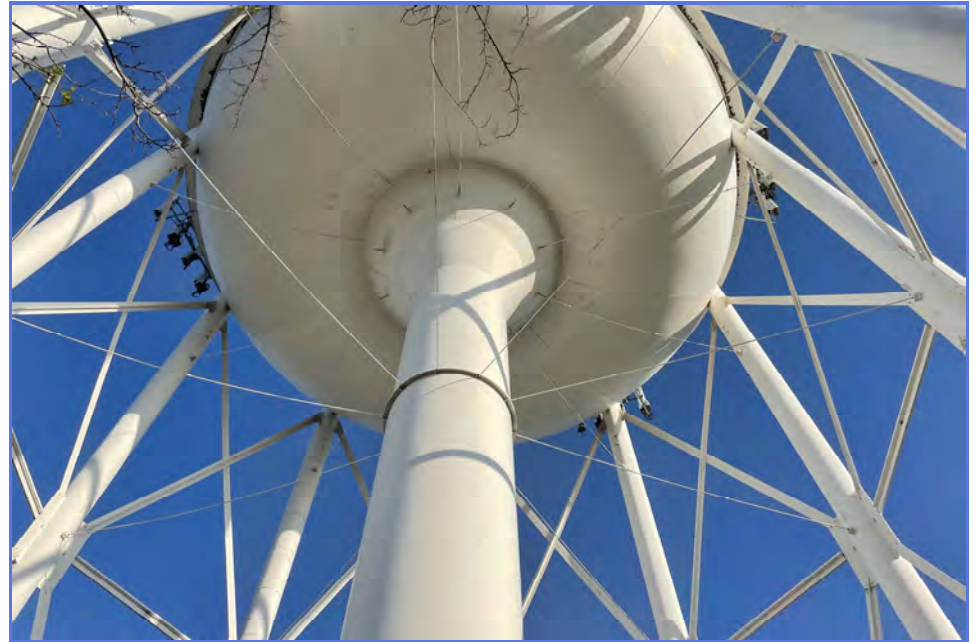
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EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -063



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -064



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -065



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -066



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -067



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -068



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -069



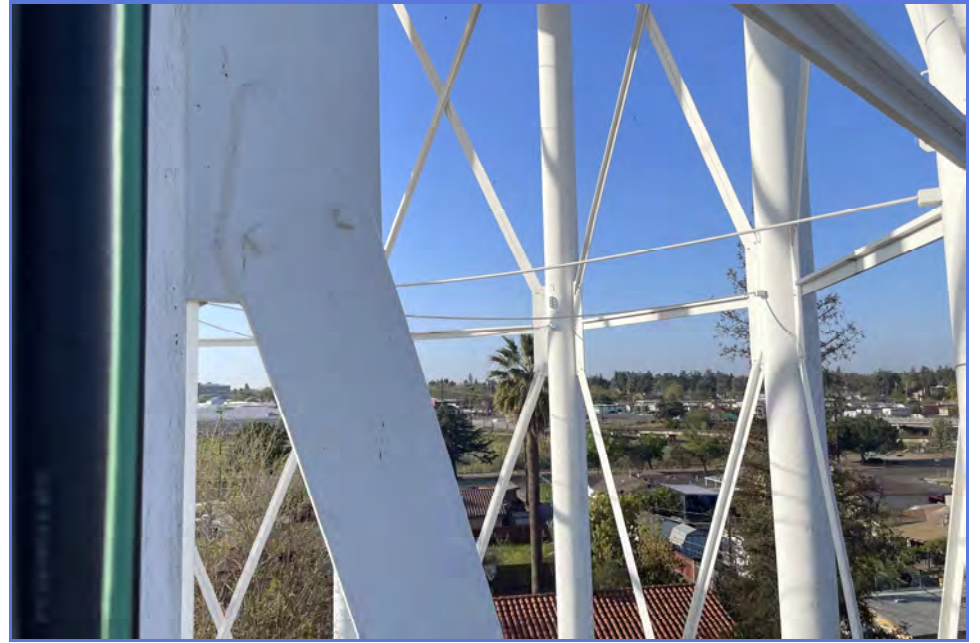
EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -070



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -071



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -072



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -073



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -074



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -075



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -076



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -077



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -078



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -079



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -080



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -081



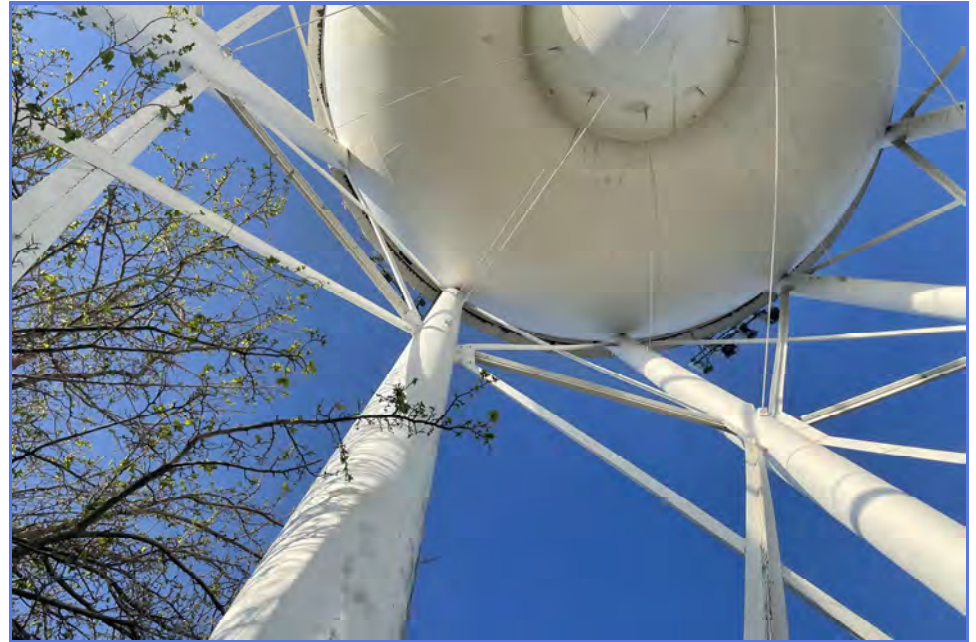
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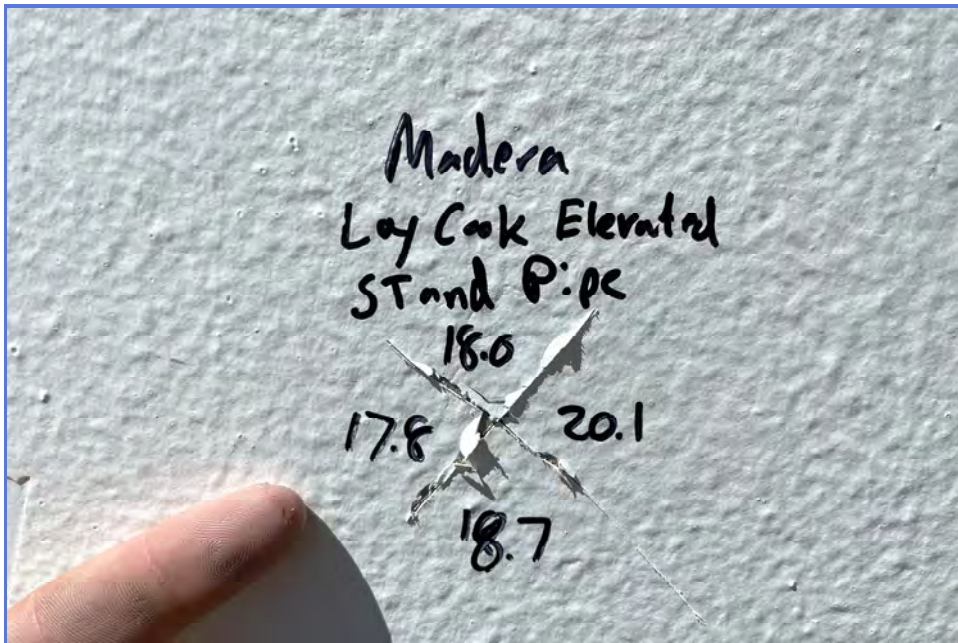
EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -083



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -084



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -085



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -086



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -087



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -088



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -089



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -090



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -091



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -092



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -093



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -094



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -095



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -096



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -097



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -098



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -099



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -100



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -101



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -102



EXTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -103



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -001



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -002



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -003



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -004



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -005



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -006



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -007



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -008



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -009



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -010



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -011



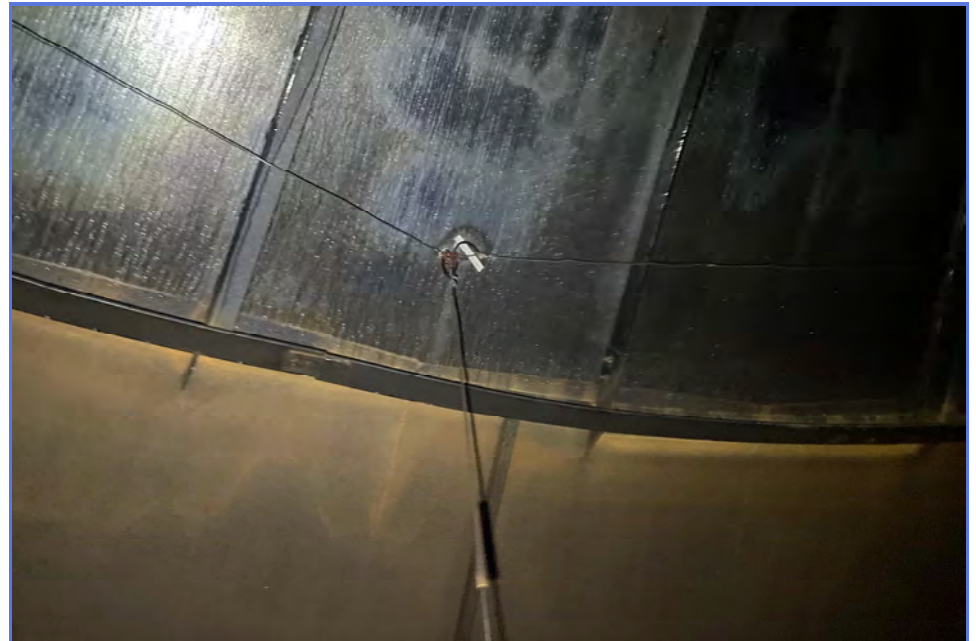
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -012



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -013



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -014



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -015



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -016



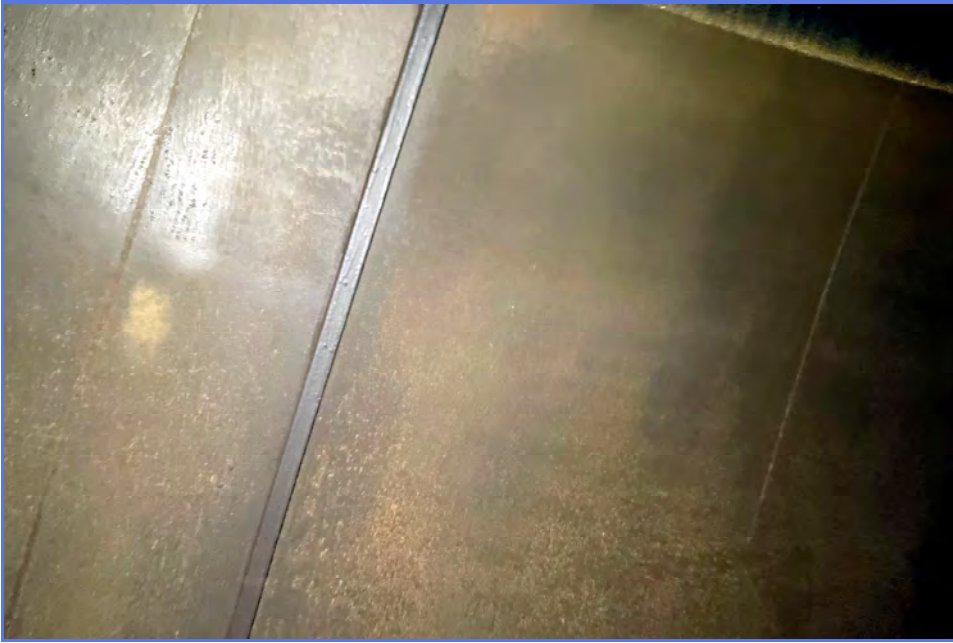
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -017



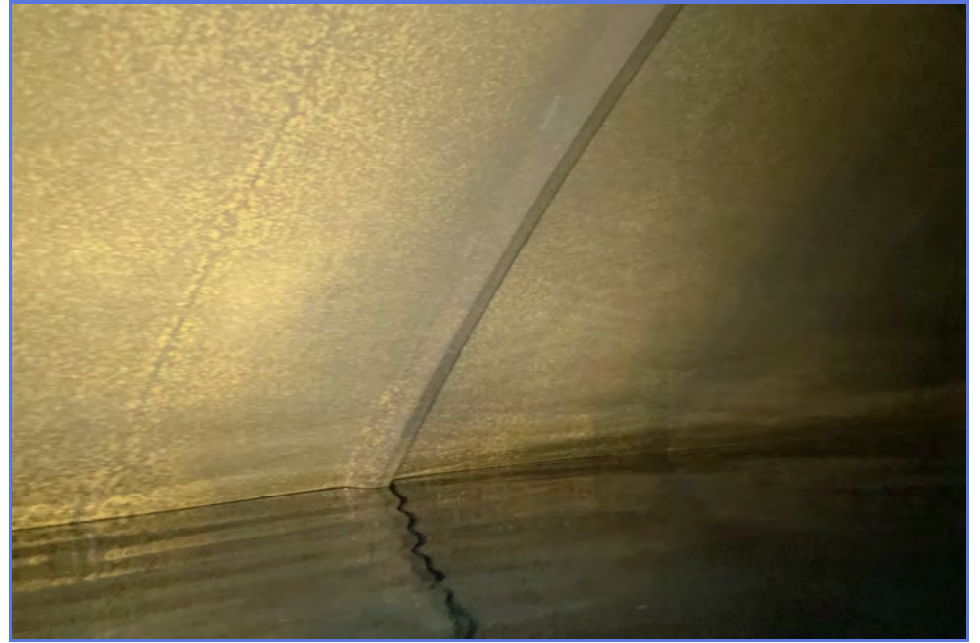
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -018



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -019



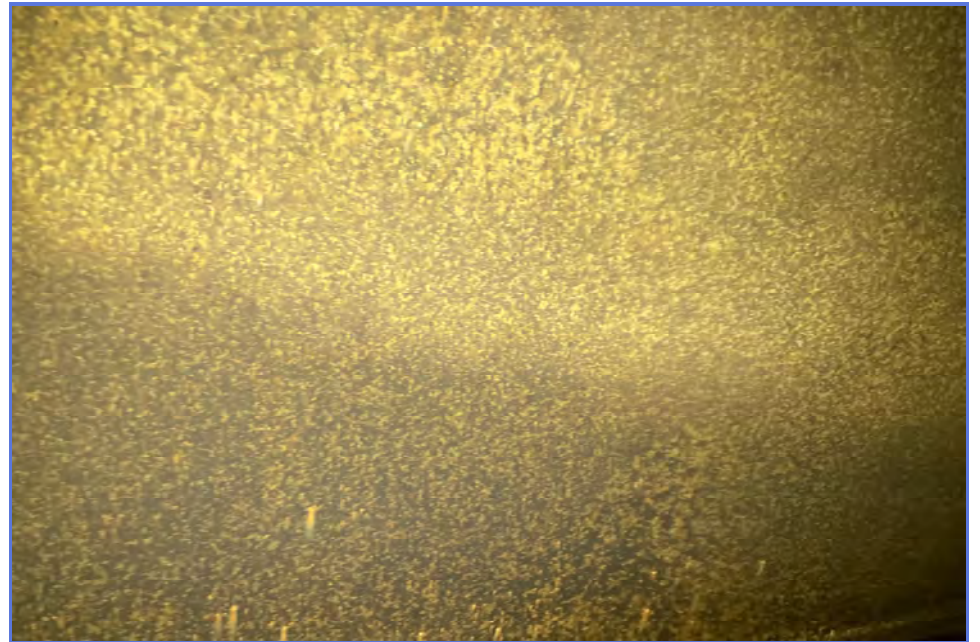
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -020



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -021



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -022



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -023



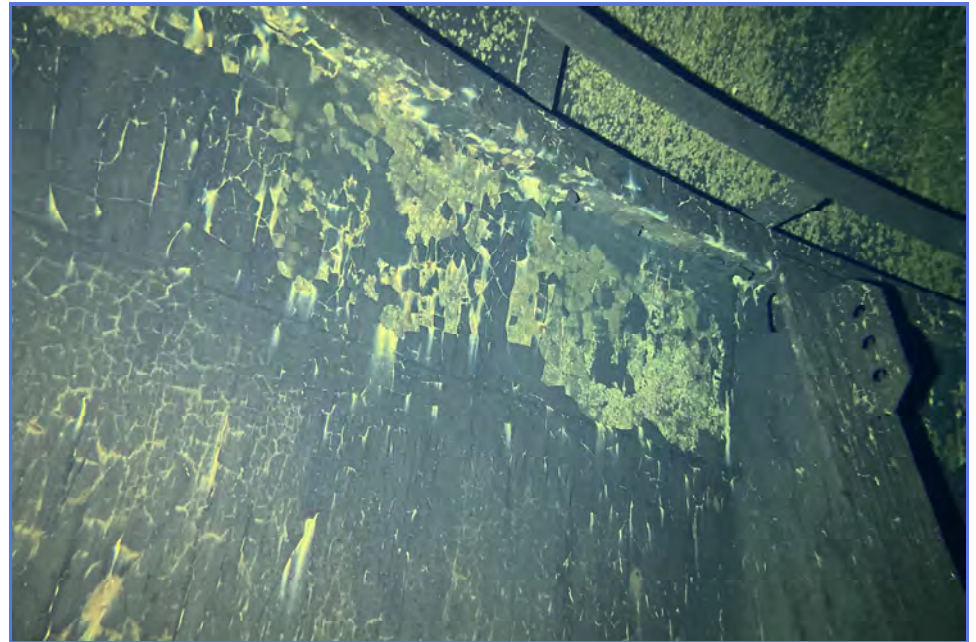
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -024



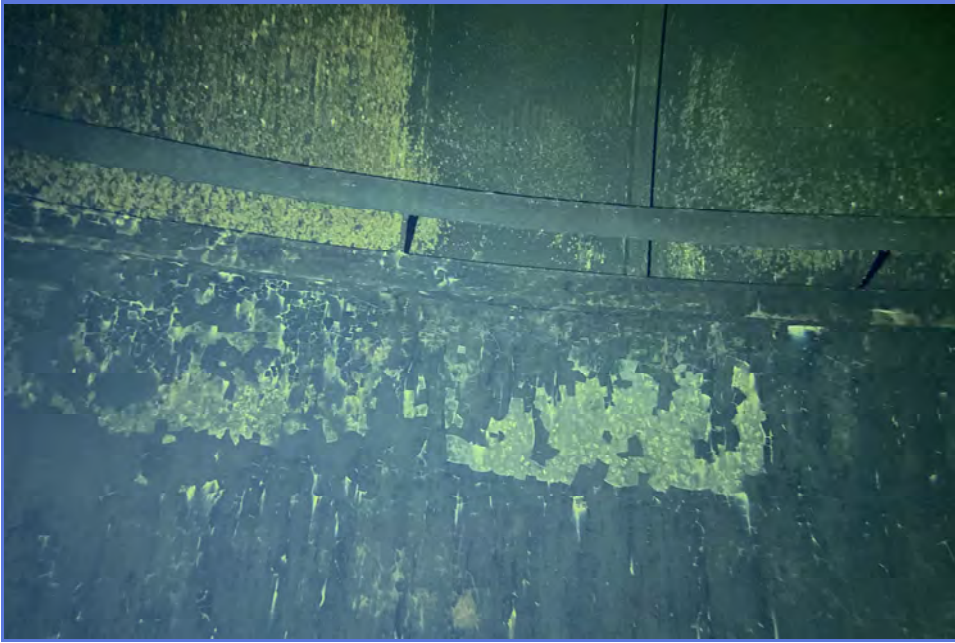
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -025



