REGULAR MEETING OF THE MADERA CITY COUNCIL
AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY
AND SPECIAL MEETING OF MADERA CITY COUNCIL AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

Wednesday, January 15, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 845 3705 6298 #. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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CALL TO ORDER:

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

INVOCATION: Fr. John Shearer, St. Joachim Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS: None

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. PUBLIC HEARINGS:

A-1 Consideration of applications for a General Plan Amendment (GPA 2024-01) and Prezone (REZ 2024-02) pertaining to ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022)

Recommendation:
1. Adopt a Resolution of the City Council of the City of Madera approving GPA 2024-01 and amending the General Plan to change the land use designation for ±6.93 acres of land from the Low Density Residential (2.1-7 dwelling units per acre) designation to the Medium Density Residential (7.1-15 dwelling units per acre) designation; and
2. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera approving REZ 2024-02 and amending the official City of Madera Zoning Map to prezone ±6.93 acres of land to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district and ±12.97 acres of land to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district to facilitate annexation to the City of Madera (ANX 2024-01) (Report by Will Tackett)

A-2 Consideration of Ordinance Text Amendment (OTA) 2024-01, a proposed amendment to Section 6-5.40 (Operating requirements for store front/retail facilities) of Chapter 5 (Cannabis Businesses) of Title VI of the City Municipal Code (CMC) to allow for curbside delivery at licensed cannabis business store front/retail facilities

Recommendation: Staff recommends the City Council conduct a public hearing and take action as follows:

1. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations (Report by Will Tackett)

B. CONSENT CALENDAR:

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

B-1 Minutes – December 18, 2024

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

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for December 7, 2024 to January 3, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Janitorial Services Agreement with CCS Facility Services – Fresno, Inc.

Recommendation: Adopt a resolution approving an agreement with CCS Facility Services – Fresno, Inc. to provide professional janitorial services for City facilities (Report by Arnoldo Rodriguez)

B-5 Extension of Advanced Metering Infrastructure Agreement with Sensus USA Inc.

Recommendation: Adopt a resolution ratifying the previous agreement extension and providing authority to the City Manager to sign all documents necessary to effectuate extensions of the Sensus USA Inc. Advanced Metering Infrastructure Agreement (Report by Arnoldo Rodriguez)

B-6 Acceptance of a Donation to the Police Department

Recommendation: Adopt a Minute Order accepting a donation of $1,500 from various local business owners (Report by Giachino Chiaramonte)

B-7 Purchasing Agent Agreement with the County of Madera Relating to the CalFresh Healthy Living

Recommendation:

1. Adopt a Resolution Approving a Purchasing Agent Agreement with the County of Madera in the amount of $27,000 relating to CalFresh Healthy Living Program and ending September 30, 2025; and
2. Adopt a Resolution Amending the City's Fiscal Year (FY) 2024/25 Budget approving related revenue and expenditure line items

relating to the execution of the CalFresh Healthy Living Program (Report by Joseph Hebert)

B-8 Acceptance and Reimbursement of Off-Site Improvements for EZ Trip Fueling Station

Recommendation:
1. Adopt a Resolution Accepting off-site improvements for the EZ Trip Fueling Station and Authorize the filing of the Notice of Acceptance for said off-site improvements; and
2. Adopt a Resolution approving a budget amendment increase of $700,000 for the purpose of reimbursing for improvements completed in connection with the EZ Trip Fueling Station Reimbursement Agreement (Report by Keith Helmuth)

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

Recommendation: Adopt a Resolution Approving changing the vendor on the Sourcewell piggyback agreement for the purchase of the all-electric utility truck from PB Loader to TerriCorp, Inc. dba Kingsburg Truck Center (Report by Michael Lima)

B-10 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2024-02, for the Amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

Recommendation: The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:
1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing (Report by Will Tackett)

B-11 Appointment to the Americans with Disabilities Act (ADA) Advisory Council

Recommendation: Adopt a Resolution Appointing Sipho Munyaradzi to the ADA Advisory Council (Report by Wendy Silva)

B-12 Reallocation of Community Development Block Grant (CDBG) Program Funds from Program Years 2020 - 2023 in the Amount of $225,936.54

Recommendation: Adopt Resolutions to:
1. Approve the reallocation of $65,172.23 to the 2023/24 Frank Bergon Senior Center Improvement Project; and
2. Approve the reallocation of $160,764.31 to the 2023/24 Clinton Street Sewer and Water Improvement Project; and
3. Approve the amendment of the 2023/24 CDBG Annual Action Plan to increase the allocations for the Frank Bergon Senior Center Improvement Project and the Clinton Street Sewer and Water Improvement Project (Report by Michael Lima)

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

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

D-1 Disposal of Fresno-Madera Area Agency on Aging (FMAAA) Equipment from the Millview Community Center Kitchen

Recommendation: Adopt a Resolution approving the disposal of equipment at the Millview Community Center, originally provided by the FMAAA for services under Title III C1 & C2 (Report by Joseph Hebert)

D-2 Adopt Resolutions Approving the ROPS and Administrative Budget for the period of July 1, 2025 to June 30, 2026 and Authorize the City Manager to present the ROPS to the Countywide Oversight Board for its consideration and approval *(Action on this item by the Successor Agency)*

Recommendation: Actions Related to Successor Agency Annual Budget Reporting to the Department of Finance:

1. Adopt a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2025 to June 30, 2026, for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera; and
2. Adopt a Resolution Approving the Administrative Budget for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera for the Period of July 1, 2025 – June 30, 2026 (Report by Michael Lima)

D-3 Joint Groundwater Sustainability Plan 2025 Plan Amendment *(Action on this item by the Groundwater Sustainability Agency)*

Recommendation: Approve Resolution Adopting the Joint Groundwater Sustainability Plan 2025 Plan Amendment and thereby also approving related Second Amendment to the Madera Subbasin Coordination Agreement, Memorandum of Understanding Establishing an Interconnected Surface Water Working Group and Madera Subbasin Groundwater Sustainability Plan Periodic Evaluation (Report by Keith Helmuth)

D-4 City Council Appointment to Fill Vacancy in Council District 1

Recommendation: It is recommended that the City Council:

1. Consider the applications for the City Council District 1 seat and, after deliberation, adopt a Resolution appointing a candidate to fill the vacancy; or
2. Direct staff to prepare a Resolution calling for a special election to fill the vacancy and return the same to the City Council no later than Sunday, February 2, 2025, as required by applicable law (Report by Alicia Gonzales)

E. ADMINISTRATIVE REPORTS:

E-1 2025 List of Annual Proclamations

Recommendation: Provide Direction and Adopt a Minute Order Approving the 2025 List of Annual Proclamations from the Protocols Guidebook section concerning Ceremonial Documents (Report by Alicia Gonzales)

E-2 Landscape Maintenance District (LMD) Future Assessments and Funding Methodologies

Recommendation: This report is submitted for discussion and direction regarding potential changes in LMD assessments and funding methodologies (Report by Keith Helmuth)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

UPCOMING MEETING DATES:

- Wednesday, February 5, 2025
- Wednesday, February 19, 2025

ADJOURNMENT:

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

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for January 15, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 1:15 p.m. on January 10, 2025.

Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Meeting of: January 15, 2025

Agenda Item: A-1

SUBJECT:

Consideration of applications for a General Plan Amendment (GPA 2024-01) and Prezone (REZ 2024-02) pertaining to ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022).

RECOMMENDATION:

The City of Madera Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take action as follows:

1. Adopt a Resolution of the City Council of the City of Madera approving GPA 2024-01 and amending the General Plan to change the land use designation for ±6.93 acres of land from the Low Density Residential (2.1-7 dwelling units per acre) designation to the Medium Density Residential (7.1-15 dwelling units per acre) designation; and
2. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera approving REZ 2024-02 and amending the official City of Madera Zoning Map to prezone ±6.93 acres of land to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district and ±12.97 acres of land to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district to facilitate annexation to the City of Madera (ANX 2024-01).

SUMMARY:

The applicant, CVI Group, has filed applications for General Plan Amendment (GPA 2024-01) and Prezone (REZ 2024-02) pertaining to ±19.90 acres of land comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat.

24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022) to facilitate an annexation of Madera County territory (the "Project Area") to the City of Madera (ANX 2024-01).

GPA 2024-01 pertains to a ±6.93-acre parcel located on the northeast corner of Ellis and Fairview Streets (APN: 038-060-017) (the "Project Site"). GPA 2024-01 proposes to change the General Plan land use designation for the project site from the Low Density Residential (2.1-7 dwelling units per acre) designation to the Medium Density Residential (7.1-15 dwelling units per acre) designation. GPA 2024-01 was filed to facilitate approval of a Tentative Subdivision Map (TSM 2024-01) proposing to create a 61-lot single family residential planned development on the ±6.93-acre project site.

REZ 2024-02 (and ANX 2024-01) pertains to the entirety of the ±19.90-acre project area. REZ 2024-02 proposes to prezone the project site to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district consistent with the Medium Density Residential land use designation proposed in accordance with GPA 2024-01. The balance of the project area (±12.97 acres) is proposed to be prezoned to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district consistent with the existing Low Density Residential General Plan land use designation. Prezoning is a prerequisite to annexation of the project area to the City of Madera, which is required for purposes of facilitating the proposed subdivision of the project site in accordance with TSM 2024-01.

Pursuant to the provisions of City Municipal Code (CMC) §§ 10-3.1507 & 10-3.1508, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) was held before the Planning Commission on December 10, 2024. Following a complete hearing, the Commission adopted Resolution No. 2017 adopting the Mitigated Negative Declaration (SCH No. 2024110144) and the Mitigation Monitoring Program prepared for purposes of the proposed project in accordance with the provisions of the California Environmental Quality Act (CEQA) Guidelines and approving TSM 2024-01 contingent upon Council approval of GPA 2024-01, REZ 2024-02 and annexation to the City of Madera. At the same hearing, the Planning Commission adopted Resolution No. 2016 recommending the City Council approve GPA 2024-01 and REZ 2024-02.

Table 1 below provides a brief overview of the entitlement request, project applicant, project location and site characteristics.

Table 1: *Project Overview*	
Project Number:	GPA 2024-01, Prezone 2024-02 (& ANX 2024-01)
Applicant:	CVI Group
Property Owner:	CVI Group
Location:	±19.90 acres of land bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east in the County of Madera, CA

Project Area / Project Site:	±19.90 acres / ±6.93 acres
Existing Land Use Designation:	±19.90 ac. - Low Density Residential (2.1-7 d.u./ac.)
Proposed Land Use Designation:	±12.97 ac. - Low Density Residential (2.1-7 d.u./ac.) ±6.93 ac. - Medium Density Residential (7.1-15 d.u./ac.)
Existing Zoning District:	RRS (Madera County - Residential, Rural, Single Family District)
Proposed Zoning District:	±12.97 ac. – R1 (Residential, one unit for each 6,000 sq. ft. of site area) ±6.93 ac. – PD-3000 (Planned Development, one unit for each 3,000 sq. ft. of site area).
Site Characteristics	Majority of the project area is composed of vacant and rural single family residential.

ANALYSIS:

Project Area & Site Characteristics

The project site of ±6.93 acres is currently vacant and most of the project area consists of rural residential development and vacant parcels. The project area is bounded by Adell and Fairview Streets on the south and west. The project area borders the Madera Irrigation District Canal on the north and east side.

The project area is located within the unincorporated area of the County of Madera but within the City of Madera Sphere of Influence (SOI) and Urban Growth Boundary (UGB) pursuant to the General Plan.

Annexation (ANX 2024-01):

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act) establishes procedures for local government changes of organization, including city incorporations, annexations to a city or special district, and city and special district consolidations.

Local agency formation commissions (LAFCOs) have numerous powers under the Act, but those of primary concern are the power to act on local agency boundary changes and to adopt spheres of influence for local agencies. Among the purposes of LAFCOs are the discouragement of urban sprawl and the encouragement of the orderly formation and development of local agencies.

Upon receipt of the project application, City staff met preliminarily with Madera County LAFCO staff for purposes of identifying a recommended logical and orderly boundary for annexation. Both City and LAFCO staff agree the most logical and orderly boundary would be a prolongation of the western boundary of the project site to the south to the existing incorporated City boundary at Adell Street. The existing incorporated City boundary to the east is the Madera Irrigation District Canal (Lat. 24.2).

Accordingly, the proposed project area includes all parcels within the area which City and County staff recommend will create the most logical and orderly boundary for annexation.

General Plan Amendment (GPA 2024-01) and Prezone (REZ 2024-02):

Currently, the City of Madera's General Plan Land Use Map designates all 11 parcels within the project area and proposed annexation boundary for Low Density Residential (2.1-7.0 dwelling units per acre) uses. Policy LU-32 of the General Plan provides zoning shall be consistent with General Plan land use designations.

The project proposes to amend the General Plan Land Use Map to change the land use designation for the project site (APN: 038-060-017) from Low Density Residential (2.1-7 dwelling units per acre) to Medium Density Residential (7.1-15 dwelling units per acre) to facilitate a subdivision of the project into 61 single family residential lots at a density of ±8.80 dwelling units per acre. Accordingly, REZ 2024-02 proposes:

- Prezone the project site (±6.93 ac.) to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district, consistent with the proposed Medium Density Residential land use designation in accordance with GPA 2024-01;
- Prezone the balance of the project area (±12.97 ac.) to the R1 (Residential, one unit for each 6,000 square feet of site area) zone district consistent with the existing Low Density Residential General Plan land use designation.

Policy LU-32 of the General Plan also provides Table LU-A: General Plan/Zoning Consistency of the General Plan shall be used to determine consistency for rezoning applications. The PD-3000 and the R1 zone districts are consistent with the Medium and Low Density Residential land use designations, respectively, pursuant to Table LU-A of the General Plan.

The Medium Density Residential land use designation proposed by GPA 2024-01 will facilitate consistency between the proposed subdivision density and the General Plan Land Use designation; and allow prezoning to a zone district which will accommodate the proposed subdivision density and lot sizes (i.e., one unit for each 3,000 square feet of site/lot area).

Prezoning of the project area in accordance with REZ 2024-02 will create consistency between zoning (upon annexation to the City of Madera) and the General Plan land use designation in accordance with Policy LU-32 of the General Plan as well as the prezoning requirements for annexation as provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

The chart below indicates the proposed zone district and land use designation for the parcels included within the project area:

APN	Acres	Proposed City of Madera GP	Proposed City of Madera Zone District

038-060-017	6.93	Medium Density Residential (MD)	PD-3,000 (Planned Development, one unit per 3,000 sq ft)
038-060-028	1.95	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-060-032	1.0	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-060-033	1.18	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-016	0.91	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-017	1.51	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-018	0.92	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-019	1.15	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-020	2.33	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-021	0.77	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-022	1.19	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)

ENVIRONMENTAL REVIEW:

The proposed project has been reviewed for compliance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

Precision Civil Engineering, Inc. has prepared an initial study, performed environmental analyses and evaluated the project in accordance with the CEQA Guidelines and criteria on behalf of the City as lead agency. The conclusions and findings resultant from these environmental studies, analyses and an evaluation of the proposed project determined that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the significant direct, indirect or cumulative effects on the environment to a level less-than-significant, and that preparation of a Mitigated Negative Declaration (MND) is appropriate for this project.

The Notice of Intent to adopt a Mitigated Negative Declaration (SCH No. 2024110144) was filed with the County Clerk and posted with the Governor's Office of Planning and Research (OPR) on November 8, 2024 and published in the Madera Tribune on November 9, 2024. This initiated a public review period effectively commencing on November 9, 2024, and ending December 9, 2024.

On December 10, 2024, the City of Madera Planning Commission adopted Resolution No. 2017 adopting the Mitigated Negative Declaration (SCH No. 2024110144) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project and contingently approving the Tentative Subdivision Map (TSM 2024-01). The Commission therefore made the first project approval for the overall project as part of its consideration of the contingent approval of TSM 2024-01 on December 10, 2024.

As the first project approval, the Commission adopted the environmental findings of Mitigated The MND (SCH No. 2024110144) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project (including GPA 2024-01 & REZ 2024-02). The adopted Mitigated Negative Declaration provides the environmental assessment and criteria analyses for purposes of the entire proposed project, including subsequent actions by the City Council. As such, staff are proposing the Council find that this project has already been environmentally assessed, there have been no changes as contemplated by CEQA Guidelines Section 15162(a), and as such no further environmental documentation is required.

FISCAL IMPACT:

The applicant paid Planning Department entitlement fees in accordance with the City's adopted Master Fee Schedule to offset the cost associated with processing the subject project applications. Future development will be required to pay all contemporary impact fees, assessments and charges toward supporting City infrastructure and services.

ALTERNATIVES:

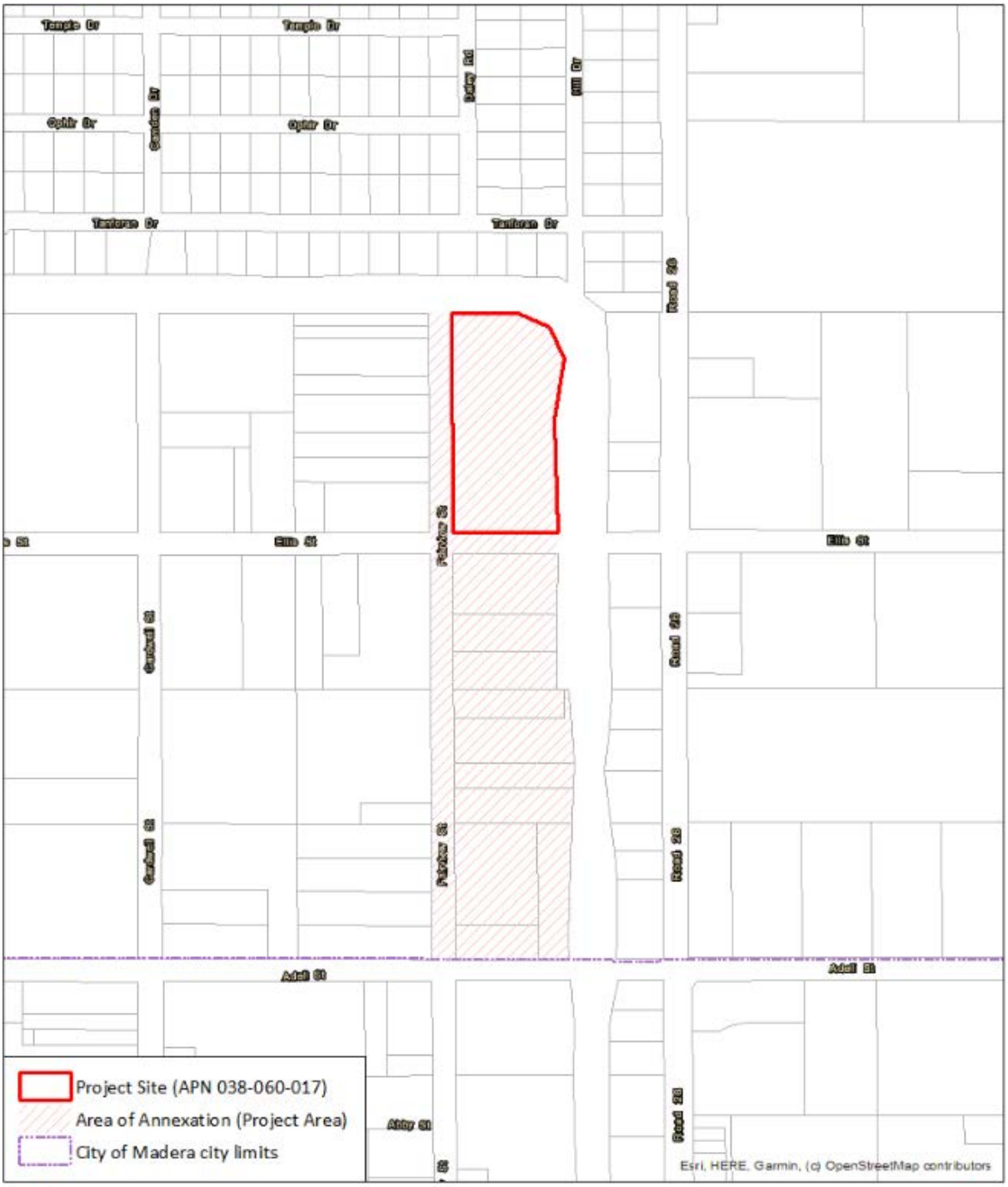
1. Move to continue the public hearing to a future City Council meeting at a date and time certain (Council to specify date) or refer the matter back to staff to be rescheduled at a later meeting date to-be-determined; with direction to staff; or,
2. Move to recommend denial of the proposed application(s), or any part thereof, in such form as the Council may deem to be advisable.

ATTACHMENTS:

1. Vicinity Map
2. Aerial Image
3. Planning Commission Resolution No. 2016 (Recommendation)
4. Mitigated Negative Declaration (SCH No. 2024110144)
5. City Council Resolution (GPA 2024-01)
   Exhibit A: Existing General Plan Land Use Map
   Exhibit B: Proposed General Plan Land Use Map
6. City Council Ordinance (REZ 2024-02)
   Exhibit A: Existing Zoning Map
   Exhibit B: Proposed Zoning Map

ATTACHMENT 1

Vicinity Map

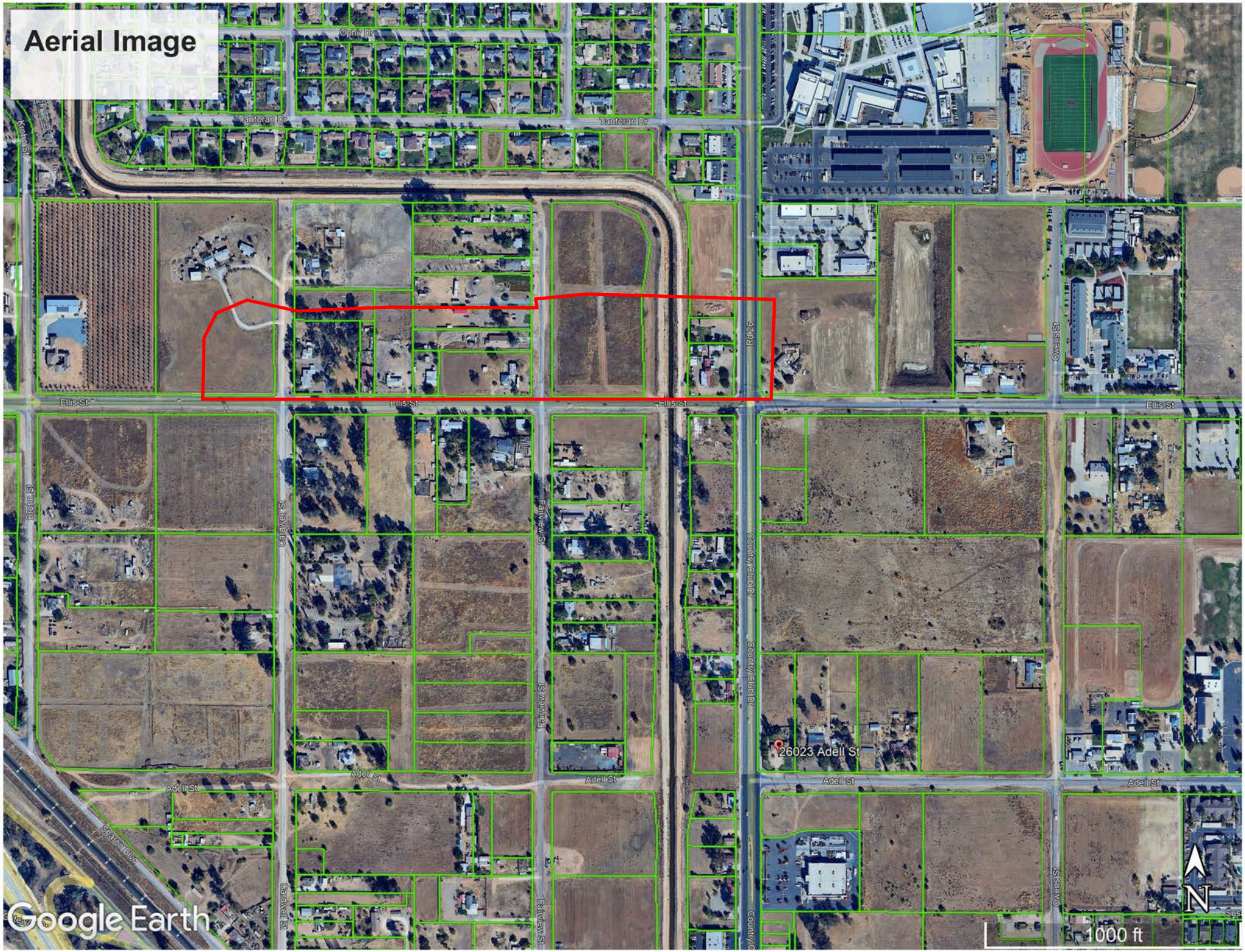


CITY OF MADERA - ELLIS/FAIRVIEW RESIDENTIAL SUBDIVISION

Created: 7/30/2024

ATTACHMENT 2

Aerial Image


Aerial Image
Ophir Dr
Tanforan Dr
Tanforan Dr
Kroha St
Ellis St
Ellis St
Ellis St
Ellis St
Rd 99
Owens St
Kroha St
Cardwell St
Fairview St
Fairview St
County Club Dr
County Club Dr
26023 Adell St
Adell St
Adell St
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Adell St
Adell St
Stanton Blvd
Cardwell St
Fairview St
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ATTACHMENT 3

Planning Commission Resolution No. 2016

(Recommendation)

RESOLUTION NO. 2016

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA APPROVE GPA 2024-01 AND REZ 2024-02 TO FACILITATE ANNEXATION TO THE CITY OF MADERA (ANX 2024-01)

WHEREAS, CVI Group ("Owner") owns Assessor's Parcel Number (APN) 038-060-017, comprising ±6.93 acres of land located on the northeast corner of the intersection of Ellis Street and Fairview Street in the County of Madera, California (the "Project Site"); and

WHEREAS, the Owner has submitted an application for a General Plan Amendment (GPA) 2024-01 and Prezone (REZ) 2024-02 to facilitate annexation and approval of a Tentative Subdivision Map (TSM) 2024-01 for, and annexation of, the project site to the City of Madera; and

WHEREAS, the logical and orderly formation of an annexation boundary, in accordance with the provisions of the California Government Code (CGC), requires inclusion of a total ±19.90 acres of land comprised of eleven (11) parcels bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east in the County of Madera, CA (APN[s]: 038-060-017, 038-110-016, 038-110-017, 038-110-018, 038-110-019, 038-110-020, 038-110-021, 038-110-022, 038-060-028, 038-060-032, and 038-060-03) (the "Project Area"), to be annexed to the City of Madera; and

WHEREAS, the specific changes of organization requested consist of detachment of the project area territory from the County of Madera and annexation to the City of Madera; and

WHEREAS, the territory to be annexed is within the Sphere of Influence (SOI) and the Urban Growth Boundary of the City of Madera; and

WHEREAS, Government Code (CGC) § 56375(C)(7) requires, as a condition to annexation, that a city prezone the territory to be annexed or present evidence satisfactory to the Local Agency Formation Commission (LAFCO) that the existing development entitlements on the territory are consistent with the city's general plan; and

WHEREAS, GPA 2024-01 proposes to amend the General Plan Land Use Map to change the land use designation for the project site (±6.93 ac.) from Low Density Residential (2.1-7.0 dwelling units per acre) to Medium Density Residential (7.1-15 dwelling units per acre) to facilitate prezoning of the project site (±6.93 ac.) to the proposed PD-3,000 (Planned Development, one unit for each 3,000 square feet of site area) in accordance with REZ 2024-02; and

WHEREAS, REZ 2024-02 proposes to prezone the balance of the project area and annexation territory (±12.97 ac.) to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district; and

WHEREAS, the proposed PD-3,000 and R-1 zone districts are consistent with Medium Density and Low Density Residential land use designations of the General Plan, respectively,

pursuant to Policy LU-32 and in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan; and

WHEREAS, the project is compatible with other properties and environs within the vicinity of the project and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH 2024110144) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, project approval of TSM 2024-01 is contingent upon and subject to Council approval of GPA 2024-01 and REZ 2024-02 (to authorize ANX 2024-01), as well as the annexation of the territory to the City of Madera; and

WHEREAS, pursuant to the City's Municipal Code and State Planning and Zoning Law, the Planning Commission (Commission) is authorized to review and make recommendations to the City Council (Council) for prezones on behalf of the City; and

WHEREAS, the City provided notice of the Commission hearing as required by law for the regular meeting of the Planning Commission held on December 10, 2024; and

WHEREAS, the Commission received and independently reviewed and considered the information contained in the IS/MND pursuant to CEQA, and reviewed GPA 2024-01 and REZ 2024-02 (to authorize ANX 2024-01) at the duly noticed meeting on December 10, 2024; and

WHEREAS, at the December 10, 2024, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending the Council approve GPA 2024-01 and REZ 2024-02 and authorize ANX 2024-01; and

NOW, THEREFORE BE IT RESOLVED, by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: The Planning Commission finds an environmental assessment initial study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed Project and relevant environmental issues. Based on this review and assessment, the Planning Commission finds that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the potential

significant direct, indirect or cumulative effects on the environment to a level less-than-significant, and that a Mitigated Negative Declaration is appropriate for this project. The Planning Commission further finds the Initial Study and Mitigated Negative Declaration were timely and properly published and noticed as required by CEQA. As such, the Planning Commission has resolved to adopt Mitigated Negative Declaration (SCH No. 2024110144) including the Mitigation Monitoring and Reporting Program for purposes of the contingent approval of TSM 2024-01 and the proposed project.

3. Recommendation to City Council to Approve GPA 2024-01: Based on the evidence in the record, the Planning Commission recommends the Council approve the GPA 2024-01 to amend the General Plan Land Use Map to change the land use designation for the project site (±6.93 ac.) from Low Density Residential (2.1-7.0 dwelling units per acre) to Medium Density Residential (7.1-15 dwelling units per acre) to facilitate prezoning in accordance with REZ 2024-02 and subdivision of the project site for purposes of a 61-lot single family residential planned development at a density of ±8.80 dwelling units per acre in accordance with TSM 2024-01. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve GPA 2024-01 as shown in Exhibit A.

4. Recommendation to City Council to Approve REZ 2024-02: The Commission finds that REZ 2024-02 is consistent with the General Plan goals, policies and objectives and with the General Plan Land Use Plan contingent upon Council approval of GPA 2024-01. Subject to Council approval of GPA 2024-01, the project is consistent with General Plan Policy LU-32, which provides zoning shall be consistent with General Plan land use designations and Table LU-A, which shall be used to determine consistency for rezoning applications. In accordance with Table LU-A, the PD-3,000 (Planned Development, one unit for each 3,000 square feet of site area) and R-1 (Residential, one unit for each 6,000 square feet of site area) zone districts are consistent with the Low Density Residential and proposed Medium Density Residential land use designations for the territory to be annexed as designated by the General Plan and proposed in accordance with GPA 2024-01, respectively. The proposed PD-3000 zone district will allow for minimum 3,000 square-foot lot sizes, to facilitate approval of TSM 2024-01. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve REZ 2024-02 as shown in Exhibit B.

5. Annexation Findings: The Commission finds that the annexation of the proposed project area territory to the City of Madera is consistent with the goals, objectives, and policies of the Madera General Plan. The project is consistent with General Plan Policy LU-13, which states "The City shall support annexation of property to its boundaries for the purpose of new development only when it determines that the following conditions exist:

- Sufficient public infrastructure, facilities, and services are available or will be provided in conjunction with new development; and

- Demands on public infrastructure, facilities and services created by the new development will not result in reductions in capacity that is necessary to serve the existing city limits (including demand created by potential infill development),

reductions in existing service levels within the city limits, or the creation of detrimental fiscal impacts on the city"

The appropriate findings have been made and as a result, the project would be consistent with the City's General Plan. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council authorize ANX 2024-01 as shown in Exhibit C.

6. Effective Date: This Resolution shall become effective immediately. The Secretary of the Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the Council of the City of Madera.

* * * *

Passed and adopted by the Planning Commission of the City of Madera this 10th day of December 2024, by the following vote:

AYES: Commissioners Rohi Zacharia, Bobby Sheikh, Balwinder Singh, Saim Mohammad, Jose Eduardo Chavez, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

Attachments:

Exhibit "A" – Existing and Proposed General Plan Land Use Map
Exhibit "B" – Existing and Proposed Zone Map
Exhibit "C" – Project Area/Territory Proposed for Annexation

ATTACHMENT 4

Mitigated Negative Declaration (SCH No. 2024110144)

https://www.madera.gov/home/departments/planning/#tr-current-projects-environmental-review-2436011

ATTACHMENT 5

City Council Resolution (GPA 2024-01)

Including:

Exhibit “A”: Existing General Plan Land Use Map

Exhibit “B”: Proposed General Plan Land Use Map

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING GPA 2024-01 AND AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION FOR ±6.93-ACRES OF LAND FROM THE LOW DENSITY RESIDENTIAL (2.1-7 DWELLING UNITS PER ACRE) DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (7.1-15 DWELLING UNITS PER ACRE) DESIGNATION

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State Law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, CVI Group ("Applicant") submitted an application requesting an amendment to the Madera General Plan Land Use Map (GPA 2024-01) to change the land use designation for ±6.93 acres of property located on the northeast corner of Fairview Street and Ellis Street (APN: 038-060-017) (the "Project Site") from the Low Density Residential land use designation to the Medium Density Residential land use designation, as shown in the attached Exhibits A and B; and

WHEREAS, the proposed General Plan amendment was filed to facilitate prezoning of the project site to the PD-3000 (Planned Development, one unit for every 3,000 square feet), thereby providing the required consistency between the General Plan and Zoning Ordinance in accordance with the policies of the General Plan; and

WHEREAS, the proposed General Plan amendment is compatible with the neighborhood and not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation and adoption of a Mitigated Negative Declaration (SCH No. 2024110144) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to the CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, pursuant to the CMC, the Planning Commission is authorized to adopt environmental determinations on behalf of the City; and

WHEREAS, pursuant to the CMC, a properly noticed public hearing was held before the Planning Commission of the City of Madera (Commission) on December 10, 2024, following which the Commission adopted Resolution No. 2017 to adopt the Mitigated Negative Declaration (SCH

No. 2024110144) and the Mitigation Monitoring and Reporting Program prepared for the proposed project; and

WHEREAS, at the properly noticed public hearing held before the Planning Commission of the City of Madera (Commission) on December 10, 2024, the Commission adopted Resolution No. 2016, recommending the City Council of the City of Madera (Council) approve GPA 2024-01; and

WHEREAS, pursuant to the provisions of the California Government Code (CGC), the legislative body (Council) may amend all or part of an adopted General Plan following a noticed public hearing; and

WHEREAS, the City provided notice of the Council hearing on January 15, 2025, as required by law; and

WHEREAS, the Council received and independently reviewed GPA 2024-01 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on January 15, 2025; and

WHEREAS, at the January 15, 2025, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Resolution to approve GPA 2024-01.

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

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

2. CEQA: This project has been previously assessed. The City Council finds that pursuant CEQA Guidelines § 15162 subsequent environmental review is not required for GPA 2024-01 based on the following:

    a. No substantial changes are proposed in the project which will require major revisions of the previous mitigated negative declaration due (MND) to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, the Planning Commission approved the MND almost immediately prior to the adoption of this Resolution. GPA 2024-01 is consistent with the same density, intensity, and use, and is exactly as contemplated by the MND. As such, the proposed GPA 2024-01 has the same environmental impacts assessed in the MND.

    b. No substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, GPA 2024-01 is exactly consistent with the MND and specifically contemplated by it. Additionally, GPA 2024-01 allows for the implementation of the subdivision map(s) contingently approved

by the Planning Commission as part of the approval of the MND, property will continue to be used for residential uses as originally contemplated by the MND, and there are no new substantial changes in the physical environment that were not anticipated in the MND, including its analysis in light of the development contemplated.

c. There is no new information, which was not known and could not have been known at the time of the previous mitigated negative declaration that the project will have significant effect not discussed in the MND. The GPA 2024-01 will not have any more significant effects than that already discussed and assessed in the MND, and was specifically contemplated by the MND. Furthermore, since a MND was previously adopted for the project, the considerations set forth in CEQA Guidelines § 15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable.

Based upon these findings, the City Council determines that this project has already been environmentally assessed and no further environmental documentation is required for GPA 2024-01.

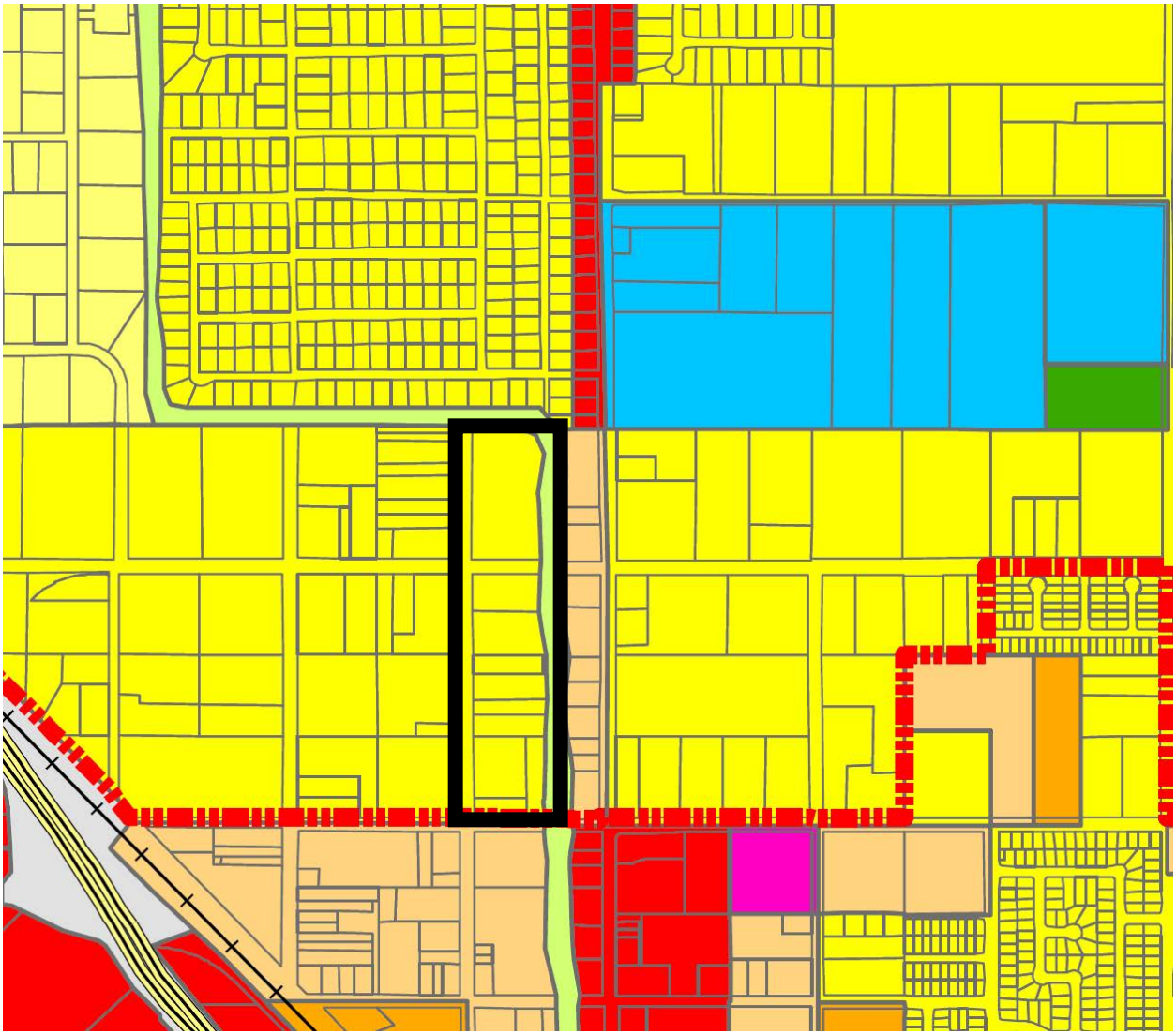
3. Approval of GPA 2024-01 : Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the proposed amendment to the City of Madera General Plan is hereby found consistent with the intent and purpose of the Madera General Plan. Additionally, the City Council finds that approval of General Plan Amendment 2024-01 in the best interest of the City, and is not detrimental to public health, safety, or welfare. As such, the City Council hereby approves the amendment of the City of Madera General Plan Land Use Map by amending the General Plan land use designation for APN 038-060-017 from the Low Density Residential land use designation to the Medium Density Residential land use designation for approximately 6.93 acres of property as specified in attached Exhibit “A,” which is incorporated by reference.

4. Effective Date: This resolution is effective immediately.

* * * * *

Exhibit “A”: Existing General Plan Land Use Map
Exhibit "B”: Proposed General Plan Land Use Map

Exhibit A: Existing General Plan Land Use Map

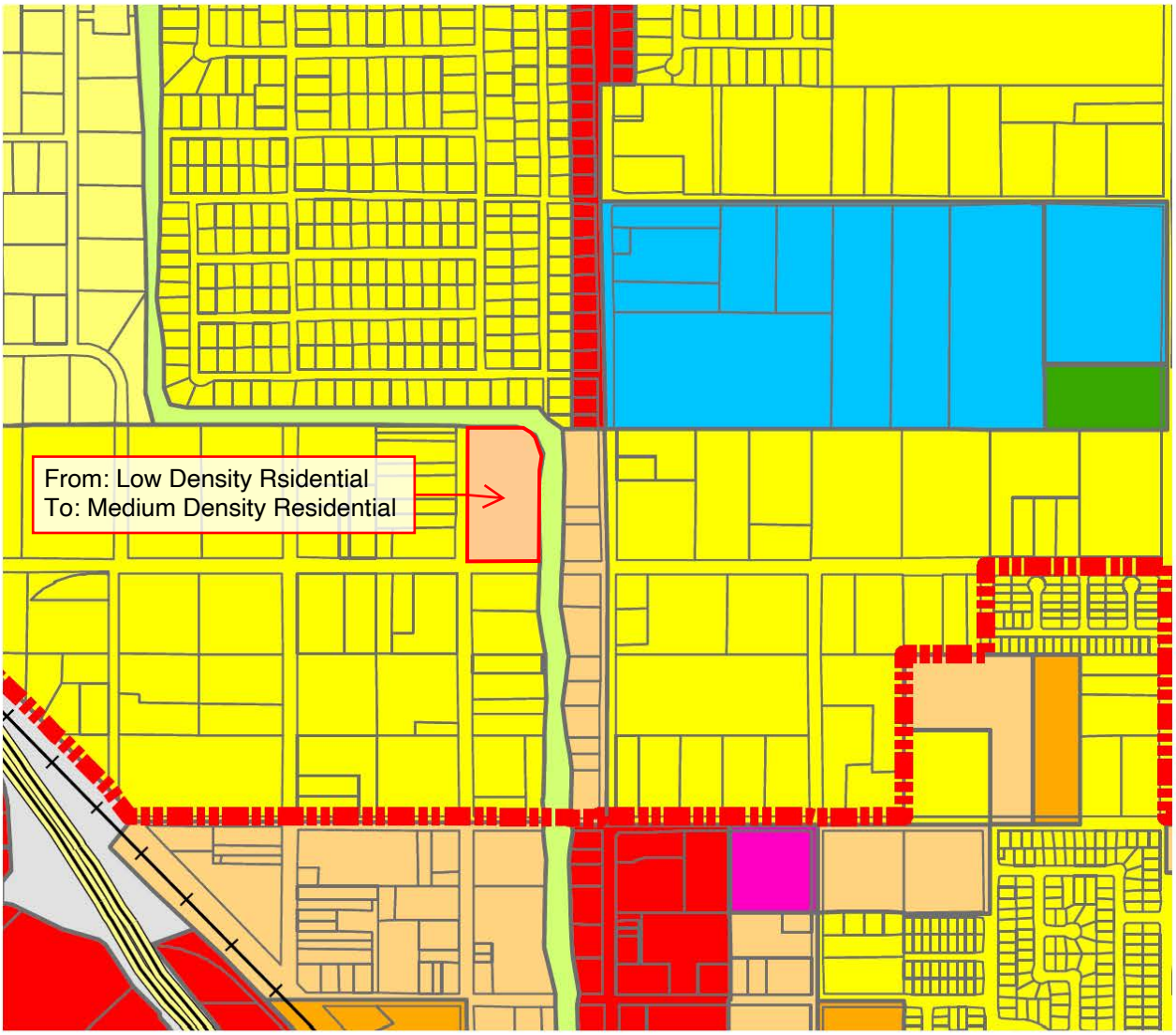


General Plan
Land Use Designations

- C - Commercial
- O - Office
- I - Industrial
- VLD - Very Low Density Residential
- LD - Low Density Residential
- MD - Medium Density Residential
- HD - High Density Residential
- NMU - Neighborhood Mixed Use
- VMU - Village Mixed Use

Project area

Exhibit B: Proposed General Plan Land Use Map



General Plan
Land Use Designations

- C - Commercial
- O - Office
- I - Industrial
- VLD - Very Low Density Residential
- LD - Low Density Residential
- MD - Medium Density Residential
- HD - High Density Residential
- NMU - Neighborhood Mixed Use
- VMU - Village Mixed Use

ATTACHMENT 6

City Council Ordinance (REZ 2024-02)

Including:

Exhibit “A”: Existing Zoning Map

Exhibit “B”: Proposed Zoning Map

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZ 2024-02 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE ±6.93 ACRES OF LAND TO THE PD-3000 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 3,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT AND ±12.97 ACRES OF LAND TO THE R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT TO FACILITATE ANNEXATION TO THE CITY OF MADERA (ANX 2024-01)

WHEREAS, CVI Group, ("Applicant") has submitted an application to prezone (REZ 2024-02) ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, comprising APN(s) 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022 in the County of Madera, California (the "Project Area"); and

WHEREAS, the project area is located within the Sphere of Influence and Urban Growth Boundary of the City of Madera and is planned for Low Density Residential (±12.97 acres) and Medium Density Residential (±6.93 acres) land uses on the adopted City of Madera General Plan Land Use Map, and

WHEREAS, REZ 2024-02 has been filed to facilitate annexation of the project area to the City of Madera in accordance with the provisions of the California Government Code (CGC); and

WHEREAS, the project area is currently zoned RRS (Residential, Rural, Single Family) by the Madera County Zoning Ordinance; and

WHEREAS, REZ 2024-02 proposes to prezone a ±6.93-acre portion of the project area located at the northeast corner of the intersection of Ellis and Fairview Streets (APN: 038-060-017) (the "Project Site") to the PD-3000 (Planned Development, One unit for each 3,000 square feet of site area) zone district to facilitate approval of a Tentative Subdivision Map (TSM 2024-01) proposing to create a 61-lot single family residential subdivision of the project site; and

WHEREAS, REZ 2024-02 proposes to prezone a ±12.97-acre portion of the project area located on the east side of Fairview Street between Ellis and Adell Streets (APN[s]: 038-060-028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022) to the R-1 (Residential, One unit for each 6,000 sq. ft. of site area) zone district to facilitate annexation of a logical boundary; and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation and adoption of a Mitigated Negative Declaration (SCH No. 2024110144) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to the CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, pursuant to the CMC, the Planning Commission is authorized to adopt environmental determinations on behalf of the City; and

WHEREAS, pursuant to the CMC, a properly noticed public hearing was held before the Planning Commission of the City of Madera (Commission) on December 10, 2024, following which the Commission adopted Resolution No. 2017 to adopt the Mitigated Negative Declaration (SCH No. 2024110144) and the Mitigation Monitoring and Reporting Program prepared for the proposed project; and

WHEREAS, at the properly noticed public hearing held before the Planning Commission of the City of Madera (Commission) on December 10, 2024, the Commission adopted Resolution No. 2016, recommending the City Council of the City of Madera (Council) approve REZ 2024-02; and

WHEREAS, pursuant to the CMC, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the Council and the Council shall adopt the amendment; and

WHEREAS, the City provided notice of the Council hearing on January 15, 2025 as required by law; and

WHEREAS, the Council received and independently reviewed REZ 2024-02 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on January 15, 2025; and

WHEREAS, at the January 15, 2025, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Ordinance approving REZ 2024-02, and

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. CEQA. This project has been previously assessed. The City Council finds that pursuant CEQA Guidelines § 15162 subsequent environmental review is not required for REZ 2024-02 based on the following:

a. No substantial changes are proposed in the project which will require major revisions of the previous mitigated negative declaration due (MND) to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, the Planning Commission approved the MND almost immediately prior to the adoption of this Ordinance. REZ 2024-02 is consistent with the same density, intensity, and use, and is exactly as contemplated by the MND. As such, the proposed REZ 2024-02 has the same environmental impacts assessed in the MND.

b. No substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase

in the severity of previously identified significant effects. In this case, REZ 2024-02 is exactly consistent with the MND and specifically contemplated by it. Additionally, REZ 2024-02 allows for the implementation of the subdivision map(s) contingently approved by the Planning Commission as part of the approval of the MND, property will continue to be used for residential uses as originally contemplated by the MND, and there are no new substantial changes in the physical environment that were not anticipated in the MND, including its analysis in light of the development contemplated.

c. There is no new information, which was not known and could not have been known at the time of the previous mitigated negative declaration that the project will have significant effect not discussed in the MND. The REZ 2024-02 will not have any more significant effects than that already discussed and assessed in the MND and was specifically contemplated by the MND. Furthermore, since a MND was previously adopted for the project, the considerations set forth in CEQA Guidelines § 15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable.

Based upon these findings, the City Council determines that this project has already been environmentally assessed and no further environmental documentation is required for REZ 2024-02.

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed prezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds REZ 2024-02 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

a. The proposed Prezone will provide the required consistency between the General Plan and zoning in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan as required by General Plan Policy LU-32. Table LU-A of the General Plan identifies General Plan Land Use Category and Consistent Zoning Districts. According to Table LU-A, the R-1 and PD-3000 zone districts are consistent with the Low-Density Residential Land Use designation for the site, respectively.

b. The Prezone is not expected to be detrimental to the health, safety peace, comfort, or general welfare of the neighborhood or the City. Environmental analyses and findings prepared for the proposed project and as provided in the MND (SCH No. 2024110144) considered potential environmental impacts associated with the project. Mandatory findings of significance provide the project will not result in significant environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. In addition, all required standards of the Zoning Regulations contained within the City Municipal Code will be complied with and conditions of approval will be applied and mitigation measures implemented to ensure the proposed project will not be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or City.

SECTION 4. Approval of REZ 2024-02. The City Council hereby approves REZ 2024-02 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the hereto attached Exhibits "A" and "B" which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

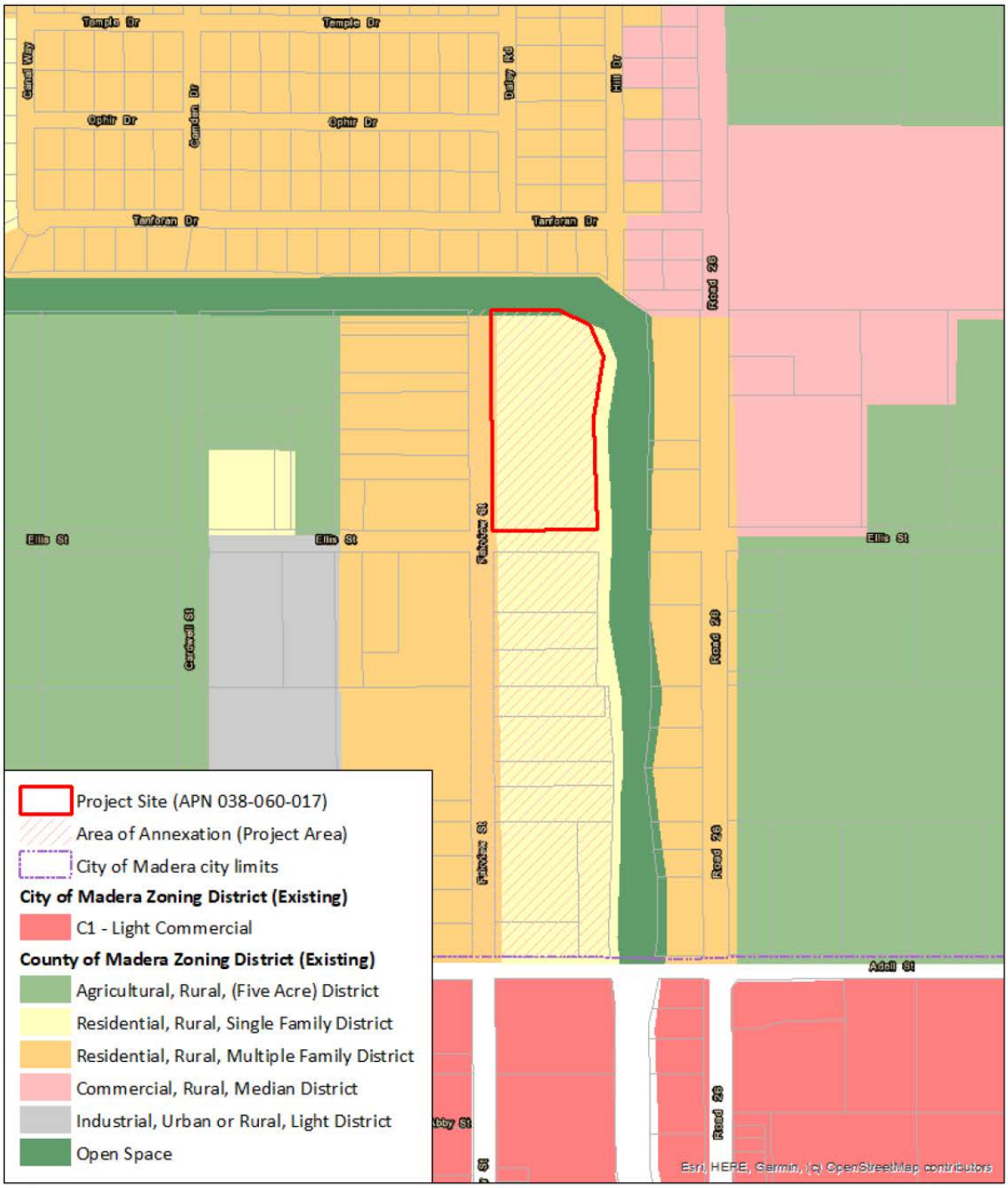
SECTION 6. Posting. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 7 Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

Exhibit "A": Existing Zoning Map
Exhibit "B": Proposed Zoning Map

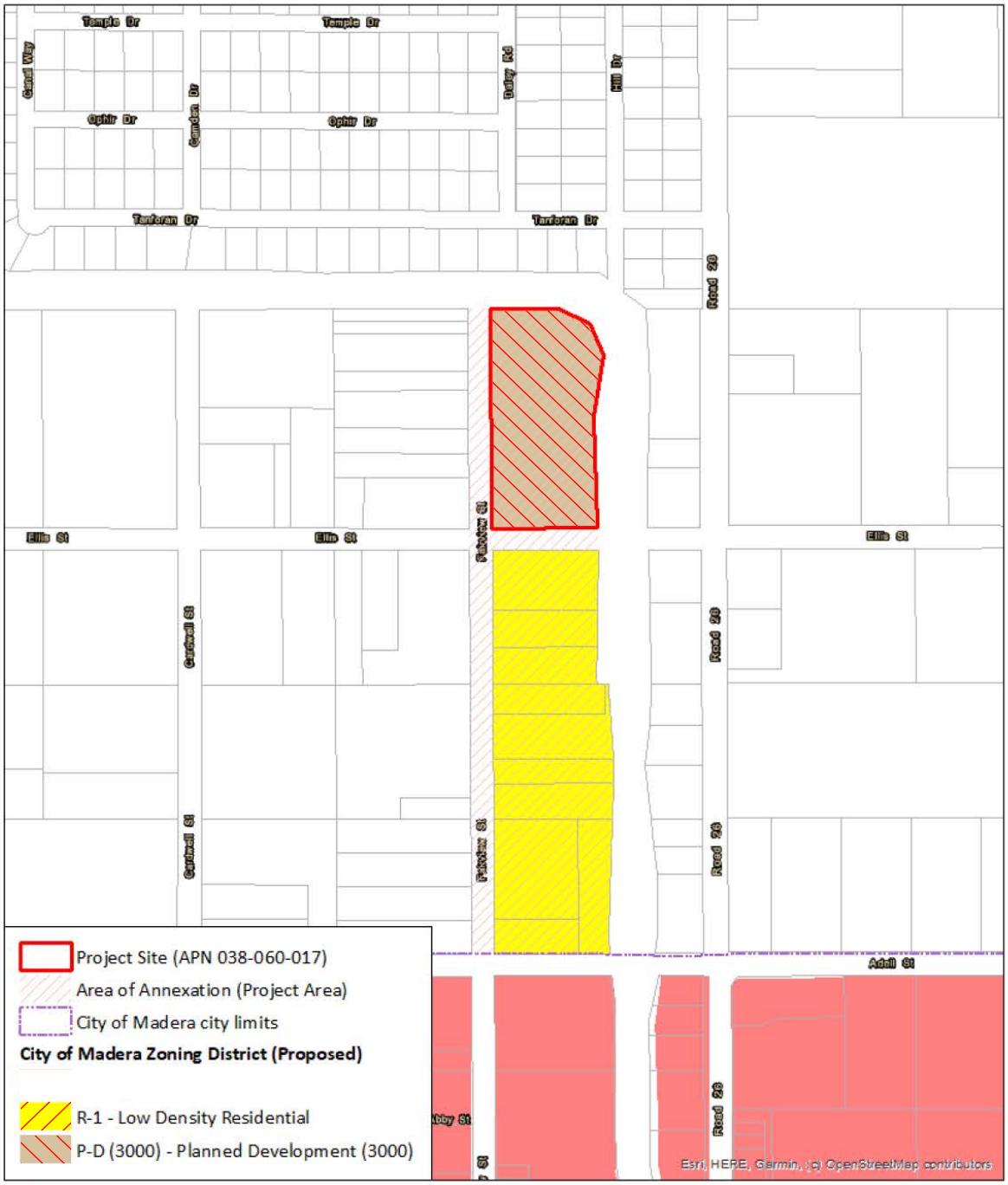
Exhibit A: Existing Zoning Map



CITY OF MADERA - ELLIS/FAIRVIEW RESIDENTIAL SUBDIVISION

Created: 7/30/2024

Exhibit B: Proposed Zoning Map



CITY OF MADERA - ELLIS/FAIRVIEW RESIDENTIAL SUBDIVISION

Created: 7/30/2024

REPORT TO THE CITY COUNCIL

Approved by:

_____
Will Tackett, Community Development Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: A-2

SUBJECT:

Consideration of Ordinance Text Amendment (OTA) 2024-01, a proposed amendment to Section 6-5.40 (Operating requirements for store front/retail facilities) of Chapter 5 (Cannabis Businesses) of Title VI of the City Municipal Code (CMC) to allow for curbside delivery at licensed cannabis business store front/retail facilities.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and take action as follows:

(1) Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations.

SUMMARY:

On June 16, 2021, the City Council of the City of Madera, considered and approved Ordinance 977, which added to the Chapter 5 (Cannabis Businesses) to Title VI of the City Municipal Code (CMC),to permit commercial cannabis businesses within the City. This "Cannabis Business Permit Ordinance," established a regulatory program that requires all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operations. The Ordinance also contains operational requirements aimed to protect and preserve the City of Madera residents' public health, safety, and welfare including the regulation of the permissible cannabis business operations such as: store front/retail facilities, non-store front retailers, cannabis business delivery vehicles, cannabis distributors, cannabis testing labs, cannabis manufacturing, cannabis cultivators, and cannabis delivery services.

,

Embarc Madera has filed an application for Ordinance Text Amendment (OTA) 2024-01, proposes to amend the Operating Requirements for Store Front/Retail Facilities contained in CMC § 6-5.40 et seq.; specifically §§ 6-5.40(G)(2) & (G)(3), pertaining to the regulation of sale and delivery of cannabis goods to patrons located within or about a motor vehicle to allow curbside delivery in accordance with the provisions of the California Code of Regulations.

ANALYSIS:

The proposed amendment is consistent with State regulations. The California Code of Regulations (CCR) Title 4, Division 19, § 15402, provides:

- A licensed retailer or licensed microbusiness authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery. Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle parked immediately outside the licensed retail premises. Curbside delivery of cannabis goods must occur under video surveillance and meet the requirements of section 15044, subsection (e) for recording point-of-sale areas. Retail employees engaging in curbside delivery must verify each customer's age pursuant to subsection (a). Licensed retailers who are only authorized to engage in retail sales through delivery shall not conduct sales through curbside delivery.

Further, California Code of Regulation Title 4, Division 19, § 15025 resembles Madera's Cannabis Business Permit Ordinance and states:

- Licensed retailers or licensed microbusinesses authorized to engage in retail sales shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle, except for curbside delivery conducted pursuant to section 15404.

As proposed, OTA 2024-01 would amend CMC §§ 6-5.40(G)(2) & (G)(3) to incorporate these provisions of the CCR to allow Store Front/Retail Facilities to conduct sales through curbside delivery. CMC §§ 6-5.40(G) would be amended to read as follows (see Attachment 1, Exhibit A):

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle, except for curbside delivery as provided in § 6-5.40(G)(3).

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle, except curbside delivery conducted pursuant to the following:

(a) A licensed retailer or licensed microbusiness authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery. Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle at a location on the licensed retail premises, which is immediately outside the structure, and which is not located adjacent to the public rights-of-way. Curbside delivery of cannabis goods must occur under video surveillance meeting the requirements of § 6-5.36(A)(5) and in substantial compliance with § 6-5.40(G)(5) for recording point-of-sale areas. Retail employees engaging in curbside delivery must verify each customer's age pursuant to § 6-5.40(B). Licensed retailers who are only authorized to engage in retail sales through delivery shall not conduct sales through curbside delivery.

The applicant has identified the following potential benefits in regard to the curbside pickup of cannabis goods/products:

- Improved public health and safety: Considering ongoing public health concerns such as COVID-19, curbside pickup helps minimize in-store congestion, thereby reducing the risk of communicable disease transmission.

- Enhanced customer convenience: Allowing curbside pickup will provide our customers with a safer and more convenient way to purchase cannabis products, especially for those with mobility issues or those who prefer a minimal-contact shopping experience.
- Economic viability: By expanding our service capabilities to include curbside pickup, we can better compete with neighboring jurisdictions that already permit such services, including Fresno, ultimately contributing to the local economy through increased sales and tax revenues.

The required security measures of the Cannabis Business Permit Ordinance require a cannabis business permittee to implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent theft of cannabis or cannabis products at the cannabis business. This can include perimeter fencing and exterior lighting, preventing individuals from remaining on the premises of the cannabis business, 24-hour security personnel, and a 24-hour video surveillance system for the licensed premises, including all point-of-sale areas. Additionally, curbside delivery would still be subject to existing codified regulations governing age verification. Given these existing mandatory security requirements would be applicable and can be adequately extended to cover curb side delivery areas immediately outside the structure of the licensed premises, it is staff's opinion that curbside delivery would not pose a significant risk or detriment to the public health, safety or welfare.

ENVIRONMENTAL REVIEW:

Staff performed a preliminary environmental assessment and has determined that the project is exempt under Section 15061(b)(3) (General Rule) of the California Environmental Quality Act (CEQA) Guidelines because the activity is covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

OTA 2024-01 does not have potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Commercial cannabis storefront/retail businesses are limited in number by ordinance and awards for Commercial cannabis business permits are awarded by the City Council. Neither the designation/reservation of existing on-site parking stalls or improved areas of the licensed premises for curbside delivery, or the installation of additional video surveillance equipment will have potential to cause a significant effect on the environment.

COUNCIL ACTION:

The Council will be acting on OTA 2024-02. Staff recommends that the Council:

1. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations.

FINANCIAL IMPACT:

The applicant paid the Planning Department application/processing fees in accordance with the City's adopted Master Fee Schedule to offset the cost associated with processing the subject project application. Approval of OTA 2024-01 has potential to contribute to the success of local cannabis store front/retail

businesses and ensuring the local market remains competitive with other nearby valley cities; ultimately, contributing to the local economy through increased sales and tax revenues.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Move to refer the item back to staff and/or continue the public hearing to a future City Council meeting at a date and time certain with direction to staff to return with an updated staff report and/or Ordinance (Council to specify and articulate reasons for referral/continuance).
2. Move to deny the request.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. City Council Ordinance
   Exhibit “A” – OTA 2024-01 Draft Ordinance

ATTACHMENT 1

City Council Ordinance

Including:

Exhibit “A”: OTA 2024-01

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CITY MUNICIPAL CODE (CMC) SECTION 6-5.40 TO ALLOW FOR CURBSIDE DELIVERY FOR CANNABIS BUSINESS STORE FRONT/RETAIL OPERATIONS

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, on June 16, 2021, the City Council of the City of Madera, considered and approved Ordinance 977, adding Chapter 5, Title VI, Cannabis Businesses to the City Municipal Code (CMC) to permit commercial cannabis businesses within the City; and

WHEREAS, the operating requirements for Store Front/Retail Facilities contained in CMC § 6.540(G) et seq. prohibit the sale and/or delivery of cannabis goods to persons located within or about a motor vehicle; and

WHEREAS, the provisions of the California Code of Regulations (CCR) Title 4, Division 19 (Department of Cannabis Control) permit a licensed cannabis retailer or microbusiness to conduct sales through curbside delivery; and

WHEREAS, Ordinance Text Amendment (OTA) 2024-01 would amend CMC §§ 6.540(G)(2) & 6.540(G)(3) in order to permit curbside delivery of cannabis products and goods in the City in accordance with the provisions of CCR Title 4, Division 19; and

WHEREAS, a preliminary environmental assessment was performed and the proposed project was found to be exempt pursuant to Section 15063(b)(3) (General Rule/Common Sense) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, the City provided notice of the Council hearing as required by law on December 7, 2024; and

WHEREAS, the Council received and independently reviewed OTA 2024-01 at the regularly scheduled meeting of the Council held on January 15, 2025; and

WHEREAS, at the January 15, 2025 Council meeting, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of the items before it, the Council now desires to adopt OTA 2024-01.

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

SECTION 2. CEQA Determination. A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council has determined the project is exempt pursuant to Section 15061(b)(3) (Common Sense) of the CEQA Guidelines. The activity is covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. OTA 2024-01 does not have potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Commercial cannabis storefront/retail businesses are limited in number by ordinance and awards for Commercial cannabis business permits are awarded by the City Council. Neither the designation/reservation of existing on-site parking stalls or improved areas of the licensed premises for curbside delivery, or the installation of additional video surveillance equipment will have potential to cause a significant effect on the environment. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. No further environmental analysis is required.

SECTION 3. Approval of OTA 2024-01. The Council hereby approves OTA 2024-01, amending section 6-5.40 of Chapter 5 of Title VI of the City Municipal Code as set forth in Exhibit "A" attached hereto with additions shown in underline and deletions shown in ~~strikethrough~~.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 6. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Madera on the 15th day of January, 2025 and was passed and adopted at a regular meeting of the City Council on the 15th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Hon. Cecelia Gallegos, Mayor

ATTEST:

_____
Alicia Gonzales, City Clerk

Exhibit “A” – OTA 2024-01

Exhibit A

The City Council of the City of Madera does ordain as follows:

CHAPTER 5: CANNABIS BUSINESSES

§ 6-5.40 OPERATING REQUIREMENTS FOR STORE FRONT/RETAIL FACILITIES.

(A) No more than the number of cannabis retailers adopted by Council resolution may operate within the city at any one time and shall be issued a permit by the city.

(B) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Cal. Health and Safety Code § 11362.71 identification card (Medical Marijuana Card). For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(C) Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician's recommendation, or a cannabis card issued pursuant to Cal. Health and Safety Code § 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(D) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the Chief of Police.

(E) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(F) All restroom facilities shall remain locked and under the control of management.

(G) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle, except for curbside delivery as provided in § 6-5.40(G)(3).

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle, except curbside delivery conducted pursuant to the following:

(a) A licensed retailer or licensed microbusiness authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery. Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle at a location on the licensed retail premises, which is immediately outside the structure, and which is not located adjacent to the public rights-of-way. Curbside delivery of cannabis goods must occur under video surveillance meeting the requirements of § 6-5.36(A)(5) and in substantial compliance with § 6-5.40(G)(5) for recording point-of-sale areas. Retail employees engaging in curbside delivery must verify each customer's age pursuant to § 6-5.40(B). Licensed retailers who are only authorized to engage in retail sales through delivery shall not conduct sales through curbside delivery.

(4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(H) Access to retailer premises.

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding § 6-5.38(H)(1), individuals who are at least 18 years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

(I) Authorized sales. A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(J) Limited access areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include

individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager, Chief of Police, or their designees upon request.

(K) Operating hours of the store front retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

(L) Store front/retail security requirements. All provisions incorporated within § 6-5.31 of this chapter (Security Measures), are directly applicable to and binding on all cannabis businesses, including all store front/retail businesses.

Item:	B-1
Minutes for:	12/18/2024
Adopted:	01/15/2025

Minutes of a Regular Meeting of the Madera City Council

December 18, 2024 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 829 3653 5942 #. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER: Meeting was called to order at 6:01 p.m.

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Vacant, District 1
Councilmember Steve Montes, District 3 (Arrived at 6:05 p.m.)
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin Macomb, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Police Commander Josiah Arnold, Administrative Analyst (Police Dept.) Sarah Sarquiz and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Mayor Gallegos

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA MOVING ITEM D-4 BEHIND THE CONSENT WAS APPROVED BY A 6/0 VOTE. VACANT: DISTRICT 1.

PRESENTATIONS:

1. **Learning more about Madera Irrigation District (MID) - Tommy Greci, General Manager MID**

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. 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.

No Public Comment was presented. Public Comment was closed.

A. PUBLIC HEARINGS:

A-1 Ordinance Text Amendment (OTA) 2024-02, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

Recommendation: The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:

1. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing (Report by Will Tackett)

An architect, a resident of Madera asked that they support this item as it would allow housing/affordable housing while still having to meet requirements for open space, lot size, etc.

A real estate agent, spoke in favor of this item as it would help with housing needs.

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

The City Attorney read the title of the ordinance to be considered.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-1 WAS APPROVED BY A 6/0 VOTE. VACANT: DISTRICT 1.

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. VACANT: DISTRICT 1.

B-1 Minutes – November 20, 2024 and December 4, 2024

Recommendation: Approve the City Council Minutes of November 20, 2024 and December 4, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 23, 2024, to December 6, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

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

Recommendation: Adopt a Resolution Approving Revised City of Madera Full Time Salary Schedules effective December 3, 2024; December 4, 2024; and December 28, 2024 (Report by Wendy Silva)

RES 24-206 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULES EFFECTIVE DECEMBER 3, 2024; DECEMBER 4, 2024; AND DECEMBER 28, 2024

B-5 Transfer of Road Maintenance Rehabilitation Account (RMRA) appropriations from the existing Highway Users Tax Account (HUTA) fund to a new RMRA Fund

Recommendation: Adopt a Budget Amendment Resolution Authorizing the Transfer of RMRA Appropriations from the existing HUTA Fund to a new RMRA Fund (Report by Keith Helmuth)

RES 24-207 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2024/25 BUDGET APPROVING TRANSFER OF ROAD MAINTENANCE REHABILITATION ACCOUNT (RMRA) APPROPRIATIONS FROM THE EXISTING HIGHWAY USERS TAX ACCOUNT (HUTA) FUND TO A NEW RMRA FUND

B-6 Accepting Improvements for the Ellis & D Street Subdivision (Tract No. 19-S-07)

Recommendation: Adopt a Resolution:

1. Accepting improvements for the Ellis & D Street Subdivision (Tract No. 19-S-07); and
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements (Report by Keith Helmuth)

RES 24-208 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH ELLIS & D STREET SUBDIVISION (TRACT NO. 19-S-07), AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

B-7 City of Madera FY 2022-2026 Transit Asset Management (TAM) Plan Update

Recommendation: Adopt a Resolution Approving the updated City of Madera FY 2022-2026 Transit Asset Management (TAM) Plan (Report by Michael Lima)

RES 24-209 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE UPDATED 2022-2026 TRANSIT ASSET MANAGEMENT (TAM) PLAN

B-8 Piggyback Purchase Agreements for Fleet Division-Related Purchases

Recommendation: Adopt a Resolution approving piggyback purchase agreements of:

1. A 5-yard all-electric dump truck for Public Works from PB Loader Corporation for$218,398; and
2. A 5-yard dump truck for the Parks Department from PB Loader Corporation for $197,288 (Report by Michael Lima)

RES 24-210 RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENTS FOR THE PURCHASE OF I) AN ALL-ELECTRIC DUMP TRUCK FOR GRAFFITI ABATEMENT FROM PB LOADER CORPORATION IN THE AMOUNT OF $218,398, II) A 5 YARD DUMP TRUCK FOR THE PARKS DEPARTMENT FROM PB LOADER CORPORATION IN THE AMOUNT OF $197,288

B-9 Banking Services Contract Award

Recommendation: Adopt a Resolution Awarding a Five (5) Year Contract with Four (4) One-Year Extensions to US Bank for Banking Services (Report by Michael Lima)

RES 24-211 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A CONTRACT FOR BANKING SERVICES BETWEEN THE CITY AND US BANK

B-10 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2024/25 Grant Award Acceptance

Recommendation: Adopt a Resolution accepting the $20,491 grant award and amending the City's 2024/25 Adopted Budget to reflect revenues and expenditures related to the grant (Report by Giachino Chiaramonte)

RES 24-212 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE PROGRAM 2024/25 GRANT IN THE AMOUNT OF $20,491

B-11 Agreement with Union Pacific Railroad Company for the Water Main Replacement under the Fresno River project, Project W-00009

Recommendation: Adopt a Resolution approving a Pipeline Crossing Agreement (Agreement) between the Union Pacific Railroad Company and the City of Madera for the water main replacement across the Fresno River (Report by Keith Helmuth)

RES 24-213 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PIPELINE CROSSING AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR THE WATER MAIN REPLACEMENT ACROSS THE FRESNO RIVER

B-12 Extension of Agreement with Backflow Solutions, Inc.

Recommendation: Adopt a Resolution Extending the Existing Agreement with Backflow Solutions, Inc., for one additional year (Report by Arnoldo Rodriguez)

RES 24-214 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, EXTENDING THE EXISTING AGREEMENT FOR SERVICES BETWEEN THE CITY OF MADERA AND BACKFLOW SOLUTIONS, INC. FOR ONE YEAR

B-13 Consider an Amendment to the Professional Services Agreement with Fire Safety Solutions

Recommendation: Adopt a Resolution approving a Second Amendment to the Professional Services Agreement with Fire Safety Solutions, Inc. for Building and Fire Plan Review and Inspection Services (Report by Will Tackett)

RES 24-215 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FIRE SAFETY SOLUTIONS, INC. FOR BUILDING AND FIRE PLAN REVIEW AND INSPECTION SERVICES

B-14 Award of Agreement for Professional Recruiting Services

Recommendation: Adopt a Resolution Approving a Professional Services Agreement with CPS HR Consulting for Recruiting Services (Report by Wendy Silva)

RES 24-216 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CPS HR CONSULTING

B-15 Annual Local Appointment List on City Boards, Commissions, and Committees

Recommendation: Approve a Minute Order Authorizing the City Clerk to File the 2025 Annual Local Appointments List (Report by Alicia Gonzales)

Item D-4 was heard after the Consent Calendar section.

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

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

D-1 Purchase of New Tasers for the Police Department

Recommendation: Adopt Resolutions:

1. Approving the purchase of 71 Tasers from Axon Enterprises, Inc. for $265,686.35; and
2. Approving a Budget Amendment to the Fiscal Year 2024/25 Operating Budget to appropriate Measure K fund balance funds for the purchase of the Tasers (Report by Giachino Chiaramonte)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. VACANT: DISTRICT 1.

RES 24-217 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE PURCHASE OF 71 TASERS FROM AXON ENTERPRISES, INC. IN THE AMOUNT OF $265,686.35

RES 24-218 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2024/2025 ADOPTED BUDGET TO APPROPRIATE MEASURE K FUNDS FOR THE PURCHASE OF TASERS FOR THE POLICE DEPARTMENT

D-2 Contract Award for Fairgrounds Lift Station Modifications, City Project SS-00006

Recommendation: Adopt a Resolution:

1. Approving the contract award for the Fairgrounds Lift Station Modifications, City Project SS-00006 for $1,902,002 to Telstar Instruments; and
2. Authorizing a contingency of 10 percent of the contract amount; and
3. Adopting a CEQA Class 2 Replacement or Reconstruction Categorical Exemption per Section 15302 © (Report by Keith Helmuth)

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. VACANT: DISTRICT 1.

RES 24-219 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE FAIRGROUNDS LIFT STATION MODIFICATIONS, CITY PROJECT SS-00006, IN THE AMOUNT OF $1,902,002 TO TELSTAR INSTRUMENTS AND ADOPTING A CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CLASS 2 CATEGORICAL EXEMPTION (EXISTING FACILITIES)

D-3 Approval of an Agreement with Wordly for Translation Services

Recommendation:
1. Adopt a Resolution approving the agreement with Wordly for the provision of AI-powered translation services at City Council meetings; and
2. Adopt a Resolution approving a budget amendment for the amount of $9,950 (Report by Alicia Gonzales)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. VACANT: DISTRICT 1.

RES 24-220 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH WORDLY FOR AI TRANSLATION SERVICES AT CITY COUNCIL MEETINGS

RES 24-221 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET TO ENTER INTO AN AGREEMENT WITH WORDLY

D-4 City Council Appointment to Fill Vacancy in Council District 1

Recommendation: It6 is recommended that the City Council:
1. Consider the applications for the City Council District 1 seat and, after deliberation, adopt a Resolution appointing a candidate to fill the vacancy; or
2. Direct staff to prepare a Resolution calling for a special election to fill the vacancy, with the election to be held no later than Sunday, February 2, 2025, as required by applicable law (Report by Alicia Gonzales)

(MOTION #1) ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, TO APPOINT ROHI ZACHARIA AS COUNCILMEMBER FOR DISTRICT 1 FAILED BY A 3/3 VOTE. VACANT: DISTRICT 1

YES: 3 MAYOR PRO TEM RODRIGUEZ
COUNCILMEMBER EVANS
COUNCILMEMBER VILLEGAS

NO: 3 COUNCILMEMBER MONTES
COUNCILMEMBER MEJIA
MAYOR GALLEGOS

(MOTION #2) ON MOTION BY MAYOR GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, TO APPOINT TIM RICHE AS COUNCILMEMBER FOR DISTRICT 1 FAILED BY A 3/3 VOTE. VACANT: DISTRICT 1

YES: 3 COUNCILMEMBER MONTES
COUNCILMEMBER MEJIA
MAYOR GALLEGOS

NO: 3 COUNCILMEMBER EVANS
COUNCILMEMBER VILLEGAS
MAYOR PRO TEM RODRIGUEZ

(MOTION #3) ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MEJIA, TO CONTINUE THIS ITEM TO THE NEXT REGULAR COUNCIL MEETING ON JANUARY 15TH. STAFF WILL POST THE ITEM ON SOCIAL MEDIA ADVISING THE PUBLIC THAT COUNCIL WILL BE DISCUSSING THIS ITEM AND THAT IT WILL BE OPEN TO OTHER CANDIDATES IF THEY WOULD LIKE TO APPLY. THE APPLICATION DEADLINE IS 5:00 P.M. ON JANUARY 8TH. APPLICATIONS WILL BE SUBMITTED TO THE CITY COUNCIL AS PART OF THE AGENDA PACKET. INDIVIDUALS WILL BE INTERVIEWED AT THE JANUARY 15TH MEETING SIMILAR TO WHAT OCCURRED THIS EVENING PASSED BY A 6/0 VOTE. VACANT: DISTRICT 1

MOTION PASSED WITH THE FOLLOWING VOTE:

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

Mayor Gallegos announced a short recess at 8:19 p.m. and Council resumed the meeting at 8:30 p.m.

E. ADMINISTRATIVE REPORTS:

E-1 Informational Report on Attendance of City Board, Commission, Committee Members

Recommendation: Staff recommends that the City Council receive and review this report as an informational item (Report by Arnoldo Rodriguez)

Mayor Pro Tem Rodriguez asked that Council review the attendance of committees and maybe bring this item back to discuss different ways of appointing members to these committees to improve attendance, have quorums and get updates from those committees.

No Public Comment was presented. Public Comment was closed.

E-2 Seek Direction Regarding the Regular City Council Meetings Scheduled for 2025

Recommendation: Direction on, and Adoption of, a Meeting Schedule for Council (Report by Arnoldo Rodriguez)

No Public Comment was presented. Public Comment was closed.

Staff was directed to remove June 4th and August 6th meetings from the Council Meeting Schedule.

F. FUTURE AGENDA ITEMS:

This portion of the meeting is reserved (i) to initiate new matters and to request updates, and (ii) and to initiate new agenda items.