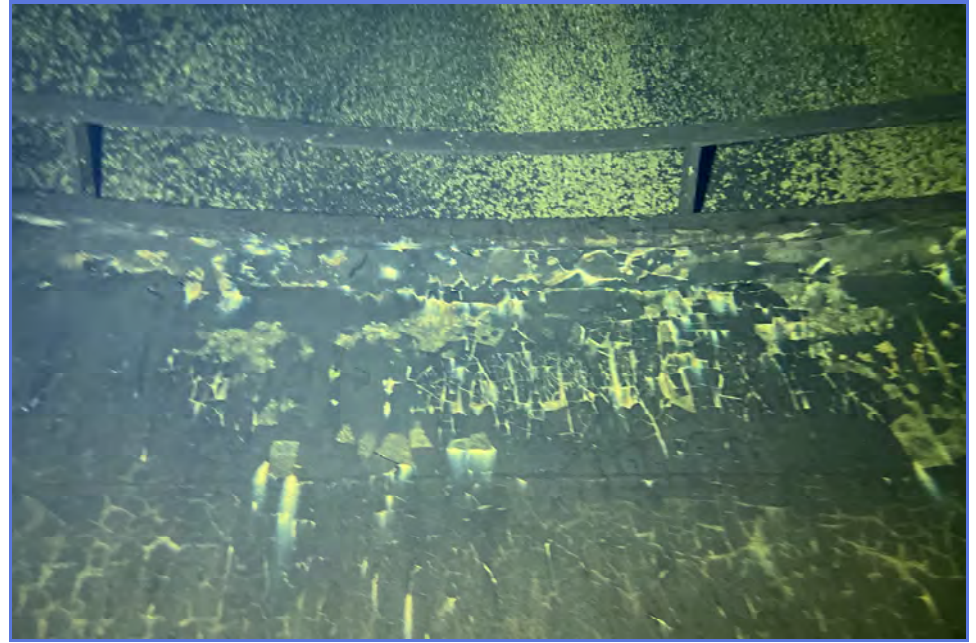
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -026



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -027



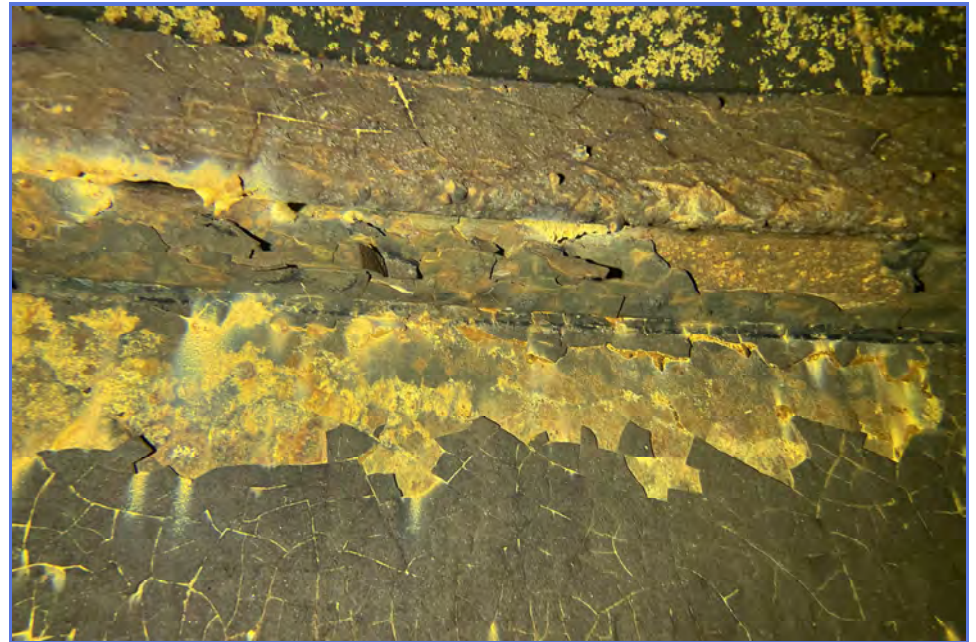
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -028



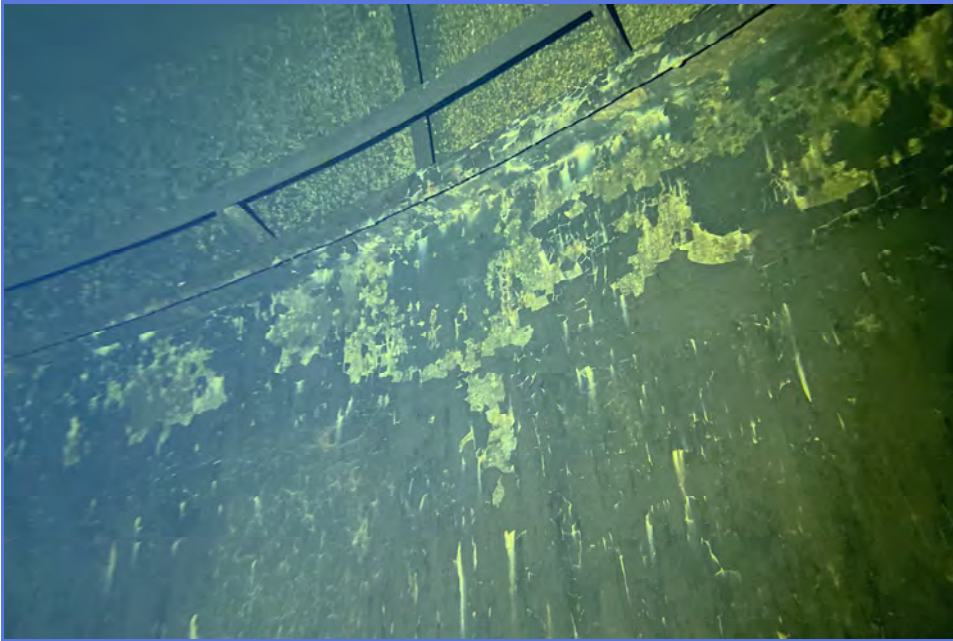
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -029



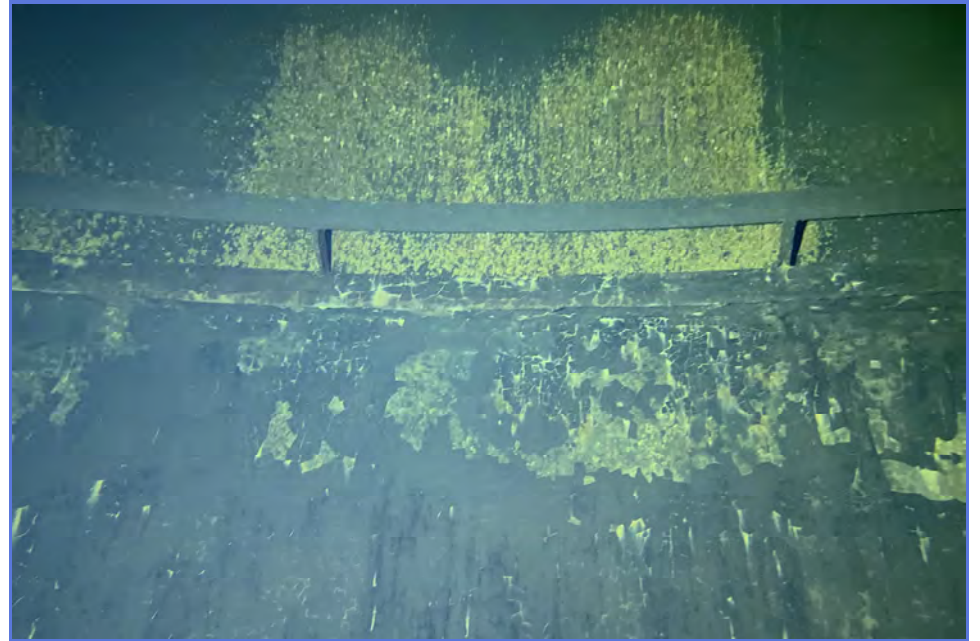
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -030



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -031



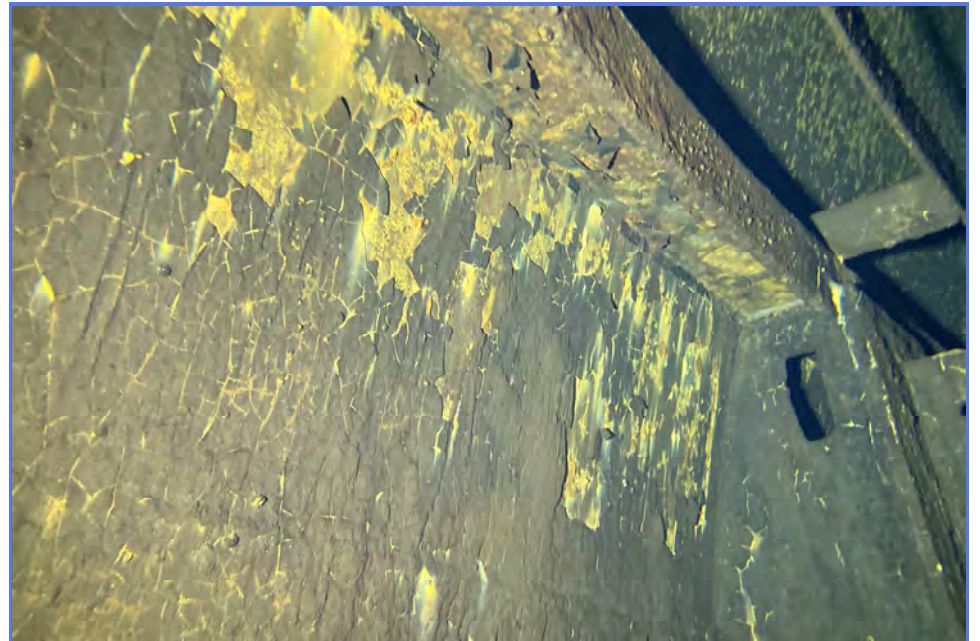
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -032



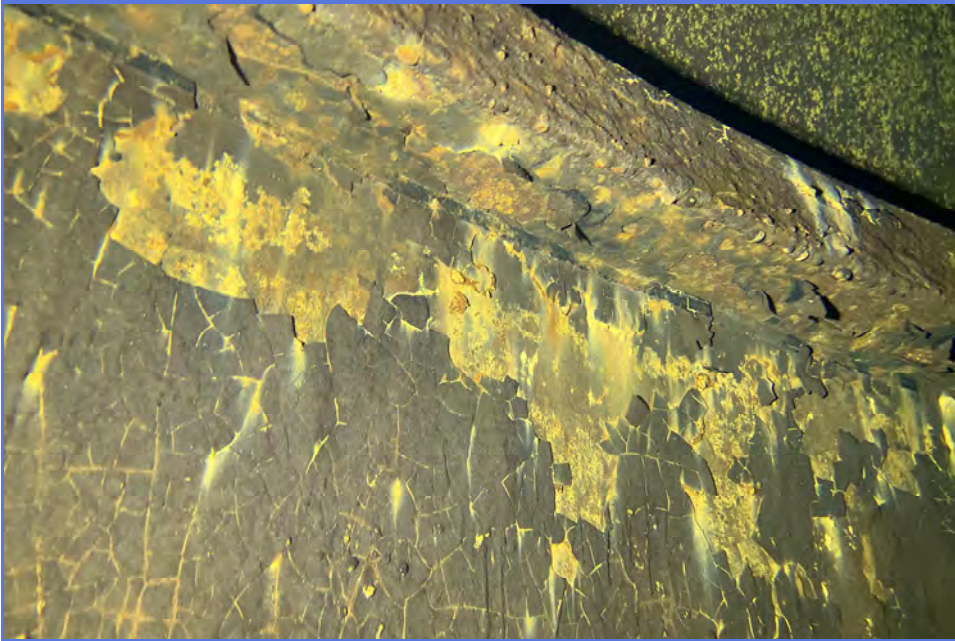
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -033



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -034



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -035



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -036



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -037



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -038



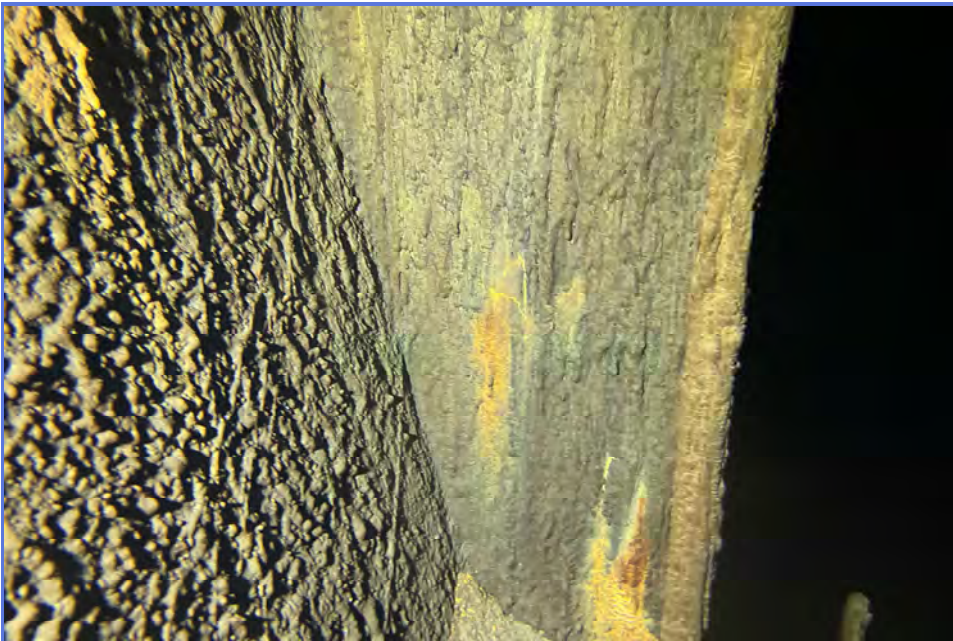
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -039



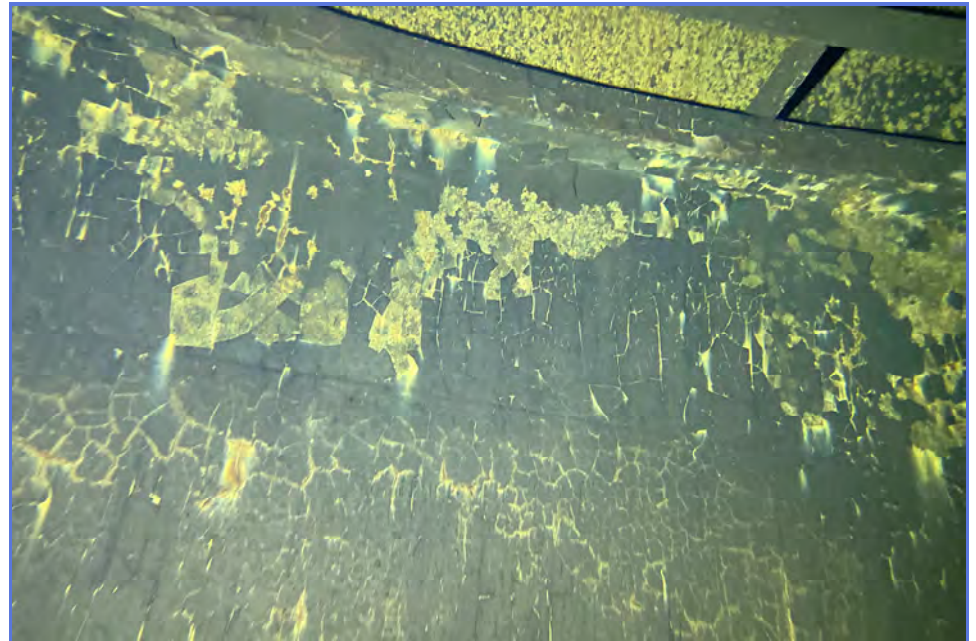
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -040



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -041



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -042



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -043



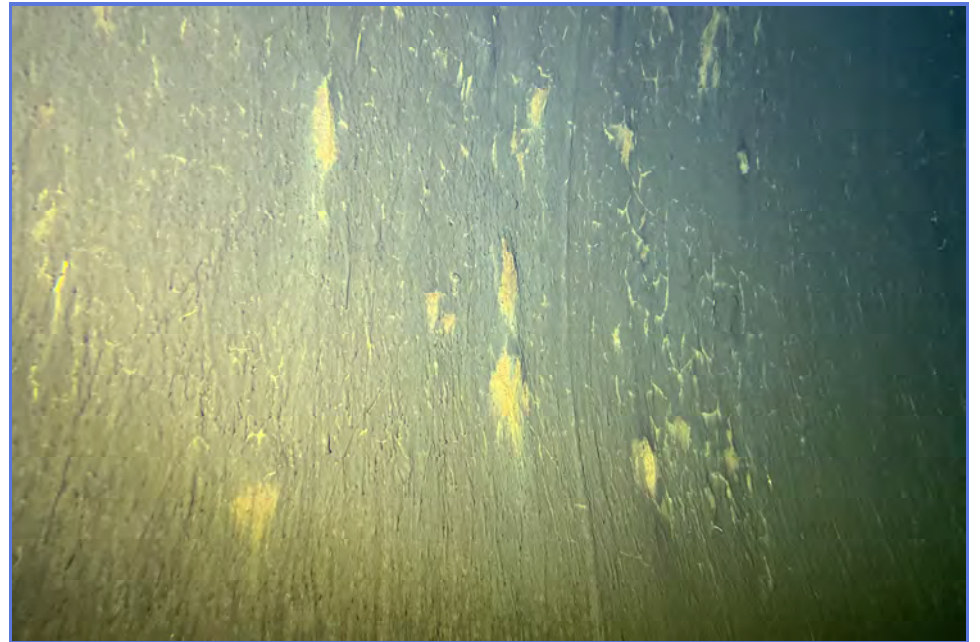
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -044



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -045



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -046



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -047



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -048



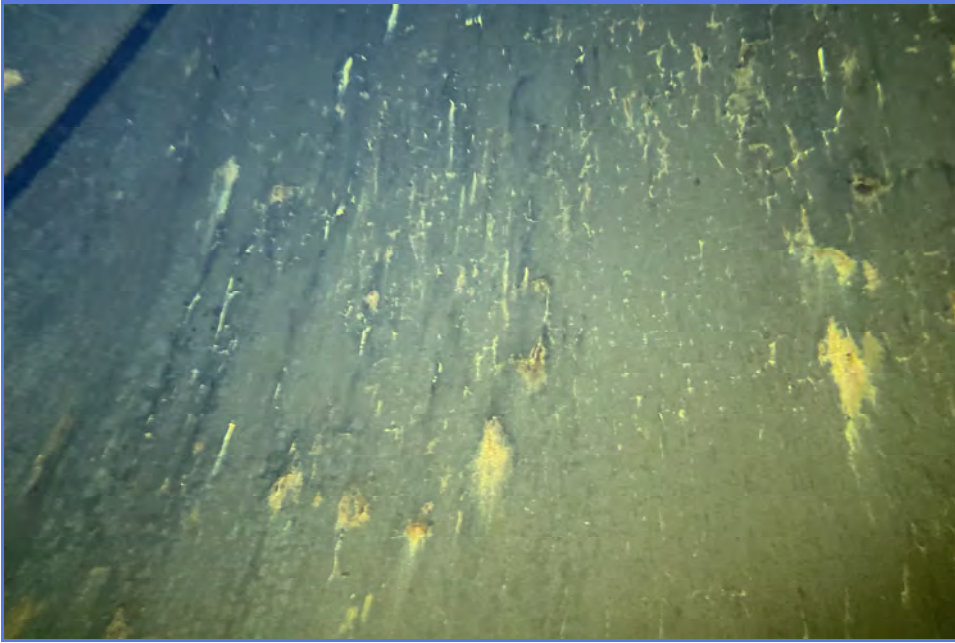
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -049