Mayor Gallegos asked that Section F and G go back to being combined on future agendas. All Councilmembers agreed.

Mayor Pro Tem Rodriguez asked that committee attendance, quorum and member selection be brought back to them for further discussion. All Councilmembers agreed.

G. COUNCILMEMBER COMMUNICATIONS (REPORTS/ANNOUNCEMENTS):

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, and (ii) to make announcements.

Councilmember Evans wished everyone a Merry Christmas and invited everyone to the Christmas Extravaganza taking place on Sunday.

Councilmember Montes wished everyone a Merry Christmas.

Councilmember Mejia had nothing to report.

Mayor Pro Tem Rodriguez stated he attended the Golf Course Advisory Committee where they reviewed improvements and discussed creating a priority list of improvements which include a better irrigation system. He attended a LAFCO meeting where they approved an annexation of lots at Adell and Ellis Streets.

Councilmember Villegas wished everyone a Merry Christmas.

Mayor Gallegos welcomed new hires at the Police Department: (6) officers, (3) dispatchers and (1) records clerk. She congratulated Barbara Leach as the new CEO of the Madera District Fairgrounds. Mayor Gallegos thanked Parks and City staff for their work on the Jolly Trolley event. She attended "Cookie with a Cop" where 500 – 1,000 donations of pajamas for children were made. The children got to eat cookies, speak with police officers, take pictures with Santa and get some pajamas. Mayor Gallegos wished staff a safe and happy holiday and wished everyone a Merry Christmas.

H. CLOSED SESSION: None

UPCOMING MEETING DATES:

- Wednesday, January 15, 2025
- Wednesday, February 5, 2025

ADJOURNMENT: Meeting was adjourned at 9:20 p.m.

ALICIA GONZALES, City Clerk

CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for December 7, 2024, to January 3, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of December 7, 2024, to January 3, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	41181 – 41322	$5,535,747.03

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$671,167.61
SDI	EDD	$2,765.22
CalPERS Payment	CalPERS	$302,115.38

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 Adopted Budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

January 15, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41181	**12/16/2024**	FINANCE	**AIRPORT OPS**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	105.75
41181	**12/16/2024**	FINANCE	**Central Admin**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	170.65
41181	**12/16/2024**	FINANCE	**Comm & Rec Centers**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	669.40
41181	**12/16/2024**	FINANCE	**COMPUTER MAINT**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	17.50
41181	**12/16/2024**	FINANCE	**Engineering**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	124.30
41181	**12/16/2024**	FINANCE	**Facilities Maintenance**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	744.24
41181	**12/16/2024**	FINANCE	**Fleet Maintenance**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	584.01
41181	**12/16/2024**	FINANCE	**Parks**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	818.10
41181	**12/16/2024**	FINANCE	**STREETS**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	1,065.53
41181	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	354.05
41181	**12/16/2024**	FINANCE	**Street Cleaning**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	86.90
41181	**12/16/2024**	FINANCE	**UB - Water**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	56.85
41181	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	747.38
41181	**12/16/2024**	FINANCE	**Water Quality Control**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	219.40
41181	**12/16/2024**	FINANCE	**WWTP**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	1,331.82
41181	**12/16/2024**	FINANCE	**PD Operations**	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 10/24	170.30
41182	**12/16/2024**	FINANCE	**Building**	AT&T	09/24 CALNET SVS 9391026390	34.89
41182	**12/16/2024**	FINANCE	**Building**	AT&T	10/24 CALNET SVS 9391026390	34.98
41182	**12/16/2024**	FINANCE	**Building**	AT&T	10/24 CALNET SVS 9391031577	29.91
41182	**12/16/2024**	FINANCE	**Building**	AT&T	11/24 CALNET SVS 9391026390	35.00
41182	**12/16/2024**	FINANCE	**Building**	AT&T	11/24 CALNET SVS 9391031577	29.82
41182	**12/16/2024**	FINANCE	**City Attorney**	AT&T	09/24 CALNET SVS 9391026390	9.95
41182	**12/16/2024**	FINANCE	**City Attorney**	AT&T	10/24 CALNET SVS 9391026390	9.98
41182	**12/16/2024**	FINANCE	**City Attorney**	AT&T	10/24 CALNET SVS 9391031577	8.53
41182	**12/16/2024**	FINANCE	**City Attorney**	AT&T	11/24 CALNET SVS 9391026390	9.98
41182	**12/16/2024**	FINANCE	**City Attorney**	AT&T	11/24 CALNET SVS 9391031577	8.50
41182	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	09/24 CALNET SVS 9391026390	9.95
41182	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	10/24 CALNET SVS 9391026390	9.98
41182	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	10/24 CALNET SVS 9391031577	8.53
41182	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	11/24 CALNET SVS 9391026390	9.98
41182	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	11/24 CALNET SVS 9391031577	8.50
41182	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	09/24 CALNET SVS 9391026390	19.93
41182	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	10/24 CALNET SVS 9391026390	19.98
41182	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	10/24 CALNET SVS 9391031577	17.09
41182	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	11/24 CALNET SVS 9391026390	20.00
41182	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	11/24 CALNET SVS 9391031577	17.04
41182	**12/16/2024**	FINANCE	**Engineering**	AT&T	09/24 CALNET SVS 9391026390	69.78
41182	**12/16/2024**	FINANCE	**Engineering**	AT&T	10/24 CALNET SVS 9391026390	69.96
41182	**12/16/2024**	FINANCE	**Engineering**	AT&T	10/24 CALNET SVS 9391031577	59.83
41182	**12/16/2024**	FINANCE	**Engineering**	AT&T	11/24 CALNET SVS 9391026390	70.00
41182	**12/16/2024**	FINANCE	**Engineering**	AT&T	11/24 CALNET SVS 9391031577	59.65
41182	**12/16/2024**	FINANCE	**Finance**	AT&T	09/24 CALNET SVS 9391026390	54.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41182	**12/16/2024**	FINANCE	**Finance**	AT&T	10/24 CALNET SVS 9391026390	54.97
41182	**12/16/2024**	FINANCE	**Finance**	AT&T	10/24 CALNET SVS 9391031577	47.00
41182	**12/16/2024**	FINANCE	**Finance**	AT&T	11/24 CALNET SVS 9391026390	55.00
41182	**12/16/2024**	FINANCE	**Finance**	AT&T	11/24 CALNET SVS 9391031577	46.86
41182	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	09/24 CALNET SVS 9391026390	19.93
41182	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	10/24 CALNET SVS 9391026390	19.98
41182	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	10/24 CALNET SVS 9391031577	17.09
41182	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	11/24 CALNET SVS 9391026390	20.00
41182	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	11/24 CALNET SVS 9391031577	17.04
41182	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	09/24 CALNET SVS 9391026390	14.92
41182	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	10/24 CALNET SVS 9391026390	14.96
41182	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	10/24 CALNET SVS 9391031577	12.80
41182	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	11/24 CALNET SVS 9391026390	14.97
41182	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	11/24 CALNET SVS 9391031577	12.76
41182	**12/16/2024**	FINANCE	**Planning**	AT&T	09/24 CALNET SVS 9391026390	24.91
41182	**12/16/2024**	FINANCE	**Planning**	AT&T	10/24 CALNET SVS 9391026390	24.97
41182	**12/16/2024**	FINANCE	**Planning**	AT&T	10/24 CALNET SVS 9391031577	21.35
41182	**12/16/2024**	FINANCE	**Planning**	AT&T	11/24 CALNET SVS 9391026390	24.99
41182	**12/16/2024**	FINANCE	**Planning**	AT&T	11/24 CALNET SVS 9391031577	21.29
41182	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	09/24 CALNET SVS 9391026390	16.22
41182	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	10/24 CALNET SVS 9391026390	16.23
41182	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	10/24 CALNET SVS 9391031577	13.90
41182	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	11/24 CALNET SVS 9391026390	16.23
41182	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	11/24 CALNET SVS 9391031577	13.86
41182	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	09/24 CALNET SVS 9391026390	16.19
41182	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	10/24 CALNET SVS 9391026390	16.24
41182	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	10/24 CALNET SVS 9391031577	13.88
41182	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	11/24 CALNET SVS 9391026390	16.24
41182	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	11/24 CALNET SVS 9391031577	13.84
41182	**12/16/2024**	FINANCE	**UB - Water**	AT&T	09/24 CALNET SVS 9391026390	32.45
41182	**12/16/2024**	FINANCE	**UB - Water**	AT&T	10/24 CALNET SVS 9391026390	32.54
41182	**12/16/2024**	FINANCE	**UB - Water**	AT&T	10/24 CALNET SVS 9391031577	27.82
41182	**12/16/2024**	FINANCE	**UB - Water**	AT&T	11/24 CALNET SVS 9391026390	32.56
41182	**12/16/2024**	FINANCE	**UB - Water**	AT&T	11/24 CALNET SVS 9391031577	27.74
41182	**12/16/2024**	FINANCE	**City Manager**	AT&T	09/24 CALNET SVS 9391026390	9.95
41182	**12/16/2024**	FINANCE	**City Manager**	AT&T	10/24 CALNET SVS 9391026390	9.98
41182	**12/16/2024**	FINANCE	**City Manager**	AT&T	10/24 CALNET SVS 9391031577	8.53
41182	**12/16/2024**	FINANCE	**City Manager**	AT&T	11/24 CALNET SVS 9391026390	9.98
41182	**12/16/2024**	FINANCE	**City Manager**	AT&T	11/24 CALNET SVS 9391031577	8.50
41182	**12/16/2024**	PARKS ADMINISTRATION	**Parks Administration**	AT&T	10/24 CALNET SVS 9391031580	286.18
41182	**12/16/2024**	PARKS ADMINISTRATION	**Parks Administration**	AT&T	11/24 CALNET SVS 9391031580	285.84
41182	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	09/24 CALNET SVS 9391026391	306.49
41182	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	10/24 CALNET SVS 9391026391	307.64
41182	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	11/24 CALNET SVS 9391026391	307.12
41182	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	09/24 CALNET SVS 9391059143	2,057.71

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41182	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391031579	284.70
41182	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391059143	2,057.71
41182	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391026414	374.77
41182	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	11/24 CALNET SVS 9391026414	375.72
41183	**12/16/2024**	FINANCE	**Building**	AT&T	09/24 CALNET SVS 9391031577	29.66
41183	**12/16/2024**	FINANCE	**City Attorney**	AT&T	09/24 CALNET SVS 9391031577	8.46
41183	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	09/24 CALNET SVS 9391031577	8.46
41183	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	09/24 CALNET SVS 9391031577	16.94
41183	**12/16/2024**	FINANCE	**Engineering**	AT&T	09/24 CALNET SVS 9391031577	59.31
41183	**12/16/2024**	FINANCE	**Facilities Maintenance**	AT&T	09/24 CALNET SVS 9391026394	24.20
41183	**12/16/2024**	FINANCE	**Facilities Maintenance**	AT&T	10/24 CALNET SVS 9391026394	24.52
41183	**12/16/2024**	FINANCE	**Facilities Maintenance**	AT&T	11/24 CALNET SVS 9391026394	24.35
41183	**12/16/2024**	FINANCE	**Facilities Maintenance**	AT&T	11/24 CALNET SVS 9391031564	13.72
41183	**12/16/2024**	FINANCE	**Finance**	AT&T	09/24 CALNET SVS 9391031577	46.60
41183	**12/16/2024**	FINANCE	**Fleet Maintenance**	AT&T	09/24 CALNET SVS 9391026394	16.16
41183	**12/16/2024**	FINANCE	**Fleet Maintenance**	AT&T	10/24 CALNET SVS 939102639	16.37
41183	**12/16/2024**	FINANCE	**Fleet Maintenance**	AT&T	11/24 CALNET SVS 9391026394	16.26
41183	**12/16/2024**	FINANCE	**Fleet Maintenance**	AT&T	11/24 CALNET SVS 9391031564	9.15
41183	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	09/24 CALNET SVS 9391031577	16.94
41183	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	09/24 CALNET SVS 9391031577	12.69
41183	**12/16/2024**	FINANCE	**Planning**	AT&T	09/24 CALNET SVS 9391031577	21.17
41183	**12/16/2024**	FINANCE	**STREETS**	AT&T	09/24 CALNET SVS 9391026394	40.36
41183	**12/16/2024**	FINANCE	**STREETS**	AT&T	10/24 CALNET SVS 9391026394	40.89
41183	**12/16/2024**	FINANCE	**STREETS**	AT&T	11/24 CALNET SVS 9391026394	40.62
41183	**12/16/2024**	FINANCE	**STREETS**	AT&T	11/24 CALNET SVS 9391031564	22.88
41183	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	AT&T	09/24 CALNET SVS 9391026394	28.23
41183	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	AT&T	10/24 CALNET SVS 9391026394	28.60
41183	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	AT&T	11/24 CALNET SVS 9391026394	28.41
41183	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	AT&T	11/24 CALNET SVS 9391031564	16.01
41183	**12/16/2024**	FINANCE	**SOLID WASTE**	AT&T	09/24 CALNET SVS 9391026394	32.26
41183	**12/16/2024**	FINANCE	**SOLID WASTE**	AT&T	10/24 CALNET SVS 9391026394	32.69
41183	**12/16/2024**	FINANCE	**SOLID WASTE**	AT&T	11/24 CALNET SVS 9391026394	32.49
41183	**12/16/2024**	FINANCE	**SOLID WASTE**	AT&T	11/24 CALNET SVS 9391031564	18.32
41183	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	09/24 CALNET SVS 9391026394	8.07
41183	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	09/24 CALNET SVS 9391031577	13.76
41183	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	10/24 CALNET SVS 9391026394	8.17
41183	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	11/24 CALNET SVS 9391026394	8.12
41183	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	11/24 CALNET SVS 9391031564	4.57
41183	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	09/24 CALNET SVS 9391026394	8.07
41183	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	09/24 CALNET SVS 9391031577	13.76
41183	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	10/24 CALNET SVS 9391026394	8.17
41183	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	11/24 CALNET SVS 9391026394	8.12
41183	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	11/24 CALNET SVS 9391031564	4.57
41183	**12/16/2024**	FINANCE	**UB - Water**	AT&T	09/24 CALNET SVS 9391026394	16.16
41183	**12/16/2024**	FINANCE	**UB - Water**	AT&T	09/24 CALNET SVS 9391031577	27.58

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41183	**12/16/2024**	FINANCE	**UB - Water**	AT&T	10/24 CALNET SVS 9391026394	16.37
41183	**12/16/2024**	FINANCE	**UB - Water**	AT&T	11/24 CALNET SVS 9391026394	16.26
41183	**12/16/2024**	FINANCE	**UB - Water**	AT&T	11/24 CALNET SVS 9391031564	9.16
41183	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	AT&T	09/24 CALNET SVS 9391026394	36.30
41183	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	AT&T	10/24 CALNET SVS 9391026394	36.78
41183	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	AT&T	11/24 CALNET SVS 9391026394	36.53
41183	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	AT&T	11/24 CALNET SVS 9391031564	20.58
41183	**12/16/2024**	FINANCE	**Water Quality Control**	AT&T	09/24 CALNET SVS 9391026394	16.16
41183	**12/16/2024**	FINANCE	**Water Quality Control**	AT&T	10/24 CALNET SVS 9391026394	16.37
41183	**12/16/2024**	FINANCE	**Water Quality Control**	AT&T	11/24 CALNET SVS 9391026394	16.26
41183	**12/16/2024**	FINANCE	**Water Quality Control**	AT&T	11/24 CALNET SVS 9391031564	9.15
41183	**12/16/2024**	FINANCE	**WWTP**	AT&T	09/24 CALNET SVS 9391026394	24.20
41183	**12/16/2024**	FINANCE	**WWTP**	AT&T	10/24 CALNET SVS 9391026394	24.52
41183	**12/16/2024**	FINANCE	**WWTP**	AT&T	11/24 CALNET SVS 9391026394	24.35
41183	**12/16/2024**	FINANCE	**WWTP**	AT&T	11/24 CALNET SVS 9391031564	13.72
41183	**12/16/2024**	FINANCE	**City Manager**	AT&T	09/24 CALNET SVS 9391031577	8.46
41183	**12/16/2024**	FINANCE	**Purchasing**	AT&T	09/24 CALNET SVS 9391026394	24.20
41183	**12/16/2024**	FINANCE	**Purchasing**	AT&T	10/24 CALNET SVS 9391026394	24.52
41183	**12/16/2024**	FINANCE	**Purchasing**	AT&T	11/24 CALNET SVS 9391026394	24.35
41183	**12/16/2024**	FINANCE	**Purchasing**	AT&T	11/24 CALNET SVS 9391031564	13.72
41183	**12/16/2024**	PARKS	**Parks**	AT&T	10/24 CALNET SVS 9391026412	162.74
41183	**12/16/2024**	PARKS	**Parks**	AT&T	11/24 CALNET SVS 9391026412	162.65
41183	**12/16/2024**	SEWER MTNC/OP	**Sewer Mtnc/Operations**	AT&T	10/24 CALNET SVS 9391031570	192.30
41183	**12/16/2024**	SEWER MTNC/OP	**Sewer Mtnc/Operations**	AT&T	11/24 CALNET SVS 9391031570	192.30
41183	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	09/24 CALNET SVS 9391026396	266.09
41183	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	10/24 CALNET SVS 9391026396	266.09
41183	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	09/24 CALNET SVS 93910315790	282.23
41183	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	09/24 CALNET SVS 93910264110	166.58
41183	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	11/24 CALNET SVS 9391031579	283.84
41183	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	11/24 CALNET SVS 9391020514	155.55
41184	**12/16/2024**	FINANCE	**Building**	AT&T	09/24 CALNET SVS 9391031559	18.67
41184	**12/16/2024**	FINANCE	**Building**	AT&T	10/24 CALNET SVS 9391031559	18.67
41184	**12/16/2024**	FINANCE	**Building**	AT&T	11/24 CALNET SVS 9391031559	18.67
41184	**12/16/2024**	FINANCE	**City Attorney**	AT&T	09/24 CALNET SVS 9391031559	7.00
41184	**12/16/2024**	FINANCE	**City Attorney**	AT&T	10/24 CALNET SVS 9391031559	7.00
41184	**12/16/2024**	FINANCE	**City Attorney**	AT&T	11/24 CALNET SVS 9391031559	7.00
41184	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	09/24 CALNET SVS 9391031559	4.67
41184	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	10/24 CALNET SVS 9391031559	4.67
41184	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	11/24 CALNET SVS 9391031559	4.67
41184	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	09/24 CALNET SVS 9391031559	2.33
41184	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	10/24 CALNET SVS 9391031559	2.33
41184	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	11/24 CALNET SVS 9391031559	2.33
41184	**12/16/2024**	FINANCE	**Engineering**	AT&T	09/24 CALNET SVS 9391031559	35.00
41184	**12/16/2024**	FINANCE	**Engineering**	AT&T	10/24 CALNET SVS 9391031559	35.00
41184	**12/16/2024**	FINANCE	**Engineering**	AT&T	11/24 CALNET SVS 9391031559	35.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41184	**12/16/2024**	FINANCE	**Facilities Maintenance**	AT&T	09/24 CALNET SVS 9391031564	13.72
41184	**12/16/2024**	FINANCE	**Facilities Maintenance**	AT&T	10/24 CALNET SVS 9391031564	13.72
41184	**12/16/2024**	FINANCE	**Finance**	AT&T	09/24 CALNET SVS 9391031559	23.33
41184	**12/16/2024**	FINANCE	**Finance**	AT&T	10/24 CALNET SVS 9391031559	23.33
41184	**12/16/2024**	FINANCE	**Finance**	AT&T	11/24 CALNET SVS 9391031559	23.33
41184	**12/16/2024**	FINANCE	**Fleet Maintenance**	AT&T	09/24 CALNET SVS 9391031564	9.15
41184	**12/16/2024**	FINANCE	**Fleet Maintenance**	AT&T	10/24 CALNET SVS 9391031564	9.15
41184	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	09/24 CALNET SVS 9391031559	11.67
41184	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	10/24 CALNET SVS 9391031559	11.67
41184	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	11/24 CALNET SVS 9391031559	11.67
41184	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	09/24 CALNET SVS 9391031559	7.00
41184	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	10/24 CALNET SVS 9391031559	7.00
41184	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	11/24 CALNET SVS 9391031559	7.00
41184	**12/16/2024**	FINANCE	**Planning**	AT&T	09/24 CALNET SVS 9391031559	11.67
41184	**12/16/2024**	FINANCE	**Planning**	AT&T	10/24 CALNET SVS 9391031559	11.67
41184	**12/16/2024**	FINANCE	**Planning**	AT&T	11/24 CALNET SVS 9391031559	11.67
41184	**12/16/2024**	FINANCE	**STREETS**	AT&T	09/24 CALNET SVS 9391031564	22.88
41184	**12/16/2024**	FINANCE	**STREETS**	AT&T	10/24 CALNET SVS 9391031564	22.88
41184	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	AT&T	09/24 CALNET SVS 9391031564	16.01
41184	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	AT&T	10/24 CALNET SVS 9391031564	16.01
41184	**12/16/2024**	FINANCE	**SOLID WASTE**	AT&T	09/24 CALNET SVS 9391031564	18.32
41184	**12/16/2024**	FINANCE	**SOLID WASTE**	AT&T	10/24 CALNET SVS 9391031564	18.32
41184	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	09/24 CALNET SVS 9391031564	4.57
41184	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	09/24 CALNET SVS 9391031559	6.22
41184	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	10/24 CALNET SVS 9391031564	4.57
41184	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	10/24 CALNET SVS 939103155	6.22
41184	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	11/24 CALNET SVS 9391031559	6.22
41184	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	09/24 CALNET SVS 9391031564	4.57
41184	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	09/24 CALNET SVS 9391031559	6.22
41184	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	10/24 CALNET SVS 9391031564	4.57
41184	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	10/24 CALNET SVS 9391031559	6.22
41184	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	11/24 CALNET SVS 9391031559	6.22
41184	**12/16/2024**	FINANCE	**UB - Water**	AT&T	09/24 CALNET SVS 9391031564	9.16
41184	**12/16/2024**	FINANCE	**UB - Water**	AT&T	09/24 CALNET SVS 9391031559	12.44
41184	**12/16/2024**	FINANCE	**UB - Water**	AT&T	10/24 CALNET SVS 9391031564	9.16
41184	**12/16/2024**	FINANCE	**UB - Water**	AT&T	10/24 CALNET SVS 9391031559	12.44
41184	**12/16/2024**	FINANCE	**UB - Water**	AT&T	11/24 CALNET SVS 9391031559	12.44
41184	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	AT&T	09/24 CALNET SVS 9391031564	20.58
41184	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	AT&T	10/24 CALNET SVS 9391031564	20.58
41184	**12/16/2024**	FINANCE	**Water Quality Control**	AT&T	09/24 CALNET SVS 9391031564	9.15
41184	**12/16/2024**	FINANCE	**Water Quality Control**	AT&T	10/24 CALNET SVS 9391031564	9.15
41184	**12/16/2024**	FINANCE	**WWTP**	AT&T	09/24 CALNET SVS 9391031564	13.72
41184	**12/16/2024**	FINANCE	**WWTP**	AT&T	10/24 CALNET SVS 9391031564	13.72
41184	**12/16/2024**	FINANCE	**City Manager**	AT&T	09/24 CALNET SVS 9391031559	9.33
41184	**12/16/2024**	FINANCE	**City Manager**	AT&T	10/24 CALNET SVS 9391031559	9.33

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41184	**12/16/2024**	FINANCE	**City Manager**	AT&T	11/24 CALNET SVS 9391031559	9.33
41184	**12/16/2024**	FINANCE	**Purchasing**	AT&T	09/24 CALNET SVS 9391031564	13.72
41184	**12/16/2024**	FINANCE	**Purchasing**	AT&T	10/24 CALNET SVS 9391031564	13.72
41184	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	11/24 CALNET SVS 9391026415	67.89
41184	**12/16/2024**	UB - WATER	**UB - Water**	AT&T	09/24 CALNET SVS 9391026393	89.71
41184	**12/16/2024**	UB - WATER	**UB - Water**	AT&T	10/24 CALNET SVS 9391026393	90.76
41184	**12/16/2024**	UB - WATER	**UB - Water**	AT&T	11/24 CALNET SVS 9391026393	90.40
41184	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	09/24 CALNET SVS 9391031561	155.55
41184	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391026411	150.80
41184	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391031561	155.55
41184	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS	155.55
41184	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	11/24 CALNET SVS 9391026411	148.55
41184	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	11/24 CALNET SVS 9391031561	155.55
41185	**12/16/2024**	CITY ATTORNEY	**City Attorney**	AT&T	09/24 CALNET SVS 9391026388	60.61
41185	**12/16/2024**	CITY ATTORNEY	**City Attorney**	AT&T	10/24 CALNET SVS 9391026388	60.88
41185	**12/16/2024**	CITY ATTORNEY	**City Attorney**	AT&T	11/24 CALNET SVS 9391026388	60.92
41185	**12/16/2024**	CODE ENFORCEMENT	**Code Enforcement**	AT&T	09/24 CALNET SVS 9391026413	60.54
41185	**12/16/2024**	CODE ENFORCEMENT	**Code Enforcement**	AT&T	10/24 CALNET SVS 9391026413	61.14
41185	**12/16/2024**	CODE ENFORCEMENT	**Code Enforcement**	AT&T	11/24 CALNET SVS 9391026413	60.97
41185	**12/16/2024**	FINANCE	**Central Admin**	AT&T	10/24 CALNET SVS 9391026406	29.18
41185	**12/16/2024**	FINANCE	**Finance**	AT&T	10/24 CALNET SVS 9391026406	29.19
41185	**12/16/2024**	FIRE	**MEAS K - FIRE**	AT&T	09/24 CALNET SVS 9391068734	60.35
41185	**12/16/2024**	FIRE	**MEAS K - FIRE**	AT&T	10/24 CALNET SVS 9391068734	60.26
41185	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	10/24 CALNET SVS 9391026415	67.65
41185	**12/16/2024**	SEWER MTNC/OPERATIO	**Sewer Mtnc/Operations**	AT&T	10/24 CALNET SVS 9391026410	59.93
41185	**12/16/2024**	SEWER MTNC/OPERATIO	**Sewer Mtnc/Operations**	AT&T	11/24 CALNET SVS 9391026410	59.75
41185	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	09/24 CALNET SVS 9391026392	60.84
41185	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	10/24 CALNET SVS 9391026392	61.59
41185	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	AT&T	11/24 CALNET SVS 9391026392	61.34
41186	**12/16/2024**	BUILDING	**Building**	AT&T	10/24 CALNET SVS 9391026407	30.80
41186	**12/16/2024**	BUILDING	**Building**	AT&T	11/24 CALNET SVS 9391026407	32.08
41186	**12/16/2024**	FINANCE	**Central Admin**	AT&T	11/24 CALNET SVS 9391026406	29.09
41186	**12/16/2024**	FINANCE	**Finance**	AT&T	11/24 CALNET SVS 9391026406	29.10
41186	**12/16/2024**	FIRE	**Fire**	AT&T	10/24 CALNET SVS 9391026402	30.80
41186	**12/16/2024**	FIRE	**Fire**	AT&T	11/24 CALNET SVS 9391026402	32.08
41186	**12/16/2024**	HR/RISK MGT	**HR/RISK MGT**	AT&T	10/24 CALNET SVS 9391026400	30.74
41186	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	09/24 CALNET SVS 9391026403	33.39
41186	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	10/24 CALNET SVS 9391026395	30.77
41186	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	10/24 CALNET SVS 9391026389	30.77
41186	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	10/24 CALNET SVS 9391026403	33.39
41186	**12/16/2024**	WWTP	**WWTP**	AT&T	10/24 CALNET SVS 9391026405	30.74
41186	**12/16/2024**	WWTP	**WWTP**	AT&T	10/24 CALNET SVS 9391026417	39.57
41186	**12/16/2024**	WWTP	**WWTP**	AT&T	11/24 CALNET SVS 9391026417	39.55
41186	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391026409	31.15
41186	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	11/24 CALNET SVS 9391026409	31.06

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41187	**12/16/2024**	BUILDING	**Building**	AT&T	09/24 CALNET SVS 9391026407	30.42
41187	**12/16/2024**	FIRE	**Fire**	AT&T	09/24 CALNET SVS 9391026402	30.42
41187	**12/16/2024**	HR/RISK MGT	**HR/RISK MGT**	AT&T	11/24 CALNET SVS 9391026400	30.65
41187	**12/16/2024**	RECREATION	**Aquatics Programs**	AT&T	09/24 CALNET SVS 9391026397	28.86
41187	**12/16/2024**	RECREATION	**Aquatics Programs**	AT&T	10/24 CALNET SVS 9391026397	29.21
41187	**12/16/2024**	RECREATION	**Aquatics Programs**	AT&T	11/24 CALNET SVS 9391026397	29.09
41187	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	09/24 CALNET SVS 9391026395	30.42
41187	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	09/24 CALNET SVS 9391026389	30.42
41187	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	09/24 CALNET SVS 9391026398	30.65
41187	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	10/24 CALNET SVS 9391026398	30.65
41187	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	11/24 CALNET SVS 9391026395	30.65
41187	**12/16/2024**	RECREATION	**Sr Citizen Community Service**	AT&T	11/24 CALNET SVS 9391026389	30.65
41187	**12/16/2024**	WWTP	**WWTP**	AT&T	11/24 CALNET SVS 9391026405	30.65
41187	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	09/24 CALNET SVS 9391026401	30.65
41187	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391026401	30.65
41188	**12/16/2024**	FINANCE	**Building**	AT&T	10/24 FRISTNET SERVICE 287302656036	150.39
41188	**12/16/2024**	FINANCE	**City Clerk's Office**	AT&T	10/24 FRISTNET SERVICE 287302656036	90.18
41188	**12/16/2024**	FINANCE	**City Council**	AT&T	10/24 FRISTNET SERVICE 287302656036	281.68
41188	**12/16/2024**	FINANCE	**Code Enforcement**	AT&T	10/24 FRISTNET SERVICE 287302656036	45.09
41188	**12/16/2024**	FINANCE	**Comm & Rec Centers**	AT&T	10/24 FRISTNET SERVICE 287302656036	50.13
41188	**12/16/2024**	FINANCE	**COMPUTER MAINT**	AT&T	10/24 FRISTNET SERVICE 287302656036	743.42
41188	**12/16/2024**	FINANCE	**Engineering**	AT&T	10/24 FRISTNET SERVICE 287302656036	240.76
41188	**12/16/2024**	FINANCE	**Facilities Maintenance**	AT&T	10/24 FRISTNET SERVICE 287302656036	881.91
41188	**12/16/2024**	FINANCE	**Finance**	AT&T	10/24 FRISTNET SERVICE 287302656036	185.59
41188	**12/16/2024**	FINANCE	**Fleet Maintenance**	AT&T	10/24 FRISTNET SERVICE 287302656036	45.09
41188	**12/16/2024**	FINANCE	**GRANT OVERSIGHT**	AT&T	10/24 FRISTNET SERVICE 287302656036	95.22
41188	**12/16/2024**	FINANCE	**HR/RISK MGT**	AT&T	10/24 FRISTNET SERVICE 287302656036	50.13
41188	**12/16/2024**	FINANCE	**Parks**	AT&T	10/24 FRISTNET SERVICE 287302656036	290.77
41188	**12/16/2024**	FINANCE	**Parks Administration**	AT&T	10/24 FRISTNET SERVICE 287302656036	50.13
41188	**12/16/2024**	FINANCE	**Planning**	AT&T	10/24 FRISTNET SERVICE 287302656036	90.18
41188	**12/16/2024**	FINANCE	**STREETS**	AT&T	10/24 FRISTNET SERVICE 287302656036	50.13
41188	**12/16/2024**	FINANCE	**Recreation**	AT&T	10/24 FRISTNET SERVICE 287302656036	90.18
41188	**12/16/2024**	FINANCE	**UB - Garbage**	AT&T	10/24 FRISTNET SERVICE 287302656036	11.27
41188	**12/16/2024**	FINANCE	**UB - Sewer**	AT&T	10/24 FRISTNET SERVICE 287302656036	11.27
41188	**12/16/2024**	FINANCE	**UB - Water**	AT&T	10/24 FRISTNET SERVICE 287302656036	22.55
41188	**12/16/2024**	FINANCE	**WWTP**	AT&T	10/24 FRISTNET SERVICE 287302656036	50.13
41188	**12/16/2024**	FINANCE	**City Manager**	AT&T	10/24 FRISTNET SERVICE 287302656036	140.50
41188	**12/16/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 FRISTNET SERVICE 287302656036	6,872.57
41189	**12/16/2024**	AIRPORT OPERATIONS	**AIRPORT OPS**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - AIRPORT	113.50
41189	**12/16/2024**	ENGINEERING	**Engineering**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - RDA	113.50
41189	**12/16/2024**	FACILITIES	**Facilities Maintenance**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - CITY YARD	113.50
41189	**12/16/2024**	FINANCE	**UB - Water**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - FINANCE	548.00
41189	**12/16/2024**	FIRE	**Fire**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - FIRE STATION #6	113.50
41189	**12/16/2024**	FIRE	**Fire**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - FIRE STATION #7	113.50
41189	**12/16/2024**	GRANTS	**INTERMODAL BLDG**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - INTERMODEL	267.70

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41189	**12/16/2024**	WWTP	**WWTP**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - WWTP	310.90
41189	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - PW	356.80
41189	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - FRANK BERGON SENIOR CE	325.75
41189	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - PAN AM CENTER	702.80
41189	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - MILLVIEW	113.50
41189	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - JW YOUTH CENTER	782.45
41189	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - PARKS	113.50
41189	**12/16/2024**	PD OPERATIONS	**PD Operations**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - SIU PD	113.50
41190	**12/16/2024**	ENGINEERING	**Engineering**	CALIFORNIA CLIMATE CONTROL, INC.	08/24 HVAC MAINTENANCE - ENGINEERING	113.50
41191	**12/16/2024**	PW ADMIN	**Street Cleaning**	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS	5,402.25
41191	**12/16/2024**	PW ADMIN	**PW Safe & Clean Initiative**	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS	2,055.21
41191	**12/16/2024**	STREETS	**STREETS**	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SHARON BLVD	1,476.79
41191	**12/16/2024**	WWTP	**WWTP**	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL WWTP	1,098.48
41192	**12/16/2024**	ENGINEERING	**Engineering**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 2000655655-7	2,613.27
41192	**12/16/2024**	ENGINEERING	**Engineering**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 2000655655-7	1,784.78
41192	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 1715785853-5	2,532.44
41192	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 1715785853-5	1,908.99
41192	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 1715785853-5	1,719.53
41192	**12/16/2024**	FINANCE	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	13.89
41192	**12/16/2024**	FINANCE	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	27.31
41192	**12/16/2024**	FINANCE	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	8.65
41192	**12/16/2024**	FINANCE	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	1,518.46
41192	**12/16/2024**	FINANCE	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	7.84
41192	**12/16/2024**	FINANCE	**Central Admin**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	4,529.46
41192	**12/16/2024**	FINANCE	**Central Admin**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	58.33
41192	**12/16/2024**	FINANCE	**Central Admin**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	51.58
41192	**12/16/2024**	FINANCE	**Comm & Rec Centers**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	5,471.33
41192	**12/16/2024**	FINANCE	**Comm & Rec Centers**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	3,483.57
41192	**12/16/2024**	FINANCE	**Comm & Rec Centers**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	4,305.12
41192	**12/16/2024**	FINANCE	**Comm & Rec Centers**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	3,111.57
41192	**12/16/2024**	FINANCE	**Comm & Rec Centers**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	3,492.80
41192	**12/16/2024**	FINANCE	**DRAINAGE**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	248.05
41192	**12/16/2024**	FINANCE	**DRAINAGE**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	997.09
41192	**12/16/2024**	FINANCE	**DRAINAGE**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	363.88
41192	**12/16/2024**	FINANCE	**DRAINAGE**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	2,608.01
41192	**12/16/2024**	FINANCE	**DRAINAGE**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	693.28
41192	**12/16/2024**	FINANCE	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	39,929.50
41192	**12/16/2024**	FINANCE	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	36,304.36
41192	**12/16/2024**	FINANCE	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	8,862.24
41192	**12/16/2024**	FINANCE	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	38,738.80
41192	**12/16/2024**	FINANCE	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	7,714.03
41192	**12/16/2024**	FINANCE	**Fire**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	2,810.15
41192	**12/16/2024**	FINANCE	**Fire**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	2,379.53
41192	**12/16/2024**	FINANCE	**Fire**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	101.93
41192	**12/16/2024**	FINANCE	**Fire**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	1,134.06

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41192	**12/16/2024**	FINANCE	**Fire**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	114.76
41192	**12/16/2024**	FINANCE	**INTERMODAL BLDG**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	1,233.17
41192	**12/16/2024**	FINANCE	**INTERMODAL BLDG**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	1,098.88
41192	**12/16/2024**	FINANCE	**INTERMODAL BLDG**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	936.68
41192	**12/16/2024**	FINANCE	**Parks**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	5,243.10
41192	**12/16/2024**	FINANCE	**Parks**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	2,122.59
41192	**12/16/2024**	FINANCE	**Parks**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	14.06
41192	**12/16/2024**	FINANCE	**Parks**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	12,982.06
41192	**12/16/2024**	FINANCE	**Parks**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 3533032414-2	9,110.88
41192	**12/16/2024**	FINANCE	**Parks**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	198.61
41192	**12/16/2024**	FINANCE	**Recreation**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	35.46
41192	**12/16/2024**	FINANCE	**Recreation**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	33.82
41192	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	3,447.53
41192	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	3,349.58
41192	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	(28.48)
41192	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	2,792.73
41192	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	254.94
41192	**12/16/2024**	FINANCE	**SOLID WASTE**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	376.84
41192	**12/16/2024**	FINANCE	**SOLID WASTE**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	369.54
41192	**12/16/2024**	FINANCE	**SOLID WASTE**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	8.95
41192	**12/16/2024**	FINANCE	**SOLID WASTE**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	318.78
41192	**12/16/2024**	FINANCE	**SOLID WASTE**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	127.70
41192	**12/16/2024**	FINANCE	**Sr Citizen Community Service**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(24.38)
41192	**12/16/2024**	FINANCE	**Sr Citizen Community Service**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	33.50
41192	**12/16/2024**	FINANCE	**Sr Citizen Community Service**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	32.60
41192	**12/16/2024**	FINANCE	**Sr Citizen Community Service**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	8.39
41192	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	212,764.68
41192	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	161,668.30
41192	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	30,874.07
41192	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	29,052.37
41192	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 3533032414-2	5,033.66
41192	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	25,981.93
41192	**12/16/2024**	FINANCE	**WWTP**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	48,335.41
41192	**12/16/2024**	FINANCE	**WWTP**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	41,259.32
41192	**12/16/2024**	FINANCE	**WWTP**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	30,141.63
41192	**12/16/2024**	FINANCE	**Zone 24 Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(44.83)
41192	**12/16/2024**	FINANCE	**Zone 24 Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	10.68
41192	**12/16/2024**	FINANCE	**Zone 24 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	(11.21)
41192	**12/16/2024**	FINANCE	**Zone 24 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	10.27
41192	**12/16/2024**	FINANCE	**Zone 24 Activities**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	35.54
41192	**12/16/2024**	FINANCE	**Zone 26 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	(44.13)
41192	**12/16/2024**	FINANCE	**Zone 26 Activities**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	11.77
41192	**12/16/2024**	FINANCE	**Zone 31A Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(134.65)
41192	**12/16/2024**	FINANCE	**Zone 31A Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	31.85
41192	**12/16/2024**	FINANCE	**Zone 31A Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	(91.26)