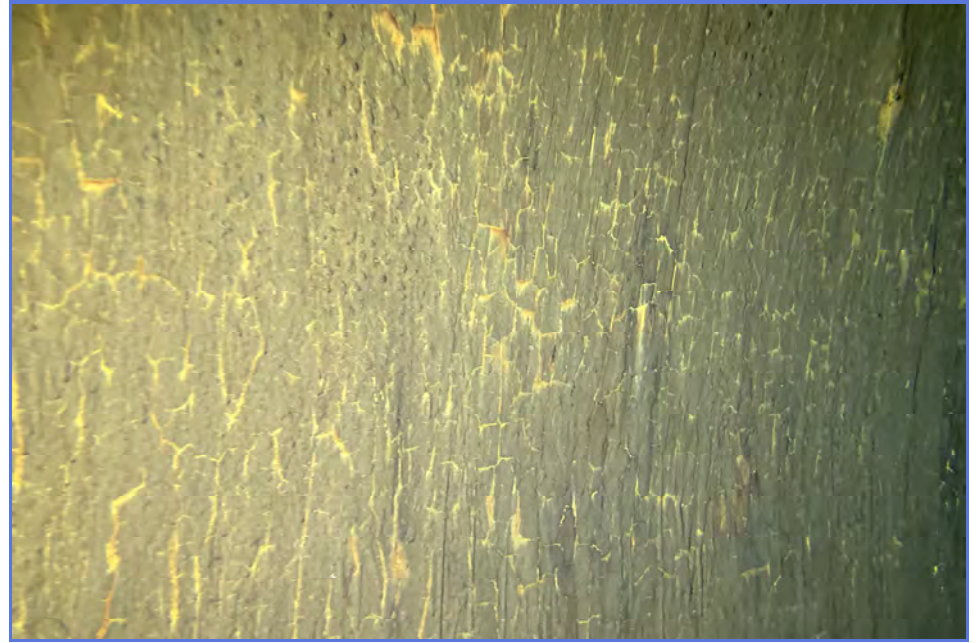
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -050



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -051



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -052



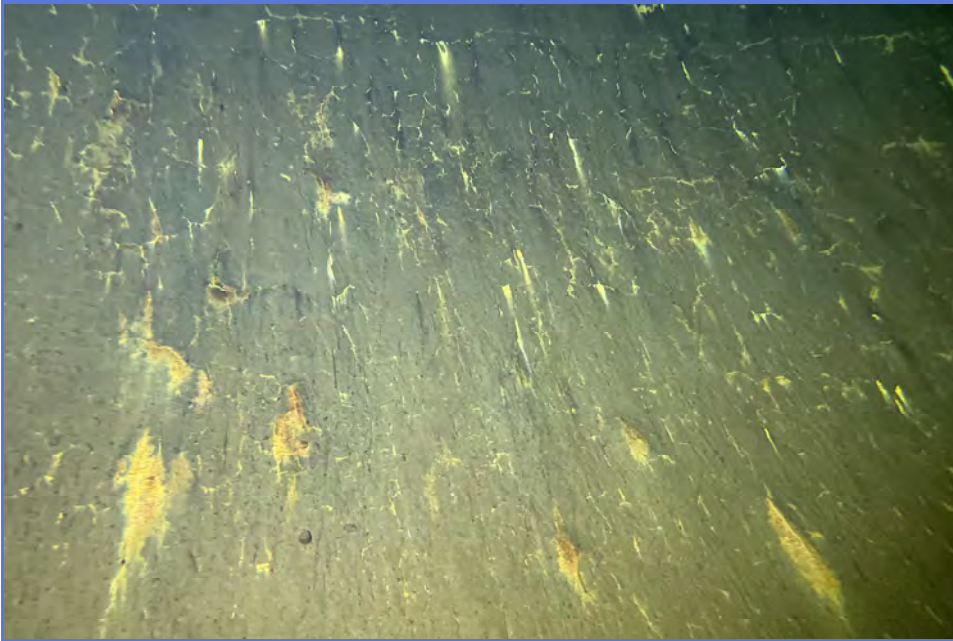
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -053



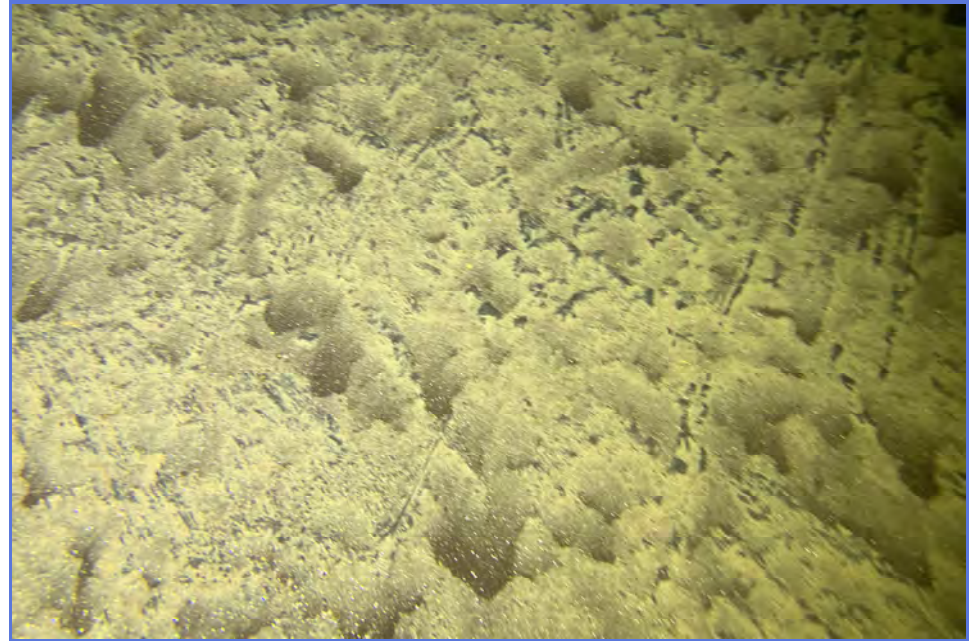
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -054



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -055



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -056



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -057



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -058



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -059



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -060



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -061



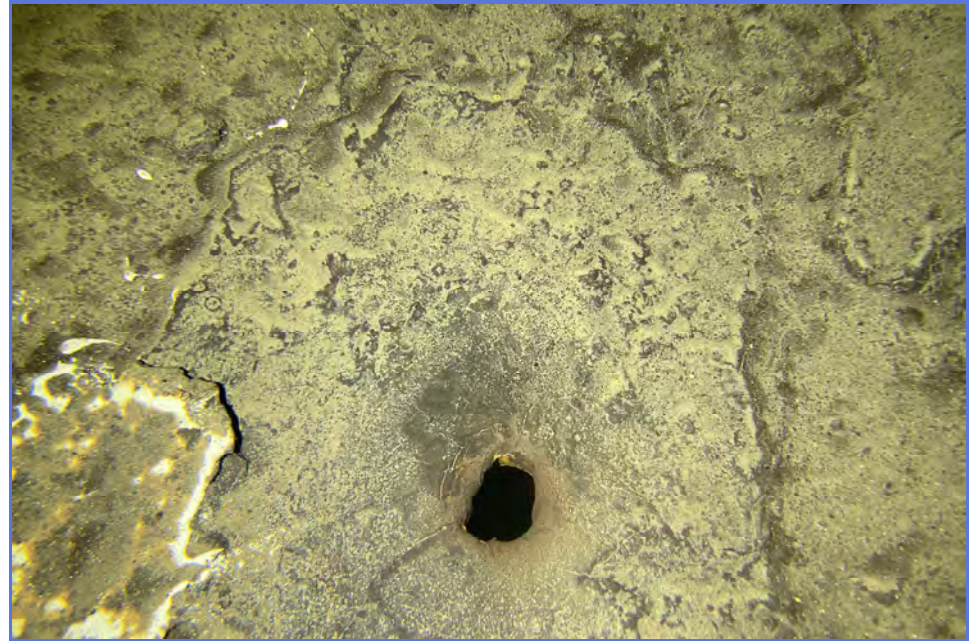
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -062



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -063



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -064



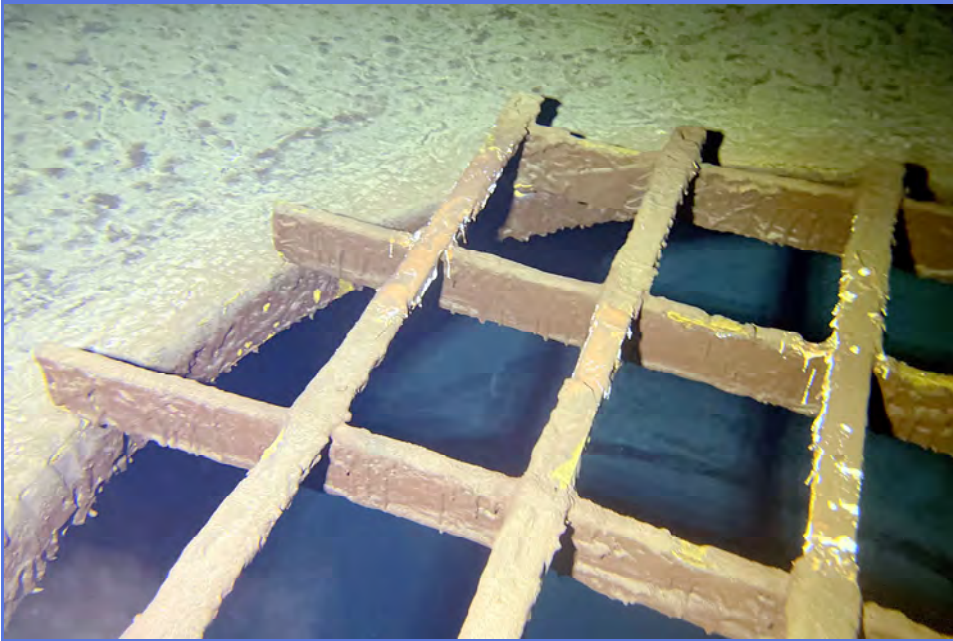
INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -065



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -066



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -067



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -068



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -069



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -070



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -071



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -072



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -073



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -074



INTERIOR - City of Madera - 1MG Elevated Tank - Maintenance Inspection -075

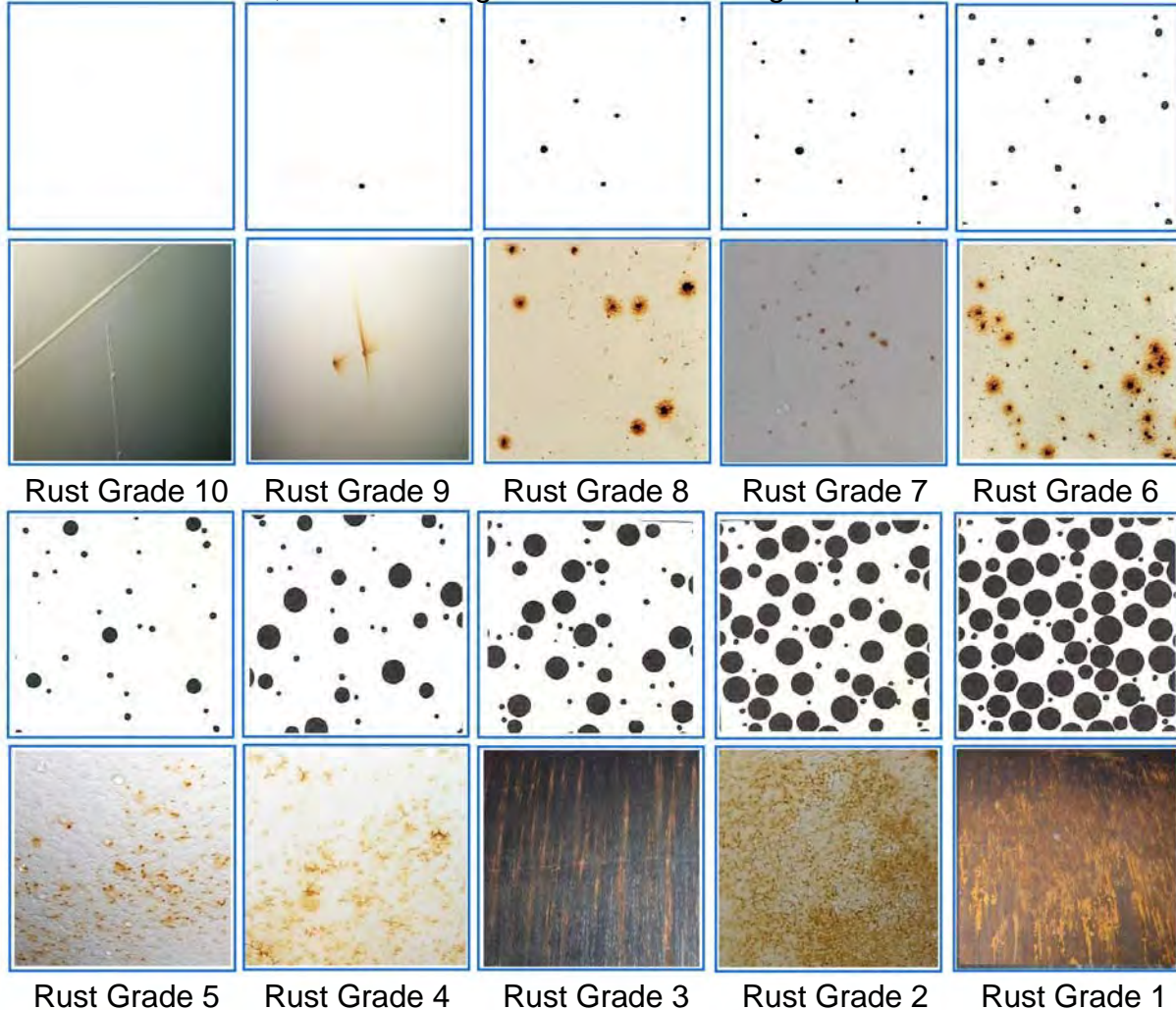


Chart 1 - Condition Rating The table below gives a basic description of the four different categories that CSI Services, Inc. uses to provide a general depiction of the condition of each defined area of a structure. The categories are Poor, Fair, Good, or Excellent. The development of these categories is based on historical knowledge and experience of various paint and lining systems over given periods of time in certain service environments. Basically, the rating is determined based on what should be expected of the paint or lining system at that point in its life cycle. As a result, different determinations are made for maintenance inspection versus warranty inspections. A detailed description of each rating with relative consideration addressed follows:

Rating	General Description of Conditions	
	Maintenance Inspection	Warranty Inspection
Poor	This condition is usually prioritized for rework in the short-term. Typically, these surfaces have considerably more coating defects and/or corrosion than what is expected for the age of the system.	This condition identifies an area with wholesale coating defects or corrosion concerns that will typically require significant removal and replacement of the coatings in the area.
Fair	Typically, these surfaces have a level of coating defects and/or corrosion that is slightly worse than what should be expected for the age of the system. This condition is placed on a short-term monitoring schedule.	This condition identifies an area with partial coating defects or corrosion concerns that will require significant rework.
Good	This condition is rated for areas without any considerable coating defects or corrosion. These surfaces are in a condition that is typical for the age of the coating system.	This condition identifies areas with coating defects or corrosion that is typically seen in one-year warranty inspections. Typically, only minor spot repairs are required.
Excellent	This condition is for areas without any considerable coating defects or corrosion. Typically, these surfaces are in a condition that is better than expected for the age of the system.	This condition identified areas that typically are in perfect condition and require no repair work.



Chart 2 -Rust Grade The black and white figures below depict the standards referenced in ASTM D610 “Standard Test Method for Evaluating Degree of Rusting on Painted Surfaces.” Below each standard is a photographic depiction of each level of corrosion, as used by CSI Services, Inc. The standards depict the percentage of rust on a scale from 0 to 10, with 10 having no rust and 0 having complete rust.








Rust Grade 0

Rust Grade	Description
10	No rusting or less than 0.01% of surface rusted
9	Minute rusting, less than 0.03% of surface rusted
8	Few isolated rust spots, less than 0.1% of surface rusted
7	Less than 0.3% of surface rusted
6	Excessive rust spots, but less than 1% of surface rusted
5	Rusting to the extent of 3% of surface rusted
4	Rusting to the extent of 10% of surface rusted
3	Approximately one-sixth of the surface rusted
2	Approximately one-third of the surface rusted
1	Approximately one-half of the surface rusted
0	Approximately 100% of the surface rusted



Chart 3 - Corrosion Grade The figure below depicts the photographic standards referenced by CSI Services, Inc. in the determination of the characteristics and stages of corrosion progression. This standard is used to better quantify the level of corrosion once it has progressed to Rust Grades 3, 2, 1, or 0 (see Chart 2). When applicable, CSI classifies an area as one or more of the five different Corrosion Grades. Corrosion Grades 1 through 5 are described below:

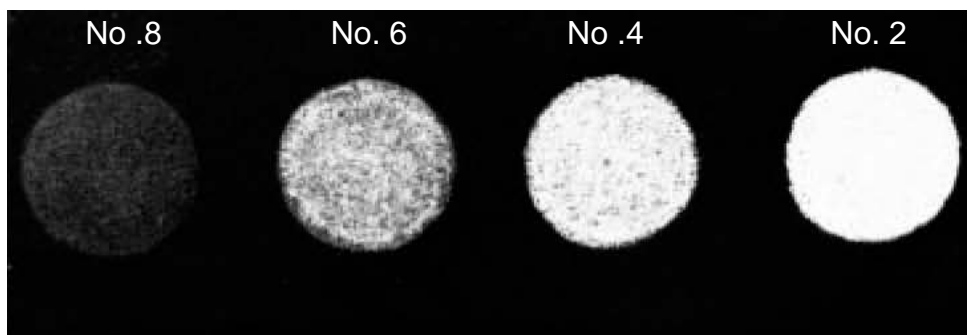
Grade	Description	Photo Examples
1	Light Rust - This condition involves relatively light colored rust that does not have any significant metal loss.	
2	Dark Rust - This condition involves relatively dark colored, thicker rust that is progressing towards the next phase, significant metal loss.	
3	Pitting - This condition involves isolated or widespread deep spot corrosion (pitting).	
4	Scale - Also known as lamellar or exfoliation corrosion. The edges of the affected area are leaf like and resemble the separated pages of a wetted book.	
5	Structural Loss - This condition involves metal loss or failure where components will require structural consideration	

The photos depicted are examples and were not taken on this project.



Chart 4 - Chalking The figure below depicts the photographic standards referenced in ASTM D4214 “Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Films,” Method D659, Method C. Generally speaking, chalking is the degradation of a paint’s binder leaving behind loose pigments as the binder reacts with the environment, primarily ultraviolet light and oxygen. Evaluating chalking is a means to measure the performance of a coating system and its life cycle projection. It is also important to quantify for consideration of future overcoating options. This test uses these pictorial standards to quantify the amount of chalking present on paint films. The depictions below represent the amount of colored chalk removed onto a cloth during the test. The scale ranges from 2 to 8 with the rating 2 having the most chalk.

Light Colored Paints



Dark Colored Paints

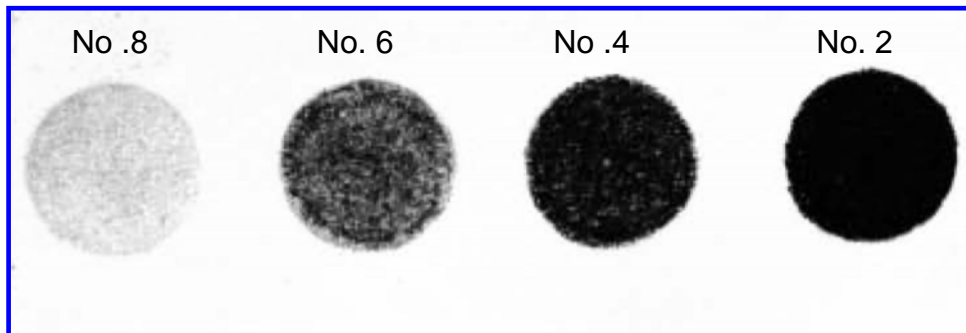


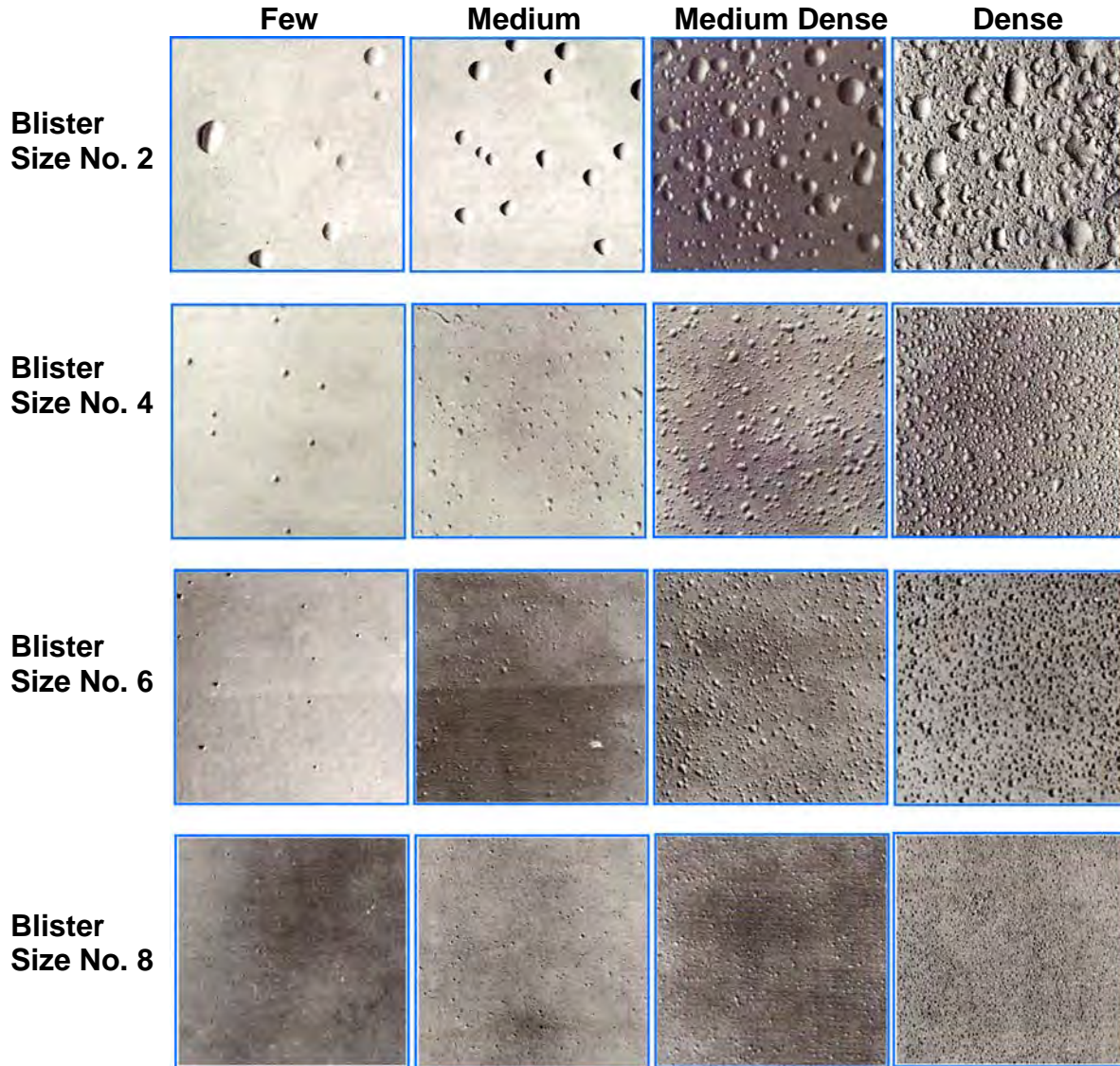


Chart 5 - Adhesion Rating The figures below depict the photographic standards and criteria referenced in ASTM D3359 “Standard Test Method for Evaluating Adhesion by Tape Test” and ASTM D6677 “Standard Test Method for Evaluating Adhesion by Knife.” Both Standards are used to assess the condition of a paint system for life-cycle projections. It is also used to evaluate an existing paint system’s ability to withstand the added stress that any overcoating strategies can create. Depending upon the thickness of the paint system, ASTM D3359 has two different test methods. The rating criteria for both standards follow:

ASTM D3359					
Method A			Method B		
Rating	Observation	Surface of X-cut from which flaking/peeling has occurred	Rating	Percent Area Removed	Surface of cross-cut area from which flaking has occurred for six parallel cuts and adhesion range by percent
5A	No peeling or removal	None	5B	0% none	
4A	Trace peeling or removal along incisions or their intersection		4B	Less than 5%	
3A	Jagged Removal along incisions up to 1/16" on either side		3B	5 – 15%	
2A	Jagged removal along most of incisions up to 1/8" on either side		2B	15 – 35%	
1A	Removal from most of the area of the X under the tape		1B	35-65%	
0A	Removal beyond the area of the X		0B	Greater than 65%	

ASTM D6677	
Rating	Description
10	Fragments no larger than $\frac{1}{32}$ " x $\frac{1}{32}$ " can be removed with difficulty
8	Chips up to $\frac{1}{8}$ " x $\frac{1}{8}$ " can be removed with difficulty
6	Chips up to $\frac{1}{4}$ " x $\frac{1}{4}$ " can be removed with slight difficulty
4	Chips larger than $\frac{1}{4}$ " x $\frac{1}{4}$ " can be removed with slight pressure
2	Once coating removal is initiated by knife, it can be peeled at least $\frac{1}{4}$ "
0	Coating can be peeled easily to length greater than $\frac{1}{4}$ "

Chart 6 – Blistering Rating The figure below depicts the photographic standards referenced in ASTM D714 “Standard Test Method for Evaluating Degree of Blistering of Paints”. This test uses these pictorial standards to quantify both the size and density of blisters that may develop in linings. Although the standard uses a blister size scale of 0 to 10 this chart uses the most common sizes of blisters found in the field. The standard does not use a reference for the size of each of the blisters depicted. CSI used this scale as a means for further quantification by qualifying the largest blister depicted as being 1 inch in width (Blister Size No. 2) and the smallest blister being 1/32 of an inch in width (Blister Size No. 8).



Appendix E

Survey of As-Built Water Tower

TOWER BASE

PLAN VIEW, GROUND LEVEL



SCALE: 1"=10'



COLUMN HEIGHTS FROM FOOTING TO BOTTOM OF CATWALK:

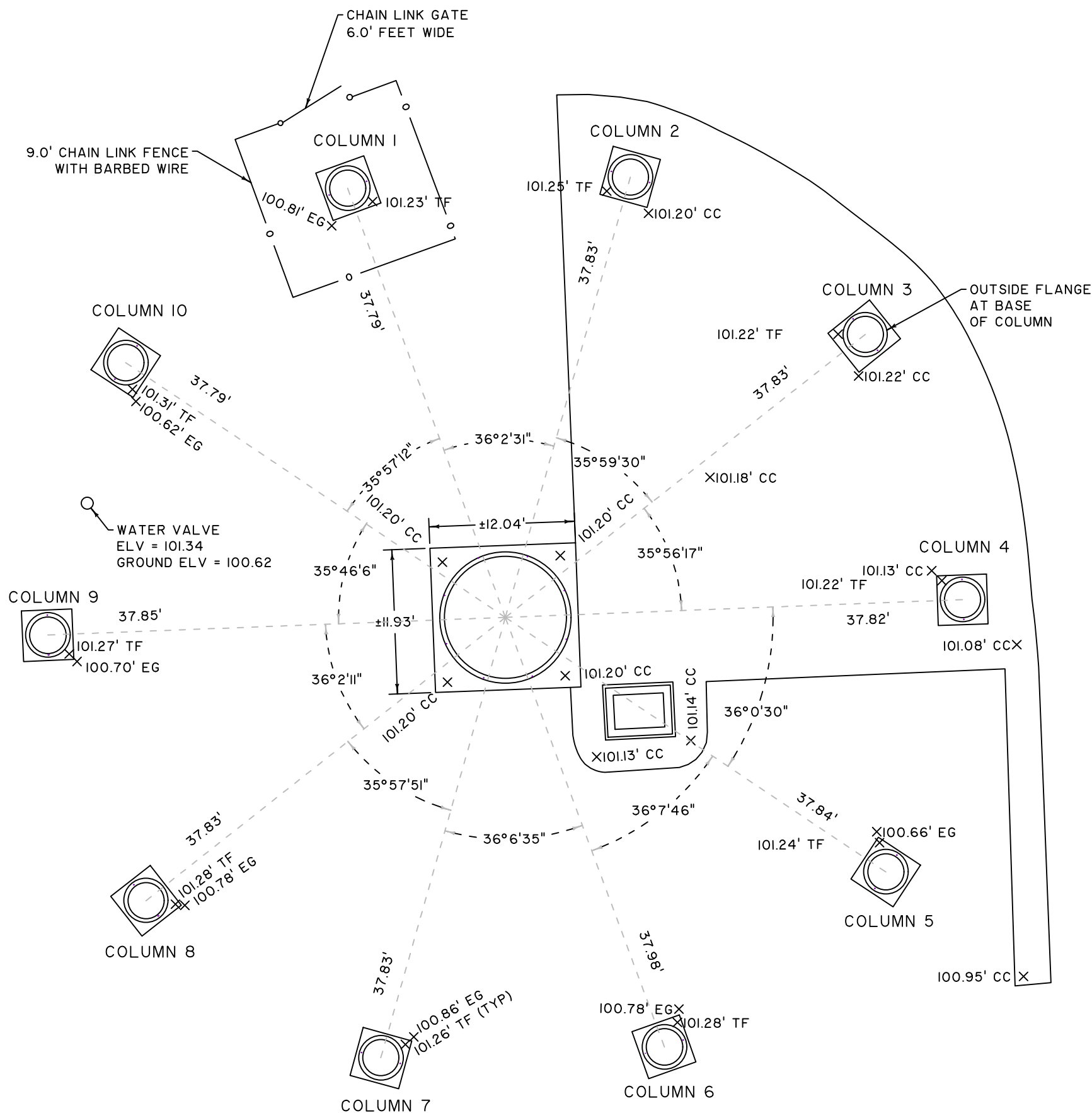
COLUMN 1 = ± 108.84'
 COLUMN 2 = ± 108.79'
 COLUMN 3 = ± 108.75'
 COLUMN 4 = ± 108.80'
 COLUMN 5 = ± 108.79'
 COLUMN 6 = ± 108.82'
 COLUMN 7 = ± 108.78'
 COLUMN 8 = ± 108.81'
 COLUMN 9 = ± 108.83'
 COLUMN 10 = ± 108.79'

FOOTING DIMENSIONS:

COLUMN 1 = ± 4.16' X 4.21'
 COLUMN 2 = ± 4.05' X 4.11'
 COLUMN 3 = ± 4.40' X 4.11'
 COLUMN 4 = ± 4.12' X 4.11'
 COLUMN 5 = ± 4.17' X 4.13'
 COLUMN 6 = ± 4.11' X 4.15'
 COLUMN 7 = ± 4.10' X 4.16'
 COLUMN 8 = ± 4.14' X 4.17'
 COLUMN 9 = ± 4.16' X 4.18'
 COLUMN 10 = ± 4.16' X 4.14'

COLUMN DIAMETERS:

COLUMN 1 = ± 3.00' BASE FLANGE = ± 3.68'
 COLUMN 2 = ± 3.00' BASE FLANGE = ± 3.68'
 COLUMN 3 = ± 3.00' BASE FLANGE = ± 3.66'
 COLUMN 4 = ± 2.99' BASE FLANGE = ± 3.68'
 COLUMN 5 = ± 2.98' BASE FLANGE = ± 3.67'
 COLUMN 6 = ± 3.02' BASE FLANGE = ± 3.68'
 COLUMN 7 = ± 2.99' BASE FLANGE = ± 3.67'
 COLUMN 8 = ± 2.99' BASE FLANGE = ± 3.66'
 COLUMN 9 = ± 3.02' BASE FLANGE = ± 3.67'
 COLUMN 10 = ± 3.01' BASE FLANGE = ± 3.68'
 CENTER SHAFT = ± 10.08' BASE FLANGE = ± 10.84'



LEGEND

- × XXX.XX CC SPOT ELEVATION OF CONCRETE
- × XXX.XX EG SPOT ELEVATION OF EXISTING GROUND
- × XXX.XX TF SPOT ELEVATION TOP OF FOOTING

NOTE: ELEVATIONS ARE ON AN ASSUMED DATUM OF 100.00'

FOR REVIEW AND COMMENT ONLY



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 Fresno, Ca 93729
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 Madera, Ca 93636
 voice: 559.645.4849
 fax: 559.645.4869
 www.bedrockeng.com

DATE: APRIL 20, 2022
 DRAWN BY: NCT
 CHECKED BY: CEM
 PROJECT NO: 21-6199
 DRAWING NAME: 21-6199 Water Tower.dwg
 SHEET NO. **1**
 SHEET 1 OF 6 SHEET(S)

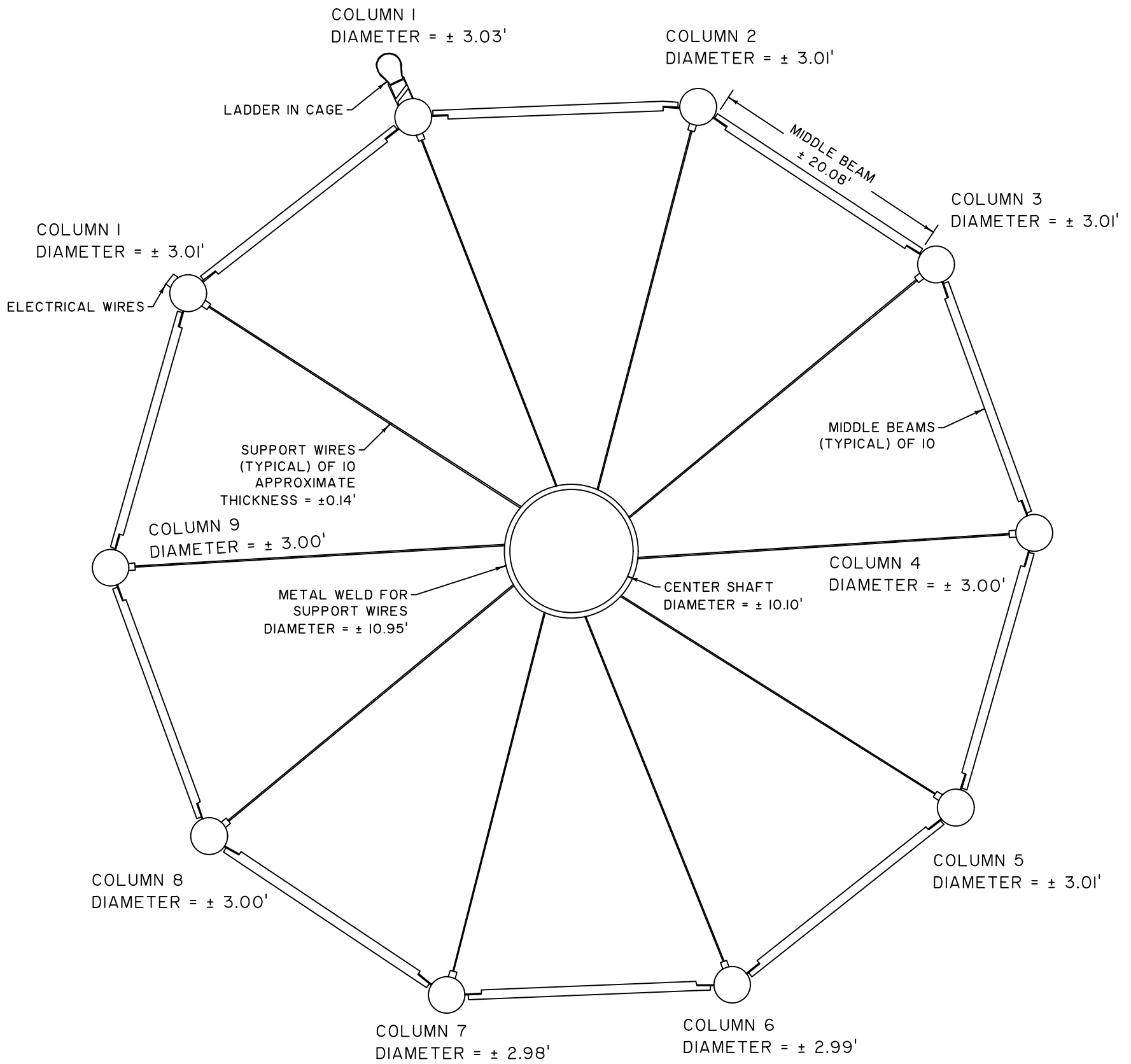
MIDDLE TOWER

PLAN VIEW, MIDDLE LEVEL

APPROXIMATE ELEVATION = ± 156.40'



SCALE: 1"=10'



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DATE: APRIL 20, 2022
DRAWN BY: NCT
CHECKED BY: CEM
PROJECT NO: 21-6199
DRAWING NAME:
21-6199 Water Tower.dwg
SHEET NO. **2**
SHEET 2 OF 7 SHEET(S)

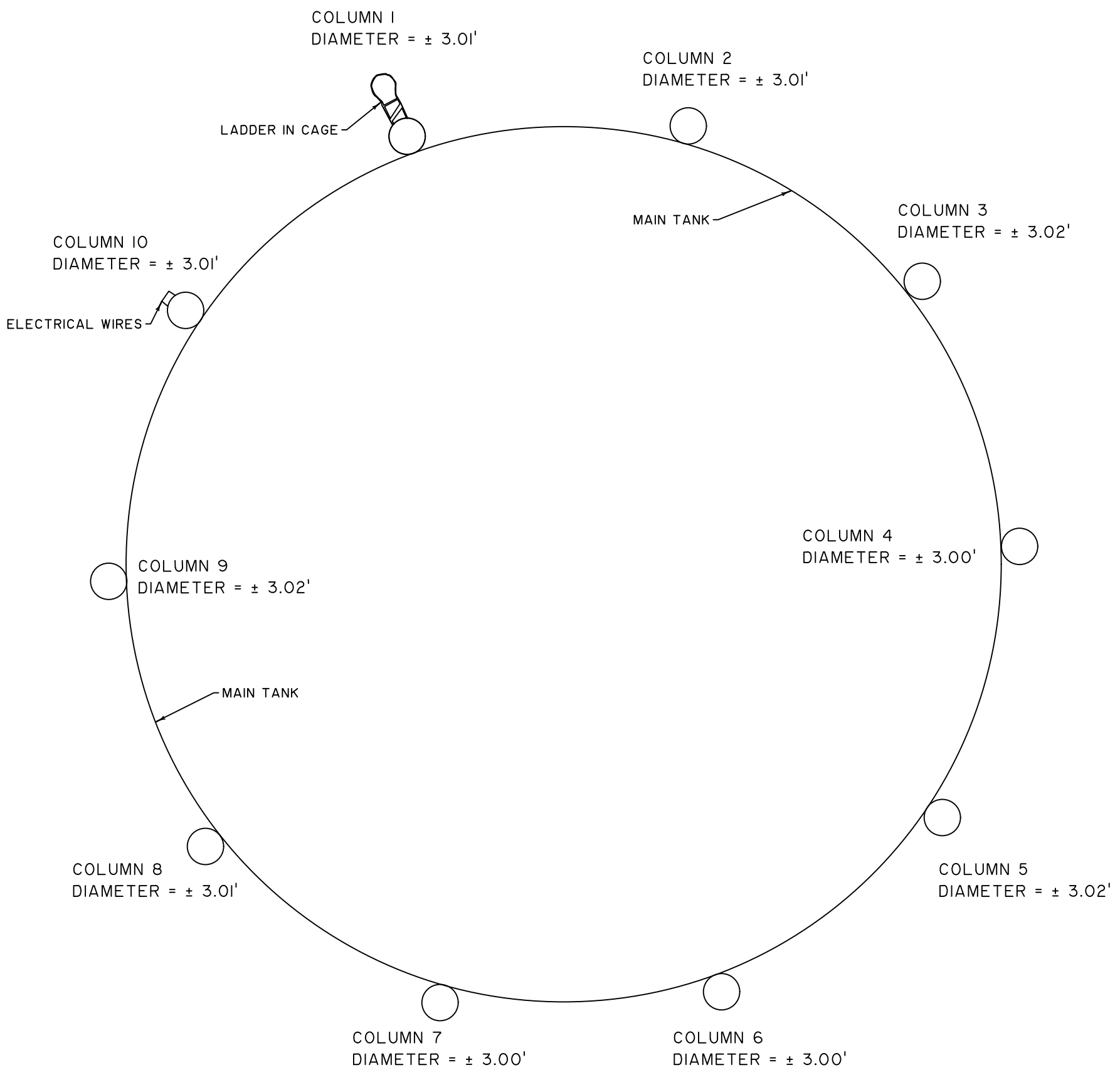
TOP TOWER 1

PLAN VIEW, TOP LEVEL WHERE WELD OF COLUMNS MEETS THE
MAIN WATER TANK

APPROXIMATE ELEVATION = $\pm 202.25'$
WITH A TANK DIAMETER OF $\pm 72.68'$ AT THIS ELEVATION.