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41192	**12/16/2024**	FINANCE	**Zone 31A Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	30.82
41192	**12/16/2024**	FINANCE	**Zone 31A Activities**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	20.37
41192	**12/16/2024**	FINANCE	**Zone 20B Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(86.90)
41192	**12/16/2024**	FINANCE	**Zone 20B Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	23.29
41192	**12/16/2024**	FINANCE	**Zone 20B Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	22.91
41192	**12/16/2024**	FINANCE	**Zone 27B Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(43.95)
41192	**12/16/2024**	FINANCE	**Zone 27B Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	11.59
41192	**12/16/2024**	FINANCE	**Zone 27B Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	11.21
41192	**12/16/2024**	FINANCE	**Zone 2 Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(220.84)
41192	**12/16/2024**	FINANCE	**Zone 2 Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	56.00
41192	**12/16/2024**	FINANCE	**Zone 2 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	54.31
41192	**12/16/2024**	FINANCE	**Zone 3 Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(179.65)
41192	**12/16/2024**	FINANCE	**Zone 3 Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	41.70
41192	**12/16/2024**	FINANCE	**Zone 3 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	40.69
41192	**12/16/2024**	FINANCE	**Zone 31B Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(134.65)
41192	**12/16/2024**	FINANCE	**Zone 31B Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	31.85
41192	**12/16/2024**	FINANCE	**Zone 31B Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	30.82
41192	**12/16/2024**	FINANCE	**Zone 4 Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(44.83)
41192	**12/16/2024**	FINANCE	**Zone 4 Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	10.50
41192	**12/16/2024**	FINANCE	**Zone 4 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	9.91
41192	**12/16/2024**	FINANCE	**Zone 6A Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(204.85)
41192	**12/16/2024**	FINANCE	**Zone 6A Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	73.00
41192	**12/16/2024**	FINANCE	**Zone 6A Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	70.47
41192	**12/16/2024**	FINANCE	**Zone 29C Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(43.59)
41192	**12/16/2024**	FINANCE	**Zone 29C Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	11.95
41192	**12/16/2024**	FINANCE	**Zone 29C Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	11.53
41192	**12/16/2024**	FINANCE	**Zone 8 Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(203.53)
41192	**12/16/2024**	FINANCE	**Zone 8 Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	74.34
41192	**12/16/2024**	FINANCE	**Zone 8 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	71.53
41192	**12/16/2024**	FINANCE	**Zone 16 Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	(86.44)
41192	**12/16/2024**	FINANCE	**Zone 16 Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	24.50
41192	**12/16/2024**	FINANCE	**Zone 16 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	23.46
41192	**12/16/2024**	FINANCE	**Zone 13 Activities**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	60.76
41192	**12/16/2024**	FINANCE	**Zone 13 Activities**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	174.26
41192	**12/16/2024**	FINANCE	**Zone 13 Activities**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	167.28
41192	**12/16/2024**	FINANCE	**PD Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	9,394.30
41192	**12/16/2024**	FINANCE	**PD Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	5,935.48
41192	**12/16/2024**	FINANCE	**Parking Dist Operation**	PACIFIC GAS & ELECTRIC	08/24 SERVICE 3533032414-2	19.57
41192	**12/16/2024**	FINANCE	**Parking Dist Operation**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 3533032414-2	78.03
41192	**12/16/2024**	FINANCE	**Parking Dist Operation**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9920095153-3	(245.50)
41192	**12/16/2024**	FINANCE	**Parking Dist Operation**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3533032414-2	80.16
41192	**12/16/2024**	FINANCE	**Parking Dist Operation**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9920095153-3	92.92
41192	**12/16/2024**	FIRE	**Fire**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 2173157566-4	2,325.96
41192	**12/16/2024**	FIRE	**Fire**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 2173157566-4	1,913.09
41192	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9172110863-6	22,871.42

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41192	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9172110863-6	15,454.85
41193	**12/16/2024**	AIRPORT OPERATIONS	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 3819620697-3	145.22
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9787342989-4	165.75
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 1619119913-8	136.10
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 8178280304-3	247.65
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9787342989-4	181.41
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 161911913-8	160.58
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 8178280304-3	245.64
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 3352588453-3	161.45
41193	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9787342989-4	179.24
41193	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9651992016-7	249.07
41193	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 9109225160-1	611.52
41193	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9651992016-7	259.68
41193	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 9109225160-1	584.67
41193	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 8307681856-2	1,100.45
41193	**12/16/2024**	COMM & REC CENTERS	**Comm & Rec Centers**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 8307681856-2	1,205.77
41194	**12/16/2024**	AIRPORT OPERATIONS	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3919620697-3	83.52
41194	**12/16/2024**	AIRPORT OPERATIONS	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 8126770647-1	127.09
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 1598348280-1	88.98
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 5207933925-6	84.25
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 6690755760-8	112.60
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3352588453-3	103.22
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3499945233-6	120.80
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 1598348280-1	100.37
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 5207933925-6	104.29
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 6690755760-8	114.96
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 3499945233-6	114.48
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 1598348280-1	124.92
41194	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 5207933925-6	111.85
41194	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 3642526071-2	90.90
41194	**12/16/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 3642526071-2	94.48
41195	**12/16/2024**	AIRPORT OPERATIONS	**AIRPORT OPS**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 8126770647-1	23.65
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 5225647713-5	14.30
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 7949615676-5	24.76
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 5237156686-1	43.35
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 4318089701-9	24.62
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 1013877191-9	71.94
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 5225647713-5	14.29
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 7949615676-5	25.51
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 5237156686-1	40.87
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 4318089701-9	26.42
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 7928098441-4	61.39
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 1013877191-9	76.82
41195	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 5225647713-5	16.26
41195	**12/16/2024**	PARKS	**Parks**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 8675479583-8	55.37

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41195	**12/16/2024**	PARKS	**Parks**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 8675479583-8	59.41
41196	**12/16/2024**	FACILITIES	**Facilities Maintenance**	PACIFIC GAS & ELECTRIC	10/24 SERVICE 7928098441-4	2.08
41196	**12/16/2024**	FINANCE	**Zone 39 Activities**	PACIFIC GAS & ELECTRIC	11/24 SERVICE 6948316261-1	11.07
41196	**12/16/2024**	PARKS	**Parks**	PACIFIC GAS & ELECTRIC	09/24 SERVICE 8675479583-8	3.93
41197	**12/16/2024**	FINANCE	**Building**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	104.14
41197	**12/16/2024**	FINANCE	**Building**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	104.14
41197	**12/16/2024**	FINANCE	**City Council**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	38.01
41197	**12/16/2024**	FINANCE	**City Council**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	38.01
41197	**12/16/2024**	FINANCE	**Facilities Maintenance**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	52.07
41197	**12/16/2024**	FINANCE	**Facilities Maintenance**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	52.07
41197	**12/16/2024**	FINANCE	**Fire**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	152.04
41197	**12/16/2024**	FINANCE	**Fire**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	152.04
41197	**12/16/2024**	FINANCE	**Fleet Maintenance**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	1.70
41197	**12/16/2024**	FINANCE	**Fleet Maintenance**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	1.70
41197	**12/16/2024**	FINANCE	**HR/RISK MGT**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	38.01
41197	**12/16/2024**	FINANCE	**HR/RISK MGT**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	38.01
41197	**12/16/2024**	FINANCE	**Parks**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	1.70
41197	**12/16/2024**	FINANCE	**Parks**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	1.70
41197	**12/16/2024**	FINANCE	**Planning**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	52.07
41197	**12/16/2024**	FINANCE	**Planning**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	52.07
41197	**12/16/2024**	FINANCE	**STREETS**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	14.59
41197	**12/16/2024**	FINANCE	**STREETS**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	14.14
41197	**12/16/2024**	FINANCE	**Sewer Mtnc/Operations**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	1.70
41197	**12/16/2024**	FINANCE	**Street Cleaning**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	1.70
41197	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	92.08
41197	**12/16/2024**	FINANCE	**Water Mtnc/Operations**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	92.08
41197	**12/16/2024**	FINANCE	**Water Quality Control**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	38.01
41197	**12/16/2024**	FINANCE	**Water Quality Control**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	38.01
41197	**12/16/2024**	FINANCE	**WWTP**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	38.01
41197	**12/16/2024**	FINANCE	**WWTP**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	38.01
41197	**12/16/2024**	FINANCE	**PD Operations**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 09/11/24 - 10/10/24	494.21
41197	**12/16/2024**	FINANCE	**PD Operations**	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/24 - 11/10/24	494.27
41198	**12/16/2024**	STREETS	**STREETS**	OTP - FINANCE	DOT COMMERCIAL CERTIFICATION FEE REIMBURSEMEN	100.00
41199	**12/16/2024**	FINANCE	**Water Fund**	AR REFUNDS	METER 5 DEPOSIT REFUND - #6571	1,700.00
41200	**12/16/2024**	FINANCE	**Water Fund**	AR REFUNDS	METER 19 DEPOSIT REFUND - #6107	1,700.00
41201	**12/16/2024**	FINANCE	**Water Fund**	AR REFUNDS	METER 32 DEPOSIT REFUND - #6264	1,700.00
41202	**12/20/2024**	WWTP	**WWTP**	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 11/24	18,820.15
41203	**12/20/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	FERGUSON ENTERPRISES, INC.	EMERGENCY HYDRANT	4,157.88
41204	**12/20/2024**	PW ADMIN	**Engineering**	SERVICEMASTER BY J&C BROWN	ENG - CLEANING SUPPLIES	245.39
41205	**12/20/2024**	GRANTS	**Prop 1B PTMISEA**	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	13,518.52
41205	**12/20/2024**	GRANTS	**AFFORDABLE HOUSING**	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	8,242.43
41206	**12/20/2024**	PD OPERATIONS	**MEAS K - PD**	HARRY D. WILSON INC.	BMW 1250 - SERVICE	612.69
41207	**12/20/2024**	FLEET MAINTENANCE	**Fleet Maintenance**	GIBBS INTERNATIONAL INC	REPAIRS #336	4,403.75
41208	**12/20/2024**	ENGINEERING	**DRAINAGE**	2NDNATURE SOFTWARE INC	ANNUAL SOFTWARE RENEWAL	19,966.53
41209	**12/20/2024**	GRANTS	**TRANS - FIXED**	TRILLIUM SOLUTIONS, INC.	GTFS ANNUAL SUBSCRIPTION	3,750.00

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41209	**12/20/2024**	GRANTS	**Fixed Route**	TRILLIUM SOLUTIONS, INC.	GTFS ANNUAL SUBSCRIPTION	1,250.00
41210	**12/20/2024**	PD OPERATIONS	**PD Operations**	RAUL R. HERRERA JR.	POLYGRAPHS	1,250.00
41211	**12/20/2024**	PARKS ADMINISTRATION	**Sports Programs**	J & D MANUFACTURING	TINY TIKES SHIRTS	225.16
41211	**12/20/2024**	PARKS ADMINISTRATION	**Sports Programs**	J & D MANUFACTURING	FLAG FOOTBALL PRIZES	454.65
41212	**12/20/2024**	PD OPERATIONS	**PD Operations**	LEATHAM FAMILY, LLC	PD BADGE ORDER	596.25
41213	**12/20/2024**	PD OPERATIONS	**PD Operations**	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	37.89
41214	**12/20/2024**	PD OPERATIONS	**PD Operations**	TIM J LAW	EMPLOYMENT BACKGROUND	6,600.00
41215	**12/20/2024**	ENGINEERING	**Sewer Capital Outlay**	RMA GEOSCIENCE, INC.	AVE 13 SOIL TESTING	8,890.00
41216	**12/20/2024**	GRANTS	**TRANS - FIXED**	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 11/24	105,380.70
41216	**12/20/2024**	GRANTS	**TRANS - DAR**	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 11/24	67,876.81
41217	**12/20/2024**	CITY ADMIN	**Central Admin**	CRISCOM PUBLIC RELATIONS, INC.	CONSULTANT SERVICES	4,000.00
41218	**12/20/2024**	PD OPERATIONS	**PD Operations**	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	158.60
41219	**12/20/2024**	FLEET MAINTENANCE	**Fleet Maintenance**	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	1,299.92
41220	**12/20/2024**	FINANCE	**Finance**	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: FINANCE DIRECTOR	2,937.50
41221	**12/20/2024**	PD OPERATIONS	**PD Operations**	CV FORENSIC NURSING SPECIALISTS	EXAM - 24M-07156	1,500.00
41222	**12/20/2024**	ENGINEERING	**Water Mtnc/Operations**	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	579.00
41223	**12/20/2024**	PARKS ADMINISTRATION	**Parks**	ELITE MAINTENANCE AND TREE SERVICE	PARKS MAINTENANCE ITEM	645.00
41223	**12/20/2024**	PARKS ADMINISTRATION	**Parks**	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINTENANCE 12/24	5,678.40
41223	**12/20/2024**	PARKS ADMINISTRATION	**MEDIAN LANDS**	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 12/24	12,560.80
41223	**12/20/2024**	PARKS ADMINISTRATION	**Parking Dist Operation**	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN MAINTENANCE 12/24	509.60
41224	**12/20/2024**	FINANCE	**City Manager**	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q2 24/25 CONTRACT/AUDIT SALES TAX	1,983.02
41225	**12/20/2024**	FINANCE	**AIRPORT OPS**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	29.75
41225	**12/20/2024**	FINANCE	**Animal Control**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	331.71
41225	**12/20/2024**	FINANCE	**Animal Control**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	358.76
41225	**12/20/2024**	FINANCE	**Building**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	177.10
41225	**12/20/2024**	FINANCE	**Building**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	99.13
41225	**12/20/2024**	FINANCE	**Code Enforcement**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	66.22
41225	**12/20/2024**	FINANCE	**Code Enforcement**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	327.71
41225	**12/20/2024**	FINANCE	**DRAINAGE**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	233.61
41225	**12/20/2024**	FINANCE	**Engineering**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	346.31
41225	**12/20/2024**	FINANCE	**Engineering**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	244.81
41225	**12/20/2024**	FINANCE	**Facilities Maintenance**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	314.90
41225	**12/20/2024**	FINANCE	**Facilities Maintenance**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	200.14
41225	**12/20/2024**	FINANCE	**Fleet Maintenance**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	183.20
41225	**12/20/2024**	FINANCE	**Fleet Motor Pool**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	31.97
41225	**12/20/2024**	FINANCE	**GRAFFITI ABATE**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	675.37
41225	**12/20/2024**	FINANCE	**GRAFFITI ABATE**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	421.27
41225	**12/20/2024**	FINANCE	**LMD Services**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	380.33
41225	**12/20/2024**	FINANCE	**LMD Services**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	548.20
41225	**12/20/2024**	FINANCE	**Parks**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	1,840.40
41225	**12/20/2024**	FINANCE	**Parks**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	1,123.79
41225	**12/20/2024**	FINANCE	**STREETS**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	2,223.20
41225	**12/20/2024**	FINANCE	**STREETS**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	1,275.59
41225	**12/20/2024**	FINANCE	**Sewer Mtnc/Operations**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	1,042.73
41225	**12/20/2024**	FINANCE	**Sewer Mtnc/Operations**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	1,070.61

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41225	**12/20/2024**	FINANCE	**Street Cleaning**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	2,326.16
41225	**12/20/2024**	FINANCE	**Street Cleaning**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	1,325.71
41225	**12/20/2024**	FINANCE	**TRANS - FIXED**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	2,896.37
41225	**12/20/2024**	FINANCE	**TRANS - FIXED**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	2,616.98
41225	**12/20/2024**	FINANCE	**TRANS - DAR**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	2,881.45
41225	**12/20/2024**	FINANCE	**TRANS - DAR**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	2,381.08
41225	**12/20/2024**	FINANCE	**Water Mtnc/Operations**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	1,259.61
41225	**12/20/2024**	FINANCE	**Water Mtnc/Operations**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	612.09
41225	**12/20/2024**	FINANCE	**Water Quality Control**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	524.87
41225	**12/20/2024**	FINANCE	**Water Quality Control**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	362.85
41225	**12/20/2024**	FINANCE	**WWTP**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	36.03
41225	**12/20/2024**	FINANCE	**PD Operations**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 10/16/24-10/31/24	7,490.93
41225	**12/20/2024**	FINANCE	**PD Operations**	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/24-11/30/24	6,115.51
41225	**12/20/2024**	FIRE	**Fire**	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 10/16/24-10/31/24	558.48
41225	**12/20/2024**	FIRE	**Fire**	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 11/01/24-11/15/24	587.74
41225	**12/20/2024**	FIRE	**Fire**	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 11/16/24/11/30/24	474.74
41225	**12/20/2024**	FIRE	**MEAS K - FIRE**	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	2,121.90
41225	**12/20/2024**	WWTP	**WWTP**	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	6,130.98
41226	**12/20/2024**	ENGINEERING	**Sewer Capital Outlay**	THE MADERA MAIL DROP	PLAN & SPEC BOOK PRINTING	1,994.15
41227	**12/20/2024**	PD OPERATIONS	**PD Operations**	LAW DOG K9	K9 VENDOR TRAINING	900.00
41228	**12/20/2024**	GRANTS	**CDBG ADMIN**	CITY DATA SERVICES LLC	CDS MAINENANCE - 10/24-12/24	2,325.00
41229	**12/20/2024**	PD OPERATIONS	**PD Operations**	CINTAS CORPORATION	MEDICAL SUPPLIES	125.35
41230	**12/20/2024**	GRANTS	**Home Program Income**	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.011	796.50
41231	**12/20/2024**	WWTP	**WWTP**	CAL WEST RAIN	EFFLUENT PUMP REBUILD	12,119.58
41232	**12/20/2024**	PW ADMIN	**AIRPORT OPS**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	39.00
41232	**12/20/2024**	PW ADMIN	**Central Admin**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	39.00
41232	**12/20/2024**	PW ADMIN	**Comm & Rec Centers**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	351.00
41232	**12/20/2024**	PW ADMIN	**Engineering**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	78.00
41232	**12/20/2024**	PW ADMIN	**Fire**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	117.00
41232	**12/20/2024**	PW ADMIN	**INTERMODAL BLDG**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	78.00
41232	**12/20/2024**	PW ADMIN	**Parks**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	39.00
41232	**12/20/2024**	PW ADMIN	**STREETS**	EAGLESHIELD PEST CONTROL	RODENT BAIT STATION	160.00
41232	**12/20/2024**	PW ADMIN	**Sewer Mtnc/Operations**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	19.50
41232	**12/20/2024**	PW ADMIN	**Sewer Mtnc/Operations**	EAGLESHIELD PEST CONTROL	RODENT BAIT STATION	160.00
41232	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	19.50
41232	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	EAGLESHIELD PEST CONTROL	RODENT BAIT STATION	160.00
41232	**12/20/2024**	PW ADMIN	**WWTP**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	39.00
41232	**12/20/2024**	PW ADMIN	**PD Operations**	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 11/24	39.00
41233	**12/20/2024**	UB - WATER	**UB - Garbage**	SAFEGUARD BUSINESS SYSTEMS, INC.	DEPOSIT SLIPS	55.10
41233	**12/20/2024**	UB - WATER	**UB - Sewer**	SAFEGUARD BUSINESS SYSTEMS, INC.	DEPOSIT SLIPS	55.10
41233	**12/20/2024**	UB - WATER	**UB - Water**	SAFEGUARD BUSINESS SYSTEMS, INC.	DEPOSIT SLIPS	110.20
41234	**12/20/2024**	FIRE	**Fire**	BURTON'S FIRE, INC	MISC PARTS	2,503.74
41235	**12/20/2024**	WWTP	**WWTP**	SCHROEDER VALVE & REPAIR INC.	HEAT EXCHANGER	4,189.79
41236	**12/20/2024**	PARKS ADMINISTRATION	**Comm & Rec Centers**	NEWTON, ROBERT	CARPET CLEANING - JWYC	1,800.90
41237	**12/20/2024**	PD OPERATIONS	**SUPP LAW ENF**	RUBBER SOUL BICYCLES	TERO X 4.0 29 SILDST/SMK XL	10,157.64

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41238	**12/20/2024**	FINANCE	**Madera Groundwater JPA Cor**	JACOB T ROBERSON	MRWM CONSULTING	1,000.00
41239	**12/20/2024**	FINANCE	**Madera Groundwater JPA Cor**	MADERA COUNTY FARM BUREAU	2016 PROP 1 IRWM DAC INVOLVEMENT GRANT	15,423.02
41240	**12/20/2024**	FINANCE	**Madera Groundwater JPA Cor**	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 11/10/24-12/10/24	99.00
41241	**12/20/2024**	CITY ADMIN	**LTF - Streets**	HDR ENGINEERING, INC	HDR ENGINEERING CONSULTING SERVICES	27,567.50
41241	**12/20/2024**	CITY ADMIN	**MEAS T - RTP**	HDR ENGINEERING, INC	HDR ENGINEERING CONSULTING SERVICES	27,567.50
41242	**12/20/2024**	WATER QUALITY CONTRC	**Water Quality Control**	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,824.00
41243	**12/20/2024**	PD OPERATIONS	**PD Operations**	AT&T	10/24 CALNET SVS 9391064552	571.18
41244	**12/20/2024**	WWTP	**WWTP**	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	1,584.20
41245	**12/20/2024**	ENGINEERING	**Sewer Capital Outlay**	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	4,091.55
41246	**12/20/2024**	PARKS ADMINISTRATION	**Sports Programs**	BSN SPORTS	YOUTH BASKETBALL BALLS	804.51
41247	**12/20/2024**	PD OPERATIONS	**PD Operations**	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	1,260.00
41247	**12/20/2024**	PD OPERATIONS	**PD Operations**	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	2,134.98
41249	**12/20/2024**	PD OPERATIONS	**MEAS K - PD**	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	1,800.00
41250	**12/20/2024**	FINANCE	**PAYROLL TRUST**	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 12/06/2024 PAYROLL	888.13
41251	**12/20/2024**	FINANCE	**COMPUTER MAINT**	COMCAST	11/24 SERVICE 8155500320322006	83.38
41251	**12/20/2024**	FINANCE	**PD Operations**	COMCAST	11/24 SVS 8155500320092096	192.28
41251	**12/20/2024**	FINANCE	**PD Operations**	COMCAST	12/24 SVS 8155500320092096	197.03
41252	**12/20/2024**	PD OPERATIONS	**PD Operations**	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS - 10/24	175.00
41253	**12/20/2024**	HR/RISK MGT	**HR/RISK MGT**	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	PRE-EMPLOYMENT SERVICES	683.00
41254	**12/20/2024**	HR/RISK MGT	**HR/RISK MGT**	CPS HR CONSULTING	CONTRACTED SERVICES/BILINGUAL EXAM	1,179.25
41255	**12/20/2024**	ENGINEERING	**General Trust Fund**	DMP DEVELOPMENT CORP.	REIMBURSEMENT - LMD DEPOSIT VARBELLA II	7,853.04
41256	**12/20/2024**	UB - WATER	**UB - Garbage**	DATAPROSE, LLC	10/24 BILLING	2,747.49
41256	**12/20/2024**	UB - WATER	**UB - Sewer**	DATAPROSE, LLC	10/24 BILLING	2,747.50
41256	**12/20/2024**	UB - WATER	**UB - Water**	DATAPROSE, LLC	10/24 BILLING	5,495.00
41257	**12/20/2024**	ENGINEERING	**Engineering**	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - ENG	30.00
41257	**12/20/2024**	ENGINEERING	**Engineering**	DIAMOND COMMUNICATIONS	FIRE/SECURITY ALARM MONITORING - ENG	180.00
41257	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	355.00
41257	**12/20/2024**	PARKS ADMINISTRATION	**Comm & Rec Centers**	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	108.00
41257	**12/20/2024**	PARKS ADMINISTRATION	**Comm & Rec Centers**	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - FBSC	213.00
41257	**12/20/2024**	PARKS ADMINISTRATION	**Comm & Rec Centers**	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - FBSC	213.00
41257	**12/20/2024**	PARKS ADMINISTRATION	**Comm & Rec Centers**	DIAMOND COMMUNICATIONS	FIRE ALARM CERT - JWYC	275.00
41258	**12/20/2024**	BUILDING	**Building**	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 11/16/24-11/30/24	12,105.00
41258	**12/20/2024**	BUILDING	**Building**	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 12/01/24-12/15/24	15,285.00
41259	**12/20/2024**	PD OPERATIONS	**PD Operations**	FRESNO CITY COLLEGE	REGISTRATION FEE - POLICE ACADEMY	930.00
41259	**12/20/2024**	PD OPERATIONS	**PD Operations**	FRESNO CITY COLLEGE	REGISTRATION FEE - TRAFFIC COLLISION INVESTIGATION	356.00
41260	**12/20/2024**	PW ADMIN	**Facilities Maintenance**	GRAINGER, INC.	SIGNAL METER	1,567.15
41261	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	GUARDIAN WESTERN SWEEPING INC.	12/24 POWER SWEEPING	402.50
41261	**12/20/2024**	GRANTS	**Parking Dist Operation**	GUARDIAN WESTERN SWEEPING INC.	12/24 POWER SWEEPING	402.50
41262	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - MEADOWS	1,212.62
41263	**12/20/2024**	INFORMATION SERVICES	**LTF - Streets**	INSIGHT PUBLIC SECTOR	MS PROJECT STANMS PROJECT STAN	5,733.91
41263	**12/20/2024**	INFORMATION SERVICES	**Water Mtnc/Operations**	INSIGHT PUBLIC SECTOR	SURFACE PROSSURFACE PROS	5,050.31
41264	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	CITY OF MADERA	12/24 UTILITY SERVICE 3040421	53.00
41264	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	CITY OF MADERA	12/24 UTILITY SERVICE 3040431	99.75
41264	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	CITY OF MADERA	12/24 UTILITY SERVICE 3040441	365.40
41265	**12/20/2024**	FINANCE	**PD Operations**	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 10/24	417.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41266	**12/20/2024**	FINANCE	**General Fund**	MADERA COUNTY	TSA MCC12403-A-24 Q1, Q2, &, Q3	366,050.96
41267	**12/20/2024**	PW ADMIN	**AIRPORT OPS**	MADERA COUNTY ENVIRONMENTAL HEALTH DEPT	PERMIT FEES	550.00
41267	**12/20/2024**	WWTP	**WWTP**	MADERA COUNTY ENVIRONMENTAL HEALTH DEPT	PERMIT FEES	984.00
41268	**12/20/2024**	WATER MTNC/OPERATIO	**Water Mtnc/Operations**	MADERA PUMPS, INC.	250HP WESTINGHOUSE MOTOR REPAIR	13,515.27
41269	**12/20/2024**	GRANTS	**Permanent Local Housing Allo**	MADERA RESCUE MISSION, INC.	PLHA INVOICE 11/24	24,876.82
41270	**12/20/2024**	ENGINEERING	**Sewer Capital Outlay**	MADERA TRIBUNE	REQUEST FOR BID - WWTP 24-01	1,353.00
41270	**12/20/2024**	GRANTS	**CDBG ADMIN**	MADERA TRIBUNE	PUBLIC NOTICE	286.00
41270	**12/20/2024**	GRANTS	**CDBG ADMIN**	MADERA TRIBUNE	NOFA	1,000.00
41270	**12/20/2024**	HR/RISK MGT	**HR/RISK MGT**	MADERA TRIBUNE	JOB ADVERSTISEMENT	125.40
41271	**12/20/2024**	PD OPERATIONS	**PD Operations**	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	99.48
41272	**12/20/2024**	PARKS ADMINISTRATION	**Aquatics Programs**	MAMMOTH OXYGEN	CO2 FOR POOL	108.00
41273	**12/20/2024**	FINANCE	**CFD 2005-1 City-Wide Service**	WILLDAN FINANCIAL SERVICES	3RD QTR FY 24/25 CFD 2005-1 & 2006-1	1,878.96
41273	**12/20/2024**	FINANCE	**CFD 2006-1 KB Home**	WILLDAN FINANCIAL SERVICES	3RD QTR FY 24/25 CFD 2005-1 & 2006-1	1,019.48
41274	**12/20/2024**	BUILDING	**Building**	PECK'S PRINTERY	BUILD - CORRECTION NOTICES	540.17
41274	**12/20/2024**	BUILDING	**Building**	PECK'S PRINTERY	BUILD - ELECTRICAL TAGS	612.70
41274	**12/20/2024**	BUILDING	**Building**	PECK'S PRINTERY	BUILD - PIPING TAGS	612.70
41275	**12/20/2024**	FINANCE	**Finance**	PHOENIX GROUP INFO SYS	CITATIONS 10/24	332.73
41275	**12/20/2024**	FINANCE	**Parking Dist Operation**	PHOENIX GROUP INFO SYS	CITATIONS 10/24	32.91
41276	**12/20/2024**	FINANCE	**CFD Debt Fund - 2006 Bonds**	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 09/30/24-12/29/24	63.26
41276	**12/20/2024**	FINANCE	**Water Mtnc/Operations**	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 09/30/24-12/29/24	316.30
41276	**12/20/2024**	FINANCE	**WWTP**	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 09/30/24-12/29/24	126.52
41276	**12/20/2024**	PW ADMIN	**AIRPORT OPS**	PITNEY BOWES, INC.	POSTAGE FEES	49.38
41276	**12/20/2024**	PW ADMIN	**Facilities Maintenance**	PITNEY BOWES, INC.	POSTAGE FEES	49.37
41276	**12/20/2024**	PW ADMIN	**Fleet Maintenance**	PITNEY BOWES, INC.	POSTAGE FEES	49.37
41276	**12/20/2024**	PW ADMIN	**STREETS**	PITNEY BOWES, INC.	POSTAGE FEES	49.37
41276	**12/20/2024**	PW ADMIN	**Sewer Mtnc/Operations**	PITNEY BOWES, INC.	POSTAGE FEES	49.37
41276	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	PITNEY BOWES, INC.	POSTAGE FEES	49.38
41276	**12/20/2024**	PW ADMIN	**Water Quality Control**	PITNEY BOWES, INC.	POSTAGE FEES	49.50
41276	**12/20/2024**	PW ADMIN	**WWTP**	PITNEY BOWES, INC.	POSTAGE FEES	49.38
41276	**12/20/2024**	PW ADMIN	**Purchasing**	PITNEY BOWES, INC.	POSTAGE FEES	49.37
41277	**12/20/2024**	PD OPERATIONS	**PD Operations**	PROFORCE	MISC PD EQUIPMENT	730.70
41278	**12/20/2024**	ENGINEERING	**Water Capital Outlay**	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEME	4,325.80
41278	**12/20/2024**	ENGINEERING	**Water Capital Outlay**	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL CONSULTING SVS	948.70
41279	**12/20/2024**	WWTP	**WWTP**	ROCKWELL ENG. & EQ. CO.,INC.	HEAT EXCHANGER PUMP	19,826.00
41280	**12/20/2024**	GRANTS	**SB1-State of Good Repair**	SAFETY NETWORK, INC.	TRANSIT SIGNS	6,027.56
41281	**12/20/2024**	STREETS	**STREETS**	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	297,556.00
41282	**12/20/2024**	WWTP	**WWTP**	SPARKLETTS	WWTP - LAB & DRINKING WATER	119.59
41283	**12/20/2024**	PW ADMIN	**Sewer Capital Outlay**	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	303,243.22
41283	**12/20/2024**	WWTP	**Sewer Capital Outlay**	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	2,104.00
41284	**12/20/2024**	WWTP	**WWTP**	STATE WATER RESOURCES CONTROL BOARD	WWTP ANNUAL PERMIT FEE	38,205.00
41285	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	STATE WATER RESOURCES CONTROL BOARD	EXAM FEES - WATER DISTRIBUTION - BOTWRIGHT	155.00
41285	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	STATE WATER RESOURCES CONTROL BOARD	EXAM FEES - WATER DISTRIBUTION - SOLIS	65.00
41285	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	STATE WATER RESOURCES CONTROL BOARD	EXAM FEES - WATER DISTRIBUTION - LARA	60.00
41285	**12/20/2024**	PW ADMIN	**Water Mtnc/Operations**	STATE WATER RESOURCES CONTROL BOARD	EXAM FEES - WTR TREATMENT - LARAEXAM FEES - WTR	110.00
41286	**12/20/2024**	FIRE	**Fire**	STEVES CHEVROLET OF CHOWCHILLA	SERVICE - 2023 CHEVY SILVERADO	338.12

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41287	**12/20/2024**	WWTP	**WWTP**	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	11,622.32
41288	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
41289	**12/20/2024**	FINANCE	**General Fund**	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 08/01/24-10/31/24	3,357.55
41290	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	VILLA GARDENING SERVICE INC	LAWN SERVICES 10/24	500.00
41290	**12/20/2024**	GRANTS	**INTERMODAL BLDG**	VILLA GARDENING SERVICE INC	LAWN SERVICES 11/24	500.00
41291	**12/20/2024**	ENGINEERING	**Engineering**	YAMABE & HORN ENGINEERING	MAP CHECK - 24-P-02	708.75
41291	**12/20/2024**	ENGINEERING	**Engineering**	YAMABE & HORN ENGINEERING	MAP CHECK - 24-P-01	38.63
41291	**12/20/2024**	ENGINEERING	**Engineering**	YAMABE & HORN ENGINEERING	MAP CHECK - 24-9-03	38.63
41291	**12/20/2024**	ENGINEERING	**Engineering**	YAMABE & HORN ENGINEERING	ADELL & D ST MAP CHECK & IMPROVEMENT PLAN CHECI	717.50
41292	**12/20/2024**	PLANNING	**Planning**	OTP - FINANCE	REIMBURSEMENT - 2024 CEQA ESSENTIALS WORKSHOP	43.35
41293	**12/20/2024**	PD OPERATIONS	**General Trust Fund**	OTP - FINANCE	REIMBURSEMENT - 20M-07622	8,740.00
41294	**12/20/2024**	HR/RISK MGT	**HR/RISK MGT**	OTP - FINANCE	REIMBURSEMENT - CALPELRA ANNUAL CONFERENCE	41.00
41295	**12/20/2024**	PW ADMIN	**WATER CONSERV**	OTP- REBATES	TURF REBATE - 9910015	1,380.00
41296	**12/20/2024**	PW ADMIN	**WATER CONSERV**	OTP- REBATES	TURF REBATE - 9895930	3,000.00
41297	**12/20/2024**	PW ADMIN	**WATER CONSERV**	OTP- REBATES	TURF REBATE - 9925326	1,755.00
41298	**12/20/2024**	PW ADMIN	**WATER CONSERV**	OTP- REBATES	TURF REBATE - 9910420	912.00
41299	**12/20/2024**	PW ADMIN	**WATER CONSERV**	OTP- REBATES	TURF REBATE - 99101391	456.00
41300	**12/20/2024**	BUILDING	**Building**	BLDING/PLAN REFNDS	JOB CANCELLED - REIMBURSE FEE	1,328.30
41301	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9902364	153.70
41302	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9926410	130.20
41303	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 7800385	921.46
41304	**12/20/2024**	FINANCE	**Water Fund**	OTP- UB REFUNDS	DEPOSIT MAIS TO MUNIS - 9925748-514012	402.92
41305	**12/20/2024**	FINANCE	**Water Fund**	OTP- UB REFUNDS	DEPOSIT MAIS TO MUNIS - 9922538-511716	156.79
41306	**12/20/2024**	FINANCE	**Water Fund**	OTP- UB REFUNDS	DEPOSIT MAIS TO MUNIS - 9909016*506934	380.99
41307	**12/20/2024**	FINANCE	**Water Fund**	OTP- UB REFUNDS	DEPOSIT MAIS TO MUNIS - 9908131-506505	382.52
41308	**12/20/2024**	FINANCE	**Water Fund**	OTP- UB REFUNDS	DEPOSIT MAIS TO MUNIS - 9907315-506505	404.27
41309	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 8577221	54.94
41310	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9919435	272.57
41311	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9477303	247.05
41312	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9922010	195.50
41313	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9902658	258.18
41314	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9919751	64.42
41315	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9917249	243.73
41316	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9923083	121.46
41317	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9920376	84.96
41318	**12/20/2024**	FINANCE	**Water Utility**	OTP- UB REFUNDS	UB TERM REFUND - 9892468-552436	55.73
41319	**12/20/2024**	UB - WATER	**Water Fund**	OTP- UB REFUNDS	UB TERM REFUND 9918007	189.77
41320	**12/20/2024**	GRANTS	**Home Program Income**	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 01/25	812.06
41321	**12/20/2024**	GRANTS	**Home Program Income**	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 01/25	871.09
41322	**12/20/2024**	GRANTS	**Home Program Income**	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 01/25	833.54
594	**12/09/2024**	FINANCE	**PAYROLL TRUST**	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	120.00
595	**12/09/2024**	FINANCE	**PAYROLL TRUST**	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 11/29/24 PAYROLL	29,875.79
596	**12/10/2024**	FINANCE	**PAYROLL TRUST**	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/10/2024	444.83
597	**12/10/2024**	HR/RISK MGT	**City Clerk's Office**	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 12/24	5,756.57
597	**12/10/2024**	HR/RISK MGT	**PAYROLL TRUST**	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 12/24	404,588.04

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
597	**12/10/2024**	HR/RISK MGT	**PD Operations**	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 12/24	1,566.00
598	**12/10/2024**	FINANCE	**PAYROLL TRUST**	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/29/2024	13,904.16
599	**12/10/2024**	FINANCE	**PAYROLL TRUST**	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/29/2024	1,803.06
600	**12/06/2024**	FINANCE	**Sewer Fund**	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	226,764.17
601	**12/11/2024**	FINANCE	**PAYROLL TRUST**	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/11/2024	570.24
602	**12/17/2024**	FINANCE	**PAYROLL TRUST**	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/17/2024	538.05
603	**12/01/2024**	FINANCE	**AIRPORT OPS**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	6.20
603	**12/01/2024**	FINANCE	**Aquatics Programs**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	(0.18)
603	**12/01/2024**	FINANCE	**Building**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	2.51
603	**12/01/2024**	FINANCE	**CDBG Public Improvements**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	856.69
603	**12/01/2024**	FINANCE	**City Clerk's Office**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	(11.85)
603	**12/01/2024**	FINANCE	**COMPUTER MAINT**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	8,566.01
603	**12/01/2024**	FINANCE	**Finance**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	249.38
603	**12/01/2024**	FINANCE	**Fire**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	(10.20)
603	**12/01/2024**	FINANCE	**Fleet Maintenance**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	46.83
603	**12/01/2024**	FINANCE	**MEAS K - FIRE**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	567.13
603	**12/01/2024**	FINANCE	**Parks**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	(8.63)
603	**12/01/2024**	FINANCE	**STREETS**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	(302.48)
603	**12/01/2024**	FINANCE	**Street Cleaning**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	6.02
603	**12/01/2024**	FINANCE	**TRANS - FIXED**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	(44.78)
603	**12/01/2024**	FINANCE	**Water Capital Outlay**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	23.50
603	**12/01/2024**	FINANCE	**Water Mtnc/Operations**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	178.64
603	**12/01/2024**	FINANCE	**WWTP**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	24.58
603	**12/01/2024**	FINANCE	**Fleet Acquisition**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	142.86
603	**12/01/2024**	FINANCE	**Prop 1B PTMISEA**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	731.07
603	**12/01/2024**	FINANCE	**PD Operations**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	11.88
603	**12/01/2024**	FINANCE	**CalTrans Grant**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	(7.18)
603	**12/01/2024**	FINANCE	**Health and Wellness**	CALIFORNIA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX PAYABLE FY 23/24	132.00
604	**12/18/2024**	FINANCE	**Finance**	PITNEY BOWES, INC.	PREPAID POSTAGE REFILL	5,000.00
605	**12/19/2024**	FINANCE	**SOLID WASTE**	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 09/24	633,332.42
606	**12/19/2024**	FINANCE	**AIRPORT OPS**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	5,497.03
606	**12/19/2024**	FINANCE	**Animal Control**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	44.37
606	**12/19/2024**	FINANCE	**Building**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	1,208.82
606	**12/19/2024**	FINANCE	**CDBG Public Improvements**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	6,075.57
606	**12/19/2024**	FINANCE	**CDBG Public Services**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	7,132.50
606	**12/19/2024**	FINANCE	**City Clerk's Office**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	656.20
606	**12/19/2024**	FINANCE	**City Council**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	4,091.21
606	**12/19/2024**	FINANCE	**Code Enforcement**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	2,618.83
606	**12/19/2024**	FINANCE	**Comm & Rec Centers**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	899.24
606	**12/19/2024**	FINANCE	**Community Promo**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	3,882.39
606	**12/19/2024**	FINANCE	**COMPUTER MAINT**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	2,689.58
606	**12/19/2024**	FINANCE	**DRAINAGE**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	505.65
606	**12/19/2024**	FINANCE	**Engineering**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	399.81
606	**12/19/2024**	FINANCE	**Facilities Maintenance**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	4,104.57
606	**12/19/2024**	FINANCE	**Finance**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	694.71