SCALE: 1"=10'



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DATE: APRIL 20, 2022
DRAWN BY: NCT
CHECKED BY: CEM
PROJECT NO: 21-6199
DRAWING NAME:
21-6199 Water Tower.dwg
SHEET NO. **3**
SHEET 3 OF 7 SHEET(S)

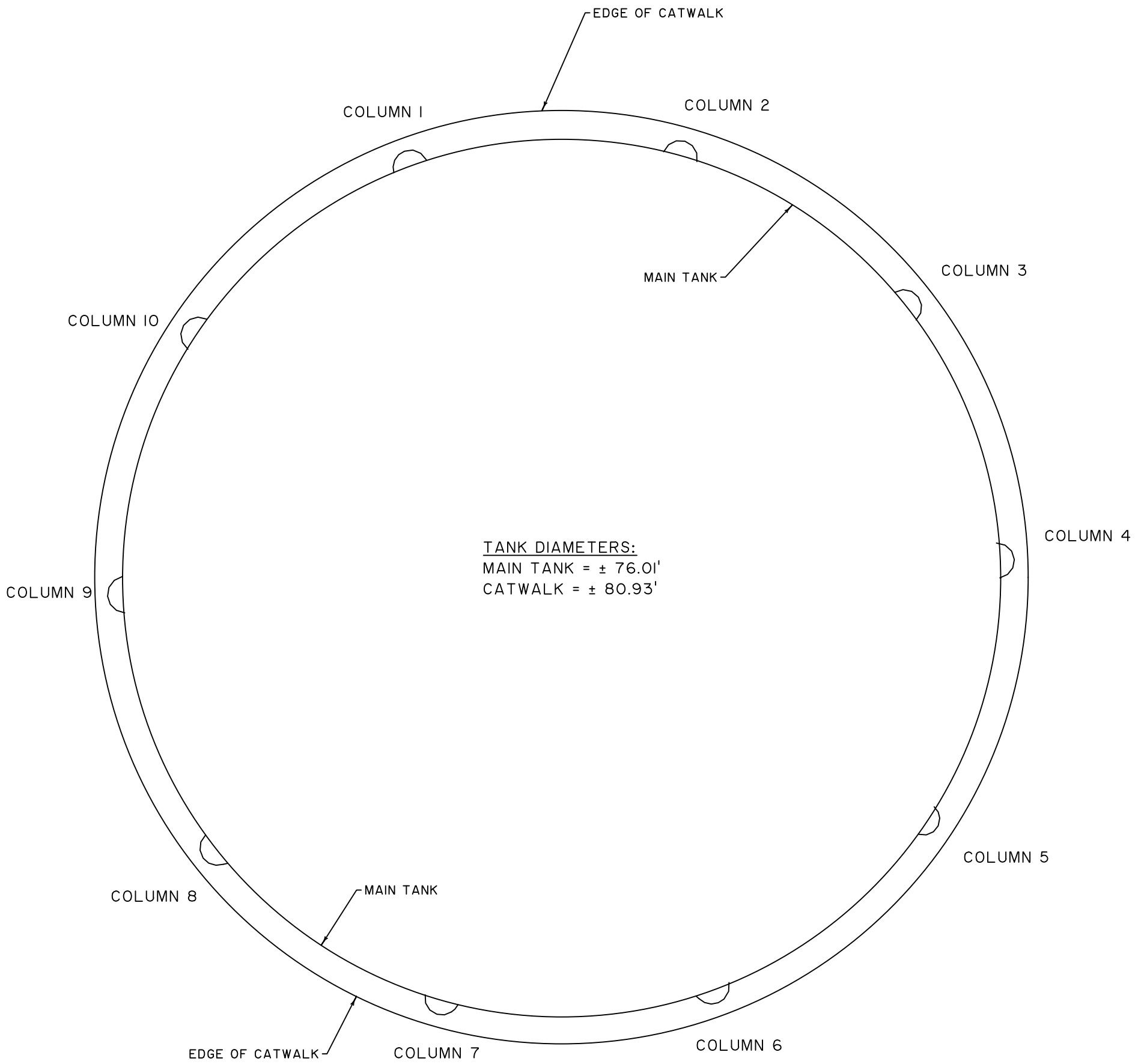
TOP TOWER CATWALK

PLAN VIEW, TOP LEVEL CATWALK

APPROXIMATE ELEVATION = ± 210.00'



SCALE: 1"=10'



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DATE:	APRIL 20, 2022
DRAWN BY:	NCT
CHECKED BY:	CEM
PROJECT NO:	2I-6199
DRAWING NAME:	2I-6199 Water Tower.dwg
SHEET NO.	4
SHEET 4 OF 7 SHEET(S)	

MIDDLE TANK PROFILE

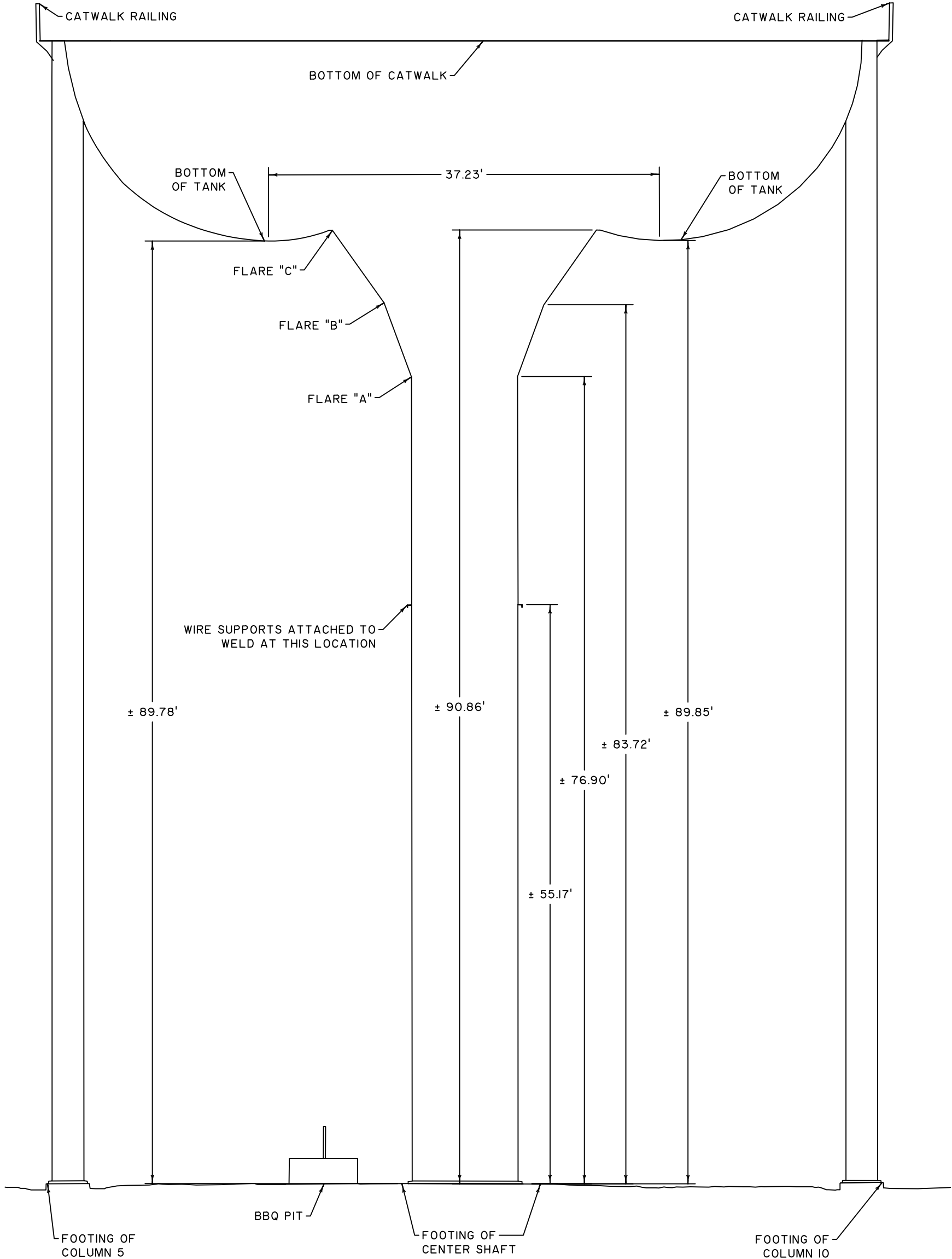
LOOKING SOUTHERLY FROM "BAY"

NOT TO SCALE

FLARE "A" OUTSIDE DIAMETER = ± 10.10'
 FLARE "B" OUTSIDE DIAMETER = ± 15.10'
 FLARE "C" OUTSIDE DIAMETER = ± 25.00'

FOR REVIEW AND COMMENT ONLY

NOTE: ELECTRICAL WIRES RUN UP ALONG THE OUTSIDE OF COLUMN 10.



NOTE: HEIGHT MEASUREMENTS TO THE BOTTOM OF THE TANK ARE FROM THE TOP OF CONCRETE FOOTING OF CENTER SHAFT

MIDDLE COLUMN BASE PLATE THICKNESS = ±0.14'



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DATE: APRIL 20, 2022
 DRAWN BY: NCT
 CHECKED BY: CEM
 PROJECT NO: 21-6199
 DRAWING NAME: 21-6199 Water Tower.dwg
 SHEET NO. **5**
 SHEET 5 OF 7 SHEET(S)

BAY VIEW

LOOKING TOWARDS TANK

NOT TO SCALE

BEAM "A" LENGTH = ± 52.30'
 BEAM "B" LENGTH = ± 52.24'
 BEAM "C" LENGTH = ± 45.61'
 BEAM "D" LENGTH = ± 45.48'

NOTE: LENGTHS OF BEAMS ARE DISTANCES FROM END TO END.

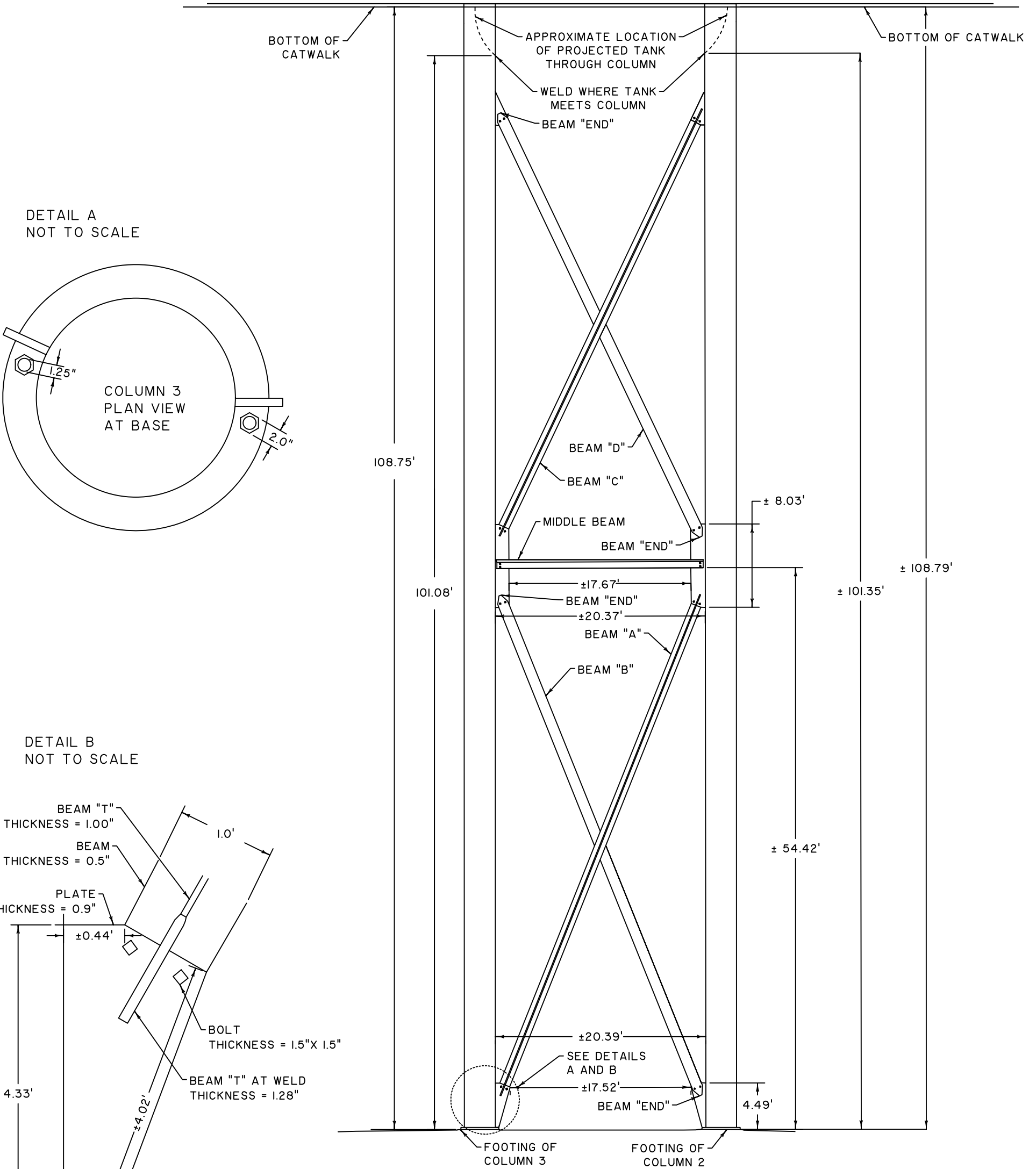
BEAM "B" CURVES AROUND BEAM "A".

BEAM "D" CURVES AROUND BEAM "C".

THE CURVES FOR BOTH BEAMS "B" AND "D" ARE CONCAVE AWAY FROM THE CENTER OF THE TANK.

FOR REVIEW AND COMMENT ONLY

MIDDLE BEAM COULD NOT BE MEASURED DUE TO HEIGHT RESTRICTIONS.



NOTE: HEIGHTS ARE MEASURED FROM TOP OF FOOTINGS



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DATE: APRIL 20, 2022
 DRAWN BY: NCT
 CHECKED BY: CEM
 PROJECT NO: 21-6199
 DRAWING NAME: 21-6199 Water Tower.dwg
 SHEET NO. **6**
 SHEET 6 OF 7 SHEET(S)

OUTER COLUMN
 BASE PLATE
 THICKNESS = ±0.12'

TOWER BASE BOLTS

PLAN VIEW, GROUND LEVEL

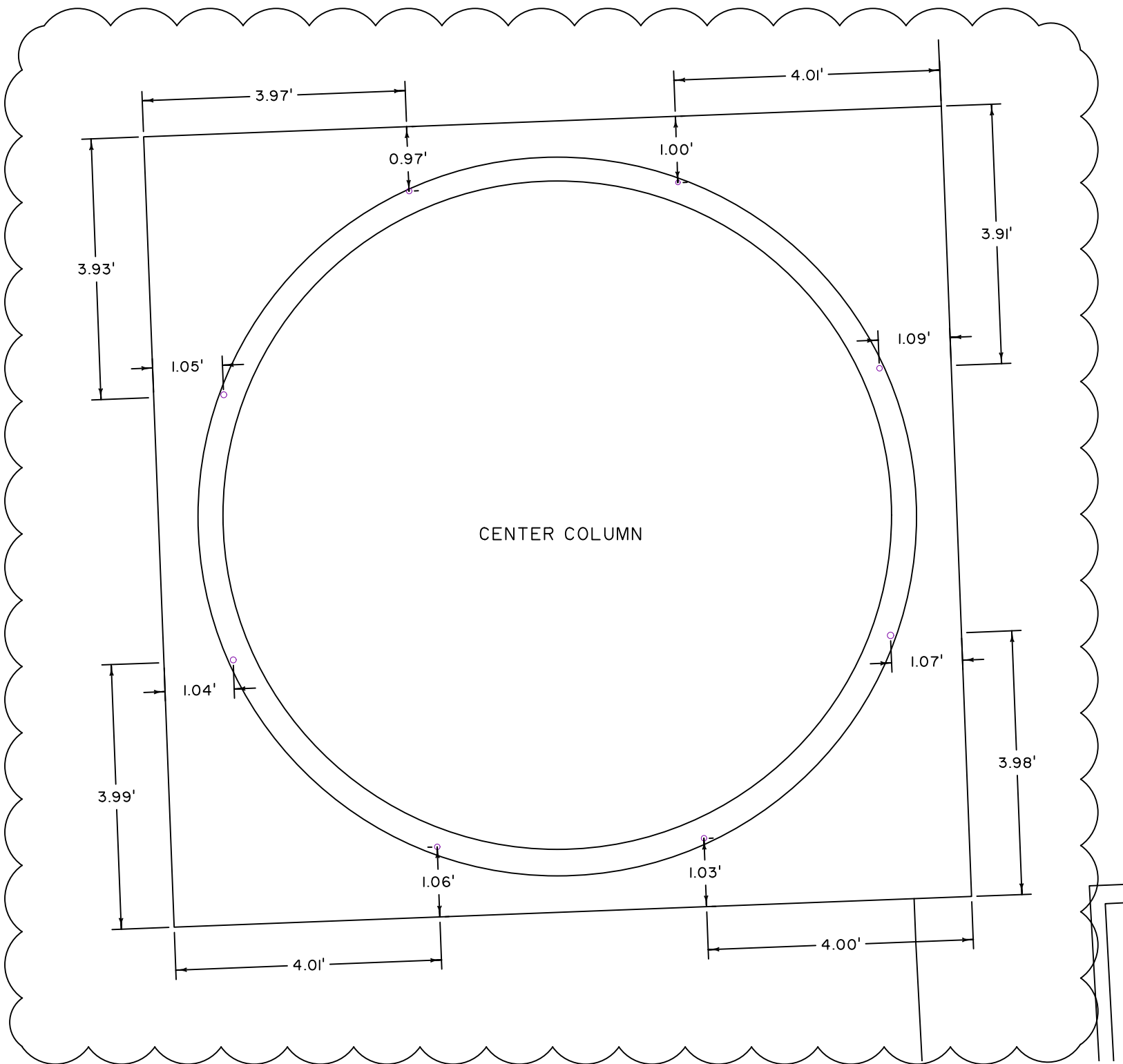
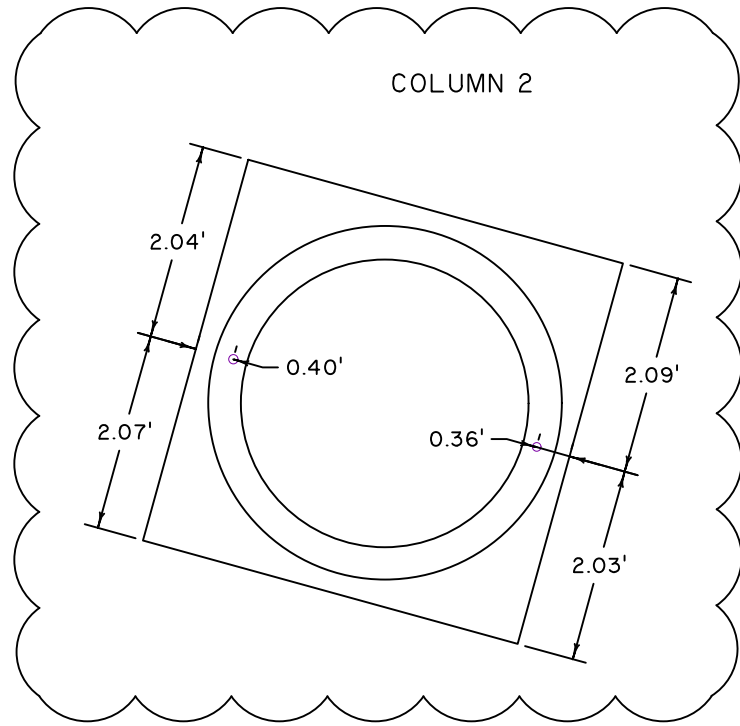


SCALE: 1"=2'



NOTE:

DIMENSIONS TO THE BOLTS ON THE OUTER COLUMNS ARE TYPICAL DISTANCES FROM THE CORNERS OF FOOTINGS.