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
606	**12/19/2024**	FINANCE	**Fire**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	12,499.21
606	**12/19/2024**	FINANCE	**Fleet Maintenance**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	12,817.97
606	**12/19/2024**	FINANCE	**General Fund**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	10,490.57
606	**12/19/2024**	FINANCE	**GRAFFITI ABATE**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	499.14
606	**12/19/2024**	FINANCE	**Home Program Income**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	16.50
606	**12/19/2024**	FINANCE	**HR/RISK MGT**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	3,309.43
606	**12/19/2024**	FINANCE	**INS/RISK MGT**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	220.00
606	**12/19/2024**	FINANCE	**LMD Services**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	520.49
606	**12/19/2024**	FINANCE	**MEAS K - FIRE**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	4,127.21
606	**12/19/2024**	FINANCE	**Parks**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	11,726.75
606	**12/19/2024**	FINANCE	**Parks Administration**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	537.15
606	**12/19/2024**	FINANCE	**Planning**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	1,748.39
606	**12/19/2024**	FINANCE	**STREETS**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	14,212.20
606	**12/19/2024**	FINANCE	**Recreation**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	139.85
606	**12/19/2024**	FINANCE	**Sewer Mtnc/Operations**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	4,008.72
606	**12/19/2024**	FINANCE	**Sports Programs**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	181.70
606	**12/19/2024**	FINANCE	**Street Cleaning**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	903.36
606	**12/19/2024**	FINANCE	**SUPP LAW ENF**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	1,243.50
606	**12/19/2024**	FINANCE	**TRANS - FIXED**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	3,888.25
606	**12/19/2024**	FINANCE	**TRANS - DAR**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	5,644.30
606	**12/19/2024**	FINANCE	**UB - Garbage**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	96.02
606	**12/19/2024**	FINANCE	**UB - Sewer**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	96.02
606	**12/19/2024**	FINANCE	**UB - Water**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	192.03
606	**12/19/2024**	FINANCE	**Water Capital Outlay**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	135.57
606	**12/19/2024**	FINANCE	**Water Mtnc/Operations**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	13,212.17
606	**12/19/2024**	FINANCE	**Water Quality Control**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	3,440.86
606	**12/19/2024**	FINANCE	**WWTP**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	24,027.97
606	**12/19/2024**	FINANCE	**MEAS K - PD**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	134.91
606	**12/19/2024**	FINANCE	**City Manager**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	615.00
606	**12/19/2024**	FINANCE	**Fleet Acquisition**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	2,127.01
606	**12/19/2024**	FINANCE	**Special Events**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	5,011.95
606	**12/19/2024**	FINANCE	**PD Operations**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	9,874.08
606	**12/19/2024**	FINANCE	**PD Tire Amnesty Grant**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	951.16
606	**12/19/2024**	FINANCE	**PW Safe & Clean Initiative**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	9.73
606	**12/19/2024**	FINANCE	**Computer Replacement**	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 11/24	411.18
607	**12/20/2024**	HR/RISK MGT	**AIRPORT OPS**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	7,399.83
607	**12/20/2024**	HR/RISK MGT	**Animal Control**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	3,013.58
607	**12/20/2024**	HR/RISK MGT	**Aquatics Programs**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	3,516.44
607	**12/20/2024**	HR/RISK MGT	**Building**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	10,195.29
607	**12/20/2024**	HR/RISK MGT	**CDBG ADMIN**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,895.40
607	**12/20/2024**	HR/RISK MGT	**Central Admin**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	9,847.35
607	**12/20/2024**	HR/RISK MGT	**City Clerk's Office**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	9,243.26
607	**12/20/2024**	HR/RISK MGT	**City Council**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	861.15
607	**12/20/2024**	HR/RISK MGT	**Code Enforcement**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	9,723.56
607	**12/20/2024**	HR/RISK MGT	**Comm & Rec Centers**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	11,047.13

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
607	12/20/2024	HR/RISK MGT	COMPUTER MAINT	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	9,633.09
607	12/20/2024	HR/RISK MGT	DRAINAGE	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	7,742.75
607	12/20/2024	HR/RISK MGT	Engineering	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	36,634.29
607	12/20/2024	HR/RISK MGT	Facilities Maintenance	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	14,253.77
607	12/20/2024	HR/RISK MGT	Finance	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	11,696.23
607	12/20/2024	HR/RISK MGT	Fire	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	14,509.67
607	12/20/2024	HR/RISK MGT	Fleet Maintenance	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	6,791.22
607	12/20/2024	HR/RISK MGT	Fleet Motor Pool	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	811.47
607	12/20/2024	HR/RISK MGT	GRANT OVERSIGHT	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,025.03
607	12/20/2024	HR/RISK MGT	GRAFFITI ABATE	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,298.72
607	12/20/2024	HR/RISK MGT	Home Program Income	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	234.65
607	12/20/2024	HR/RISK MGT	HR/RISK MGT	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	7,332.42
607	12/20/2024	HR/RISK MGT	INS/RISK MGT	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	4,619.97
607	12/20/2024	HR/RISK MGT	INTERMODAL BLDG	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,199.87
607	12/20/2024	HR/RISK MGT	LMD Services	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	6,545.97
607	12/20/2024	HR/RISK MGT	Parks	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	59,922.10
607	12/20/2024	HR/RISK MGT	Parks Administration	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	5,841.78
607	12/20/2024	HR/RISK MGT	Planning	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	9,876.90
607	12/20/2024	HR/RISK MGT	STREETS	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	81,525.21
607	12/20/2024	HR/RISK MGT	Recreation	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	4,018.76
607	12/20/2024	HR/RISK MGT	Sewer Mtnc/Operations	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	26,272.92
607	12/20/2024	HR/RISK MGT	SOLID WASTE	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,624.33
607	12/20/2024	HR/RISK MGT	Sports Programs	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	2,824.08
607	12/20/2024	HR/RISK MGT	Sr Citizen Community Service	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	2,545.63
607	12/20/2024	HR/RISK MGT	Street Cleaning	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	5,573.72
607	12/20/2024	HR/RISK MGT	Tire Clean Up	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	382.17
607	12/20/2024	HR/RISK MGT	TRANS - FIXED	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	10,246.90
607	12/20/2024	HR/RISK MGT	TRANS - DAR	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	3,443.43
607	12/20/2024	HR/RISK MGT	UB - Garbage	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,857.13
607	12/20/2024	HR/RISK MGT	UB - Sewer	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,857.13
607	12/20/2024	HR/RISK MGT	UB - Water	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	3,714.50
607	12/20/2024	HR/RISK MGT	WATER CONSERV	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	2,026.32
607	12/20/2024	HR/RISK MGT	Water Mtnc/Operations	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	23,267.57
607	12/20/2024	HR/RISK MGT	Water Quality Control	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	3,225.20
607	12/20/2024	HR/RISK MGT	WWTP	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	56,947.88
607	12/20/2024	HR/RISK MGT	MEAS K - PD	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	17,940.00
607	12/20/2024	HR/RISK MGT	Fleet Acquisition	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	306.33
607	12/20/2024	HR/RISK MGT	Purchasing	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,728.98
607	12/20/2024	HR/RISK MGT	Special Events	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	792.23
607	12/20/2024	HR/RISK MGT	PD Operations	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	180,390.41
607	12/20/2024	HR/RISK MGT	Successor Agency Admin	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	307.61
607	12/20/2024	HR/RISK MGT	Prop 64 Health & Public Safety	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,304.17
607	12/20/2024	HR/RISK MGT	PD Tire Amnesty Grant	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	451.55
607	12/20/2024	HR/RISK MGT	COPS Hiring Grant	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	5,020.05
607	12/20/2024	HR/RISK MGT	PW Safe & Clean Initiative	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	2,662.04

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
607	**12/20/2024**	HR/RISK MGT	**Schools Policing**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	4,430.20
607	**12/20/2024**	HR/RISK MGT	**PD Housing Authority**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,666.28
607	**12/20/2024**	HR/RISK MGT	**MCDPH Agreements**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	118.02
607	**12/20/2024**	HR/RISK MGT	**MUSD Agreements**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	282.13
607	**12/20/2024**	HR/RISK MGT	**Parking Dist Operation**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	328.00
607	**12/20/2024**	HR/RISK MGT	**DAP Program Income**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	319.47
607	**12/20/2024**	HR/RISK MGT	**Special Investigation Unit**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	3,738.93
607	**12/20/2024**	HR/RISK MGT	**PD Opioid Settlement Funds**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	1,666.28
607	**12/20/2024**	HR/RISK MGT	**Abandoned Vehicle Abatemer**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	842.94
607	**12/20/2024**	HR/RISK MGT	**Golf Operations**	CSJVRMA	Q3 LIABILITY, CYBER ASSESSMENT, & WC	2,447.61
608	**12/20/2024**	FINANCE	**SOLID WASTE**	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 10/24	633,241.69
609	**12/20/2024**	FINANCE	**PAYROLL TRUST**	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 12/20/24 PAYROLL	29,925.40
610	**12/24/2024**	FINANCE	**PAYROLL TRUST**	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/24/2024	1,819.08
611	**12/23/2024**	FINANCE	**PAYROLL TRUST**	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/20/2024	13,765.71
612	**12/23/2024**	FINANCE	**PAYROLL TRUST**	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/20/2024	2,013.32
613	**12/31/2024**	FINANCE	**PAYROLL TRUST**	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/31/2024	364.75
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 5,535,747.03**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission (Commission) met on December 18, 2024, and approved eligibility lists for the following positions:

- Computer Technician I
- Maintenance Technician
- Water System Worker I
- Wastewater Treatment Lab Analyst/Environmental Compliance Inspector I

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

Table 1. *New Hires and Re-hires*

Name	Position	Department	Status*	Effective Date
Reese Rolfo	Police Officer Trainee	Police Department	FT	12/16/24
Phillip Lopez	Police Officer Trainee	Police Department	FT	12/16/24

Table 1. *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Rosa Lorena Padilla	Public Safety Dispatcher	Police Department	FT	12/16/24
Berenice Andrade Davalos	Public Safety Dispatcher	Police Department	FT	12/16/24
Matthew Solorio II	Public Safety Dispatcher	Police Department	FT	12/16/24
Mariela Castillo	Intern	Building	PT	12/16/24
Adam Camacho	Police Officer Trainee	Police Department	FT	12/30/24

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

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

Table 2. *Promotions, Transfers, or Assignment Changes*			
Name	Old Position	New Position	Effective Date
Brissia Galindo Garcia	Parking Enforcement Officer	Records Clerk	12/30/24

The following employees separated from employment since our last report.

Table 3. *Separations*				
Name	Position	Department	Status*	Effective Date
Mariela Castillo	Intern	Building	PT	12/18/24
Kassandra Garcia	Program Leader I	Parks & Community Services	PT	12/20/24

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Human Resources Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-4

SUBJECT:

Janitorial Services Agreement with CCS Facility Services – Fresno, Inc.

RECOMMENDATION:

Adopt a resolution approving an agreement with CCS Facility Services – Fresno, Inc. to provide professional janitorial services for City facilities

SUMMARY:

In recent years the City contracted with Servicemaster by J&C Brown (Servicemaster) for janitorial services for various City facilities. Due to the expiration of that agreement, staff published Request for Proposals (RFP) 202324-01 for Professional Janitorial Services and the City received ten (10) responsive proposals by the submission deadline. The proposals were evaluated by a team of City staff from various departments and the City Council approved awarding a new agreement to One Main Janitorial, Inc. (One Main) at its October 30, 2024, meeting. The One Main Janitorial contract was subsequently terminated by the City without any work having been provided. The action contemplated in this report would award an agreement to the second ranked proposer, CCS Facility Services – Fresno, Inc. (CCS).

DISCUSSION:

The City has at least fifteen (15) different locations currently receiving professional janitorial service. In February 2024, the City published an RFP by advertisement in the Madera Tribune and by upload to PlanetBids, the City's online bidding platform. PlanetBids notified twenty-eight (28) vendors registered with the City and another 250 vendors who are registered with other government agencies of the opportunity to submit a bid. Additionally, the City directly notified all twenty-seven (27) janitorial service providers who hold a City of Madera business license. The City received and thoroughly evaluated ten (10) responsive bidders based on criteria specified in the RFP, including qualifications and experience, completeness of response, work plan, references, and cost. As part of the process, bidders were invited to tour the following facilities that are included in this RFP to ensure a thorough understanding of facility needs:

- City Hall
- Engineering Division on Yosemite
- Police Department
- Public Works
- Intermodal
- Frank Bergon Senior Center
- Pan-American Community Center
- Parks & Community Development/Youth Center
- Police Department
- Police Department—SIU
- Madera Municipal Airport
- Wastewater Treatment Plant
- Madera Transit Center

The following 10 vendors provided responsive bids and were scored in the order shown in Table 1, below:

Table 1: *Ranking of Responsive Vendors*

Vendor	*Weighted Score*	*Rank*
One Main Janitorial	231	1
CCS Facility Services	226	2
Quality Cleaning Professionals	210	3
Charitar Realty	204	4
Janico	179	5
ABM	175	6
Quick Shipping Solutions	168	7
Servicemaster	168	7
Impec Group	139	9
Geil Enterprises, Inc. dba Janitorial, Inc.	135	10

The City Council awarded an agreement to the top ranked vendor, One Main, at its October 30, 2024, meeting. Staff provided the current vendor at that time, Servicemaster, with notice to terminate service effective November 30, 2024, with an anticipated start date for One Main of December 1, 2024. One Main was unable to complete the process needed for contract requirements to meet City requirements, and the City provided One Main with a termination notice consistent with the terms of the agreement approved October 30, 2024. While the City provided termination notice and has directed One Main that no work be performed under the agreement, the City has advised that any supplies specific to City facilities that were purchased in anticipation of the work to be performed under the agreement will be purchased at prices consistent with the agreement. One Main has provided a list of supplies procured for the City's potential needs should they have provided services and staff is reviewing the items for conformance with the terms of the agreement. One Main will be paid for eligible expenses incurred once review is complete.

Upon discovering that One Main would not be able to comply with the contract terms, staff contacted Servicemaster to explore continued service while the process to award a new agreement was completed; they had already reassigned their staff and were not able to continue service. Currently, a team of full and part-time City staff from the Parks & Community Services

Department is providing temporary cleaning services to City facilities on an overtime/extra hours basis. These staff members are doing a great job, however this work is in addition to their normally scheduled work assignments and the model is not sustainable.

Staff contacted the second ranked vendor, CSS, who confirmed they would honor their original pricing from the RFP process and had capacity to begin service to City facilities. The proposed agreement with CSS is for a three (3) year term, with the option to extend the agreement up to three (3) additional years, not to exceed a total of six (6) years.

FINANCIAL IMPACT:

CSS's fee schedule is $741 more per month than the agreement originally awarded to One Main, however One Main's pricing included a seven percent (7%) annual escalator, while the new agreement with CSS includes a three percent (3%) annual escalator. This represents an overall savings over the life of the proposed agreement.

CSS's monthly expense for base services will be $23,998 for year one. Funds for contract janitorial services are appropriated in the adopted FY 2024/25 budget; staff does not anticipate additional funds will be needed for this service as the agreement pricing, while more than One Main, is still less than the prior provider, Servicemaster, who was in place at the time of budget development.

ALTERNATIVES:

The City Council could choose not to award the contract to this vendor and direct staff to seek additional vendors. Alternatively, the City Council could direct staff to seek a reduction in the scope of janitorial services.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1: Agreement for Services
2. CCS Facility Services Proposal

Attachment 1: Resolution and Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING AN AGREEMENT FOR JANITORIAL SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS (RFP) NO. 202324-01 TO CCS FACILITY SERVICES

WHEREAS, the City contracts for professional janitorial services at various City-owned facilities and published a Request for Proposals seeking such services; and

WHEREAS, the City received ten (10) proposals to provide requested services that were deemed responsive and timely; and

WHEREAS, the City awarded an agreement to the first ranked vendor on October 30, 2024, however said vendor was not able to meet the contract requirements and was terminated; and

WHEREAS, after evaluation and scoring of the proposals as set forth in the RFP, CCS Facility Services -Fresno, Inc., received the second-highest weighted total score and has the desired experience and capabilities to provide the requested services; and

WHEREAS, the City desires to retain CCS Facility Services – Fresno, Inc., for such services; and

WHEREAS, CCS Facility Services -Fresno, Inc., desires to provide such services to the City; and

WHEREAS, an agreement for Professional Janitorial Services has been prepared that is in the best interests of both the City and CCS Facility Services – Fresno, Inc.

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

1. The above recitals are true and correct.
2. The City Council awards an agreement to CCS Facility Services – Fresno, Inc., for Professional Janitorial Services, and approved said agreement attached hereto as Exhibit 1 and incorporated herein.
3. The resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit 1: Agreement for Services

AGREEMENT FOR SERVICES
BETWEEN
CITY OF MADERA
AND
CCS FACILITY SERVICES – FRESNO, INC.

This Services Agreement, (hereinafter referred to as the "Agreement"), made and entered into the 15th day of January, 2025, between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and CCS Facility Services – Fresno, Inc., (hereinafter referred to as "Vendor").

RECITALS

A. City desires to obtain Janitorial Services ("Services") and issued Request for Proposals (RFP) 202324-01 for said Services.

B. Vendor submitted a proposal in response to RFP 202324-01 demonstrating it is a firm specializing in providing Janitorial Services with the necessary experience to provide desired Services to the City.

C. City desires to retain Vendor, and Vendor desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Vendor agree as follows:

TERMS AND CONDITIONS

1. Term.

This Agreement shall be effective beginning on December 18, 2024, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect for three (3) years unless otherwise terminated by the City. The agreement term may be extended by the City Manager in writing for a period not to exceed three (3) additional one-year extensions.

2. Scope of Work. Vendor shall provide Services described in **Exhibit A** which is attached and incorporated by reference. Such services will begin after satisfactorily completing all contract and RFP requirements and a notice to proceed is issued by the City.

2.1 Vendor acknowledges and agrees that any Services Vendor provides to City shall be on a non-exclusive basis.

2.2 The parties acknowledge and agree that the Vendor, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise Vendor's independent judgment and shall not take

direction, directly or indirectly, in connection therewith from the City Manager, the Mayor, the City Council (or any member thereof), or any other person.

2.3 Vendor represents and warrants that Vendor is qualified to provide services described in **Exhibit A** meeting all experience, training, and current requirements thereunder.

2.4 Vendor acknowledges and agrees that Vendor's assigned staff providing services must submit to and satisfactorily complete background checks with the Madera Police Department before providing services in any City building. No staff may be assigned to provide services, even on a temporary or substitute basis, without completing this requirement. Vendor may arrange for background checks of as many staff as needed to fulfill the requirements of this agreement.

3. **Compensation.** City shall pay Vendor as follows:

3.1 Vendor shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.

3.2 Vendor shall bill City monthly and submit billing to City within five days from the end of each month. For each billing received by the fifth day of the month, the City shall make payment therefore by the 22nd day of the month. Billings submitted to City must be itemized by location.

3.3 Billings shall be submitted by email or postal mail to:

Vonny McPherson, Administrative Assistant
Public Works Department, City of Madera
1030 S. Gateway Drive
Madera, CA 93637
Email: lmcpherson@madera.gov

4. **Termination.** Remedies and Force Majeure.

4.1 This Agreement shall terminate without any liability of City to Vendor upon thirty (30) business days prior written notice by City to Vendor. This Agreement shall terminate without any liability of Vendor to City upon sixty (60) days prior written notice to City by Vendor.

4.2 In the event of such termination, Vendor shall be paid for all services provided to the City to date of termination.

4.3 Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental

damages for the breach of the Agreement.

4.4 Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Vendor and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Vendor shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence. Such notice shall be provided in accordance with Section 11. Notices of this agreement.

5. Indemnification and Insurance.

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

5.2 Insurance. Vendor shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Vendor shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. Conflict of Interest. Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit D**.

6.1 Vendor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

6.2 Vendor shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3 Vendor represents and warrants that as of the effective date hereof, Vendor represents no client whose interests are adverse to the City's.

6.4 This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Vendor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Vendor will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Vendor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Vendor is performing his respective obligations in accordance with the terms hereof.

9.1 Because of his status as an independent contractor, Vendor shall have absolutely no right to employment rights and benefits available to City employees. Vendor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together

with his other obligations under this Agreement, Vendor shall be solely responsible for all matters relating to employment and tax withholding for and payment of Vendor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Vendor may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Vendor and City. Unless specifically provided for herein, the Vendor shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Vendor shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth herein. Parties may at any time provide written notice consistent with this Section 11 modifying the designated person or delivery location.

11.1 Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4th) calendar day following date of deposit in the United States mail, properly addressed and postage prepaid.

11.2 Designated City contact for notices:

Arnoldo Rodriguez, City Manager
City of Madera
205 W. 4th Street
Madera, CA 93637

11.3 Designated Vendor contact for notices:

CCS Facility Services
Bob Bertuccelli
2695 North Fowler, Suite 110
Fresno, CA 93727

12. **Assignment.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Vendor shall not assign the payment of any monies due Vendor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Vendor directly to Vendor.

13. **Non-Solicitation.** Vendor represents and warrants that Vendor has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.

14. **Compliance with Law.** In providing the services required under this Agreement, Vendor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

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

18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. **General Provisions.**

19.1 Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

19.2 The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19.3 The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4 In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5 The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. **Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between City and Vendor. This Agreement may be modified only by written instrument duly authorized and executed by both City and Vendor.

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

CITY OF MADERA
a municipal corporation

By: _____
Cece Gallegos, Mayor

Date: _____

CCS FACILITY SERVICES

By: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

Exhibits:

Exhibit A - Scope of Work
Exhibit B - Schedule of Compensation
Exhibit C - Insurance Requirements
Exhibit D - Conflict of Interest Disclosure Form

Workplan - Scope of Services and Scheduling

SITE DESCRIPTION	DAILY TASKS PER RFP 202324-01	WEEKLY TASKS
CITI HALL	MTWTF	X
CITI HALL, FINANCE DEPARTMENT / ATTORNEY OFF.	MTWTF	X
PUBLIC WORKS	MTWTF	X
INTERMODAL	MTWTF	X
FRANK BERGON SENIOR CENTER	TWT	X
PAN-AMERICAN COMMUNITY CENTER	MTWTF	X
PARKS & COMMUNITY DEVELOPMENT – 1ST FLR	MTWTF	X
PARKS & COMMUNITY DEVELOPMENT – 2ND FLR	MTWTF	X
POLICE DEPARTMENT	MTWTF	X
PD SIU	MTWTF	X
MUNICIPAL AIRPORT	2 DAYS	
WASTEWATER TREATMENT PLANT	2 DAYS	
ENGINEERING OFFICE	MTWTF	X
MADERA TRANSIT CENTER	MTWTF	X

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

D. Required service level and frequency for each affected City facility is as follows:

1) Perform Daily (as specified in Attachment C, City of Madera Locations List)

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) <u>Perform Weekly:</u>

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

7) Additional Services

a) City may request additional cleaning outside the normal scheduled work. If requested, the appropriate crew should be able to respond within two (2) hours of contact (Monday through Friday from 8:00 a.m. to 5:00 p.m.) The fee for any additional services must be submitted as an hourly rate.

8) Optional Services*

a) City may request emergency cleaning outside the normal daily scope of work outside of normal business hours. If requested, the appropriate crew should be able to respond within two (2) hours of contact (**other than** Monday through Friday 8:00 a.m. to 5:00 p.m.) The fee for any additional services must be submitted as an outside normal business hours emergency hourly rate.

Exhibit B - Schedule of Compensation

Proposer hereby proposes to deliver to and provide janitorial services for the City of Madera, various locations, equipment, and services in accordance with the published specifications, for the following prices. For each City facility, bidder must provide total monthly/annual cost for all labor, material, and supplies (tax included) as specified in RFP.

REVISED Cost Proposal for City of Madera IFB 202324-01, Professional Janitorial Services			*Year 1*		*Year 2*		*Year 3*		*Optional Extention 1*		*Optional Extention 2*		*Optional Extention 3*	
Item	*Facility*	*Frequency*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*	*Monthly*	*Annual*
1	City Hall 205 West 4th Street	Daily (Monday through Friday)	$ 2,175.00	$ 26,105.77	$ 2,240.75	$ 26,888.95	$ 2,307.97	$ 27,695.61	$ 2,377.21	$ 28,526.48	$ 2,442.58	$ 29,310.96	$ 2,509.75	$ 30,117.01
2	City Hall, Finance Department/Attorney Offices 205 West 4th Street	Daily (Monday through Friday)	$ 1,027.00	$ 12,319.95	$ 1,057.46	$ 12,689.55	$ 1,089.19	$ 13,070.23	$ 1,121.86	$ 13,462.34	$ 1,152.71	$ 13,832.55	$ 1,184.41	$ 14,212.95
3	Public Works, 1030 South Gateway Drive	Daily (Monday through Friday)	$ 2,151.00	$ 25,812.42	$ 2,215.57	$ 26,586.80	$ 2,282.03	$ 27,384.40	$ 2,350.49	$ 28,205.93	$ 2,415.13	$ 28,981.60	$ 2,481.55	$ 29,778.59
4	Intermodal 123 North E Street	Daily (Monday through Friday)	$ 893.00	$ 10,719.98	$ 920.13	$ 11,041.58	$ 947.74	$ 11,372.82	$ 976.17	$ 11,714.01	$ 1,003.01	$ 12,035.14	$ 1,030.59	$ 12,367.14
5	Frank Bergon Senior Center 238 South D Street	Three days per week (Tuesday, Wednesday, and Thursday)	$ 878.00	$ 10,530.51	$ 903.87	$ 10,846.42	$ 930.98	$ 11,171.81	$ 958.91	$ 11,506.97	$ 985.28	$ 11,823.41	$ 1,012.38	$ 12,148.55
6	Pan-American Community Center 703 East Sherwood Way	Daily (Monday through Friday)	$ 1,484.00	$ 17,802.66	$ 1,528.06	$ 18,336.74	$ 1,573.90	$ 18,886.84	$ 1,621.12	$ 19,453.45	$ 1,665.70	$ 19,988.42	$ 1,711.51	$ 20,538.10
7	Parks & Community Devopment/Youth Center, 1st Floor 701 East 5th Street	Daily (Monday through Friday)	$ 4,432.00	$ 53,189.51	$ 4,565.43	$ 54,785.19	$ 4,702.40	$ 56,428.75	$ 4,843.47	$ 58,121.61	$ 4,976.66	$ 59,719.96	$ 5,113.52	$ 61,362.25
8	Parks & Community Devopment/Youth Center, 2nd Floor 701 East 5th Street	Daily (Monday through Friday)	$ 1,021.00	$ 12,251.95	$ 1,051.63	$ 12,619.51	$ 1,083.17	$ 12,998.10	$ 1,115.67	$ 13,388.04	$ 1,146.35	$ 13,756.21	$ 1,177.88	$ 14,134.51
9	Police Department 330 South C Street	Daily (Monday through Friday)	$ 3,899.00	$ 46,784.98	$ 4,015.71	$ 48,188.53	$ 4,136.18	$ 49,634.19	$ 4,260.27	$ 51,123.22	$ 4,377.43	$ 52,529.10	$ 4,497.80	$ 53,973.66
10	PD SIU 330 S C St	Daily (Monday through Friday)	$ 963.00	$ 11,557.74	$ 992.04	$ 11,904.47	$ 1,021.80	$ 12,261.61	$ 1,052.45	$ 12,629.46	$ 1,081.40	$ 12,976.77	$ 1,111.14	$ 13,333.63
11	Municipal Airport 4020 Aviation Drive	2 days per week	$ 718.00	$ 8,614.34	$ 739.40	$ 8,872.77	$ 761.58	$ 9,138.96	$ 784.43	$ 9,413.13	$ 806.00	$ 9,671.99	$ 828.16	$ 9,937.97
12	Wastewater Treatment Plant 13048 Road 21 1/2	2 days per Week	$ 1,106.00	$ 13,268.23	$ 1,138.86	$ 13,666.28	$ 1,173.02	$ 14,076.27	$ 1,208.21	$ 14,498.56	$ 1,241.44	$ 14,897.27	$ 1,275.58	$ 15,306.94
13	Engineering Office 428 E Yosemite Ave.	Daily (Monday through Friday)	$ 1,522.00	$ 18,262.10	$ 1,567.50	$ 18,809.96	$ 1,614.52	$ 19,374.26	$ 1,662.96	$ 19,955.49	$ 1,708.69	$ 20,504.26	$ 1,755.68	$ 21,068.13
14	Madera Transit Center 1951 Independence Dr	Daily (Monday through Friday)	$ 1,729.00	$ 20,743.76	$ 1,780.51	$ 21,366.07	$ 1,833.92	$ 22,007.06	$ 1,888.94	$ 22,667.27	$ 1,940.88	$ 23,290.62	$ 1,994.26	$ 23,931.11

Optional Services		*Year 1*	*Year 2*	*Year 3*	*Optional Extention 1*	*Optional Extention 2*	*Optional Extention 3*
Item	*Description*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*	*Hourly Rate*
A	Emergency Hourly Rate (response within two (2) hours of contact Monday through Friday from 8:00 a.m. to 5:00 p.m.)	$ 45.00	$ 45.00	$ 45.00	$ 50.00	$ 50.00	$ 50.00
B	Outside Normal Business Hours Emergency Hourly Rate (response within two (2) hours of contact any time **other than** Monday through Friday from 8:00 a.m. to 5:00 p.m.)	$ 55.00	$ 55.00	$ 55.00	$ 60.00	$ 60.00	$ 60.00

Proposals shall be valid for a minimum of 180 days following submission.

BID PROPOSAL AUTHORIZATION

Date	12/12/2024
Company Name	CCS Facility Services
Street Address	2695 N Fowler Ave
City/State/Zip	Fresno, CA 93727
Federal Tax ID Number	20-5877574
Phone Number	(669) 328-4278
Person Preparing Proposal	Bob Bertuccelli
Title	Business Development Manager
Email Address	bbertuccelli@ccsbts.com
Signature of Person Preparing Proposal	#UNKNOWN!

EXHIBIT C
INSURANCE
REQUIREMENTS

A. Insurance Requirements.

Vendor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Vendor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____ Signature

_____ _____ (name)

_____ _____ (address)

_____ _____ (city state zip)

_____

_____

_____

☐ Additional page(s) attached.

Attachment 2: CCS Facility Services Proposal

Proposal for Commercial Cleaning Services



March 14, 2024

Contents

Cover Letter, Page 3

Qualifications and Experience, Page 5

Work Plan, Page 32

Addenda, Page 47

Attachments, Page 50

March 14, 2024

Jennifer Stickman
Procurement Services Manager
Finance Department
City of Madera
205 W. 4th Street
Madera, CA 93637

Dear Jennifer:

The City of Madera brand conveys quality, and you deserve a quality vendor partner to help carry out that brand promise. As your vendor, CCS Facility Services would work extremely hard to uphold these standards.

When we were small, we were thinking big: about how to reinvent this industry and provide a higher level of professionalism and service to customers. As we've become bigger, we've been careful to think small: remaining focused on the details important to our customers.

To bring you the highest possible value, we work hard to innovate and execute at a high level of performance. To deliver the most for every penny you spend, we expect the very best from every employee in our company.

Our drive and efficiency in the right business areas create opportunities for reinvestments in other critical areas, including a team of specialized supervisory and customer support roles much broader than our competitors. Other reinvestments include industry-leading job site and business technologies. These investments in leadership and technology optimize the overall impact of your investment in CCS as the City of Madera's janitorial vendor.

The last few years have been a time of tremendous change, placing a more intense focus on providing healthy workplaces and buildings to the people you serve. CCS Facility Services never slows down in our learning and training on how to deliver the highest quality clean to our customers.

With more than 35 years of expertise and experience, every member of the CCS Facility Services team is committed to delivering the results and confidence the City of Madera expects. We work hard to be the very best, with service and value that stands above the competition. We look forward to developing a long, productive relationship with you and your team. Thank you for the opportunity.

Sincerely,

Bob Bertuccelli

Bob Bertuccelli
Business Development Manager

CCS Facility Services
2695 North Fowler, Suite 110
Fresno, CA 93727
559-348-1090
ccsbts.com

Let's get to work.

Janitorial service is a **big** element of a facility's operations. You need expert service to keep your facility clean and running smoothly.

CCS Facility Services knows what it takes to determine the resources, plot out the workplan, secure the products and equipment, and deploy the right staff to get the job done – to your exact specifications.

This proposal reflects your critical needs in a commercial cleaning partner, and we are excited to construct a solution for you.





Qualifications & Experience

for City of Madera

Executive Summary

In 1988, CCS Facility Services was founded as Commercial Cleaning Systems with a small footprint in Denver, Colorado. Over the next three decades, with the sole mission of "being the best," CCS became the largest provider of janitorial services in the state of Colorado and has since expanded to multiple states. Our focus of delivering a high level of customer service along with superior cleaning has been the key element for success.

Our niche position in the integrated facility services market means that we are large enough to enjoy economies of scale that we pass onto our customers and right sized to deliver the detailed attention each facility deserves. However, our path to "big" has been the result of a careful commitment to think "small" – through a focus on every customer, every property, every detail, every day. **"Big" is not nearly as important as "best."**

What does CCS' size and strength mean to City of Madera? **It means that our team has the capacity to respond to client needs quickly and effectively**. Our geographic market density, built over decades, provides a distinct advantage to our customers. Our robust operational structure ensures that our daytime managers are inside their properties checking on performance and touching base with customers on a regular basis, and our nighttime managers are checking quality and working with their teams in each building **every single night**. It means that our building engineers are on the job and ready to go, keeping your facilities up and running to the highest standards in the industry.

We've got you covered – 24/7. With significant personnel and equipment resources ready to work for City of Madera, CCS is structured to consistently deliver excellence day in and day out. Should special needs arise, whether planned or unplanned, we are well prepared to respond quickly, reliably, and effectively. Between our emergency response capabilities, our team of floaters ready to deploy, an extensive fleet, and long-standing supplier relationships, CCS' deep bench of resources represents an unmatched infrastructure that can expertly serve City of Madera's portfolio.

Additionally, we continue to grow in our service offerings for customers. From ISSA's GBAC STAR Service and CIMS-GB programs to LEED, WELL, Fitwel expertise and more, we invest in knowledge, accreditations, and certifications to make ourselves a better partner to you.

In short, CCS is uniquely qualified to effectively start and serve City of Madera right away.

Our goal in this RFP is to grow our partnership with City of Madera by demonstrating that we are your best option for both service and value.

We are a company built to serve.

24/7, Hardwired Communication Process

CCS' Technology-Enabled Communication System

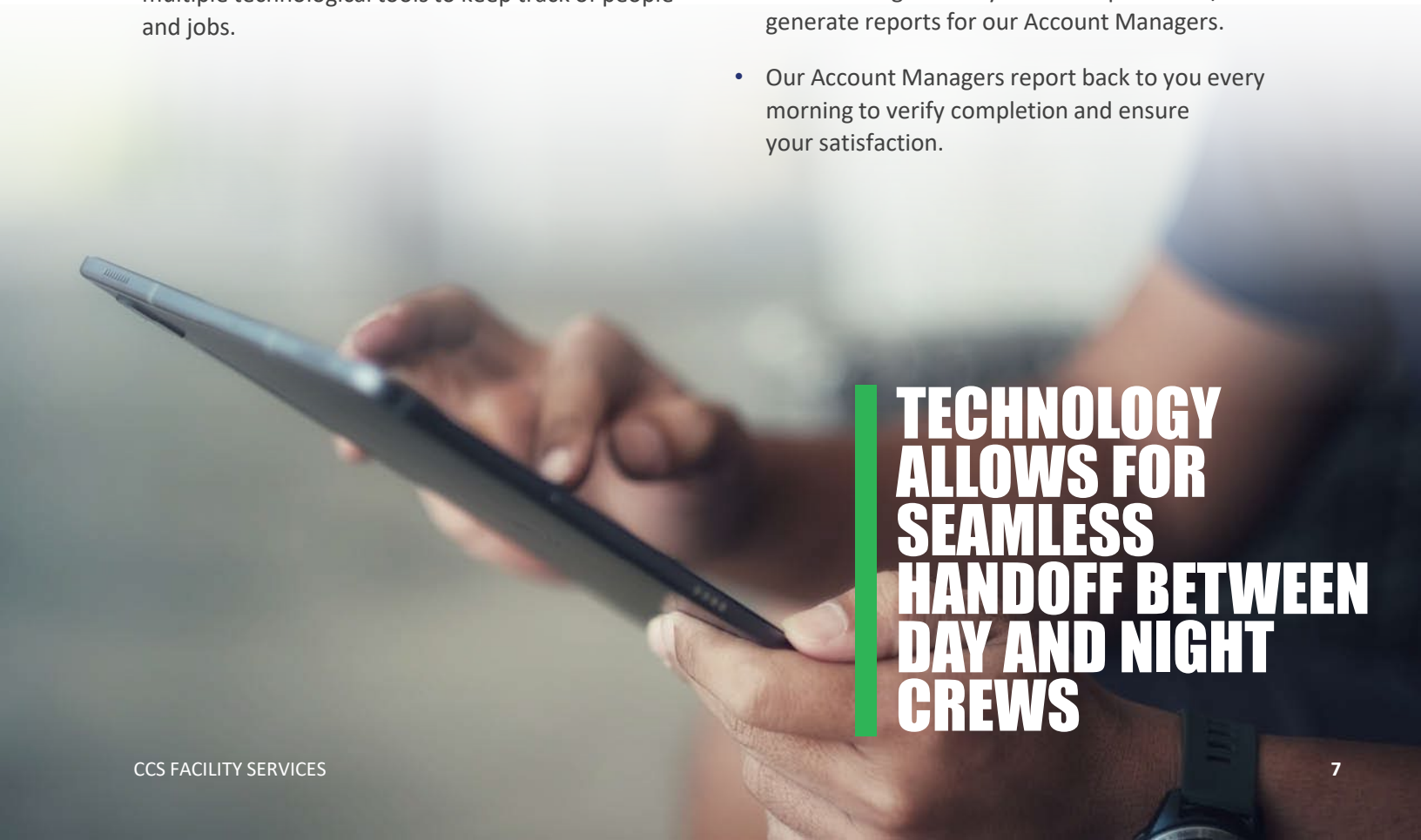
CCS Facility Services knows that communication is critical to service excellence. Communication between all stakeholders, from everyone on the City's team to everyone on your CCS team, is what sets us apart from the rest.

Communication is the key to effectively and reliably address any special needs or requests in a timely manner. We pride ourselves in providing quick completion of all requests. We have a software-based communication system that assures our nightly managers are informed of requests and building needs.

Our communications strategy is **both an art and a science**: we have a robust communications protocol with built-in, manager-directed redundancy to ensure nothing falls through the cracks as well as multiple technological tools to keep track of people and jobs.

Here's how it works:

- Building Leads, supervisors, and managers keep close tabs on work performance.
- This includes staying close with our customers to understand and address concerns and needs.
- Deficiencies are immediately corrected where possible. Where this is not possible, they are formally reported.
- Mobile communications for all managers facilitate speed and accuracy in reporting.
- All reported work items are entered into our work ticket system, overseen by our Communications Managers.
- These managers verify work completion 24/7 and generate reports for our Account Managers.
- Our Account Managers report back to you every morning to verify completion and ensure your satisfaction.



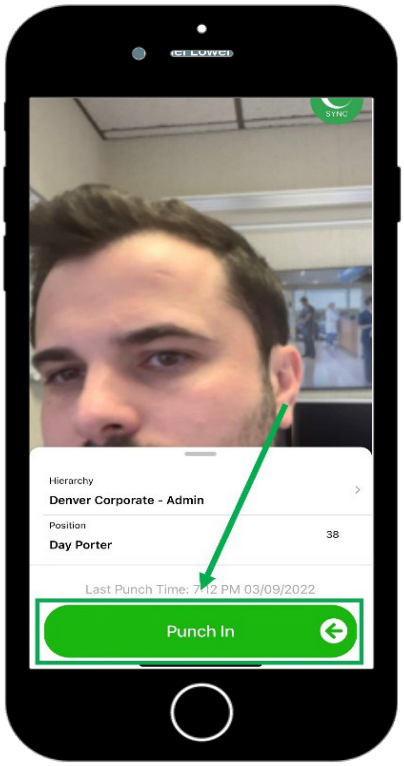
TECHNOLOGY ALLOWS FOR SEAMLESS HANDOFF BETWEEN DAY AND NIGHT CREWS

24/7, Hardwired Communication Process

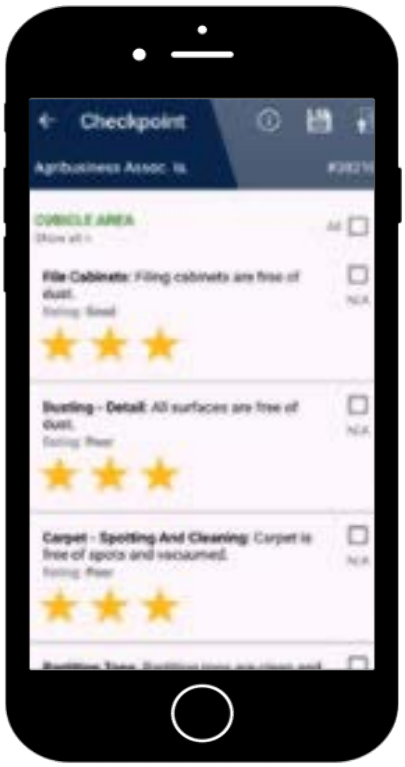
Technology & Processes to Follow Up & Follow Through

Our investment in technology helps us get the job done **to give you peace of mind**:

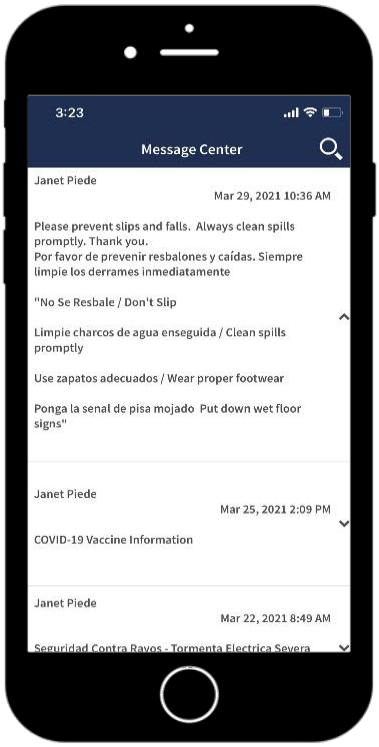
1. **Production software**: aligns and builds all scheduling, training and site-required needs
2. **Electronic timekeeping**: tracks staff clock in/clock out in real-time and course correct if needed
3. **Software-based work ticketing system**: ensures real-time ticket processing and status
4. **Mobile communications for all managers**: provides instant access to schedules, proposals, checklists, photos, and more
5. **Digital supply inventory management**: proprietary CCS app that ensures both your team and ours can track supplies in real-time
6. **Cloud-based system**: Office 365 allows CCS to pull up contracts, photos, and other customer needs on-the-spot



Electronic, Geo-targeted Timekeeping



Work Ticketing System



Employee Portal

The CCS Communication Engine

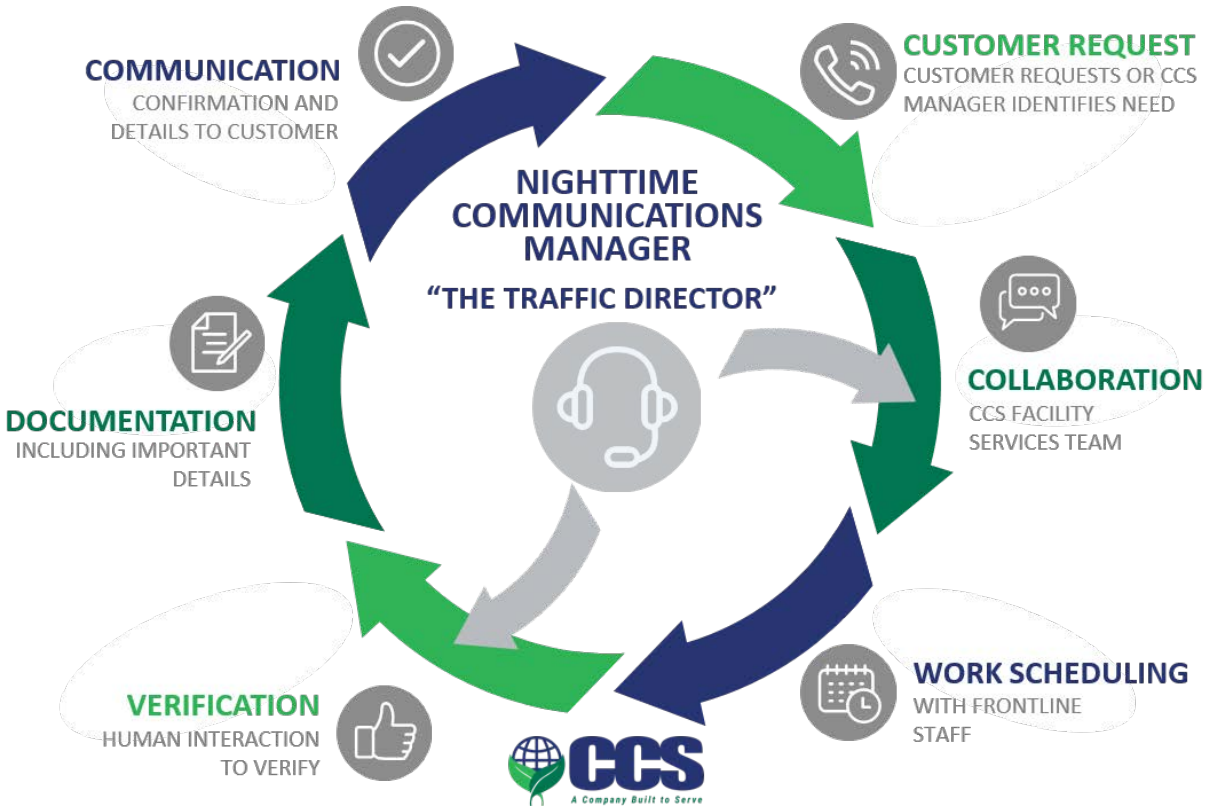
How do we know the job gets done, both day and night?

CCS' robust communication engine has a **role dedicated to job-specific communications in place 24/7** dedicated to communicating facility needs and documenting work ticket status to keep Account Managers up to speed. We call it an "engine" because it has multiple moving parts that ensure the job gets done!

Plus, the nighttime communications manager, **a role unique to CCS,** maintains a nightly Work Ticket Status Report so Account Managers and branch leaders know what occurred overnight – every night.

Across every day of every week, information relative to a customer's scope of work is shared between multiple stakeholders. Our communication engine pictured below funnels data into a human-attended work ticket system, where items are closed out both electronically and via verbal and photographic confirmation – every day of the week. Work items collected throughout the day and night are executed day and night, with verification of task completion communicated back to customers by your Account Managers.

THE CCS COMMUNICATIONS ENGINE AT WORK TO ENSURE WE GET THE JOB DONE FOR YOU



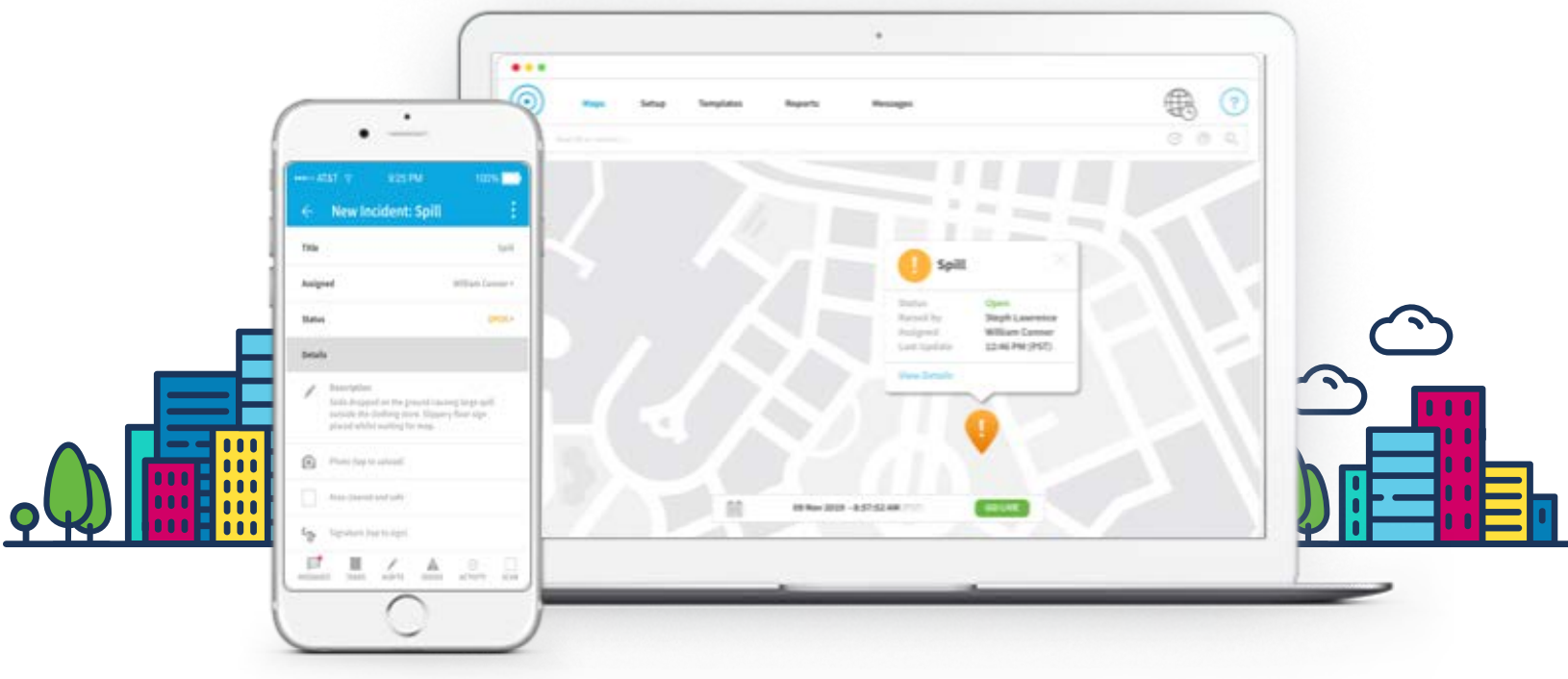
Real-time Workforce Oversight

Janitorial and facility engineering are critical services that need to run efficiently. Understanding which teammate is in what space performing specific tasks in the scope of work allows customers to feel confident in their building services provider.

That is why CCS Facility Services invested in Lighthouse, a “command center” for our day and nighttime workforce. Pulling real-time data from wireless/Bluetooth beacons throughout job sites, Lighthouse ensures that our teams are where they are supposed to be getting the job done, and then that data is translated into cloud-based reporting to improve quality and lower cost and improve safety.

Lighthouse’s functionality delivers:

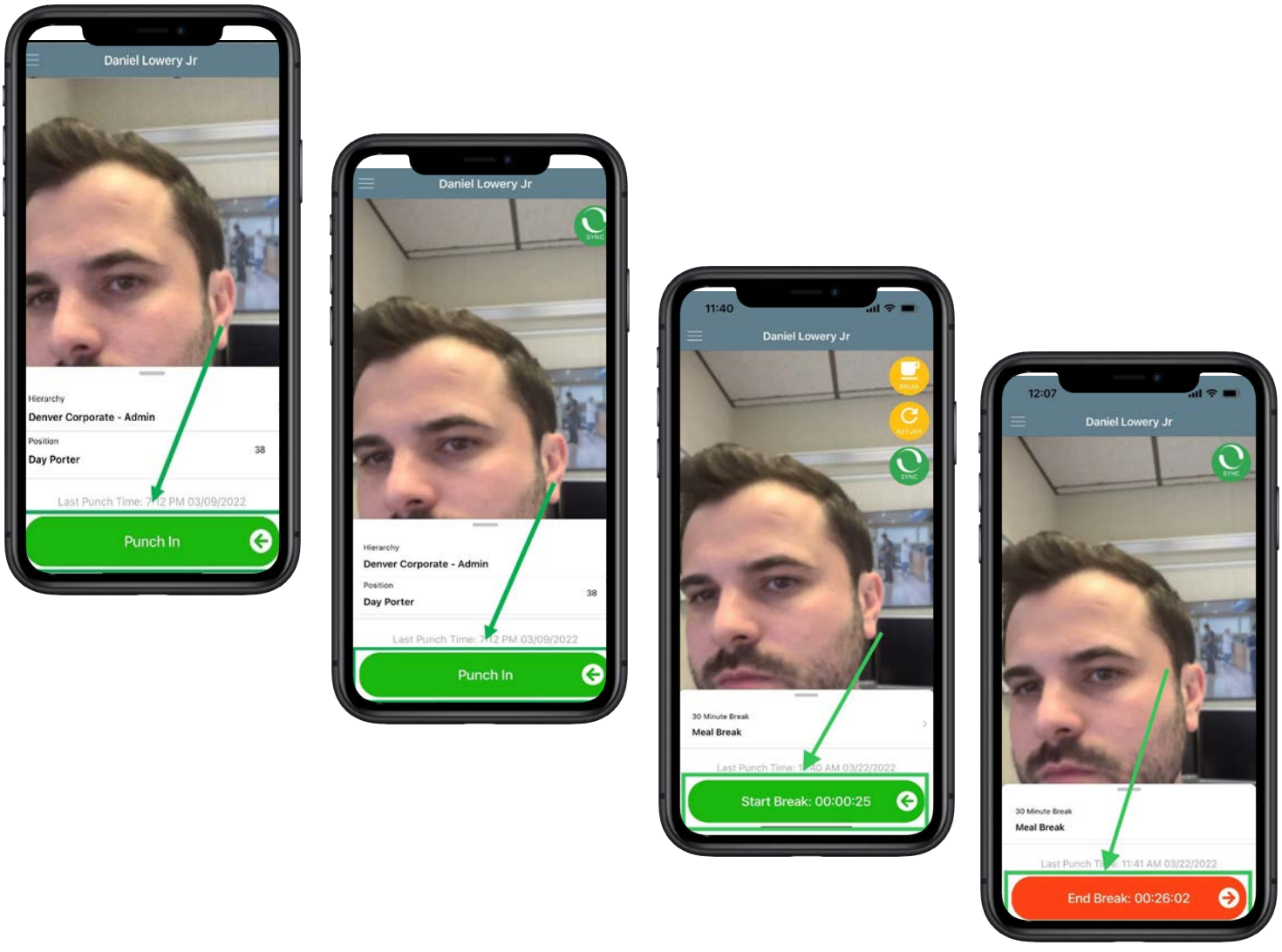
- Recording shifts
- Sending/receiving messages
- Managing tasks
- Reporting issues
- Live feed of activity
- Issues and service failures in real time
- Real-time maps of employee placement
- Optimizing routes



CCS Technology in Action

FINDD: Electronic and Geofenced Timekeeping System

- Facial recognition to ensure correct employees on site
- Real-time alert to supervisor if employee does not punch into shift
- Clock in and clock out timed to labor standards
- Alerts when punches are missed



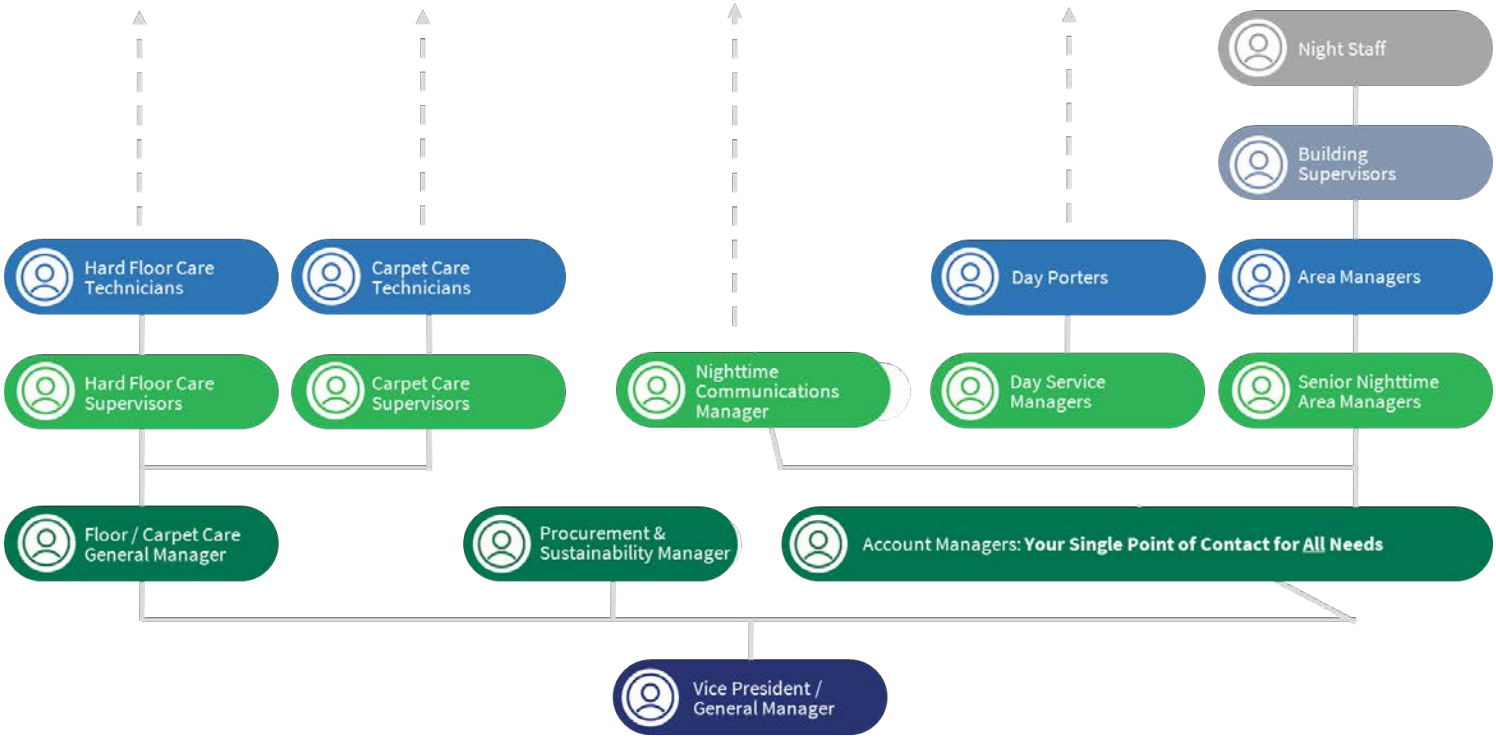
Hardwired Quality Assurance Through Multi-tiered Supervisory Structure

The CCS Facility Services branch infrastructure is designed to support the field that supports our customers. **That's why the customer is at the top**. All company roles are charged with ensuring that our customers' full scopes of service are met with excellence.

When it's time to work, your CCS team is **on-the-job and ready to go.** Our supervisors are in the field during all shifts, providing quality assurance and job-specific feedback. In fact, our hardwired QA protocol includes:

- Creating scope of work checklists, from space-specific protocols to preparing for VIP visitors
- Define quality standards for each item
- Document needs through work ticketing system
- Report back as needs are addressed
- See results instantly and resolve deficiencies

ACCOUNTABILITY IS A CCS CORE VALUE

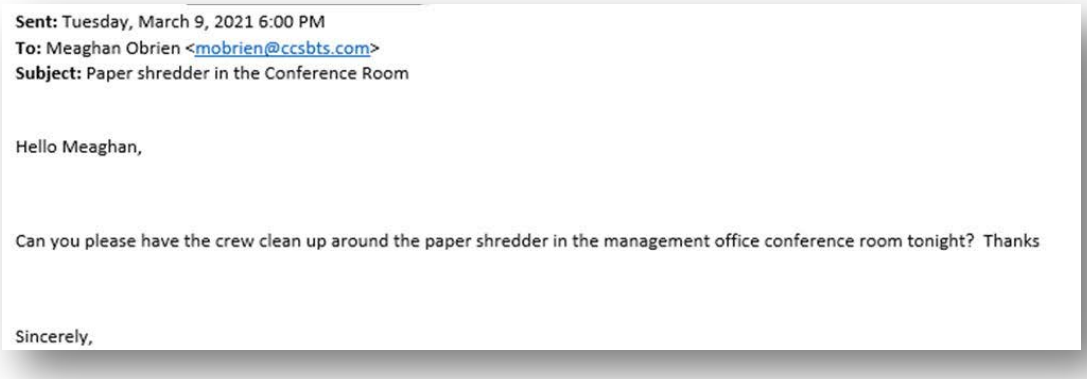


Quality Assurance Process: Start to Finish

CCS Facility Services has hardwired processes in place to ensure we get the job done, from the daily scope of work to unique requests from customers. Below is our documented, multi-step QA process from start to finish:

1 REQUEST FROM CUSTOMER

The customer contacts his or her CCS Account Manager to communicate request. If needed, your CCS Account Manager will visit the site to ensure full understanding of the request.



Sent: Tuesday, March 9, 2021 6:00 PM
To: Meaghan Obrien <mobrien@ccsbts.com>
Subject: Paper shredder in the Conference Room

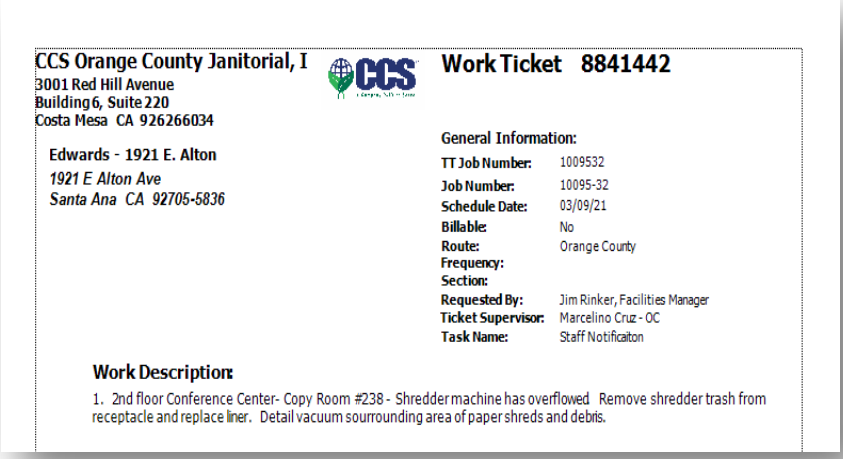
Hello Meaghan,

Can you please have the crew clean up around the paper shredder in the management office conference room tonight? Thanks

Sincerely,

2 COLLABORATION

All work tickets are completed by 5:30pm each day and electronically sent to Night Area Managers. The CCS Account Manager meets with Night Area Managers daily to communicate work tickets and any other details.



CCS Orange County Janitorial, I
3001 Red Hill Avenue
Building 6, Suite 220
Costa Mesa CA 926266034

Work Ticket 8841442

Edwards - 1921 E. Alton
1921 E Alton Ave
Santa Ana CA 92705-5836

General Information:

TT Job Number:	1009532
Job Number:	10095-32
Schedule Date:	03/09/21
Billable:	No
Route:	Orange County
Frequency:	
Section:	
Requested By:	Jim Rinker, Facilities Manager
Ticket Supervisor:	Marcelino Cruz - OC
Task Name:	Staff Notificaiton

Work Description:

1. 2nd floor Conference Center- Copy Room #238 - Shredder machine has overflowed Remove shredder trash from receptacle and replace liner. Detail vacuum sourrounding area of paper shreds and debris.

3 WORK SCHEDULING

Night Area Managers communicate the work that needs to be completed to supervisors/leads at your building. Supervisors/leads are responsible for ensuring completion.

Quality Assurance Process: Start to Finish

4 CONFIRM WORK IS COMPLETE

Night Area Managers often visit the building in person to inspect proper completion. CCS encourages taking before and after photos of all work ticket items.





5 DOCUMENT TICKET COMPLETION

Night Area Managers send completion notes to Night Communications Manager to be logged in WinTeam work ticketing system and closed.

6 NIGHTTIME COMMUNICATIONS MANAGER REVIEW

The Night Communications Managers works from 9pm to 5am compiling completion notes from the work tickets written that day. At the end of his/her shift, an electronic communication log is compiled and emailed to all Account Managers, VPs and General Managers.

7 CONFIRM COMPLETION

Account Managers communicate completion notes and send photos to the property manager making the original request. CCS ensures communication prior to the start of each workday so that managers can close communication with tenants, if need be.

Good morning Glenn,

The crew was able to clean the paper shredder area last night. Attached for your tenant are before and after photos. We also detail vacuumed under the desks and moved the filing cabinet to be sure to get all the pieces of paper.

When we were inspecting the suite, we also noticed that a few lights are out in the conference room. Would you like for us to replace the lightbulbs? The day porter can do this today or we can have the night crew complete tonight.

Thanks, and let us know if there is anything else that we can do for you.

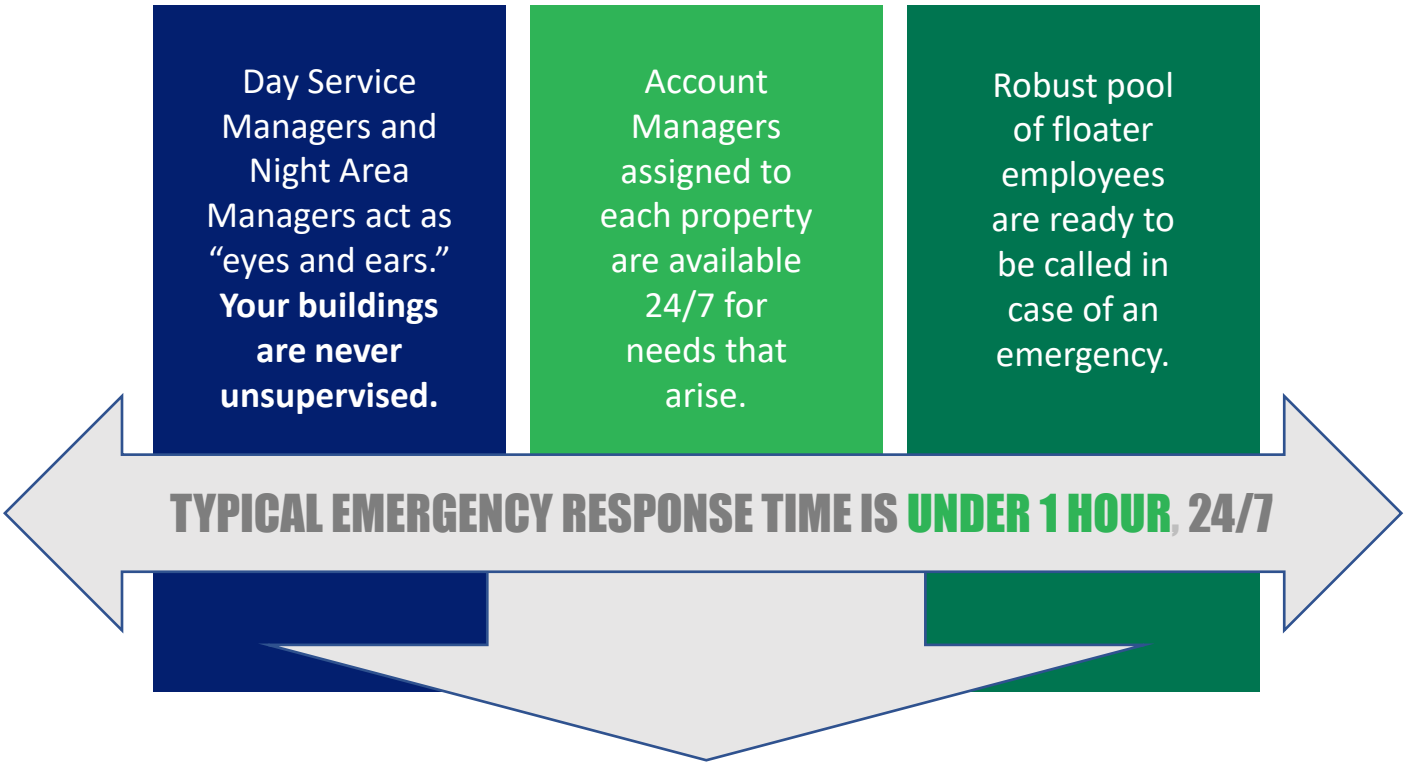
Emergency Response Capabilities: The Capacity to Flex

Having the flexibility to respond quickly and effectively is critical in times of emergency. In addition to our trained emergency response technicians, we can flex from our significant team of floaters and other teammates who can be responsive in times of need.

This means we have resources that can be deployed to you whenever needed to service facilities during emergency situations.

In addition, CCS Facility Services has a dedicated team of floor care experts who will help with any emergency clean-up from leaks or other significant events that may arise.

Finally, CCS' Account Managers are available 24/7 for any emergency needs.



Save our customers money and decrease our customers' risk

Leading Edge Equipment

Our team needs the right tools to provide the best cleaning for our customers. For CCS, that means a commitment to investing in the best equipment that delivers not only an exemplary clean but also minimizes impact on the environment and protects our employees' physical health.

Getting leading edge equipment minimizes risk. Dust and particles in air can have direct short- and long- term impacts on the health and productivity of people inside a building. That's why CCS uses the highest quality equipment that meet or exceed LEED and Carpet and Rug Institute (CRI) requirements.



CRI Green Label Vacuums effectively pick up dirt and contain it within the vacuum instead of redistributing it in the air with vacuum exhaust. These vacuums are cordless and able to be worn as backpacks, allowing for less strain on the back, shoulders, and neck.



Battery-Powered Scrubbers provide the ease of a mop but deliver the clean of a walk-behind floor scrubber. This tool increased productivity and reduces the risk of slip and fall injuries.



Ride-On Auto Scrubbers deliver a higher rate of productivity and allow for 360-degree visibility by the rider and provide 100% water pick up for safe, dry floors.



Wet Vacuums are an essential part of our supplies. Rubber padding is included to protect walls, baseboard, and furniture from damage. Our vacuums meet CRI requirements to best serve our employees and customers.



High Speed Floor Burnishers polish floors to return them to their original high shine. This piece of equipment reduces operator fatigue with its extremely low vibration and ease of transport. It works expertly on uneven floors, increasing efficiency and productivity among workers.



Swing Machines are used to polish, scrub, and strip floors at adjustable speeds depending on the operation. Its simplified design helps reduce maintenance costs and increase efficiency.

THE CCS FACILITY SERVICES DIFFERENCE

Dedicated Floor Care Program

Commercial facility flooring experiences tremendous wear and tear, from staff and visitor traffic to delivery equipment and more. Your flooring is one of the first things people encounter when they enter the building, and perception of unclean floors can color tenants' and visitors' impressions of the overall building. Routine floor care will save you money down the line and help reinforce the overall cleanliness of your facility.

Hard floor restoration and carpet care require unique skills, which is why CCS has a dedicated Carpet Cleaning & Floor Care Division headed by an experienced management team with a combined 250 years of experience.

Based on our customers' unique needs, we can provide:

- Carpet cleaning and deep cleaning
- Floor restoration
- Preventative maintenance
- Water restoration

CCS' extensive expertise in the care and maintenance of any type of flooring can meet the needs of any commercial facility: hardwood, tile, laminate, carpet, or vinyl.

After each cleaning, a member of this dedicated CCS team walks the building before the next business day, carefully inspecting the quality and completeness of the carpet cleaning or floor restoration.

Our investment in this program includes certified Carpet Cleaning Technicians through the IICRC.

IICRC
Institute of Inspection Cleaning and Restoration Certification

WITH PROPER PREVENTATIVE MAINTENANCE, FACILITIES CAN DOUBLE THE LIFESPAN OF FLOOR & CARPETS

Carpet Cleaning: Equipment & Chemicals



Portable Extractor

The Hydro-Force Nautilus Extreme MXE Portable Extractor is a powerful carpet and hard surface cleaner, with the added benefit of a flood extractor. It includes a high capacity 18.3GPM auto pump and two powerful Ametek-Lamb stage vacuum motors to quickly provide **hot water extraction**. It includes a 500 PSI pump that allows for cleaning without Gekko tools.



Truck Mount Extractor

The Apex 570 has a 90-gallon waste tank, titanium wand, 150' vacuum and solution line, and a 50' garden hose and provides another option for **hot water extraction**. This extractor is powered by a liquid-cooled cast iron Kubota engine and delivers consistent high heat for the best clean. The Helical Tri-Lobe HF 408 Blower produces less vibration ensuring better dry times.



Power Drying Fans

CCS Facility Services has 100+ fans ready to deploy in case of an emergency or when hot water extracted carpets need to be dried quicker in high-trafficked areas.



Rotating Brush Machine

Used primarily for **low-moisture cleaning**, the Hydro-Force Brush Pro 17" Counter-Rotating Brush Machine is used for encapsulating carpet blemishes to restore carpet. The cylindrical brush agitation carries soil from the bottom to top so it can be encapsulated and removed through later vacuuming. It is used often and due to its quiet operation and nearly instantaneous drying, making it usable both during and outside of business hours.



Dry Compound

The Brush Pro Dry Compound imbedded with cleaning agents that lift and separate soil from fibers then absorbs into the compound for easy removal, leaving carpets dry and ready for use immediately. The SDS is attached separately.



Carpet Cleaning Pre-Spray

Bridgepoint Systems' Flex Powder is a hot, ultra-concentrated, Citrus Solv enhanced, high alkaline pre-spray for carpets needing a restoration cleaning. It begins to work on contact at dissolving grease and oils in minutes to prepare for extraction. It dissolves quickly and is used by our team before hot water extractions. The SDS is attached separately.

THE CCS FACILITY SERVICES DIFFERENCE

Professionalism in the Workplace

Our team is a reflection of your facility, and we take that very seriously.

Staff are clearly trained on dress code + we will work with clients on specific uniform requests.

Employee Uniforms:

- **Day Staff**
  - ✓ Work shirt with CCS logo
  - ✓ Work pants
  - ✓ Work jacket
- **Night Staff**
  - ✓ Apron/smock with CCS logo
  - ✓ Work pants
- **Appearance Expectations**
  - ✓ Non-slip, closed-toed shoes
  - ✓ Minimal jewelry
  - ✓ Tidy hair and facial hair



Poster Reinforcing Appearance Displayed in Janitorial Closets



Employee ID Badges

- Provided by CCS
- Always worn on duty with facility-specific security badges if needed

Equal Employment Opportunity Policy

CCS Facility Services is committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service membership or veteran status, marital status, age, medical condition, genetic information, disability, or any other status protected under federal, state, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to recruitment, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.



Robust Recruitment Effort

CCS plans and works to maintain a quality, stable workforce at each of our facilities. This starts with careful recruiting to identify candidates who are **suited for the job** and likely to **stay on the job**.

Recruiting is a challenging endeavor in today's market. It requires a high level of professionalism and intentionality to succeed. Our large, trained, and dedicated recruiting team does an exceptional job bringing quality candidates to the hiring process for evaluation.

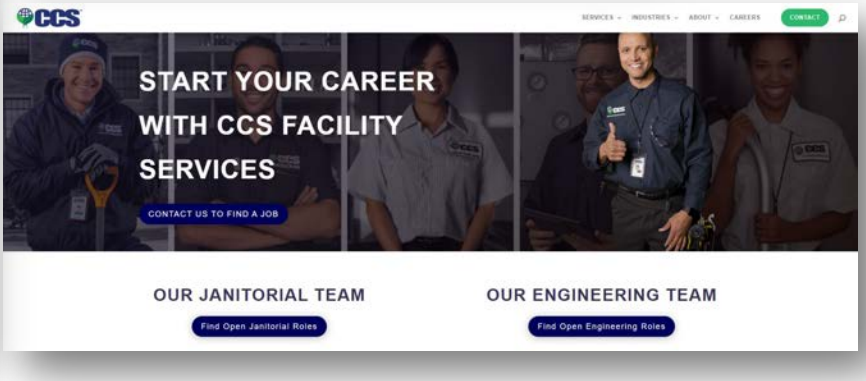
Facilitated by our hiring offices, mobile hiring capabilities, and trained recruitment team, CCS uses multiple methods to identify and draw quality employment candidates for interview. These include:

- Employee referrals
- Social media
- CCS Facility Services website (ccsbts.com)
- Community bulletin boards
- Extended hiring office hours – evenings and weekends
- "On the street" campaigns

ALL OUR TEAM:
CCS DOES NOT SUBCONTRACT
All Staff Are W-2 Employees & Are Managed by CCS Personnel







Right People, Right Preparation, Right Place

Hiring is critical and retaining talent even more so.
CCS Facility Services carefully identifies and vets candidates and conducts thorough employment history checks, criminal background and additional checks per the requirements of the contract prior to placing an employee at a facility.

Once on board, the training starts and then it never stops. Our core value of **Continuous Improvement** is reflected in our multi-step staff training program.

CCS STAFF ARE ALL EMPLOYED: NO SUB-CONTRACTORS

TRAINING, TRAINING & MORE TRAINING

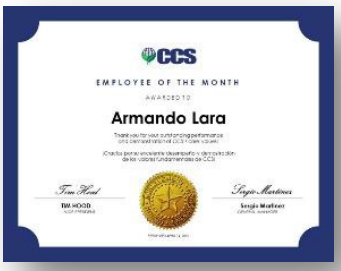


Celebrating Exceptional Service

Our retention strategy is to recognize, invest, promote from within, **and always show that we care.** The majority of our frontline supervisors and Account Managers came from the field, so they know what customers value **and** what staff need to be supported. From *Employee of the Month* to *On The Spot* impromptu recognition, CCS honors our incredible staff on a regular basis – and we love when our clients join us in the celebrations!







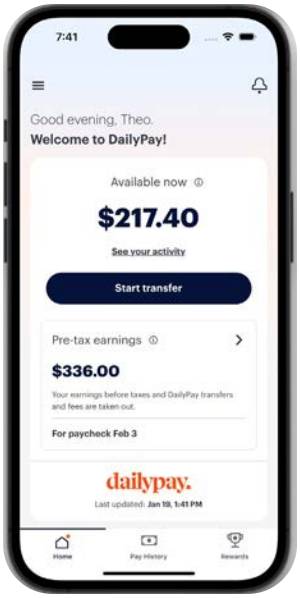
Employee of The Month Certificate



On the Spot Recognition

dailypay.

Helping our teammates thrive is part of our promise to them. We provide a service called DailyPay, which gives employees **access to earned wages the very next day**, instant transfers for times of need, and tools for saving and financial wellness.





Scan here to watch some of our employees being recognized and sharing what CCS means to them.

Industry-leading Employee Retention

There is no CCS Facility Services without the tremendous commitment of our staff, and we are committed to providing the best all-around experience for staff to feel supported, especially our frontline teammates.

We retain field staff on average well over a year, which is at least double the industry average. That number is **several times higher for critical positions**, including day porters, leads, supervisors, floor techs. Key administrative and managerial positions is higher still, approaching a decade of service for these employees. More than 80% of leadership positions, from building leads and up, were **promoted from within** the company.

CCS Facility Services employees not only stay longer, **but they overwhelmingly recommend the business as a great place to work**. We benefit from employee recommendations every day.

CCS is proud of our turnover rate relative to the entire industry, but we can always do better. Our Corporate Citizenship / ESG goals around turnover include:

- Reduce overall turnover by 10% by the year 2025
- Grow our rate of internal promotion of 80% or higher

92%

of CCS employees would recommend CCS as a great place to work

CCS Employee Satisfaction Survey 2022



Scan here to learn more about CCS' Corporate Citizenship program.

Our Role in Facility Safety and Security

A safe facility is a strong facility.

Each facility has safety and security needs specific to the property and it is the responsibility of everyone working within the space to both follow and reinforce safety procedures. We will learn and adhere to your protocols, which complements our custom-developed, extensive safety and security training. This is a critical part of our new employee onboarding and then messaged through ongoing training and communications.

WE TAKE VERY SERIOUSLY OUR RESPONSIBILITY TO KEEP YOUR FACILITY SAFE

CCS Safety in Action:

- In-depth safety training during onboarding
- Daily written and verbal safety messages delivered through CCS employee digital portal
- Janitorial closet posters for site-specific safety
- Employee badges can be worn 100% of the time
- Quality assurance by supervisors
- CCS-specific safety videos accessed through mobile employee portal to reinforce best practices



Background Checks

CCS Facility Services utilizes GHRR in order to ensure proper screening and vetting of employees. We know the importance of finding the best candidates and how that contributes to our success at customer sites. These background checks include, but are not limited to, social security verification, criminal record checks, drug testing, employment history, and motor vehicle records. The tests required are subject to change and are dependent upon the needs of the customer and the contract requirements.

In addition, CCS Facility Services fully complies with federal law via participation in the I-9 program. We employ a third-party administrator to oversee this work, including electronic processing, to ensure that our I-9s are accurate, complete, and fully compliant with program requirements. This is accompanied by careful candidate interviews, background checks (customized to customer requirements), and reference checks. We are not presently subscribed to the optional federal E-Verify program.