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SHEET NO. **7**
SHEET 7 OF 7 SHEET(S)



Appendix F

Retrofit Calculations

Cook Water Tower (Existing Condition from 0° Model)

Component Capacities

Material Properties:

Structural Steel Yield Stress	$F_y =$	36	ksi
Structural Steel Ultimate Stress	$F_u =$	58	ksi
Steel Modulus of Elasticity	$E =$	29,000	ksi

Riser Column:

Gross Area	$A_g =$	213.18	in ²	
Unbraced Length (X-X)	$L_x =$	90.9	ft	
Radius of Gyration (X-X)	$r_x =$	42.65	in	
Effective Length Factor (X-X)	$K_x =$	1		
	$K_x L_x / r_x =$	25.6		
	$I_x =$	387828	in ⁴	
Unbraced Length (Y-Y)	$L_y =$	90.9	ft	
Radius of Gyration (Y-Y)	$r_y =$	42.65	in	
Effective Length Factor (Y-Y)	$K_y =$	1		
	$K_y L_y / r_y =$	25.6		
Elastic Critical Buckling Stress	$F_e = \pi^2 E / (L_c / r)^2 =$	438	ksi	(AISC 360-16, Eq. E3-4)
Resistance Factor	$\phi =$	0.9		
Factored Buckling Stress	$\phi F_{cr} =$	31.3	ksi	(AISC 360-16, Eqs. E3-2,3)
Compressive Strength	$P_c = \phi P_n =$	6006.0	k	
	$P_r = P_{nt} + \beta_2 P_{lt} =$	902.2	k	
	$P_r / P_c =$	0.150	< 0.2	Must use AISC Eq. H1-1b
	$C_{mx} = 0.6 - 0.4 M_1 / M_2 =$	1.0		
	$P_{e1x} = \pi^2 E I_x / (K_1 L_x)^2 =$	93,292	k	
	$B_{1x} = C_{mx} / (1 - \alpha P_r / P_{e1x}) =$	1.016		
	$M_{ntx} =$	83995	k-in	
	$M_{rx} = B_{1x} M_{ntx} =$	85340	k-in	
	$\phi_b M_{px} =$	230393	k-in	
	$P_r / P_c + 8/9 (M_{rx} / M_{cx} + M_{ry} / M_{cy}) =$	0.479	< 1.0	(H1-1a, AISC 360-16)
	$P_r / (2 P_c) + (M_{rx} / M_{cx} + M_{ry} / M_{cy}) =$	0.446	< 1.0	(H1-1b, AISC 360-16)

Tube Column:

Gross Area	$A_g =$	49.04	in ²	
Unbraced Length (X-X)	$L_x =$	55.0	ft	
Radius of Gyration (X-X)	$r_x =$	12.62	in	
Effective Length Factor (X-X)	$K_x =$	1		
	$K_x L_x / r_x =$	52.3		
Unbraced Length (Y-Y)	$L_y =$	55.0	ft	
Radius of Gyration (Y-Y)	$r_y =$	12.62	in	
Effective Length Factor (Y-Y)	$K_y =$	1		
	$K_y L_y / r_y =$	52.3		
Elastic Critical Buckling Stress	$F_e =$	105	ksi	(AISC 360-16, Eq. E3-4)
Resistance Factor	$\phi =$	0.9		
Factored Buckling Stress	$\phi F_{cr} =$	28.1	ksi	(AISC 360-16, Eqs. E3-2,3)
Compressive Strength	$\phi P_n =$	1375.8	k	

Tie-Rod (Upper)

Section:	T Beam:	0.50	x 12	+ 1.0	x 3.0
Sectional Area	$A_{ur} =$	9.5	in ²		
Yielding Strength	$\phi P_n = 0.9F_y A_g =$	307.8	k		(AISC 360-16, Eq. D2-1)
Rupture Strength	$\phi P_n = 0.75F_u A_e =$	413.3	k		(AISC 360-16, Eq. D2-2)

Tie-Rod (Lower)

Section:	T Beam:	0.50	x 12	+ 1.0	x 3.0
Sectional Area	$A_{lr} =$	9.5	in ²		
Yielding Strength	$\phi P_n = 0.9F_y A_g =$	307.8	k		(AISC 360-16, Eq. D2-1)
Rupture Strength	$\phi P_n = 0.75F_u A_e =$	413.3	k		(AISC 360-16, Eq. D2-2)

Pin Connector

"T" Beam Web:		1.28	x 3.0		
	$A_{web} =$	3.84	in ²		
	$\phi T_n = \phi F_y A_{web} = (0.9)(F_y)(A_{web}) =$	124.4	k		
Bolts:		2	1.5 x 1.5		
Pin Sectional Area	$A_p =$	4.500	in ²		
Pin Shear Strength (Considering Single Shear)					
Shear Rupture Strength:	$\phi P_n = \phi F_n A_b = (0.75)(0.5F_u)(A_b) =$	97.9	k		(AISC 360-16, Eq. J3-1)
Shear Yielding Strength:	$\phi P_n = \phi 0.6F_y A_g = (1.0)(0.6F_y)(A_g) =$	97.2	k		(AISC 360-16, Eq. J4-3)
Flange Weld:	$h_w =$	0.375	in	$L =$	28 in
	$A_w = 0.707h_w L =$	7.4	in ²		
	$\phi P_n = 0.75F_u A_e =$	389.7			

Bearing Strength at Pin Hole

$$P_n = 1.2L_c t F_u \leq 2.4dt F_u \quad (\text{AISC 360-16, Eq. J3-6a})$$

$$L_c = 2 \text{ in} \quad (\text{Clear distance, in the direction of the force})$$

$$1.2L_c t F_u = 365.4 \text{ k} \quad 2.4dt F_u = 365.4 \text{ k}$$

$$2\phi P_n = 2 \times 0.75 P_n = 274.1 \text{ k}$$

Gusset Plate Connector

$$\text{Gusset Plate Thickness} \quad t_p = 7/8 \text{ in}$$

Gusset Plate Block Shear Strength

$$R_n = 0.6F_u A_{nv} + U_{bs} F_u A_{nt} \leq 0.6F_y A_{gv} + U_{bs} F_u A_{nt} \quad (\text{AISC 360-16, Eq. J4-5})$$

$$\text{Gross Area Subject to Shear} \quad A_{gv} = 2t_p l_v = 91.0 \text{ in}^2$$

$$\text{Net Area Subject to Tension} \quad A_{nt} = t_p d_p = 2.63 \text{ in}^2$$

$$\text{Net Area Subject to Shear} \quad A_{nv} = 2t_p l_v = 91 \text{ in}^2$$

$$\text{Shear Area Length} \quad l_v = 52 \text{ in}$$

$$\text{Tension Reduction Coefficient} \quad U_{bs} = 1.0$$

$$0.6F_u A_{nv} + U_{bs} F_u A_{nt} = 3319.1 \text{ k} \quad 0.6F_y A_{gv} + U_{bs} F_u A_{nt} = 2117.9 \text{ k}$$

$$\phi P_n = 0.75 P_n = 1588.4 \text{ k}$$

Gusset Plate Tensile Strength

$$\text{Effective Tensile Width} \quad b_p = 12 \text{ in}$$

Tensile Yielding Strength:

$$\phi P_n = \phi F_y A_g = (0.9)(F_y)(A_g) = 340.2 \text{ k} \quad (\text{AISC 360-16, Eq. J4-1})$$

Tensile Rupture Strength:

$$\phi P_n = \phi F_u A_e = (0.75)(F_u)(0.75A_g) = 342.6 \text{ k} \quad (\text{AISC 360-16, Eq. J4-2})$$

Column Base Anchorage

$$\text{Anchor Bolt Diameter} \quad d_a = 1.25 \text{ in}$$

$$\text{Anchor Bolt Area} \quad A_{se} = 1.227 \text{ in}^2$$

$$\text{Ultimate Tensile Strength} \quad f_{uta} = 55 \text{ ksi}$$

$$\text{Effective Anchor Embedment} \quad h_{ef} = 72 \text{ in}$$

$$\text{Footing Concrete Strength} \quad f'_c = 3,000 \text{ psi}$$

$$\text{Footing Cap Thickness} \quad h_a = 76 \text{ in}$$

$$\text{Edge Distance (Tangential)} \quad C_{aT} = 6 \text{ in}$$

$$\text{Edge Distance (Radial)} \quad C_{aR} = 24 \text{ in}$$

Anchorage Tensile Strength

(1) Steel Strength

$$\text{Number of Effective Anchor Bolts} \quad n = 2$$

$$\phi N_{sa} = (0.75)(n)(A_{se,N})(f_{uta}) = 101.2 \text{ k}$$

(2) Concrete Breakout Strength

$$A_{Nco} = 9h_{ef}^2 = 46,656 \text{ in}^2 \quad (\text{ACI 318-14, Eq. 17.4.2.1c})$$

$$A_{Nc} = 2,304 \text{ in}^2$$

$$\psi_{ec,N} = 1.00$$

$$\psi_{ed,N} = 0.7 + 0.3[C_{a,min}/(1.5h_{ef})] = 0.717 \leq 1.00 \quad (\text{ACI 318-14, Eq. 17.4.5.4b})$$

$$\psi_{c,N} = 1.00 \quad (\text{For Cracked Concrete})$$

$$\psi_{cp,N} = 1.00 \quad (\text{For Cracked Concrete})$$

$$N_b = k_c \lambda_a (f'_c)^{0.5} (h_{ef})^{1.5} = 803.1 \text{ k} \quad (\text{ACI 318-14, Eq. 17.4.2.2a})$$

$$\text{where } k_c = 24 \quad (\text{For Cast-In Anchors})$$

$$\lambda_a = 1.0 \quad (\text{For Normal Weight Concrete})$$

$$N_{cbg} = (A_{Nc}/A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b = 28.4 \text{ k} \quad (\text{ACI 318-14, Eq. 17.4.2.1b})$$

$$\phi N_{cbg} = (0.70) N_{cbg} = 19.9 \text{ k} \quad (\text{Wind})$$

$$0.75 \phi N_{cbg} = (0.75)(0.70) N_{cbg} = 14.9 \text{ k} \quad (\text{Seismic})$$

Anchorage Shear Strength (2 Anchor Bolts Take V_u)

(1) Steel Strength

Number of Effective Anchor Bolts $n = 2$ (2 Anchor Bolts)

$$\phi V_{sa} = (0.65)(n)(0.6A_{se,v})(f_{uta}) = 52.6 \text{ k}$$

(2) Concrete Breakout Strength

(a) Radial Shear V_R

$$C_{a1} = 24 \text{ in} \quad C_{a2} = 6 \text{ in}$$

$$A_{Vco} = 4.5C_{a1}^2 = 2592 \text{ in}^2$$

$$A_{Vc} = 1728 \text{ in}^2$$

$$\psi_{ec,v} = 1.00$$

$$\psi_{ed,v} = 0.7 + 0.3[C_{a2}/(1.5C_{a1})] = 0.750 \leq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.6b})$$

$$\psi_{c,v} = 1.00 \quad (\text{For Cracked Concrete})$$

$$\psi_{h,v} = (1.5C_{a1}/h_a)^{0.5} = 1.000 \geq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.8})$$

$$V_b = 7(l_e/d_a)^{0.2} (d_a)^{0.5} \lambda_a (f'_c)^{0.5} (C_{a1})^{1.5} = 76.4 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.2a})$$

$$V_{cbg} = (A_{Vc}/A_{Vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_b = 38.2 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.1})$$

$$\phi V_{cbg} = (0.70) V_{cbg} = 26.7 \text{ k}$$

(b) Tangential Shear V_T

$$C_{a1} = 6 \text{ in} \quad C_{a2} = 24 \text{ in}$$

$$A_{Vco} = 4.5C_{a1}^2 = 162 \text{ in}^2$$

$$A_{Vc} = 432 \text{ in}^2$$

$$\psi_{ec,v} = 1.00$$

$$\psi_{ed,v} = 0.7 + 0.3[C_{a2}/(1.5C_{a1})] = 1.000 \leq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.6b})$$

$$\psi_{c,v} = 1.00 \quad (\text{For Cracked Concrete})$$

$$\psi_{h,v} = (1.5C_{a1}/h_a)^{0.5} = 1.000 \geq 1.00 \quad (\text{ACI 318-14, Eq. 17.5.2.8})$$

$$V_b = 7(l_e/d_a)^{0.2} (d_a)^{0.5} \lambda_a (f'_c)^{0.5} (C_{a1})^{1.5} = 9.5 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.2a})$$

$$V_{cbg} = 2(A_{Vc}/A_{Vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_b = 50.9 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.2.1})$$

$$\phi V_{cbg} = (0.70) V_{cbg} = 35.6 \text{ k}$$

(3) Concrete Pryout Strength

$$\phi V_{cp} = (0.7) k_{cp} N_{cbg} = 39.8 \text{ k} \quad (\text{ACI 318-14, Eq. 17.5.3.1a})$$

$$k_{cp} = 2 \quad (\text{For } h_{ef} > 2.5")$$

Foundation (ASD)

Concrete Unit Weight	$w_c =$	150 pcf
Column Section Area	$A_c =$	16 ft ²
Column Hight	$H_c =$	6 ft
Footing Cap Length	$L_F =$	15 ft
Footing Cap Width	$B_F =$	15 ft
Footing Cap Depth	$D_F =$	1 ft
Footing Cap Weight	$W_F =$	48.15 k

Allowable Passive Earth Pressure $p_p = 270$ pcf

Allowable Passive Soil Pressure at Base of Footing Cap (Maximum):

$$P_p = 270 \text{ psf} < 2,000 \text{ psf}$$

Coefficient of Friction $k_f = 0.375$ (Between Concrete and Soil)

Soil Skin Friction $v_s = 900$ psf

Allowable Soil Bearing Capacity $q_a = 6,500$ psf

Sliding Resistance

$$\text{Passive soil Resistance} = (1/2)(P_p)(D_F)(B_F) = 2.025 \text{ k} \quad (33\% \text{ Increase Allowed})$$

$$\text{Soil Friction Resistance} = (P_{du} + W_f)(k_f) = 320.4 \text{ k} \quad (33\% \text{ Increase Allowed})$$

$$\text{Total Sliding Resistance at Footing} = 429.9 \text{ k}$$

Overturning Resistance

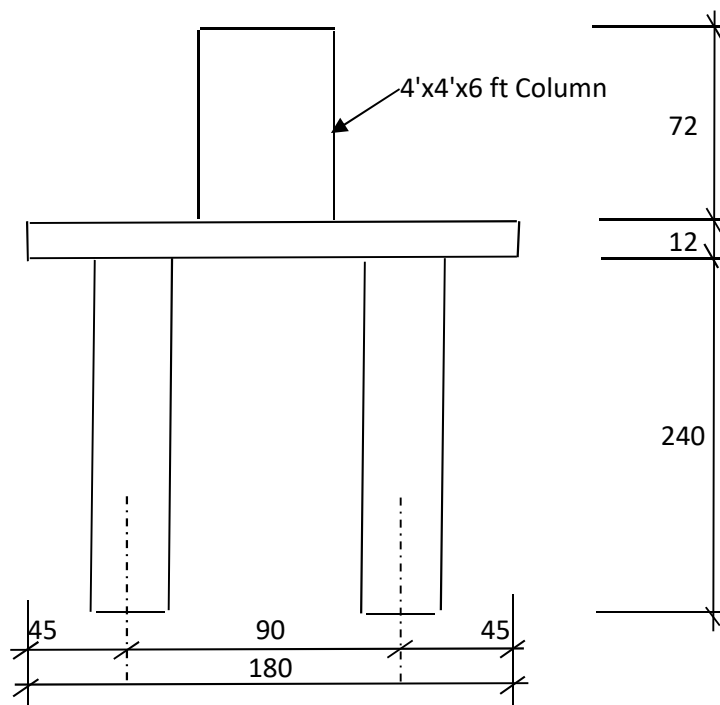
$$\text{Footing Dead Load Resistance} = 0.6W_F = 28.9 \text{ k}$$

$$\text{Soil Skin Friction Resistance} = (v_s)(2)(L_F + B_F)(D_F) = 140.4 \text{ k} \quad (33\% \text{ Increase Allowed})$$

$$\text{Total Overturning Resistance at Footing} = 216.09 \text{ k}$$

$$\text{Soil Bearing Resistance} = (q_a)(L_F)(B_F) = 1462.5 \text{ k} \quad (33\% \text{ Increase Allowed})$$

$$\text{Short-Term Soil Bearing Resistance} = 1950.0 \text{ k}$$



Cook Water Tower (Existing Condition from 0° Model)

Component Demand/Capacity Ratios

Riser Column

D (Compressive Force) =	974.6 k
C ₁ (Compressive/Buckling Strength) =	6006.0 k
D/C ₁ =	0.162
D/C ₂ =	0.446

Tube Columns

D (Compressive Force) =	1057.0 k
C ₁ (Compressive/Buckling Strength) =	1375.8 k
D/C ₁ =	0.768

Tie-Rods (Upper)

D (Tensile Force) =	93.9 k
C ₁ (Tensile Yielding Strength) =	307.8 k
C ₂ (Tensile Rupture Strength) =	413.3 k
D/C ₁ =	0.305
D/C ₂ =	0.227

Tie-Rods (Lower)

D (Tensile Force) =	80.8 k
C ₁ (Tensile Yielding Strength) =	307.8 k
C ₂ (Tensile Rupture Strength) =	413.3 k
D/C ₁ =	0.263
D/C ₂ =	0.196

Pin Connectors

D (Shear Force, w/o Ω_o) =	(Seismic, Wind)	93.9 k		
D _{Ω} (Shear Force, w/ Ω_o) =	(Seismic)	248.4 k		
C ₁ (Shear Rupture Strength) =	389.7	+ 124.4	+ 97.9 k	= 612.0 k
C ₂ (Shear Yielding Strength) =	389.7	+ 124.4	+ 97.2 k	= 611.3 k
C ₃ (Bearing Strength at Pin Hole) =			274.1 k	
D/C ₁ =			0.153	
D/C ₂ =			0.154	
D/C ₃ =			0.342	
D _{Ω} /C ₁ =			0.406	
D _{Ω} /C ₂ =			0.406	
D _{Ω} /C ₃ =			0.907	