WE TAKE THE SAFETY OF YOUR BUILDING VERY SERIOUSLY

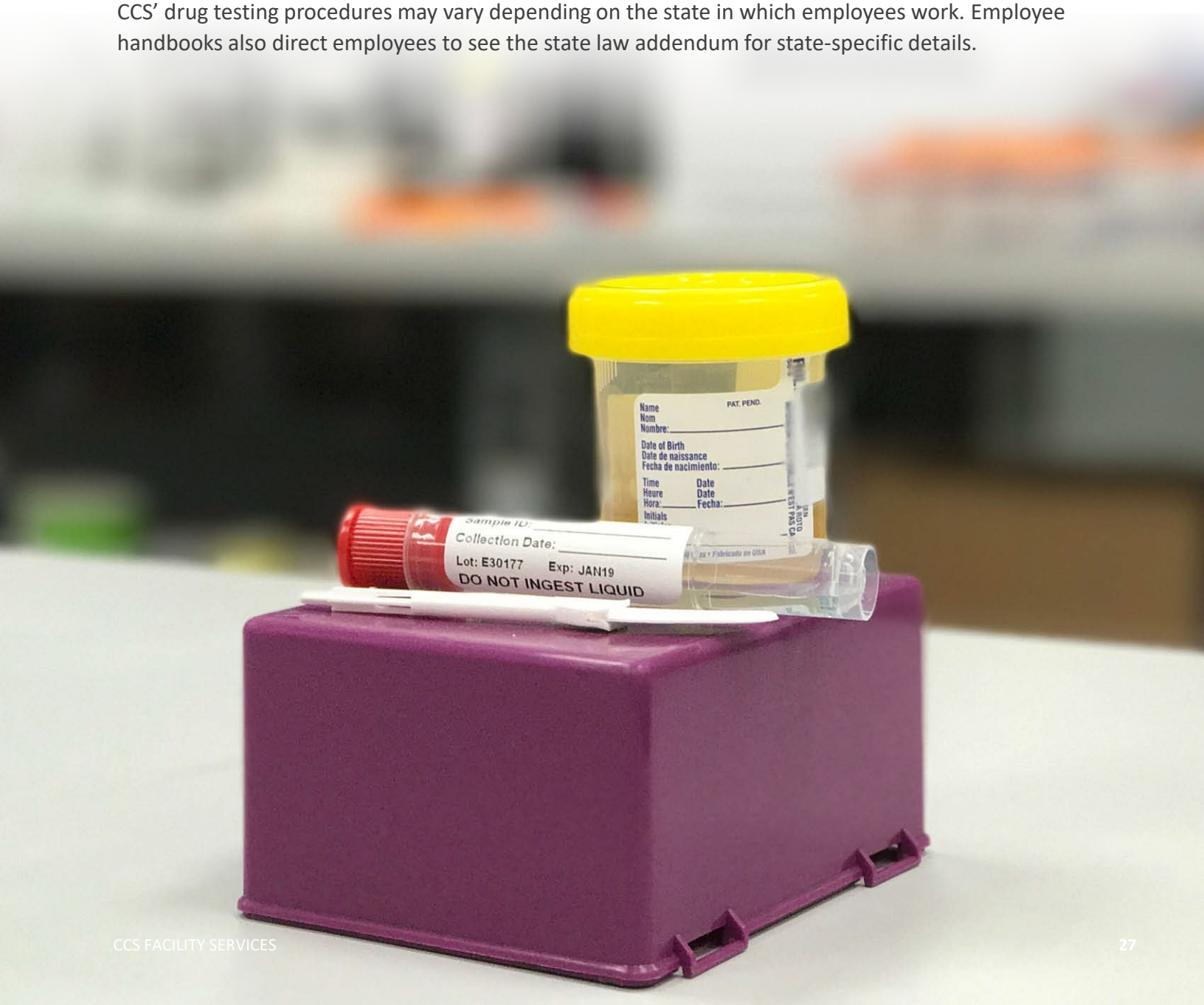


Policy on Alcohol/Drug Use

Alert and rational behavior is required for the safe and adequate performance of job duties. Therefore, working after the apparent use of alcohol, a controlled substance, or abuse of any other substance is prohibited.

Furthermore, it is prohibited to have possession of, sale, distribution, transference of, or use of illegal drugs and alcoholic beverages during work. Showing up to work under the influence of alcohol and/or drugs and the handling of the substances are reasons for immediate termination. To smoke or chew tobacco is not allowed during the work hours. It is prohibited to sell any article, to bet, or distribute any information that is not in relation with work.

CCS' drug testing procedures may vary depending on the state in which employees work. Employee handbooks also direct employees to see the state law addendum for state-specific details.



Weapons Policy

CCS Facility Services strictly prohibits weapons of any type in its facilities, at any client locations, and facilities or company-sponsored events. This includes visible and concealed weapons, even those for which the owner has obtained the necessary permits. This policy does not include firearms that may be locked in an employee's personal vehicle on company property or a client's property.

While this list is not all-inclusive, "weapons" include: firearms, knives, any explosive materials, and any other objects that could be used to harass, intimidate, or injure another individual.

Violators of this policy will be subject to disciplinary action, up to and including termination.

CCS Facility Services reserves the right at any time and at its discretion to search all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its facilities or the facilities of clients for the purpose of determining whether any weapon has been brought into facilities in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.





Scope of Services & Scheduling

CCS Team Supporting the City of Madera's Portfolio

CCS' customer service program embodies a **team approach**. Between robust local infrastructure in each market to our technology tools for communicating your team's needs to our assigned team members, **we ensure everyone is on the same page to get the job done**. These positions coordinate and execute work as an integrated unit, using a communication and work ticket system that leads the industry. An overview of this is provided throughout this proposal.

TITLE	ROLE DESCRIPTION
General Manager / Regional Vice President	Responsible for branch operations. Supports Account Managers, Day Service Managers, and Night Area Managers to ensure effective coordination and execution of service delivery, including escalation. Also active in quality assurance and customer satisfaction
Senior Account Managers / Account Managers	Primary point of contact between CCS Facility Services and the customer for all communications, including emergency situations
Senior Day Service Managers / Day Service Managers	Oversee Day Porter staff as well as primary trainers for all day staff and day cleaning services
Senior Night Area Managers	Oversee and manage a set of Night Area Managers to support work with nighttime staff
Night Area Managers	Seasoned managers who inspect each building nightly to ensure contract compliance, execution of special tasks, etc.
Nighttime Leads / Supervisors	Oversees nighttime general cleaners, assists in ensuring proper completion of all duties and work tickets
Lead Day Porters	Oversees day porters as a working leader; assists with training and quality control
Building Supervisors	Dedicated person per facility who actively manage CCS building staff
Building Staff	Team of frontline staff dedicated to the property who perform routine day and/or nighttime operations
Daytime Communications Manager	Daytime communications hub for day service team to enter and execute work tickets; communicates overnight tickets identified during the day to incoming nightshift
Nighttime Communications Manager	Nighttime communications hub for night service team to execute and verify completion of work tickets. Generates reports for the Account Managers to communicate and close the loop with customers
Branch Support Staff	Off-site employees who perform administrative support for frontline staff, including HR and Recruitment
Carpet & Hard Floor Specialists	Specially trained and equipped personnel who will perform all non-routine, interim, and restorative carpet and hard floor care
Backup Staff / Floaters	In times of labor shortage or emergency needs, dedicated pool of "floater" employees who can fill in on short notice to ensure uninterrupted service

CCS in Service: The Team Approach

The CCS Facility Services Support Team for the City of Madera

> CCS Facility Services provides service at multiple properties that our team manages. The CCS team is both professional and trustworthy. I have found them to be thorough, efficient, timely, and quick to respond to special requests.
>
> **CCS Fresno Customer**



JAIME JACOBO

General Manager

Jaime is primarily responsible for the management and supervision of all daytime and nighttime operations including strategic and operational leadership, developing and maintaining customer relations, quality assurance, and the training and development of account managers. Prior to joining CCS nine years ago, Jaime acquired his leadership skills as a Janitorial Supervisor. Jaime is an Associate Member of the Building Owners and Manager Association, a Friend of IREM, and an Associate Member of the International Facility Managers Association.



CARLA VENEGAS

Senior Account Manager

As an experienced Account Manager with the CCS Fresno branch, Carla establishes and maintains effective lines of communication with clients' and facilities' personnel to ascertain that their needs and requirements are being satisfied. Carla has been involved in account management for nearly a decade. Before joining CCS in 2015, Carla worked as a graphic designer.

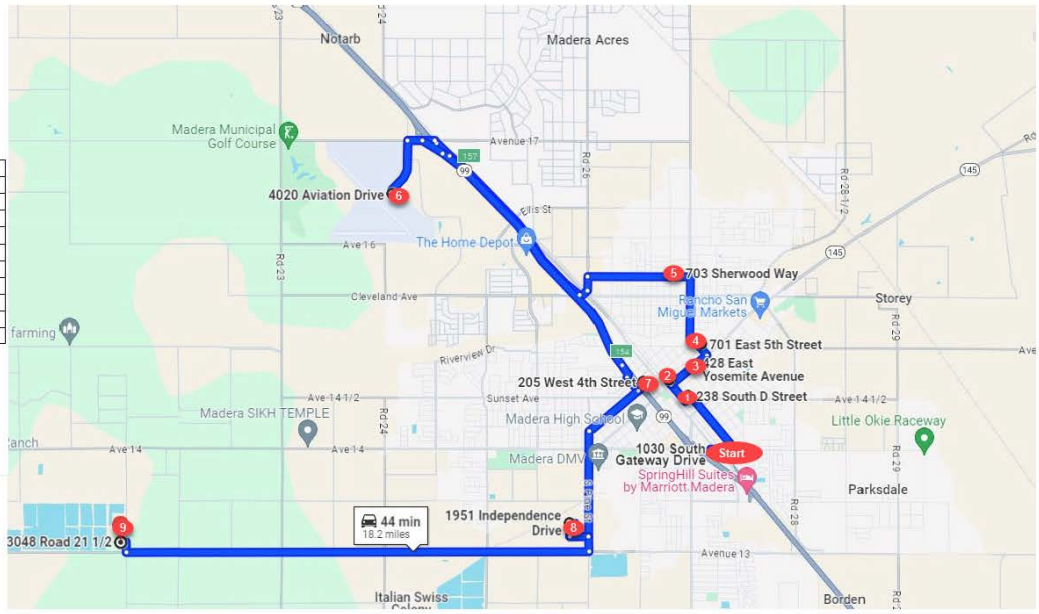
Workplan - Scope of Services and Scheduling

SITE DESCRIPTION	DAILY TASKS PER RFP 202324-01	WEEKLY TASKS
CITI HALL	MTWTF	X
CITI HALL, FINANCE DEPARTMENT / ATTORNEY OFF.	MTWTF	X
PUBLIC WORKS	MTWTF	X
INTERMODAL	MTWTF	X
FRANK BERGON SENIOR CENTER	TWT	X
PAN-AMERICAN COMMUNITY CENTER	MTWTF	X
PARKS & COMMUNITY DEVELOPMENT – 1ST FLR	MTWTF	X
PARKS & COMMUNITY DEVELOPMENT – 2ND FLR	MTWTF	X
POLICE DEPARTMENT	MTWTF	X
PD SIU	MTWTF	X
MUNICIPAL AIRPORT	2 DAYS	
WASTEWATER TREATMENT PLANT	2 DAYS	
ENGINEERING OFFICE	MTWTF	X
MADERA TRANSIT CENTER	MTWTF	X

Workplan – Routing for Scope of Services RFP 202324-01

RFP 202324-01 Janitorial Services
Site Visit Route
Obtained from Google Maps.

	Site Address	Site
Start	1030 South Gateway Dr, Madera, CA	Public Works
Stop 1	238 South D Street, Madera, CA	Frank Bergon Senior Center
Stop 2	123 North E Street, Madera, CA	Transit Intermodal
Stop 3	428 East Yosemite Avenue, Madera, CA	Engineering
Stop 4	701 East 5th Street, Madera, CA	Parks & Community Devopment/Youth Center
Stop 5	703 East Sherwood Way, Madera, CA	Pan-American Community Center
Stop 6	4020 Aviation Drive, Madera, CA	Municipal Airport
Stop 7	205 West 4th Street, Madera, CA	City Hall
Stop 8	1951 Independence Dr, Madera, CA	Madera Transit Center
Stop 9	13048 Road 21 1/2, Madera, CA	Wastwater Treatment Plant



Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

D. Required service level and frequency for each affected City facility is as follows:

1) Perform Daily (as specified in Attachment C, City of Madera Locations List)

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) Perform Weekly:

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

7) Additional Services

a) City may request additional cleaning outside the normal scheduled work. If requested, the appropriate crew should be able to respond within two (2) hours of contact (Monday through Friday from 8:00 a.m. to 5:00 p.m.) The fee for any additional services must be submitted as an hourly rate.

8) Optional Services*

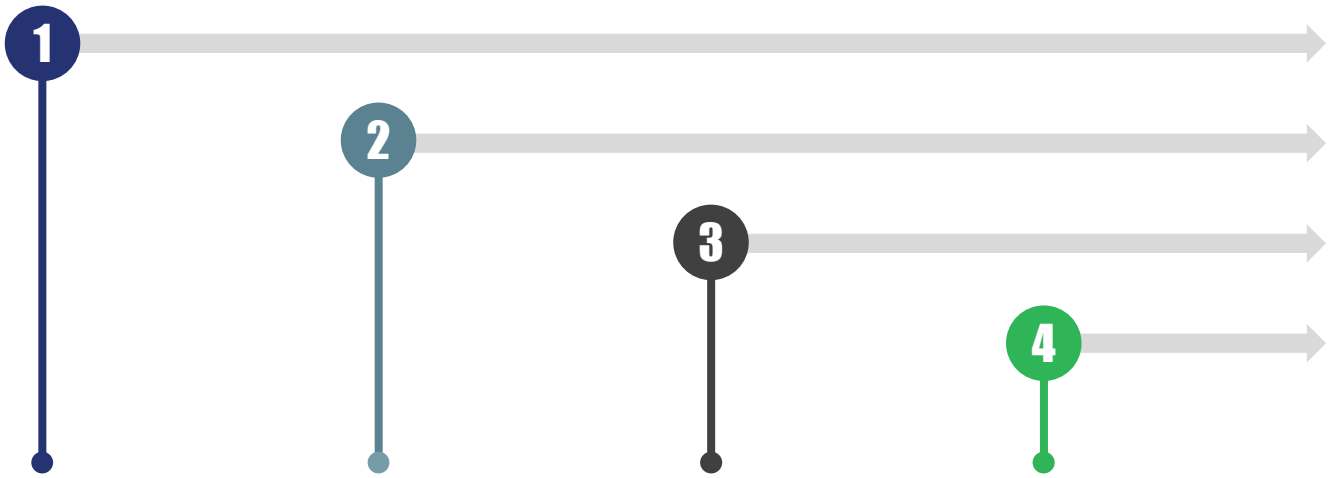
a) City may request emergency cleaning outside the normal daily scope of work outside of normal business hours. If requested, the appropriate crew should be able to respond within two (2) hours of contact (**other than** Monday through Friday 8:00 a.m. to 5:00 p.m.) The fee for any additional services must be submitted as an outside normal business hours emergency hourly rate.

Making the Transition

Changing contractors can be hard but CCS Facility Services makes it easy on you. We commit the time, effort and resources needed to understand your needs and orchestrate a seamless transition.

We prepare for the worst to accomplish the best: always planning for the possibility of incumbent employees leaving – always assigning additional supervision to offset unfamiliarity – always positioning reserve staff to address the unexpected. This is driven by our commitment to service and made possible by our unique depth of local resources.

DEDICATED TRANSITION TEAM



Review administrative items/details:

- Finalize pricing
- Contract preparation
- Certificate of insurance requirements
- Billing information
- Emergency contact information

Schedule facility walkthrough with CCS Transition Team

CCS Transition Team tours facility

Documents needs and develops full work plan:

- Special tenant requirements
- Areas not to clean
- Secured areas
- Alarm systems

Orders needed supplies

Assembles job-site team

CCS Transition Team meets with facility operational team to finalize transition detail:

- Overall staffing and shifts, schedules
- Transition plan
- Key/access card set-up
- Delivery instructions to the facility

Day Service Manager greets Day Porters & Night Area Manager greets nighttime staff

- Go over facility, day/night procedure, equipment, and supplies

Validate that equipment stored/stocked in right places

Additional equipment/supply delivery if needed

Inclusive Pricing in Janitorial Scope

- EQUIPMENT
- REPORTING
- TRAINING
- CCS EQUIPMENT MAINTENANCE
- STAFF
- WORK ORDER SYSTEMS
- SUPERVISORS
- SUPPLIES & CHEMICALS
- SAFETY EDUCATION





About
CCS Facility Services

CCS Facility Services, Fresno Branch

Providing Janitorial and Facility Maintenance Services to the Greater Fresno, Bay Area, and Central Valley Regions

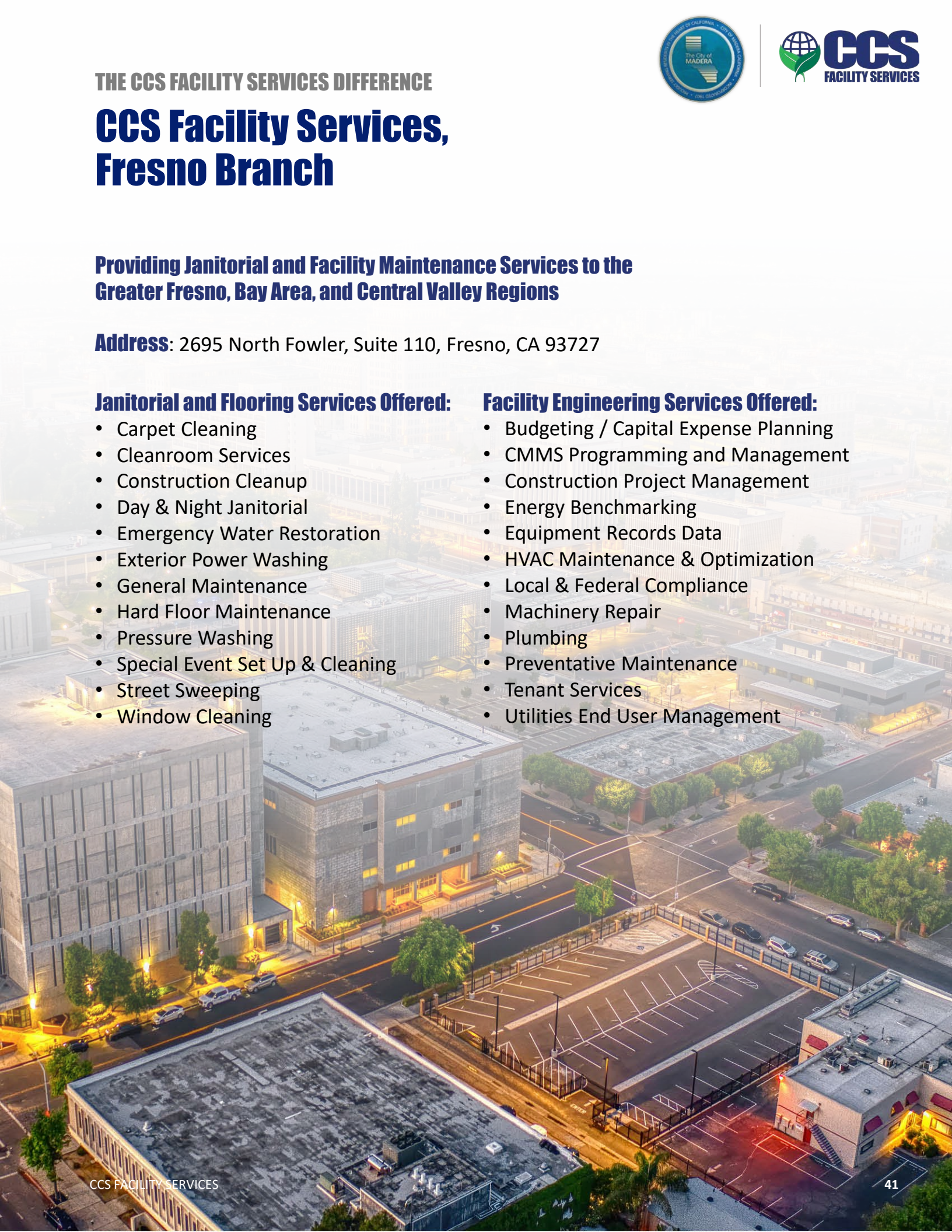
Address: 2695 North Fowler, Suite 110, Fresno, CA 93727

Janitorial and Flooring Services Offered:

- Carpet Cleaning
- Cleanroom Services
- Construction Cleanup
- Day & Night Janitorial
- Emergency Water Restoration
- Exterior Power Washing
- General Maintenance
- Hard Floor Maintenance
- Pressure Washing
- Special Event Set Up & Cleaning
- Street Sweeping
- Window Cleaning

Facility Engineering Services Offered:

- Budgeting / Capital Expense Planning
- CMMS Programming and Management
- Construction Project Management
- Energy Benchmarking
- Equipment Records Data
- HVAC Maintenance & Optimization
- Local & Federal Compliance
- Machinery Repair
- Plumbing
- Preventative Maintenance
- Tenant Services
- Utilities End User Management



Guided by a Service Heart

We never forget where we came from. More than 30 years ago, a small team of service-driven individuals believed they could bring a new level of professionalism and quality to commercial janitorial service. Today, CCS is an integrated facility services company with thousands of cleaning and building engineering professionals across the country.

CCS FACILITY SERVICES' MISSION

TO BE THE BEST
facility services provider

TO COMPLETELY EXCEED
our customers' expectations

TO PROVIDE EXCELLENCE
in customer service at a fair price

TO DEVELOP AND SUSTAIN
controlled growth of our company

TO ALWAYS REMEMBER
our humble beginnings and care for our people



Corporate Citizenship the CCS Way

What does it mean to be a good corporate citizen?

At CCS Facility Services, that means many things. Unified under our core values, we strive to demonstrate our corporate citizenship to thousands of clients and employees across the country. Therefore, CCS is committed to meaningful and measurable excellence as a corporate citizen through a strategy of **Environmental**, **Social**, and **Governance (ESG)** initiatives.

Our program is grounded in our ESG Commitment statement: **We act responsibly toward our teammates, our clients, our communities, and our planet through trustworthy and transparent actions.**

We believe that by measuring critical **environmental, social, and governance levers,** we will enhance all aspects of our business, which will allow us to best take care of all of our constituents in the future.

CCS FACILITY SERVICES

Committed Corporate Citizen

ENVIRONMENTAL • SOCIAL • GOVERNANCE

ccsbts.com/corporatecitizenship







Expanding Access to Diversity, Equity, and Inclusion

An important aspect of CCS Facility Services' Corporate Citizenship program is the belief in expanding our work in diversity, equity, and inclusion (DEI), and, accordingly, we want our customers to understand the importance of DEI to our company. **Upward mobility** is central to who we are at CCS Facility Services, and we are proud to have a long history of internal promotion.

But we can do more. We want our employees to feel ownership in their roles, to be challenged to develop new skills, and to know they are contributing to our work to build a better world because they are part of CCS Facility Services.

Our approach to DEI includes:



THE CCS FACILITY SERVICES DIFFERENCE

Sustainability & Green Cleaning

Green practices are not only the right thing to do but it is baked into our DNA: our logo represents our care and responsibility for the earth.

How CCS' Investments in Sustainable Practices Benefit Our Customers:

- "Green Cleaning" prerequisite using CCS' CIMS-GB designation + an additional point on top of that
- Assist you and your team to achieve LEED EB: O&M points and adherence to the LEED process
- Earn LEED-EB credits toward building certification
- Environmentally preferable cleaning practices and products
- Compliance with governmental requirements
- A reduction in building maintenance and repairs
- In-house expertise to provide sustainability consulting: green solutions, guidance in selection of equipment, materials, waste material disposal policies and procedures, and more

CCS IS AMONG THE FEW CLEANING PROVIDERS GLOBALLY TO HOLD CIMS-GB WITH HONORS DESIGNATION

Scan here to learn more about out commitment to sustainability



Sample Certificate of Insurance

CCS Facility Services invests in comprehensive coverage via trusted and respected underwriters. We will always provide proof of that coverage to our customers.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2023

10/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1345173	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Zurich Insurance Company	40142
INSURER C : XL Specialty Insurance Company	37885
INSURER D : American Guarantee and Liab. Ins. Co.	26247
INSURER E : Travelers Property Casualty Company of America	25674
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 11473442 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X $250K SIR Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	9984166-01	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	9984167-01	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $0	N	N	SXS 3320833-01	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 9984164-01 (AOS) WC 9984165-01 (WI Only)	10/1/2023 10/1/2023	10/1/2024 10/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C E	Employee Theft inc Theft Client Prop IM/ConEqp	N	N	ELU192557-23 QT-660-9W029512-TIL-23	10/1/2023 6/9/2023	10/1/2024 10/1/2024	$1,000,000 Per Occ. Limit $25,000 Deductible $100K pr Occ/ $1k Ded.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

SAMPLE ONLY

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Addenda

Addendum No. 1

ADDENDUM NO. 1

February 21, 2024

RE: RFP 202324-01 Professional Janitorial Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Proposal DUE DATE remains the same: 4:00pm on THURSDAY, FEBRUARY 14, 2024

RFP Modifications, Clarifications, and Informational Items			Details	Number of Pages
1	RFP 202324-01 Professional Janitorial Services	RFP	Document attached and uploaded.	21
2	RFP 202324-01 Pre-Bid Routes	Informational Item	Document recalled and deleted.	1

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: CCS Facility Services
Signature: Robert Bertuccelli
Acknowledged by: Bob Bertuccelli

City of Madera Purchasing, 205 West 4th Street, Madera, CA 93637
Phone: (559) 661-5463 • Website: www.madera.gov

Addendum No. 2

ADDENDUM NO. 2

March 8, 2024

RE: RFP 202324-01 Professional Janitorial Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Proposal DUE DATE remains the same: 4:00pm on THURSDAY, FEBRUARY 14, 2024

	RFP Modifications, Clarifications, and Informational Items	Details	Number of Pages
1	RFP 202324-01 Professional Janitorial Services	Attachment A, REVISED Cost Proposal Form	1
2	RFP 202324-01 Professional Janitorial Services	Attachment C, REVISED City of Madera Locations List	1
3	Pre-Proposal Site Visit Attendees & Notes	Informational Item	3
4	Questions & Answers from Planet Bids Vendor Portal	Informational Item (answered on PlanetBids Vendor Portal here: https://pbsystem.planetbids.com/portal/54016/portal-home	Follow link & see Q&A tab

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before proposal due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: CCS Facility Services - Fresno Inc
Signature:
Acknowledged by: Sylvestre Ayoh



Attachments

Attachment A

ATTACHMENT A
REVISED Cost Proposal Form

Proposer hereby proposes to deliver to and provide pest control services for the City of Madera, various locations, equipment, and services in accordance with the published specifications, for the following prices. For each City facility, bidder must provide total monthly/annual cost for all labor, material, and supplies (tax included) as specified in RFP.

REVISED Cost Proposal for City of Madera IFB 20232401, Professional Janitorial Services			Year 1		Year 2		Year 3		Optional Extention 1		Optional Extention 2		Optional Extention 3	
Item	Facility	Frequency	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
1	City Hall 205 West 4th Street	Daily (Monday through Friday)	$ 2,175	$ 26,105.77	$ 2,240.75	$ 26,888.95	$ 2,307.97	$ 27,695.61	$ 2,377.21	$ 28,526.48	$ 2,442.58	$ 29,310.96	$ 2,509.75	$ 30,117.01
2	City Hall, Finance Department/Attorney Offices 205 West 4th Street	Daily (Monday through Friday)	$ 1,027	$ 12,319.95	$ 1,057.46	$ 12,689.55	$ 1,089.19	$ 13,070.23	$ 1,121.86	$ 13,462.34	$ 1,152.71	$ 13,832.55	$ 1,184.41	$ 14,212.95
3	Public Works, 1030 South Gateway Drive	Daily (Monday through Friday)	$ 2,151	$ 25,812.42	$ 2,215.57	$ 26,586.80	$ 2,282.03	$ 27,384.40	$ 2,350.49	$ 28,205.93	$ 2,415.13	$ 28,981.60	$ 2,481.55	$ 29,778.59
4	Intermodal 123 North E Street	Daily (Monday through Friday)	$ 893	$ 10,719.98	$ 920.13	$ 11,041.58	$ 947.74	$ 11,372.82	$ 976.17	$ 11,714.01	$ 1,003.01	$ 12,035.14	$ 1,030.59	$ 12,367.14
5	Frank Bergon Senior Center 238 South D Street	Three days per week (Tuesday, Wednesday, and Thursday)	$ 878	$ 10,530.51	$ 903.87	$ 10,846.42	$ 930.98	$ 11,171.81	$ 958.91	$ 11,506.97	$ 985.28	$ 11,823.41	$ 1,012.38	$ 12,148.55
6	Pan-American Community Center 703 East Sherwood Way	Daily (Monday through Friday)	$ 1,484	$ 17,802.66	$ 1,528.06	$ 18,336.74	$ 1,573.90	$ 18,886.84	$ 1,621.12	$ 19,453.45	$ 1,665.70	$ 19,988.42	$ 1,711.51	$ 20,538.10
7	Parks & Community Devopment/Youth Center, 1st Floor 701 East 5th Street	Daily (Monday through Friday)	$ 4,432	$ 53,189.51	$ 4,565.43	$ 54,785.19	$ 4,702.40	$ 56,428.75	$ 4,843.47	$ 58,121.61	$ 4,976.66	$ 59,719.96	$ 5,113.52	$ 61,362.25
8	Parks & Community Devopment/Youth Center, 2nd Floor 701 East 5th Street	Daily (Monday through Friday)	$ 1,021	$ 12,251.95	$ 1,051.63	$ 12,619.51	$ 1,083.17	$ 12,998.10	$ 1,115.67	$ 13,388.04	$ 1,146.35	$ 13,756.21	$ 1,177.88	$ 14,134.51
9	Police Department 330 South C Street	Daily (Monday through Friday)	$ 3,899	$ 46,784.98	$ 4,015.71	$ 48,188.53	$ 4,136.18	$ 49,634.19	$ 4,260.27	$ 51,123.22	$ 4,377.43	$ 52,529.10	$ 4,497.80	$ 53,973.66
10	PD SIU 330 S C St	Daily (Monday through Friday)	$ 963	$ 11,557.74	$ 992.04	$ 11,904.47	$ 1,021.80	$ 12,261.61	$ 1,052.45	$ 12,629.46	$ 1,081.40	$ 12,976.77	$ 1,111.14	$ 13,333.63
11	Municipal Airport 4020 Aviation Drive	2 days per week	$ 718	$ 8,614.34	$ 739.40	$ 8,872.77	$ 761.58	$ 9,138.96	$ 784.43	$ 9,413.13	$ 806.00	$ 9,671.99	$ 828.16	$ 9,937.97
12	Wastewater Treatment Plant 13048 Road 21 1/2	2 days per Week	$ 1,106	$ 13,268.23	$ 1,138.86	$ 13,666.28	$ 1,173.02	$ 14,076.27	$ 1,208.21	$ 14,498.56	$ 1,241.44	$ 14,897.27	$ 1,275.58	$ 15,306.94
13	Engineering Office 428 E Yosemite Ave.	Daily (Monday through Friday)	$ 1,522	$ 18,262.10	$ 1,567.50	$ 18,809.96	$ 1,614.52	$ 19,374.26	$ 1,662.96	$ 19,955.49	$ 1,708.69	$ 20,504.26	$ 1,755.68	$ 21,068.13
14	Madera Transit Center 1951 Independence Dr	Daily (Monday through Friday)	$ 1,729	$ 20,743.76	$ 1,780.51	$ 21,366.07	$ 1,833.92	$ 22,007.06	$ 1,888.94	$ 22,667.27	$ 1,940.88	$ 23,290.62	$ 1,994.26	$ 23,931.11

Optional Services		Year 1	Year 2	Year 3	Optional Extention 1	Optional Extention 2	Optional Extention 3
Item	Description	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
A	Emergency Hourly Rate (response within two (2) hours of contact Monday through Friday from 8:00 a.m. to 5:00 p.m.)	45	45	45	50	50	50
B	Outside Normal Business Hours Emergency Hourly Rate (response within two (2) hours of contact any time other than Monday through Friday from 8:00 a.m. to 5:00 p.m.)	55	55	55	60	60	60

Proposals shall be valid for a minimum of 180 days following submission.

BID PROPOSAL AUTHORIZATION

Date	March 14, 2024
Company Name Street Address City/State/Zip	CCS Facility Services
Federal Tax ID Number Phone Number	2695 N Fowler Ave
Person Preparing Proposal Title	Fresno, CA 93727
Email Address	20-5877574
Signature of Person Preparing Proposal	(669) 328-4278
	Bob Bertuccelli
	Business Development Manager
	bbertuccelli@ccsbts.com
	Robert Bertuccelli

Attachment B

ATTACHMENT B
RFP REFERENCE FORM

Agency/Company:	Madera County
Contact Person:	Anthony Loza
Email Address:	aloza@madera.gov
Phone Number:	(559) 675-7703
Address:	200 West Fourth Street, Madera, CA 93637
Date Services Provided:	2017 to Present
Summary of Services Included:	Night Janitorial, Day Porter, Pressure Washing, Parking Log Sweeping, Window Washing
Number of Locations Serviced & Frequency of Services	28 Buildings, 5 Days per Week

Agency/Company:	County of Fresno
Contact Person:	John Velasco
Email Address:	jvelasco@fresnocountyca.gov
Phone Number:	(559) 600-6200
Address:	4509 E. Kings Canyon Rd, Fresno, CA 93702
Date Services Provided:	2020 to Present
Summary of Services Included:	Day Porter, Night Janitorial, Pressure Washing
Number of Locations Serviced & Frequency of Services	11 Buildings, 5 Days per Week

Agency/Company:	City of Modesto
Contact Person:	Patrick Crowley
Email Address:	pcrowley@modesto.gov
Phone Number:	(209) 342-2274
Address:	1010 10th Street, Modesto, CA 95354
Date Services Provided:	2018 to Present
Summary of Services Included:	Day Porter, Night Janitorial, Window Washing, Pressure Washing
Number of Locations Serviced & Frequency of Services	15 Buildings, 5 Days per Week

Agency/Company:	City of Bakersfield
Contact Person:	Roy Bravo
Email Address:	rbravo@bakersfieldcity.us
Phone Number:	(661) 326-3781
Address:	4101 Truxtun Ave, Bakersfield, CA 93309
Date Services Provided:	2009 to Present
Summary of Services Included:	Night Janitorial, Pressure Washing, Carpet Shampoo & Floor Washing, Window Washing
Number of Locations Serviced & Frequency of Services	1 Building, 5 Days per Week

Attachment C

ATTACHMENT C
REVISED City of Madera, Locations List

REVISED City of Madera, Locations List				
Item	*Facility*	*Frequency*	*Estimated Daily Employees*	*Comments*
1	City Hall 205 West 4th Street	Daily (Monday through Friday)	24	This site hosts meetings open to the public several times per month. Attendance ranges from seven people to 100 people.
2	City Hall, Finance Department/Attorney Offices 205 West 4th Street	Daily (Monday through Friday)	18	
3	Public Works, 1030 South Gateway Drive	Daily (Monday through Friday)	11 Onsite 75 Including field staff	
4	Intermodal 123 North E Street	Daily (Monday through Friday)	5	
5	Frank Bergon Senior Center 238 South D Street	Three days per week (Tuesday, Wednesday, and Thursday)	4	This site is open to the public. Attendance averages up to 50 people per day.
6	Pan-American Community Center 703 East Sherwood Way	Daily (Monday through Friday)	10	This site is open to the public. Attendance averages up to 70 people per day.
7	Parks & Community Devopment/Youth Center, 1st Floor 701 East 5th Street	Daily (Monday through Friday)	30	This site is open to the public. Attendance averages up to 85 people per day.
8	Parks & Community Devopment/Youth Center, 2nd Floor 701 East 5th Street	Daily (Monday through Friday)	Combined with above.	Combined with above.
9	Police Department 330 South C Street	Daily (Monday through Friday)	114	
10	PD SIU 330 S C St	Daily (Monday through Friday)	25	
11	Municipal Airport 4020 Aviation Drive	2 days per week	2	
12	Wastewater Treatment Plant 13048 Road 21 1/2	2 days per Week	11	
13	Engineering Office 428 E Yosemite Ave.	Daily (Monday through Friday)	16	
14	Madera Transit Center 1951 Independence Dr	Daily (Monday through Friday)	5 Onsite 19 Drivers	

Attachment D

City Hall					
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl Composition Tile*	*Vinyl Asbestos Tile*	*Terrazo*
1A	Foyer & Hallway				1200
1C	Rear Lobby		176		
2	City Manager Administrative Analyst	302			
3	City Manager	292			
	City Manager Closet	19			
	City Manager Restroom	30			
4	Communications Specialist	158			
5	Conference Room				471
6	Break Room		164		
8	Copy/ Mail Room	204			
10	Hallway		314		
11	City Clerk Staff	354			
12	City Clerk	119			
13	Clerk Storage	20			
14	Grants Director	185			
15	Grants Staff	277			
17	Building Staff	630			
18	Human Resources	110			
19/20	Human Resources	352			
21	Human Resources Director	178			
22	Public Counter/Plans Room		132		
23	Chief Building Official	161			
24	Community Development Director	225			
25	Building Staff	215			
25A	Storage			95	
26	Planning Staff	900			
27	Planning Manager	175			
28	Staff office	175			
29	File Room			86	
31	Women's Restroom				130
32	Men's Restroom				107
56	Council Chambers	372			837
	Council Chambers Hallway	30			
	City Hall Totals:	***5483***	***786***	***181***	***2745***

Finance Deptartment/Attorney Offices			
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Ceramic Tile*
1P	Lobby & Hallway		370
2A	HDCP Restroom		105
2B	Women's' Restroom		83
3P	Library/Conf. Attorney	84	
4AP	Attorney Restroom		35
4P	City Attorney	224	
5P	City Attorney Secretary	126	
6P	Deputy City Attorney	158	
7P	Conference Room	158	
8P	Accountant	140	
9P	Financial Services	160	
10P	Payroll / Accounting	322	
11P	Women's' Restroom		111
12P	Men's' Restroom		124
16P	Accounts Payable	234	
18P	Accountant	151	
19P	Accountant	142	
21/22 P	Revenue Services	107	
23P	Revenue Services	249	
24P	File Room	146	
25P	Cashiers/Accounting	546	
30P	Revenue Services	158	
33P	Information Systems	94	
35P	Finance Director	245	
Finance Dept./Attorney Totals:		***3444***	***828***

Public Works						
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl Plank Flooring*	*Vinyl Composition Tile*	*Ceramic Tile*	*Concrete*
Public Works Main Building						
8	Office (Shared log-in station)			133		
9	Public Works Admininstration			275		
10	Copy Room			91		
11	Conference Room			379		
12	Hallway			392		
13	Restroom (ADA)				80	
14	Restroom (Women's)		153			
15	PW Lobby			157		
16	Office			114		
17	Office			94		
18	Office			120		
19	Office (PW Director)	210				
20	Restroom			70		
21	Office (Water / Water Quality)			423		
22	Office (Water Supervisor)			144		
23	Hallway			305		
Public Works Main Building - Front Section (Water Conservation)						
24	Office			74		
25	Office			74		
26	Office	190				
27	File Room			235		
28	Office/Storage	120				
29	Copy Room			255		
30	Hallway			150		
31	Office Water Cons			120		
32	Hallway			150		
33	Storage					75
34	Office			150		
35	Office - Water Cons	105				
36	Hallway			75		
37	Storage	415				
38	Breakroom - Water Cons.			295		
Public Works Building 2						
1	Sewer Superv.			112		
2	Fleet Mgr.			115		
3	Facilities Ops Mgr			115		
4	I.T. Staff			230		
5	Streets Supervisor			112		
6	Water/ Sewer Ops Mgr			115		
7	Streets Mgr			115		
8	Purchasing			230		
9	Hallway					248
10	Hallway (Interior)			95		
	Public Works Totals:	***1040***	***153***	***5514***	***80***	***323***

Intermodal				
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Ceramic Tile*	*Vinyl Composite Tile*	*Exposed Aggregate or Concrete*
1	First Transit Lobby		414	
2	First Transit Office		132	
3	First Transit Restroom	36		
4	Taxi Office		154	
5	Vacant Suite (inside waiting area)		472	
6	Vacant Suite Services Area		136	
7	Vacant Suite Ticket Area		84	
8	Vacant Suite Office		120	
9	Vacant Suite Baggage		127	
10	Vacant Suite Storage		80	
11	Vacant Suite Men's Restroom	114		
12	Vacant Suite Women's Restroom	125		
13	Janitors Closet in Breezeway			24
	Intermodal Totals:	***275***	***1719***	***24***

Frank Bergon Senior Center			
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl Tile*
1	Dining Room		1536
2	TV/Pool Room	680	
3	Kitchen		136
4	Pantry		32
5	Janitor Closet		20
6	Storage Room		135
7	Foyer/ Hallway		408
8	Men's Room		156
9	Women's Room		156
10	Office	130	
11	Computer Lab	140	
	Frank Bergon Senior Center Totals:	***950***	***2579***