Gusset Plate Connectors

D (Shear & Tensile Force, w/o Ω_o) =	93.9 k
D_Ω (Shear & Tensile Force, w/ Ω_o) =	248.4 k
C_1 (Block Shear Strength) =	1588.4 k
C_2 (Tensile Yielding Strength) =	340.2 k
C_3 (Tensile Rupture Strength) =	342.6 k
D/C_1 =	0.059
D/C_2 =	0.276
D/C_3 =	0.274
D_Ω/C_1 =	0.156
D_Ω/C_2 =	0.730
D_Ω/C_3 =	0.725

Column Base Anchorage

(1) Node #1022 (0°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-283.5 k	
$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	74.2 k	
D_V (Maximum Shear Force, w/o Ω_o) =	22.6 k	
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	0.0 k	Retrofit Anchors
C_N (Anchorage Tensile Strength) =	101.2 k	
C_V (Anchorage Shear Strength) =	52.6 k	
C_V (Anchorage Concrete Shear Strength) =	26.7 k	Concrete Failure
$D/C = (D_N/C_N) + (D_V/C_V) =$	-2.801 + 0.844 = -1.956	
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	0.733 + 0.000 = 0.733	
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	0.733 + 0.000 = 0.733	

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

(2) Node #1033 (72°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-584.9 k
$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	-522.9 k
D_V (Maximum Shear Force, w/o Ω_o) =	20.2 k
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	0.0 k
C_N (Anchorage Tensile Strength) =	101.2 k
C_V (Anchorage Shear Strength) =	52.6 k
C_V (Anchorage Concrete Shear Strength) =	26.7 k
$D/C = (D_N/C_N) + (D_V/C_V) =$	-5.777 + 0.754 = -5.022
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	-5.164 + 0.000 = -5.164
$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) =$	-5.164 + 0.000 = -5.164

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

(3) Node #1045 (144°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-358.0 k
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$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	-68.6 k
D_V (Maximum Shear Force, w/o Ω_o) =	13.5 k
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	0.0 k
C_N (Anchorage Tensile Strength) =	101.2 k
C_V (Anchorage Shear Strength) =	52.6 k
C_V (Anchorage Concrete Shear Strength) =	26.7 k

$$D/C = (D_N/C_N) + (D_V/C_V) = -3.536 + 0.504 = -3.032$$

$$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) = -0.678 + 0.000 = -0.678$$

$$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) = -0.678 + 0.000 = -0.678$$

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

(4) Node #1024 (180°)

D_N (Maximum Uplifting Force, w/o Ω_o) =	-289.3 k
$D_{N\Omega}$ (Maximum Uplifting Force, w/ Ω_o) =	68.3 k
D_V (Maximum Shear Force, w/o Ω_o) =	9.6 k
$D_{V\Omega}$ (Maximum Shear Force, w/ Ω_o) =	0.0 k
C_N (Anchorage Tensile Strength) =	101.2 k
C_V (Anchorage Shear Strength) =	52.6 k
C_V (Anchorage Concrete Shear Strength) =	26.7 k

$$D/C = (D_N/C_N) + (D_V/C_V) = -2.857 + 0.358 = -2.499$$

$$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) = 0.675 + 0.000 = 0.675$$

$$D/C_\Omega = (D_{N\Omega}/C_N) + (D_{V\Omega}/C_V) = 0.675 + 0.000 = 0.675$$

(Governing Mode: Concrete Breakout Tensile/Shear Strength)

Foundation (ASD)

Sliding Resistance

D (Maximum Shear Reaction at Footing) =	3.9 k
C (Sliding Resistance) =	429.9 k
Sliding Safety Factor =	1.1

$$D/C = 0.010$$

Overturning Resistance

D (Maximum Uplifting Reaction at Footing) =	-233.4 k
C (Uplifting Resistance) =	216.1 k
Overturning Safety Factor =	1.1

$$D/C = -1.188$$

Soil Bearing Resistance

D (Maximum Compressive Reaction at Footing) =	1104.8 k
C (Soil Bearing Resistance) =	1950.0 k

$$D/C = 0.567$$

Cook Water Tower (Existing Condition from 0° Model)

Component Demand/Capacity Ratios Summary

Structural Component	D/C	Governing Mode
Riser	0.446	Combined Compression
Tube Columns	0.768	Compression
Tie-Rods (Upper)	0.305	Tensile Yielding
Tie-Rods (Lower)	0.263	Tensile Yielding
Pin Connectors (w/o Ω_o)	0.154	Pin & Weld Shear Failure
Pin Connectors (w/ Ω_o)	0.406	Pin & Weld Shear Failure
Gusset Plate (w/o Ω_o)	0.276	Block Shear
Gusset Plate (w/ Ω_o)	0.730	Block Shear
Column Base Anchorage (w/o Ω_o)		No Tension
Column Base Anchorage (w/ Ω_o)	0.733	in Tension
Anchorage Concrete Breakout(w/ Ω_o)	0.733	Concrete Shear Breakout
Sliding Stability (S.F. =1.1)	0.010	
Overturning Stability (S.F. =1.1)		No Overturning
Soil Bearing	0.567	

Note:

1. D/C ratios less than 1.05 are considered acceptable.
2. (w/o Ω_o) : Wind
(w/ Ω_o) : Seismic

APPENDIX G

Engineer's Cost Estimate

Appendix G – Engineer Cost Estimate

Item	Unit	Quantity	Unit Rate	Amount
Column-Base Retrofit	10		\$10,000	\$100,000
Tie-Rod Replacement	10	32 LF	\$300/LF	\$96,000
Interior Coating Replacement	1	1	\$480,000	\$480,000
Exterior Coating	1	1	\$824,000	\$824,000
Total				\$1,500,000

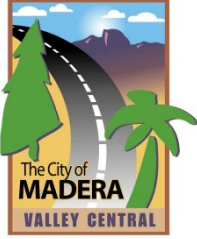


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REPORT TO CITY COUNCIL

Approved by:

A blue ink signature of Keith Helmuth, Department Director.

Keith Helmuth, P.E., Department Director

A blue ink signature of Arnaldo Rodriguez, City Manager.

Arnaldo Rodriguez, City Manager

Council Meeting of: December 7, 2022

Agenda Number: D-3

SUBJECT:

Improvement Agreement Amendment No. 1 for the Pecan Square Subdivision (Tract No. 20-S-02) Allowing Reimbursement for Park Improvements

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 1 to the Improvement Agreement Authorizing Construction of Park Improvements Within the Pecan Square Subdivision and Reimbursement for Park Improvements Proposed to be Constructed by Subdivider

SUMMARY:

On May 12, 2020, the Planning Commission approved Tentative Subdivision Map No. TSM 2019-3 for the Pecan Square Subdivision (Map). On May 4, 2022, the City Council (Council) approved Resolution 22-58, accepting the Final Map and approving the Improvement Agreement (Agreement) for the Pecan Square Subdivision (Tract No. 20-S-02). See the Site Location Map in Attachment 1.

As a result of the Subdivider's understanding of actions and direction from staff, the Subdivider initiated the design of a park within the physical boundaries of the Pecan Square subdivision under the expectation that such improvements would be reimbursed. While the Subdivider has not advertised to potential buyers that a park would be constructed immediately, they have indicated that they want to be able to tell buyers that a park will be a useable amenity available to them. The only way, in their opinion, to guarantee this is for them to build the park as opposed to waiting for the City to complete the park knowing that there are multiple priorities that might delay a City constructed park.

In recent recognition that the Subdivider does not, in fact have authorization in accordance with Madera Municipal Code, staff has directed that the Subdivider's actions as they relate to the park

should cease until such time as construction of the park is authorized. The proposed amendment to the Improvement Agreement would authorize the construction of the park and the City's reimbursement for the same.

DISCUSSION:

Typically, off-site improvements for subdivisions are the direct result of conditions of approval placed upon a subdivision as part of the entitlement process in which a tentative subdivision map is approved. Of those conditions that include improvements that are eligible for reimbursement, they are referenced directly in the Agreement. The Agreement, when approved by Council, allows for reimbursement of those improvements. In this case, the Map conditions required dedication of the park land but did not expressly provide a condition for construction of Park improvements. As a result, the Agreement is silent regarding reimbursement of Park improvements.

Prior to Council's approval of an ordinance amendment to Establish a Method for Coordinated Acquisition and Development of City Park Facilities (Ordinance) on March 21, 2018, about two years before the Map was approved by the Planning Commission on May 12, 2020, small neighborhood parks were not required as part of development of subdivisions. While a number of other tentative maps were considered by the Planning Commission between approval of the Ordinance and this Map, many included the same omissions or at least the same result with regard to formal requirements for construction of park improvements or payment of in-lieu fees. As such, this Map was one of several examples of maps moving forward without proper procedures following approval of the Ordinance that should have included conditions for the park with clear requirements and expectations of the subdivider.

Regardless of the requirement for park land or in-lieu fees, the Ordinance allows that park improvements may be constructed if application is made to the Engineering Department for permission to construct "specified park and recreation improvements" after the Planning Commission or Community Development Director determines that land is required for dedication and/or in-lieu payment. In this instance, (i) the conditions of approval did not require construction of the park improvements as a result of a request by the Subdivider and (ii) the Engineering Department did not receive a subsequent request after the Planning Commission made the determination that land was required by virtue of the Map approval. Instead, it appears that the Subdivider was given the impression that construction of park improvements was integral to the approval of the Map with subsequent actions and verbal statements by staff only affirming that impression which resulted in an informal understanding that the Subdivider would build the park improvements.

Subsequent to alerting the City directing the Subdivider to cease any activities toward construction of park improvements, the Subdivider did make a request for approval to construct park improvements on December 5, 2022, thus satisfying one component of the Ordinance that required such a request.

Notwithstanding the lapses that have occurred as part of this Map, the park is considered a public benefit to the City and its residents. As such, construction of the park and reimbursement of park improvements estimated at \$164, 308 based on the current Engineer's Estimate is recommended by staff. The actual cost and therefor reimbursement amount can vary based on actual low bid amount.

In the future, the staff shall adhere to a methodology that will result in requirements for park land and improvements being clearly expressed in the conditions of approval. When properly placed, reimbursements, if eligible, will be documented in the Improvement Agreement associated with that project.

FINANCIAL IMPACT:

This action would not have an impact on the City's General Fund, proposed reimbursements would be paid for with funds from the City's Development Impact Fee Program.

ALTERNATIVES:

Not approve Amendment No. 1 to the reimbursement agreement or provide direction to staff. If Council does not approve the amendment, the Subdivider would not be able to build park or be reimbursed for the already-designed park. It is unclear if Subdivider might take other actions against the City for the expense of designing the park improvements.

ATTACHMENTS:

1. Project Location Map
2. Resolution
Exhibit A - Amendment No. 1 to Improvement Agreement Pecan Square
Subdivision (TRACT NO. 20-S-02)"

Attachment 1

Project Location Map



Attachment 2

Resolution

RESOLUTION NO. 22-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE IMPROVEMENT
AGREEMENT AUTHORIZING CONSTRUCTION OF PARK IMPROVEMENTS
WITHIN THE PECAN SQUARE SUBDIVISION AND REIMBURSEMENT FOR
PARK IMPROVEMENTS PROPOSED TO BE CONSTRUCTED BY SUBDIVIDER**

WHEREAS, the Planning Commission on May 12, 2020, considered and approved Tentative Subdivision TSM 2019-03 (Project); and

WHEREAS, the staff report for the Pecan Square Subdivision as part of Tentative Subdivision TSM 2018-04 identified a requirement for parkland dedication of 0.59 acres in conformance with the City's parkland acquisition ordinance; and

WHEREAS, Condition No. 6 of Project required said parkland be dedicated to the City in advance of or in conjunction with recordation of the final map or parcel map; and

WHEREAS, D.R Horton CA3, Inc., A Delaware Corporation (Subdivider) of said subdivision entered into and executed an agreement between the City and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement Ranch Santa Fe Subdivision (Final Map. No. 20-S-02)," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, agreed to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Pecan Square Subdivision is on file in the office of the city engineer; and

WHEREAS, the Improvement Agreement and the entire written record on this Project are silent as to any requirement for Subdivider to construct park improvements or be reimbursed for park improvements by the City; and

WHEREAS, the City and Subdivider wish to memorialize the requirement for Subdivider to construct the park improvements and for City to reimburse Subdivider; and

WHEREAS, the General Plan includes multiple policies that support the need to accept park improvements constructed by Subdivider such as Policy PR-1: *The City shall endeavor to develop and maintain a complete system of public parks distributed throughout the City that provides opportunities for passive and active recreation at a minimum of 3 (three) acres per 1,000 (one thousand) resident.*

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. Based on the recitals set forth hereinabove, Amendment No. 1 to the "Improvement Agreement for the Pecan Square Subdivision (Tract No. 20-S-02)" requiring construction of park improvements and allowing for reimbursement thereof by City is approved and attached as Exhibit "A." A copy of the Amendment shall be kept on file in the office of the City Clerk.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Amendment No. 1

Improvement Agreement Pecan Square Subdivision (TRACT NO. 20-S-02

AMENDMENT NO. 1

IMPROVEMENT AGREEMENT PECAN SQUARE SUBDIVISION (TRACT NO. 20-S-02)

This Amendment No. 1 to the Improvement Agreement Pecan Square Subdivision (Tract 20-S-02) (“Amendment No. 1”) is entered between the City of Madera, a Municipal Corporation (“City”), and D.R Horton CA3, Inc., A Delaware Corporation (“Subdivider”)

RECITALS

WHEREAS, on May 4, 2022, City and the Subdivider entered into an Agreement related to the Pecan Square Subdivision (“Agreement”); and

WHEREAS, the Agreement does not include certain provisions that relate to the construction of a park within the Pecan Square Subdivision including reimbursement for construction of park improvements; and

WHEREAS, City and Subdivider wish to amend certain terms of the Agreement to address proposed construction of park improvements within the Pecan Square Subdivision by Subdivider reimbursement by City of costs associated with construction of park improvements; and

WHEREAS, the Agreement includes provisions that obligate the Subdivider to address all applicable provisions of park construction similar to other off-site improvements associated with the Pecan Square Subdivision including but not limited to payment of fees and bonding.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Subdivider agree that the Agreement between the City and the Subdivider shall be amended as follows:

- A. Section “II – REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER” is amended with the following addition:

4. Park Improvements - Construction of all recreational components of the park located within the Pecan Square Subdivision. Improvements shall include landscaping, irrigation, hardscape within the park interior, playground equipment and all other improvements intended purely for recreational purposes. Said improvements are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds. Frontage improvements such as sidewalk, curb & gutter, streetlights, street paving, water, sewer, and storm drain are not eligible for reimbursement. In accordance the MMC 10-2.1314, the Engineering “*Department shall fix the dollar value of the parks and recreation improvements prior to construction.*”

B. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect.

C. This Amendment No. 1 to the Agreement shall be effective upon full execution by both parties.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

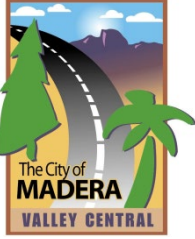
COVENANTOR:

By: _____
David Hatch, Division President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

***NOTARY ACKNOWLEDGEMENT
REQUIRED***



REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: D-4

SUBJECT:

Purchase of New Body-Worn Cameras (BWC) for the Police Department

RECOMMENDATION:

Adopt Resolutions:

1. Approving the Motorola Master Customer Agreement, Online Terms Acknowledgement, and Notice to Proceed for the purchase of 48 new Motorola WatchGuard body-worn cameras and related equipment and software in the amount of \$108,934.50
2. Approving a Budget Amendment to the Fiscal Year 2022/23 Operating Budget to appropriate Measure K funds for the purchase of body-worn cameras

SUMMARY:

The Police Department utilizes and maintains a system of in-car and body-worn cameras with related equipment, such as charging and docking stations and software for archiving and viewing the video capture. The City initially implemented WatchGuard in-car cameras many years ago and more recently added BWC in 2016. Police Officers are equipped with BWC, which are activated during interactions with the public and provide excellent benefits. Recently, the manufacturer of the City's BWC ceased production of the models used by the City. Due to the cessation of production, the City's inventory of BWC is rapidly dwindling. Staff initially anticipated replacing them in Fiscal Year 2023/24; however, due to the lack of replacement parts and constant repair, it is advisable to replace them at this time. As a result, staff is recommending that the City purchase new BWC to ensure that the City continues to have up-to-date technology for the safety of Officers and the public.

DISCUSSION:

In 2016, the City purchased Watchguard BWC. These cameras were compatible with the City's existing in-car system and continue to be used. With technological advancements, WatchGuard,

made by Motorola, recently announced that they would no longer manufacture the 2016 BWC as they have released several newer, more advanced models. With the use of dated technology, the City has experienced some challenges in maintaining the units, such as finding replacement components, degradation of battery life, sound production, and lower-than-desirable image resolution. Furthermore, as cameras are used daily, wear and tear are unavoidable and, unfortunately, have caused the retirement of several cameras.

Staff recommends upgrading and maintaining the BWC to ensure that Officers are equipped with the latest technology for their safety and that of the public. While there are numerous benefits to BWC, some include the following:

- Transparency
- An increase in confidence amongst the public in Officers
- De-escalation of behavior by the public
- A reduction in potential assaults on Police Officers
- Reduction in Officer time preparing reports
- A reduction of allegations made against Officers
- Reduction in litigation

Selection of Equipment

While there are numerous makers of BWC, City staff evaluated vital features, including existing infrastructure, cost, and functionality. The BWC is one component of a whole system. Staff did evaluate the option of upgrading the entire system; however, it was determined that shifting the existing system to a completely new one would create a significant cost burden for the City. Instead, staff recommends the City continue with WatchGuard and purchase their most recent BWC model, the V300. Noteworthy features of the V300 include:

- Extended battery life, plus the battery is detachable, making it ideal for long shifts
- Higher resolution recording
- Multiple microphones with wind-canceling capabilities
- Wireless uploading of recordings
- Natural field of view, eliminating the fisheye effect
- 128GB of storage space
- Radio integration; the camera will start to record when an Officer's radio enters emergency mode

While this list is not exhaustive, it highlights the most distinguishable characteristics of the newest WatchGuard BWC model.

Evaluation of Best Price Option

While staff is recommending a sole source given that the purchase is an upgrade of a component within an existing system, various options for making the purchase were evaluated to ensure the City was receiving the best price for the upgrade. Purchase options include directly purchasing from Motorola or through one of two cooperative agreements Motorola carries with SourceWell

and the National Association of State Procurement Officials (NASPO). Table 1 represents each purchasing option's total cost, including equipment and accessories, on-site deployment, training, and project management.

Table 1: Summary of purchase options	
Equipment Provider	Cost ⁽¹⁾
Motorola (direct)	\$108,935
SourceWell Purchasing Agreement	\$117,007
NASPO Purchasing Agreement	\$122,007
⁽¹⁾ Rounded to the nearest dollar	

Purchasing Agreement

Motorola requires both parties agree to terms and conditions regarding the purchase and deliverance of equipment and software, captured in their Master Customer Agreement and related addenda, Online Terms Acknowledgement, and Notice to Proceed documents provided as Attachment 1 to the first resolution contemplated with this report. Additionally, all documents from the vendor will be circulated electronically, and the requested action will authorize the Chief of Police to execute the necessary documents electronically to proceed with the purchase if approved.

Furthermore, the documents provided by Motorola were examined by legal counsel and found to contain language regarding limited warranties and out-of-state venues in the case of legal disputes. Per the Master Customer Agreement (MCA), Motorola products have a limited warranty of 90 days. The City has purchased and utilized Motorola products for years and has never had significant equipment failure aside from typical wear and tear. However, if a legal battle shall ensue with the vendor, the MCA outlines that the venue for any lawsuit shall be Cook County, Illinois. Regardless, it is unlikely the City be met with any legal action resulting from this purchase.

FINANCIAL IMPACT:

This expenditure is not reflected in the adopted budget as staff previously anticipated making this purchase next fiscal year. However, City equipment has reached the end of its life sooner than expected. Exhibit A to the second resolution contemplated with this report represents the requested budget amendment appropriating additional funds to the Fiscal Year 2022/23 Measure K operating costs from the available Measure K fund balance.

ALTERNATIVES:

Council may request staff return with additional information or seek proposals for a total system upgrade.

ATTACHMENTS:

1. Resolution approving the Motorola Master Customer Agreement, Online Terms Acknowledgement, and Notice to Proceed
 - a. Exhibit A: Master Customer Agreement
 - i. Motorola Quote-1900256
 - ii. Mobile Video Addendum
 - iii. Subscription Software Addendum
 - iv. Evidence Library End User License Agreement
 - b. Exhibit B: Online Terms Acknowledgement
 - c. Exhibit C: Notice to Proceed
2. Resolution amending the FY 2022/23 Budget appropriating \$108,934.50 in Measure K available fund balance to purchase the BWC camera upgrade
 - a. Exhibit D: Budget Amendment

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING THE MOTOROLA MASTER CUSTOMER AGREEMENT, ONLINE
TERMS ACKNOWLEDGEMENT, AND NOTICE TO PROCEED FOR THE
PURCHASE OF 48 NEW MOTOROLA WATCHGUARD BODY-WORN
CAMERAS AND RELATED EQUIPMENT AND SOFTWARE IN THE AMOUNT
OF \$108,934.50**

WHEREAS, the City of Madera Police Department utilizes the Motorola WatchGuard system for in-car cameras, body-worn cameras, and video viewing and archiving;

WHEREAS, the City's current body-worn cameras have become obsolete due to a manufacturing cessation and replacement and repair of malfunctioning units has become problematic; and

WHEREAS, the City desires to upgrade the body-worn camera component of the WatchGuard system by purchasing current-model WatchGuard body-worn cameras; and

WHEREAS, body-worn cameras provide necessary safety and liability precautions for the City and the community, and proceeding with the requested upgrade will ensure continuity of these benefits; and

WHEREAS, after a review of purchase options to upgrade the body-worn cameras, direct purchase from Motorola was determined to be the best priced option for the City; and

WHEREAS, to proceed with the purchase, the City must accept Motorola's Master Customer Agreement with related addenda, Online Terms Acknowledgement, and execute a Notice to Proceed.

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

1. The above recitals are true and correct.
2. The Motorola Master Customer Agreement, inclusive of Motorola Quote-1900256, Mobile Video Addendum, Subscription Software Addendum, and Evidence Library End User License Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein, is approved.
3. The Motorola Online Terms Acknowledgement, a copy of which is attached hereto as Exhibit B and incorporated herein, is approved.
4. The Motorola Notice to Proceed, a copy of which is attached hereto as Exhibit C and incorporated herein, is approved.

5. The Chief of Police is authorized to execute the required documents electronically to complete the purchase.
6. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope: Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. **Integration Services: Maintenance and Support Services.** If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration**”).

Services”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and

equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription

Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware

and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“**Claim**”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or

other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of

the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute

such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by

failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to

use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through

to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this EPSLA as of [REDACTED] (the “**EPSLA Date**”).¹

¹ **NTD:** Signature blocks can be removed if this EPSLA is attached to the MCA when the MCA is executed.

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Billing Address:
 MADERA POLICE DEPT, CITY
 OF
 330 S C ST
 MADERA, CA 93637
 US

Shipping Address:
 MADERA POLICE DEPT, CITY
 OF
 330 S C ST
 MADERA 93637 0001
 MADERA, CA 93637
 US

Quote Date:09/28/2022
 Expiration Date:12/27/2022
 Quote Created By:
 DeDe Summerville
 Regional Sales Manager
 Dede.Summerville@
 motorolasolutions.com
 916-516-3671

End Customer:
 MADERA POLICE DEPT, CITY OF
 Ari Adams
 aadams@madera.gov
 +15596754200

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	V300						
1	WGB-0138A	V300 TRANSFER STATION II	5		\$1,868.75	\$1,420.25	\$7,101.25
2	WGB-0142A	V300 IN-CAR WIFI BASE BUNDLE FOR 4RE	5		\$681.25	\$545.00	\$2,725.00
3	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	48		\$1,243.75	\$945.25	\$45,372.00
4	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	2		\$118.75	\$95.00	\$190.00
5	WGP02614	V300, BATT, 3.8V, 4180MAH	24		\$123.75	\$0.00	\$0.00
	Evidence Library: Video Evidence Management						
6	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$6,250.00	\$5,000.00	\$5,000.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	WGW00166-100	EL4 TO ELC MIGRATION SERVICE, PER TB OF DATA	20		\$750.00	\$600.00	\$12,000.00
8	WGP02400-500	LICENSE,EL5 SITE LICENSE KEY	1		\$1,250.00	\$1,000.00	\$1,000.00
9	WGP02400-520	EVIDENCE LIBRARY, VISTA/V300 ANNUAL DEVICE LICENSE & SUPPORT FEE	48	1 YEAR	\$243.75	\$195.00	\$9,360.00
10	WGP02400-510	EVIDENCE LIBRARY, 4RE/M500 ANNUAL DEVICE LICENSE & SUPPORT FEE	5	1 YEAR	\$243.75	\$185.25	\$926.25
11	WGA00421-217	SVR 16 HDD RAID 6 3U 26-75 5CAL GEN 4.	1		\$13,868.75	\$11,095.00	\$11,095.00
12	WGA00422-1650	HD EL5 16TB 6GB/S 7200 RPM 256MB ENT 4KN	12		\$1,243.75	\$995.00	\$11,940.00
13	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD, W/5 CAL	1		Included	Included	Included
14	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217)) FULL SERVICE ON SITE, 5-YEAR	1	5 YEAR	\$1,468.75	\$1,175.00	\$1,175.00
Subtotal							\$107,884.50
Estimated Freight							\$1,050.00
Grand Total							\$108,934.50(USD)



Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$140,863.75	\$106,944.50
Year 2 Subscription Fee	\$293.75	\$235.00
Year 3 Subscription Fee	\$293.75	\$235.00
Year 4 Subscription Fee	\$293.75	\$235.00
Year 5 Subscription Fee	\$293.75	\$235.00
Grand Total System Price	\$142,038.75	\$107,884.50

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEOMANAGER EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance, and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.

VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.

Automatic Data Maintenance

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.



Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.



Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment



V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer (hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.



- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities



- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Mobile Video Addendum

This Mobile Video Addendum (this “**MVA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This MVA governs Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). A “**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

2. Evidence Management Systems; Applicable Terms and Conditions.

2.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

2.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), including CommandCentral Evidence and EvidenceLibrary.com Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

2.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Document.

3. Payment. Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

5. Additional Software and Video Terms.

5.1. Unlimited Storage. In the event Customer purchases a Cloud Hosted Evidence Management System with "Unlimited Storage", including evidence management under the VaaS Program, then "Unlimited Storage" means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

5.2. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

5.3. WatchGuard Detector Mobile. Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

5.4. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to

commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola's standard Data License Addendum.

5.5. License Plate Recognition Data. License plate recognition (“LPR”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“LEAs”) which contract with Motorola to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

5.6. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

5.7. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

5.8. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

6. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

6.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) are eligible for a one-time replacement at no additional cost to the Customer beginning on the date three (3) years following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

6.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

6.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

6.5. Included Subscription Software.

6.5.1. EvidenceLibrary.com. Subject to **Section 6.7.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Document during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if

Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

6.5.2. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

6.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

6.6. VaaS Program Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6.7. VaaS Program Term and Termination.

6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's

participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

8. Additional Cloud Terms. The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

8.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

8.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

8.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There

are many factors beyond Motorola’s control that may impact Motorola’s ability to achieve this goal.

8.4. Maintenance. Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

9. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – EvidenceLibrary.com; Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**

The Parties hereby enter into this MVA as of [redacted] (the “MVA Date”).¹

Motorola: Motorola Solutions, Inc.

Customer: [redacted]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

¹ **NTD:** Signature blocks can be removed if this MVA is attached to the MCA when the MCA is executed.

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any

Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription

Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased

by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this SSA as of [redacted] (the “SSA Date”).¹

Motorola: Motorola Solutions, Inc.

Customer: [redacted]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

¹ **NTD:** Signature blocks can be removed if this SSA is attached to the MCA when the MCA is executed.



EVIDENCE LIBRARY END USER LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. BY OPENING THE PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON, AND, IF APPLICABLE, RETURN THIS PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

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EXHIBIT B

Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Motorola Solutions, Inc.(“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”).

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties’ agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer’s purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of 108934.50

5. Purchase Order Requirements (Customer check one only)

Purchase Order is issued and attached.

No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

Customer: MADERA POLICE DEPT, CITY OF

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT C

Motorola Solutions, Inc.

Dede Summerville

Date 12/13/2022

Re: QUOTE-1900256

Agency: MADERA POLICE DEPT, CITY OF

Total Cost: 108934.50

Contract Reference: 48 V300 UPGRADE

Please be advised that the MADERA POLICE DEPT, CITY OF will purchase the goods and/or services offered in your Quote QUOTE-1900256 dated 9/28/2022 11:03 AM. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'QUOTE-1900256 ' and be sent to:

MADERA POLICE DEPT, CITY OF

Attn:

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

MADERA POLICE DEPT, CITY OF

Attn:

Sincerely,

Signature:

Name:

Title:

Email:

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF
MADERA FISCAL YEAR 2022/2023 BUDGET TO APPROPRIATE
MEASURE K FUNDS FOR THE PURCHASE OF BODY-WORN CAMERAS
FOR THE POLICE DEPARTMENT**

WHEREAS, the City Council has authorized the purchase of new body-worn cameras in the amount of \$108,934.50; and

WHEREAS, the amendment to the City of Madera Fiscal Year 2022/2023 Budget, listed in Exhibit A, attached hereto, is necessary to appropriate funds for the expenditure of the cameras.

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

1. The above recitals are true and correct.
2. Funds shall be appropriated in the Fiscal Year 2022/23 operating budget in the amount of \$108,934.50 from available Measure K fund balance in the Measure K maintenance and other supplies account to fund the purchase of 48 body-worn cameras in accordance with Exhibit D, attached hereto and incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

* * * * *

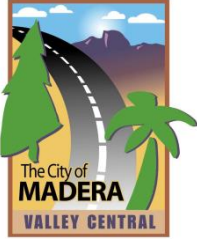
EXHIBIT D

CITY OF MADERA

Budget Appropriation: Res.#22-xx; 12/07/22

2022-2023 Budget Adjustment

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	ORIGINAL BUDGET	REVISED BUDGET
MEASURE K					
1025	10252000	6532	Maintenance/Other Supplies	200,500	309,434.50



REPORT TO CITY COUNCIL

Approved by:

Matthew Watson

Matthew Watson, Chief

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: D-5

SUBJECT:

Budget amendment to transfer from fund balance and appropriate \$200,000 for the purchase of new equipment for the new Type 1 fire engine

RECOMMENDATION:

Adopt a Resolution transferring \$200,000 from designated Fire Equipment Replacement Fund balance and appropriating the funds for purchase of new Type 1 fire engine equipment in accordance with City purchasing procedures

SUMMARY:

Following Council approval in November 2021, the City has requisitioned the purchase of a new Rosenbauer Type 1 fire engine. This item is a request to appropriate \$200,000 from Fire Department Measure K Equipment Replacement Fund to the operating budget Vehicles and Equipment account for equipment necessary to bring the engine into service. The new engine will replace a 1990 Grumman Engine (E257) and any usable equipment from that engine will be repurposed; the requested action is to appropriate funds for additional equipment needed to outfit the new engine.

DISCUSSION:

On November 3, 2021, Council approved the purchase of a Rosenbauer Type 1 fire engine for \$751,550 from Rosenbauer LLC. These funds came from the Measure K fire equipment replacement fund established in 2018, which historically set aside \$200,000 per year as part of the fire equipment replacement program. In the current Fiscal Year, the annual set-aside was increased to \$490,000 to account for inflation. Table 1 summarizes the cumulative fund balance in the specific Equipment Replacement Fund.

Table 1: Measure K Fire Equipment Replacement Fund	
Fiscal Year	Amount Set Aside
2018/19	\$200,000
2019/20	\$200,000
2020/21	\$200,000
2021/22	\$200,000
2022/23	\$490,000
Total Designated Fund Balance	\$1,290,000

Council may recall that when the purchase of the new engine was approved November 3, 2021, it was noted that the purchase did not include ancillary equipment. At that time, staff estimated an additional \$200,000 would be necessary to outfit the Engine with contemporary fire-suppressing tools. Based on staff’s knowledge of current market prices, the \$200,000 is believed to still represent the estimated cost. This equipment includes, but is not limited to:

- Self-contained breathing apparatus
- Extrication equipment (jaws of life)
- Hoses
- Nozzles
- Appliances
- Stabilization struts

With disruptions in the supply chain, staff recommends appropriating the funds at this time to enable purchasing the equipment now. There is concern that delivery delays may affect the in-service date for the new engine if the purchases are made at a later date. All purchases will be made in accordance with the City’s purchasing procedures. If the final cost of all equipment purchases exceeds staff’s estimate, a future item will be brought to consider appropriating additional funds.

Table 2 illustrates the Fund Balance for the Fire Equipment Replacement Fund, taking into account the purchase of the new engine as well as the equipment estimated in this report. After both have been purchased, the Fire Equipment Replacement Fund will have approximately \$338,000 in fund balance.

Table 2: Fire Equipment Replacement Fund Balance		
Item	Costs	Running Fund Balance
Beginning balance	-	\$1,290,000
New Type 1 Engine	\$751,000	\$538,000
Equipment for Type 1 Engine	\$200,000	\$338,000

FINANCIAL IMPACT:

While the requested action will appropriate funds from fund balance for the purchase of equipment to bring the new engine into service, the appropriation is within the intent of the designated Fire Equipment Replacement Fund and the reason the funds are set-aside each year in anticipation of such expenses.

ATTACHMENTS:

1. Resolution transferring \$200,000 from the Measure K Fire Equipment Replacement Fund and appropriating the funds for the purchase of equipment related to the new fire engine

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
TRANSFERRING \$200,000 FROM THE MEASURE K FIRE EQUIPMENT
REPLACEMENT FUND TO THE MEASURE K FIRE FISCAL YEAR 2022/23
OPERATING BUDGET FOR PURCHASE OF NEW TYPE 1 FIRE ENGINE
EQUIPMENT IN ACCORDANCE WITH CITY PURCHASING PROCEDURES**

WHEREAS, the City is in the process of purchasing a new fire engine; and

WHEREAS, it is necessary to outfit the new engine with applicable equipment to bring the it into service; and

WHEREAS, the City created and annually funds a Fire Equipment Replacement Fund using Measure K revenue for the purchase of new engines and ancillary equipment; and

WHEREAS, it is in the best interests of the City to appropriate funds at this time to begin ordering such equipment as is necessary to bring the new engine into service as quickly as possible once received.

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

1. The above recitals are true and correct.
2. Funds shall be appropriated in the Fiscal Year 2022/23 operating budget in the amount of \$200,000, transferred from the Measure K Fire Equipment Replacement Fund balance into the Measure K Fire Vehicles and Equipment account to fund the purchase of equipment necessary to bring the new Rosenbauer Type 1 fire engine into service in accordance with Exhibit 1, attached hereto and incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

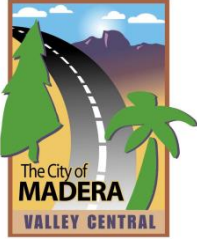
* * * * *

EXHIBIT 1

**CITY OF MADERA FISCAL YEAR 2022/23 BUDGET APPROPRIATION
TRANSFER OF FUNDS TO APPROPRIATE FOR FIRE ENGINE EQUIPMENT PURCHASE**

AMOUNT	FUND	FROM			TO		
		ORG CODE	OBJECT CODE	DESCRIPTION	ORG CODE	OBJECT CODE	DESCRIPTION
\$200,000	Measure K Fire 1026	1026	3325	Designated Equipment Replacement	10262500	7000	Vehicles and Equipment

Notes: Purchase of equipment to bring the new Rosenbauer Type 1 fire engine into service



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

Matt Watson, Fire Chief

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 21, 2022

Agenda Number: E-1

SUBJECT:

Update on the Fire Hydrant Maintenance Program

RECOMMENDATION:

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

SUMMARY:

Fire hydrants are peppered throughout the community and generally receive nominal attention. However, if inoperable during an emergency, they can be problematic. The City's fire hydrant maintenance program has been limited due to drought for several years. As part of the City's efforts to improve fire suppression capabilities, it is updating its program to ensure proper maintenance. This report outlines staff's strategy.

DISCUSSION:

There are approximately 1,900 fire hydrants in the City, with more installed as the community grows. In the spirit of continuous improvement, staff recently identified the need to revisit the City's fire hydrant program. More specifically, it noted that due to the drought, the program was dormant. To revive the program, staff identified areas that need improvement.

For context, the Fire Department historically flowed and maintained hydrants to ensure they were serviced. Maintenance included:

- Lubricating the hydrant stem
- Measuring the static pressure to determine gallons per minute (GPM)
- Painting approximately 900 hydrants annually to enhance appearance, prevent corrosion; and

- Verifying that hydrants were operable with no leaks.

The Engine Companies completed the hydrant program and were responsible for the hydrants within its response area. Again, due to the drought, the program was placed on hold given that water is released to test hydrants and the City was attempting to conserve water. In addition, with Fire Station 58 personnel and a second Battalion Chief, the program is now more manageable.

Moving forward, the revamped program will include the following:

- The painting of the tops of the hydrants to reflect the Gallons Per Minute (GPM) by NFPA standards
- Placing blue reflectors in the street identifying fire hydrant locations
- Gathering Global Positioning System (GPS) coordinates of each hydrant to be placed on a map or program for better accuracy
- A web-based program that will be shared by the Water Division and Fire Department to have the most current information on hydrants that need or have been repaired.
- The acquisition of modern testing equipment to minimize the risk of personal injury (e.g., hydrant buddy)
- Flow hydrants will be conducted during regular business hours when Water Division personnel are on duty. This will help reduce water loss should a hydrant malfunction during testing

One item worth highlighting is the geolocating (i.e., GPS) of hydrants. The benefit of acquiring a GPS location is that it will assist the various teams with enhanced mapping tools. Additionally, this will allow staff to add the GPS coordinates into programs that route personnel into emergency incidents, where it will have the advantage of locating hydrants before arriving at the incident. This will also assist the City in expanding on Senate Bill (SB) 1205 post-occupancy inspections. During SB 1205 inspections, personnel can identify private hydrants or water sources in commercial areas that may not be readily visible from the street. The GPS location will also be added to the SB 1205 inspection program, be used in Pre-Plans, and used in future incident response programs.

FINANCIAL IMPACT:

The financial impact will be approximately \$15,000 to acquire three hydrant buddies. The hydrant buddy is a battery-operated fire hydrant valve exerciser that helps reduce workplace injuries. While the City anticipates purchasing three, they will need replacing on an ongoing basis for everyday use. However, there is no additional cost to the City to deploy Engine companies considering that they are included in the City's annual contract, and additional resources are not required.

Other expenses may include paint, blue reflectors, computer software, fuel, etc., and repairs that may need to be made. Should a fire hydrant need repair, expenses are paid from the Water Enterprise Fund. In addition, as hydrants are exercised, they will release water. The costs for said water is distributed amongst ratepayers; however, the amount of water is nominal.

ALTERNATIVES:

The Council may direct staff to return with additional information or clarification.

ATTACHMENTS:

1. Example of a blue street reflector
2. Example of a hydrant buddy tool

Attachment 1: Example of a blue street reflector signifying the location of a fire hydrant



Attachment 2: Example of a hydrant buddy tool