Pan-Am Community Center						
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl Composition Tile*	*Sealed Concrete*	*Ceramic Tile*	*Vinyl Plank*
1	Lobby		672			
2	Stage		432			
3	Ramp		144			
4	Table/Chair Storage			130		
5	Senior Storage 2			45		
6	Rec. Storage		60			
7	Janitor Closet 1			12		
8	Closet				12	
9	PCS Janitorial Closet			144		
10	Electrical Room			96		
11	Foyer		192			
12	Janitor Closet 2			18		
13	Men's Restroom - Lobby				286	
14	Women's Restroom - Lobby				286	
15	Rec Room		414			
16	Multipurpose Room		1232			
17	Hallway		150			
18	Senior Office					120
19	Rec. Office	132				
20	Conference Room	238				
21	Men's Restroom		104			
22	Women's Restroom		91			
23	Senior Storage 1		134			
24	Compuer Room		280			
25	Senior Kitchen		110			
26	PA Room		63			
	Pan-Am Community Center Totals:	***370***	***4078***	***445***	***584***	***120***

John Wells Youth Center - 1st Floor						
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl*	*Taraflex*	*Sealed Concrete*	*Ceramic Tile*
1	Administration	308				
2	Break		276			
3	Center Director	255				
4	Conference Room	322				
5	Copy Room		140			
6	Crafts Center				1387	
7	Dance			432		
8	Data				168	
9	Electrical				71	
10	Entry Foyer				1540	
11	Gym			7128		
12	Gym Storage				456	
13	Hall	336				
14	Hall 129		520			
15	Janitor 114		30			
16	Janitor 126				55	
17	Library	1260				
18	Men's R.R.					345
19	Men's R.R. Staff					64
20	Office	204				
21	Recreation Room		2254			
22	Service		228			
23	Storage				95	
24	Studio	200				
25	Supervisor	170				
26	Supervisor	170				
27	Teen Lounge		726			
28	Women's R.R.					345
29	Women's R.R. Staff					64
John Wells Youth Center - 1st Floor Totals:		***3225***	***3500***	***7560***	***3772***	***818***

John Wells Youth Center - 2nd Floor					
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Non-slip Rubber*	*Sealed Concrete*	*Ceramic Tile*
1	Administration	456			
2	Conference	294			
3	Director	338			
4	Director R.R.	64			
5	Elevator				72
6	Hall	396			
7	Janitor			28	
8	Lobby			416	
9	Manager	108			
10	Manager	108			
11	Manager	108			
12	Manager	108			
13	Manager 209	149			
14	Manager 210	149			
15	Men's R.R.				60
16	Reception	44			
17	Stairs		276		
18	Storage			64	
19	Women's R.R.				60
20	Work Room	456			
John Wells Youth Center - 2nd Floor Totals:		***2778***	***276***	***508***	***192***

Madera Police Department					
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl Composite Tile*	*Ceramic Tile*	*Polished Concrete*
1	Lobby (including public restrooms)			827	
2	Lobby Interview Room	89			
3	Lobby Interview Room	89			
6	Chief's Bathroom			137	
7	Chief's Office	308			
8	Conference Room	452			
9	Administrative Analyst Office	218			
10	Admin Hallway	264			
11	Lieutenant	134			
12	Lieutenant	134			
13	Lieutenant	181			
14	Admin Sergeant	181			
15	Commander	134			
16	Admin Supply Closet (DO NOT CLEAN)		126		
17	Dispatch Supervisor	124			
18	Dispatch Center	621			
19	Corridor (West)				108
20	Watch Commander Office	297			
21	Men's Restroom (Locker)			254	
22	Men's Locker Room			141	883
24	Women's Restroom (Locker)			168	
25	Women's Locker Room			40	415
26	Property/Evidence (T	211	1641		321
27	Evidence Processing Room				140
28	Server Room (DO NOT CLEAN)		419		
29	Kitchen				180
30	Break Room				550
31	Corridor (entry/exit, east)				240
32	Report Writing				246
33	Code Enforcement	887			
34	Briefing Room				712
35	Outreach Sergeant	120			
36	IT	80			
37	Supply Closet (DO NOT CLEAN)				140
38	Supply Closet (DO NOT CLEAN)				127
39	Corridor (entry/exit, south)				234
40	Corridor south				269
41	Detective Sergeant	163			
42	Detective's	823			
43	Interview Room				52
44	Interview Room				52
45	Interview Room Bathroom			81	
46	Roof Access Room (DO NOT CLEAN)				52
47	Records Supervisor	126			
48	Records	1090			
49	Records Supply Closet (DO NOT CLEAN)		129		
50	Corridor east				490
	Madera Police Department Totals:	***6726***	***2315***	***1648***	***5211***

Madera Police Department - SIU Building						
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl Composition Tile*	*Ceramic Tile*	*Exposed Aggregate*	*Rubber Matting*
1	Entry				189	
2	Office	400				
4	Hallway		230			
5	Men's Restroom			70		
6	Kitchen			80		
7	Women's Restroom			50		
8	Office	400				
9	Gym Area					600
	Madera Police Department - SIU Building Totals:	***800***	***230***	***200***	***189***	***600***

Madera Municipal Airport		
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Ceramic Tile*
1	Lounge & Halls	821
2	Men's Bathroom	144
3	Women's Bathroom	121
	Madera Municipal Airport Total:	***1086***

Wastewater Treatment Plant			
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Vinyl Composite Tile*
1	SCADA room		320
2	Conference Room		176
3	Locker Room		224
4	Restroom		110
5	Storage		45
6	Emergency Shower		63
7	Laboratory		336
8	Storage		49
9	Hallway		55
10	Restroom		33
11	Restroom		33
12	Office		126
13	Lobby		380
14	Hallway		260
15	Office	192	
16	Office	192	
17	Storage		144
18	Hallway		304
19	Breakroom		402
Wastewater Treatment Plant Totals:		***384***	***3060***

Engineering Office			
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Ceramic Tile*
1	Lobby		265
2	Office	139	
3	Office	144	
4	Office	144	
5	Office	136	
6	Office	145	
7	Office	237	
8	Conference Room	570	
9	Small Conf	141	
10	Small Restroom		60
11	Office /Cubicle Work Stations	1635	
12	Kitchen/Breakroom		267
13	Offices	335	
14	Restroom		168
15	Restroom		166
16	Storage	464	
17	Hallway	342	
18	Hallway	130	
	Engineering Office Totals:	***4562***	***926***

Madera Transit Center						
Area/Room No. Note: These numbers correspond with the City's internal tracking system.	*Area/Room Description*	*Carpet*	*Polished Concrete*	*Vinyl Composite Tile*	*Tile*	*Concrete*
101	Lobby/Vestibule		438			
102	Breakroom		295			
103	Transit Manager	220				
104	Dispatch	449				
105	Fare Room	73				
106	Analysts	182				
107	Hallway		392			
108	IT/Data			80		
109	Training	288				
110	Training Storage	56				
111	Lost & Found Storage		160			
112	Restoom				128	
113	Restoom				128	
114	Janitor					49
115	Utility Room					231
	Madera Transit Center Totals:	***1268***	***1285***	***80***	***256***	***280***

Attachment E

(SAMPLE) AGREEMENT FOR SERVICES
BETWEEN
CITY OF MADERA
AND
_____

This Services Agreement, (hereinafter referred to as the "Agreement"), effective _____, is entered between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Vendor").

RECITALS

A. City desires to obtain Janitorial Services ("Services") and issued a Request for Proposals for said Services.

B. Vendor is a firm specializing in providing Janitorial Services with the necessary experience to provide desired Services to the City and submitted a proposal to the City.

C. City desires to retain Vendor to provide said Services, as detailed further herein.

D. City desires to retain Vendor, and Vendor desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Vendor agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall be for a three-year period effective from the date first set forth above and shall continue in full force and effect for three (3) year(s) unless otherwise terminated by the City. The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed three (3) additional one-year extensions.

2. **Scope of Work.** Vendor shall provide Services described in **Exhibit A** which is attached and incorporated by reference.

   2.1. Vendor acknowledges and agrees that any Services he/she/they provides to City shall be on a non-exclusive basis.

   2.2. The parties acknowledge and agree that the Vendor, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his/her/their independent judgment and shall not take direction, directly or indirectly, in connection therewith from the City

SAMPLE

Manager, the Mayor, the City Council (or any member thereof), or any other person.

2.3. Vendor represents and warrants that he/she/they is qualified to provide services described in **Exhibit A** meeting all experience, training, and current requirements thereunder.

3. **Compensation.** City shall pay Vendor as follows:

3.1. Vendor shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.

3.2. Vendor shall bill City monthly and submit billing to City within five days from the end of each month. For each billing received by the fifth day of the month, the City shall make payment therefore by the 22nd day of the month. Billings submitted to City must be itemized by location.

4. **Termination.** Remedies and Force Majeure.

4.1. This Agreement shall terminate without any liability of City to Vendor upon thirty (30) business days prior written notice by City to Vendor or by Vendor to City.

4.2. In the event of such termination, Vendor shall be paid for all services provided to the City to date of termination.

4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement.

4.4. Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Vendor and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Vendor shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

5. **Indemnification and Insurance.**

5.1. Indemnification and Defense. Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from

SAMPLE

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

5.2. Insurance. Vendor shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Vendor shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit D**.

6.1. Vendor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

6.2. Vendor shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Vendor represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

6.4. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Vendor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital

SAMPLE

status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Vendor will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Vendor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Vendor is performing his respective obligations in accordance with the terms hereof.

9.1. Because of his status as an independent contractor, Vendor shall have absolutely no right to employment rights and benefits available to City employees. Vendor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with his other obligations under this Agreement, Vendor shall be solely responsible for all matters relating to employment and tax withholding for and payment of Vendor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Vendor may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Vendor and City. Unless specifically provided for herein, the Vendor

SAMPLE

shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Vendor shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4^{th}) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.

12. **Assignment.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Vendor shall not assign the payment of any monies due Vendor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Vendor directly to Vendor.

13. **Non-Solicitation.** Vendor represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.

14. **Compliance with Law.** In providing the services required under this Agreement, Vendor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable

SAMPLE

attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

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

18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. **General Provisions.**

19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. **Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties

SAMPLE

with respect to the subject matter hereof and supersedes all prior agreements between City and Vendor. This Agreement may be modified only by written instrument duly authorized and executed by both City and Vendor.

Notice. Any notice required pursuant to this Agreement shall be deemed delivered if given in writing, mailed with postage prepaid, addressed and directed as follows (or at such other address as the parties may from time to time designate by written notice)

CITY:	VENDOR:
City of Madera Attn: Arnoldo Rodriguez 205 W. 4th Street Madera, CA 93637 Phone: 559-661-5400 Email: arodriguez@madera.gov	Phone: Email:

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

CITY OF MADERA
a municipal corporation

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

VENDOR

By: _____

Date: _____

Date: _____

Date: _____

Exhibits:
- Exhibit A - Scope of Work
- Exhibit B - Schedule of Compensation
- Exhibit B - Insurance Requirements
- Exhibit C - Conflict of Interest Disclosure Form

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B

SCHEDULE OF COMPENSATION

SAMPLE

EXHIBIT C
INSURANCE REQUIREMENTS

A. Insurance Requirements.

Vendor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Vendor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $1,000,000 **Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

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

Proof of Insurance

Vendor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation

SAMPLE

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

SAMPLE

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

SAMPLE

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

_____
Signature

_____
(name)

_____
(address)

_____
(city state zip)

SAMPLE


CCS

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Human Resources Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-5

SUBJECT:

Extension of Advanced Metering Infrastructure Agreement with Sensus USA Inc.

RECOMMENDATION:

Adopt a resolution ratifying the previous agreement extension and providing authority to the City Manager to sign all documents necessary to effectuate extensions of the Sensus USA Inc. Advanced Metering Infrastructure Agreement

SUMMARY:

In 2009, the City embarked on an initiative to replace outdated water meters with new equipment featuring automatic reading capabilities. In 2014, an upgrade of the meter reading data collection system components and software was approved and the City entered an Advanced Metering Infrastructure (AMI) Agreement with Sensus USA Inc. (Sensus) dated January 5, 2015, for equipment and software. The AMI Agreement was for an initial five (5) year term, with extensions of term length thereafter if agreed to by both parties. The AMI Agreement was amended in September 2019 to update the software system at that time. While the AMI Agreement was amended as to the portion relating to software in September 2019, an official term extension for the over-arching AMI Agreement was not effectuated, though both the City and Sensus have been operating under the assumption that the extension was effectuated with the First Amendment. At this time, staff is recommending ratification of the initial term renewal for the AMI Agreement and continued renewal of the agreement with the authority to approve term renewals delegated to the City Manager.

DISCUSSION:

In 2009, in response to State requirements, the City began replacing manual-read water meters with upgraded meters with automatic meter reading capability for residential and commercial customers. Because Sensus produces the system's components, including the water meters with automatic-read capability, the base stations, and the software enabling its operation, the City entered a 5-year agreement with Sensus, dated January 5, 2015, to provide software and

technical support. In September 2019, the City approved a First Amendment to the AMI Agreement to effectuate a software upgrade.

The AMI Agreement contains several sections, one of them being Software-as-a-Service (SAAS). The SAAS section states that Sensus will provide the City with SAAS "so long as the Customer is current in its payments for such services." Based on that language, the City has paid for such service annually and continues to benefit from the SAAS provision, a sub-section of the main AMI Agreement.

While Public Works staff was operating under the assumption that the 2019 First Amendment and annual extension of the SAAS portion of the Agreement thereafter extended the over-arching AMI Agreement in its entirety, to be transparent, staff is now bringing the matter forward to Council to ratify the first extension of the AMI Agreement that was presumed to have occurred when the AMI Agreement was amended, approve a current extension effective January 2025 to January 2030, and provide authority for the City Manager to execute all term-length extensions of the same Agreement terms and conditions. In reviewing the historical actions and making this recommendation at this time, staff believes the City would not have entered into the 2019 First Amendment if it did not intend to continue the AMI Agreement as this incurred a financial investment and multi-year commitment to the software upgrade as detailed in the applicable report included in the published agenda for September 18, 2019, and provided as Attachment 3 to this report for reference.

Sensus has confirmed that they concur the existing agreement still stands as valid and is not requesting a new agreement with new terms and conditions at this time. In the event additional amendments or modifications are needed to the agreement in the future beyond term extension, such requests will be brought to the City Council for consideration of approval or denial.

FINANCIAL IMPACT:

The funds for this agreement have been appropriated in the Fiscal Year (FY) 2024/25 Water Fund and no new appropriations are requested.

ALTERNATIVES:

The City Council may direct staff to seek a new agreement with terms and conditions to be determined or may direct staff to evaluate a different provider for the AMI system.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1: Initial term extension letter extending the AMI Agreement term to January 2025
    b. Exhibit 2: Second term extension letter extending the AMI Agreement term to January 2030
2. Report to City Council regarding Sensus USA Inc. AMI Agreement with Resolution 14-217
3. Report to City Council regarding AMI Agreement Amendment 1 with Resolution 19-163

Attachment 1: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING EXTENSION OF THE SENSUS USA INC. AUTOMATIC METERING INFRASTRUCTURE AGREEMENT AND GRANTING THE CITY MANAGER WITH CONTINUING AUTHORITY TO EFFECTUATE EXTENSIONS OF THE AGREEMENT

WHEREAS, the City maintains a system of automatic-read water meters; and

WHEREAS, the City entered into an agreement dated January 5, 2015, with Sensus USA Inc. for an initial term of five (5) years that includes software maintenance and technical support for this system; and

WHEREAS, the City and Sensus USA Inc. entered into a First Amendment to the Agreement in September 2019 that amended the Software-as-a-Service section of the Agreement and provided for annual renewals of the software licensing upon payment of licensing fees; and

WHEREAS, City staff and Sensus USA Inc. have operated with an understanding that the 2019 First Amendment extended the Agreement term; and

WHEREAS, current staff has determined that no formal action was presented to the City Council specific to the Agreement extension beyond the First Amendment, however both the City and Sensus USA Inc. have considered the Agreement to be current and valid; and

WHEREAS, staff is recommending the presumed extension of the initial Agreement be ratified by the City Council and the agreement remain in effect at this time.

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

1. The above recitals are true and correct.
2. The City Council ratifies the initial term extension of the Automatic Metering Infrastructure Agreement with Sensus USA Inc. effective January 5, 2020, to January 4, 2025, attached as Exhibit 1 and incorporated herein.
3. The City Council approves the current Agreement extension for an additional five (5) years from January 5, 2025, to January 4, 2030, attached as Exhibit 2 and incorporated herein.
4. The City Manager is authorized to execute all documents necessary to effectuate the Agreement extensions and is also authorized to execute future term extensions if there are no other changes to the Agreement terms and conditions.
5. The resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit 1: Initial term extension letter extending the AMI Agreement term to January 2025

637 Davis Drive
Morrisville, NC USA
www.sensus.com

February 12, 2021

Vonny McPherson
Water Meter and Conservation Supervisor
City of Madera, Public Works
1030 South Gateway Drive
Madera, CA 93637

Re: Advanced Metering Infrastructure Agreement between

Dear Vonny:

Sensus USA Inc. ("Sensus") and the City of Madera ("Customer") entered into an Advanced Metering Infrastructure Agreement on January 5, 2015 ("Original Agreement"); and subsequently modified said Original Agreement in accordance with a First Amendment to the Original Agreement on September 18, 2019 and a Letter of Correction to Exhibit A on November 21, 2019 (collectively the "Agreement").

The Agreement provided for, among other items, an initial five (5) years Term, provided that it may be extended for a longer period by written agreement.

The parties would like to continue the Agreement and, by signing below, hereby agree to extend the Term for an additional five (5) years. Please sign below to consent to extend the Agreement until January 5, 2025.

Further, by signing below, you acknowledge and agree that all other terms and conditions of the Agreement, hereby remain in full force and effect. Please return a signed copy of this letter to me at your earliest convenience.

The exchange of executed copies of this letter by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Letter.

Sincerely,

Tim Harriger
Vice President Sales – NA Water
Sensus USA Inc.

ACKNOWLEDGED AND AGREED:

City of Madera

Signature: _____

Name: _____

Exhibit 2: Second term extension letter extending the AMI Agreement term to January 2030

639 Davis Drive
Morrisville, NC USA
www.sensus.com

December 11, 2024

Vonny McPherson
Water Meter and Conservation Supervisor
City of Madera, Public Works
1030 South Gateway Drive
Madera, CA 93637

Re: Advanced Metering Infrastructure Agreement between

Dear Vonny:

Sensus USA Inc. ("Sensus") and the City of Madera ("Customer") entered into an Advanced Metering Infrastructure Agreement on January 5, 2015 ("Original Agreement"); and subsequently modified said Original Agreement in accordance with a First Amendment to the Original Agreement on September 18, 2019, a Letter of Correction to Exhibit A on November 21, 2019, and a Letter of Extension on February 12, 2021 (collectively the "Agreement").

The Agreement provided for, among other items, an initial five (5) years Term, provided that it may be extended for a longer period by written agreement, and a Letter extending the Agreement to January 5, 2025.

The parties would like to continue the Agreement and, by signing below, hereby agree to extend the Term for an additional five (5) years. Please sign below to consent to extend the Agreement until January 5, 2030.

Further, by signing below, you acknowledge and agree that all other terms and conditions of the Agreement, hereby remain in full force and effect. Please return a signed copy of this letter to me at your earliest convenience.

The exchange of executed copies of this letter by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Letter.

Sincerely,

Tyler Moore
Vice President Sales – NA Water
Sensus USA Inc.

ACKNOWLEDGED AND AGREED:

City of Madera

Signature: _____

Name: _____

Attachment 2: Report to City Council regarding Sensus USA Inc. AMI Agreement with Resolution 14-217

REPORT TO CITY COUNCIL

MEETING DATE: **December 17, 2014**

AGENDA ITEM NUMBER: B-3

Approved by:

PUBLIC WORKS OPERATIONS DIRECTOR

CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Approving an Agreement with Sensus USA Inc. for Sensus FlexNet AMI Software Upgrade and Software Maintenance and Authorizing the Mayor to Sign the Agreement on Behalf of the City of Madera.

RECOMMENDATION:

Staff recommends that the Council adopt the proposed resolution approving an agreement with Sensus USA Inc. to perform a software upgrade to the City's aging Sensus FlexNet AMI system and provide annual maintenance to the system.

SUMMARY:

The City of Madera previously purchased a Sensus FlexNet AMI System in February 2010 in order to begin monitoring water meters. After three separate water meter installation projects, the system currently monitors over 16,000 installed Sensus Water Meter SmartPoints. The servers to receive and store water meter readings are now out of date as is the original version of the Sensus FlexNet AMI Software. This agreement with Sensus is for a Software as a Service (SaaS) and will migrate the pre-existing software to a hosted solution with current features and functionality which is necessary in order to maintain the integrity of our water meter readings.

DISCUSSION:

In 2010, the City of Madera began monitoring the City's water meters using the Sensus FlexNet AMI software and new Dell servers were installed at the time to host the software and store the meter reads. Due to our current system version, age of the servers and need for better reporting and customer service options, an update to the software is required.

The version for the FlexNet system in use by the City is the original release (RNI 1.X) and is significantly behind the current Sensus version RNI 3.30 release. As a result, it has passed the manufacturers end of life and Sensus will not participate in advanced support.

Additionally, the Dell servers have surpassed their warranty and acknowledged lifespan of three to five years. Due to their age, the possibility of the servers malfunctioning becomes a much higher probability. If the servers crash, Sensus cannot guarantee they can get the meter read information back. To get a new server it is currently taking over 120 days; however the possibility exists that Sensus will not be able to build one that can be used for our current system. As a result, it is very important to upgrade the system to make sure it continues to operate properly. Sensus is proposing a hosted/cloud based solution, a SaaS. With this system there will be no servers to be maintained at or by City of Madera staff. The RNI will be housed in one of two data centers and mirrored at the other one. This means that Sensus will be maintaining the server and security of the data.

One of the largest benefits to the City will be "Logic". Logic is a Meter Data Management (MDM) software that is used with the latest version of the FlexNet (AMI System). Logic will provide the City with new reporting options as well as helping take a proactive approach to maintaining the water distribution system. For instance, Logic has the following tools at its disposal; monitoring vacant properties in order to deliver alerts about possible acts of theft, identifying potential water system leaks, setting priority levels for different users, and identifying consumer side leaks. As a result, the system will greatly assist in scheduling reports that will help with work order prioritization and providing information that will assist in dealing with customers.

The agreement with Sensus USA Inc. will provide the following services:

- Migration of existing Meter Data Management (MDM) meter reading data to a hosted data-center environment.
- Complete "Turn-key" upgrade migration service for currently installed software setups and servers to the most current version.
- Installation, configuration and validation of Logic MDM Software.
- Three days of onsite training.
- Annual support and maintenance for continued operation of FlexNet AMI System components.

Additionally, it should be noted that the conditions of the agreement are not completely ideal. Specifically, the City takes exception to section 5b of the agreement which limits Sensus' liability to what the City has paid them or $10,000. City staff attempted to negotiate alternative language but was unsuccessful. The terms of the agreement were presented by the vendor as being fixed and nonnegotiable. As a result, due to the need to maintain our current water meter data collection system and the lack of a viable alternative, staff recommends signing the agreement with Sensus USA, Inc.

FINANCIAL IMPACT:

The financial cost of this software upgrade will be spread out over five years. The cost of the first year is $34,020 and includes implementation of the software, the hosted service, and staff training. Years two through five will cost $21,200 a year and include the hosted service and annual maintenance. Below is a breakdown of the costs and what year each cost occurs.

I. Software Services		**Total Cost**	**Payment Due**
RNI with LOGIC, Hosted Service (Year 1)		$16,000	Year 1
RNI with LOGIC, Implementation (One-Time)		$12,500	Year 1
	Subtotal	***$28,500***	
II. Installation & Training Services			
Standard Training: RNI & LOGIC		$5,520	Year 1
	Sub Total	***$5,520***	
	Total Year One Costs	**$34,020**	
III. Annual Support & Maintenance			
RNI with LOGIC, Hosted Service		$16,000	Annually years 2-5
TGB & Spectrum Annual Maintenance		$5,200	Annually years 2-5
	Yearly Maintenance Fee	**$21,200**	
	Total over 4 years	**$84,800**	

The costs for the first year of this agreement are currently included in the 2014/15 Fiscal Year Budget of the Water Fund. There are no impacts to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This proposed action is consistent with the Madera Vision Plan, specifically under:

- Action 434.1: Increase water-usage monitoring through meter reading and water-patrol to increase conservation.

RESOLUTION NO. 14-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH SENSUS USA INC. FOR SENSUS FLEXNET AMI SOFTWARE UPGRADE AND SOFTWARE MAINTENANCE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

WHEREAS, The City is in need of updating the current Sensus Flexnet AMI Software for meter reading purposes and software maintenance; and

WHEREAS, The City has determined that it is prudent to obtain professional services from a firm with the unique skills to provide such an upgrade and future maintenance; and

WHEREAS, The City has determined that Sensus USA Inc. has unique and appropriate skills and capacities to perform said upgrade and future maintenance; and

WHEREAS, An agreement with Sensus USA Inc. to provide said services has been developed to the satisfaction of both parties; and

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 Agreement with Sensus USA Inc. to provide for Sensus Flexnet AMI Software Upgrade and Software Maintenance, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved. The Mayor is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Madera this 17th day of December, 2014 by the following vote:

AYES: Council Members Poythress, Oliver, Rigby, Bomprezzi, Medellin, Holley, Robinson.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:

ROBERT L. POYTHRESS, Mayor

ATTEST:

SONIA ALVAREZ, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO LEGAL FORM:

BRENT RICHARDSON, City Attorney

Advanced Metering Infrastructure (AMI) Agreement

between

City of Madera
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Term"), provided that it may be extended for a longer period by written agreement.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.
By: Tim Harriger
Name: TIM HARRIGER
Title: Director of Sales
Date: 1/5/15

Customer: City of Madera
By:
Name: Robert L. Poythress
Title: Mayor
Date: 12/18/14

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease
Part 2: AMI Agreement
Exhibit A Software as a Service
Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1

Customer/Lessee Name: City of Madera			
Attention To: Ted Uyesaka		**Name of Real Party In Interest:** City of Madera	
Street Address: 205 W. 4th Street			**City:** Madera
State: CA	**Zip:** 93637		**Phone:** 559-661-5400
Fax: 559-674-2972		**Email:** tuyesaka@cityofmadera.com	

Is Customer contact information same as above? ☐Yes ☒No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2

Company Name: City of Madera			
Attention To: Dave Randall			
Street Address: 1030 S. Gateway Drive			**City:** Madera
State: CA	**Zip:** 93637		**Phone:** 559-661-5466
Fax: 559-661-0760		**Email:** drandall@cityofmadera.com	

3

Customer/Lessee is a(n) (Select one): ☐Individual I ☐ Unincorporated Association I ☐Trust
☒Government Entity I ☐Corporation I ☐ Limited Liability Company I ☐General Partnership
☐Limited Partnership I ☐Limited Liability Partnership I ☐Consortium I ☐ Other _____

4

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.
Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5

Customer Tax ID: 94-6000365

Individual Contact For FCC Matters

6

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.

Name Ted Uyesaka	
Title: IS Manager	
Email: tuyesaka@cityofmadera.com	Phone: 559-661-5400
Personal FRN:	
Link for obtaining personal FRN: **https://apps.fcc.gov/coresWeb/regEntityType.do**	

Ownership Disclosure Information

7

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?		Ownership Disclosure?	
Mayor: Robert L. Poythress	☒Yes	☐No	☐Yes	☒No
Council Member: Sally J. Bomprezzi	☒Yes	☐No	☐Yes	☒No
Council Member: Andrew J. Medellin	☒Yes	☐No	☐Yes	☒No
Council Member: William Oliver	☒Yes	☐No	☐Yes	☒No

Council Member: Derek O. Robinson Sr.	☒Yes ☐No	☐Yes ☒No
Council Member: Charles F. Rigby	☒Yes ☐No	☐Yes ☒No
Council Member: Donald E. Holley	☒Yes ☐No	☐Yes ☒No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No

8 **Alien Ownership Questions** (If the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐Yes ☒No

9 **Basic Qualification Information**

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐Yes ☒No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐Yes ☒No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐Yes ☒No

10 **Customer/Lessee Certification Statements**

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒Yes
7)The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Seneus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: Robert	MI: L.	Last Name: Poythress	Suffix:
Title: Mayor		Customer Name: City of Madera	
Signature:			Date: 12/18/14

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).

Part 2: AMI AGREEMENT

1. **Equipment.**
   A. **Purchase of Equipment.** Customer shall purchase all Equipment from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: http://na.sensus.com/TC/TermsConditions.pdf, or 1-800-METER-IT.
   B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
   A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide Installation services pursuant to this Agreement.
   B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
   C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement.
   D. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.
   E. **Project Management.** Project Management of the AMI System is not included in this Agreement.
3. **Software.**
   A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
4. **Spectrum**
   A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
   B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
   C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
   D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
      i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
      ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
      iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
      iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
   E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
   F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
   G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
   H. **FCC Compliance.** The following FCC requirements apply
      I. Pursuant to 47 CFR 1.9040(a);
         (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
         (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
         (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
         (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
         (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
      II. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
         (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

(b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

5. **General Terms and Conditions.**

A. **Intentionally Omitted**

B. **Limitation of Liability.**

i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and spectrum lease shall immediately cease.

D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.

E. **Intellectual Property**. No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.

F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

G. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

K. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.

L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

M. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

N. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.

O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
   A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
   B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
   C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
   D. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
   E. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
   F. **"Field Devices"** means the meters and SmartPoint Modules.
   G. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
   H. **"FlexWare™ Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
   I. **"Harris Software"** means the specific items of software provided by N. Harris Computer Corporation only to the extent Customer; (i) has been provided pricing for that specific item of Harris Software; and (ii) is current in its payments for that specific item of Harris Software.
   J. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
   K. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
   L. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
   M. **"LCM"** identifies the load control modules.
   N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
   O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
   P. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
   Q. **"Release"** means both Updates and Upgrades.
   R. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
   S. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
   T. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
   U. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
   V. **"Server Hardware"** means the RNI hardware.
   W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
   X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
   Y. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
   Z. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
   AA. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
   BB. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for Software as a Service.

A. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that; (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service.

B. Software as a Service Definition.

1. "**Software as a Service**" means only the following services:
   - i. Use of RNI hardware, located at Sensus' or a third party's data center facility (as determined by Sensus), that is necessary to operate the AMI System.
   - ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
   - iii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
   - iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
   - v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
   - vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
   - vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
   - viii. If requested, submitting a "daily reading file" in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
   - ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
   - x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the Service Territory.
   - xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
   - xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
   - xiii. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit B.
   - xiv. Providing "hot fallover" disaster recovery solution within twenty four (24) hours.
   - xv. Providing FlexNet Base Station parts repair or replacement, at Sensus' discretion. This excludes field repair labor and field maintenance labor.
2. "**Software as a Service**" does not include any of the following services:
   - i. Normal periodic processing of accounts or readings for Customer's billing system for billing or other analysis purposes (other than daily file delivery).
   - ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
   - iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
   - iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
   - v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via internet or point to point connection (i.e., Hosted-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{(TMO – Total Non-Scheduled Downtime minutes in the Month)}}{\text{TMO}}$$

2. **Calculations**
   - i. "***Targeted Minutes of Operation***" or "***TMO***" means total minutes in the applicable month ("Month") minus the Scheduled Downtime in the Month.
   - ii. "***Scheduled Downtime***" means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
   - iii. "***Non-Scheduled Downtime***" means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
3. **Exceptions.** "Exceptions" mean the following events:
   - i. Force Majeure;
   - ii. Emergency Work, as defined below; and
   - iii. Lack of Internet Availability, as described below.
4. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO,

Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Host Systems or the FlexWare Software ("Emergency Work "). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

5. **Lack of Internet Availability**. Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public Internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

B. Host Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:

1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
3. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
4. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
5. Dry pipe pre-action fire detection and suppression systems are provided.
6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer

1. Customer shall promptly pay all Software as a Service fees.

2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the FlexWare Software application.

3. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.

4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the FlexWare Software application and Host Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the FlexWare Software application through Customer's account, account ID, usernames or passwords.

D. Disaster Recovery. In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as a soon as commercially reasonable.

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:

Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis

Exhibit B
Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and fowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. **Problem Escalation Process.**

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service contracts.

7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.

7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.

7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (http://myflexnetsystem.com/Module/User/Login). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Attachment 3: Report to City Council regarding AMI Agreement Amendment 1 with Resolution 19-163

REPORT TO CITY COUNCIL

Approved by:

_____
John Scarborough, Public Works Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: September 18, 2019

Agenda Number: C-6

SUBJECT:

Consideration of a Resolution Approving the First Amendment to the Agreement with Sensus USA Inc. for Advanced Water Meter Infrastructure Services and Authorizing the Mayor to Sign the Amendment on Behalf of the City; and

Consideration of a Resolution Amending the City of Madera FY 2019/20 Budget in the Amount of $10,300.00 for Advanced Metering Infrastructure Services.

RECOMMENDATION:

It is recommended that City Council (Council) adopt the Resolution approving the First Amendment to the Agreement with Sensus USA Inc. (Sensus) for Advanced Water Metering Infrastructure (AMI) Services which will allow an upgrade from the LOGIC to Analytics system in order to provide a more advanced system which can be integrated with Tyler Munis. Additionally, it is recommended Council adopt the Resolution amending the FY 2019/20 Budget to add an allocation in the amount of $10,300 for this upgrade. This cost includes one-time setup and integration fees, as well as training on the new system.

SUMMARY:

In February 2010, the City purchased a Sensus FlexNet AMI System to begin monitoring City water meters. The City completed three separate water meter installation projects which allowed for the installation of over 14,000 Sensus Water Meter SmartPoints which electronically transmit water use data from each meter to the City's Utility Billing Division. In December 2014, the Sensus software system and servers were upgraded and a five-year agreement for new AMI services was executed. The upgrade being proposed with this amendment would provide a more

advanced and user-friendly system to access detailed meter usage and event history, identify anomalies, and enable staff to track specific water usage and meter issues. The software upgrade will also allow for more efficient integration with Tyler Munis for utility billing purposes.

DISCUSSION:

In 2010, the City began monitoring water meters using the Sensus FlexNet AMI system. At that time, servers were installed to host the software and store the meter readings. In 2014, the City upgraded to the currently used system: LOGIC. The LOGIC system provided improved reporting and customer service options.

The proposed amendment would allow the City to upgrade, once again, to the Analytics system, the most current software being offered by Sensus. The Analytics system has several advantages over the current LOGIC system:

- Ease of Use: Analytics is an application-based software that is easy to use and can be easily navigated. LOGIC is not as user friendly and requires the user to access several links to obtain needed data.
- Sustainability: Analytics is a Sensus product that is maintained and supported at a high level with a direct line of communication to technology support staff. LOGIC is a third-party software making it difficult to receive support.
- Advancement: Anaytics is constantly being updated. Additional icons and reports are added on a regular basis and custom reports are available, if requested. LOGIC has not been updated in over three years.

The annual fee for Sensus is $28,000 which includes $18,000 for hosted service and software technical support and $10,000 for base station extended warranty. Sensus is the City's provider for the software, equipment and technical support for the automatic meter reading system. The meters electronically transmit hourly meter usage reads to the base stations through the electronic transmitters on meter. That data is collected and transferred through the software enabling access to the usage data for each meter for billing, water conservation and customer service purposes which breaks down to $2,333.33 per month. There are over 14,000 account which breaks down to approximately $0.17 per account, per month

Additionally, as the final phase in the Tyler Munis implementation project, the City is currently implementing the utility billing financial software. This process will include making technological connections between Tyler Munis and the Sensus meter reading software system. This connection will allow the City to more efficiently gather water usage reads for the billing process. In order to complete this connection, the Sensus system must be upgraded from LOGIC to Analytics. If the proposed amendment is approved, the City will be able to complete the Tyler Munis utility billing and Sensus system upgrades and connections simultaneously.

FINANCIAL IMPACT:

The cost for the upgrade from the LOGIC to Analytics system will be a one-time fee of $10,300.00. This would include the following:

Table 1: *Costs for Sensus upgrade*	
Item	*Costs*
Analytics Setup Fee	$2,400
Analytics Standard Integration	$5,400
Analytics Training	$2,500
Total	**$10,300**

Staff has proposed that a budget amendment be made in this amount to the Water Maintenance/Operations Fund, Contracted Services. This associated budget amendment will be funded by the Water Unallocated Fund balance. The ongoing cost for the current Sensus agreement is included in the adopted FY 2019/20 Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This proposed action is consistent with the Madera Vision Plan:

> Action 434.1: Increase water-usage monitoring through meter reading and water-patrol to increase conservation.

ALTERNATIVES:

1. Council may elect to approve the amendment at which time staff will immediately begin coordinating the upgrade and integration with our existing financial software.
2. Council may elect to not approve the amendment. The action will result in the AMI system not being upgraded making support difficult and expensive to obtain in the future.
3. Council may request additional information regarding the Sensus upgrade to be brought back at a later meeting.

ATTACHMENTS:

1. Resolution Approving Agreement Amendment
2. Exhibit 1 to Resolution 1 – First Amendment to the Advanced Metering Infrastructure Agreement
3. Resolution Amending FY 2019/20 Budget
4. Exhibit AA

RESOLUTION NO. 19-163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH SENSUS USA INC. FOR ADVANCED METERING INFRASTRUCTURE SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera (City) and Sensus USA Inc. (Sensus) entered into an Agreement dated January 5, 2015, for Advanced Metering Infrastructure Services; and

WHEREAS, Sensus has submitted the First Amendment to the Agreement in response to the City's request to upgrade the system software; and

WHEREAS, the proposed Amendment to the Agreement is in the best interests of the City and Sensus.

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 First Amendment to the Agreement for Advanced Metering Infrastructure Services with Sensus, attached hereto as Exhibit 1, is approved.

3. The Mayor is authorized to execute the Amendment on behalf of the City.

4. This Resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 18th day of September 2019 by the following vote:

AYES: Mayor Medellin, Council Members Montes, Gallegos, Rodriguez, Robinson, Garcia and Holley.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:

ANDREW J. MEDELLIN, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO LEGAL FORM:

Not Required.
City Attorney

FIRST AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
("First Amendment")

This First Amendment is made this 18 day of September 2019 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 637 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Madera, a city formed in the State of California, ("Customer").

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on January 5, 2015 ("Agreement"); and

WHEREAS the parties desire to amend the Agreement according to the terms and conditions in this First Amendment; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Agreement.

2. **Software.** By way of this First Amendment, Customer hereby elects to utilize Sensus Analytics software in lieu of the Harris-licensed Logic software. Accordingly, Exhibit A of the Agreement is hereby replaced in its entirety with the Exhibit A attached hereto.

3. **Intellectual Property.** Section 5.E. of the Agreement is hereby replaced in its entirety with the following:

   E. **Intellectual Property Rights.**

   i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

   ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.

   iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.

   iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

4. **Data Privacy.** New Section 5.P. is hereby added to the Agreement:

   P. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's

privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

5. **Insurance.** New Section 5.Q. is hereby added to the Agreement:

Q. **Professional (E&O) Liability/Cyber Liability.** Sensus shall maintain Professional Liability, Technology Errors & Omissions Liability and Network Security & Privacy Liability insurance with limits of two million ($2,000,000) per claim and in the aggregate. Sensus will list Customer as an additional insured party under this insurance policy. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out Xylem' professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to Customer's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against Customer for the FlexNet System, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for Customer's non-physical business interruption due to a security failure of a Sensus computer system, network, hardware or software or Sensus' professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.

6. **Entire Agreement**. The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Agreement, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

By: Tim Harriger

Name: Tim Harriger

Title: VP Sales NA Water

Date: September 4, 2019

CITY OF MADERA

By:

Name: Andrew J. Medellin

Title: Mayor

Date: 09/18/19

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Exhibit A
Software

Software as a Service

1. **Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.

ii. Sensus will provide production and disaster recovery environments for Application.

iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.

iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
   (a) Network addresses and virtual private networks (VPN)
   (b) Standard time source (NTP or GPS)
   (c) Security access points
   (d) Respond to relevant alarms and notifications

v. Capacity and performance management. Sensus will:
   (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
   (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
   (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
   (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
   (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:
   (a) Implement the data retention plan and policy, and will provide the policy upon request.
   (b) Monitor space and capacity requirements.
   (c) Respond to database alarms and notifications.
   (d) Install database software upgrades and patches.
   (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:

(a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
(b) Respond to incidents and problems that may occur to the Application(s).
(c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
(d) Correlate incidents and problems where applicable.
(e) Sensus personnel will use the self-service portal to document and track incidents.
(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:
(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
(b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:

i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.

ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{(TMO – Total Non-Scheduled Downtime minutes in the Month)}}{\text{TMO}}$$

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. **Data Center Site-Security**. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. **Responsibilities of Customer.**

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. **Software Solution Components.**

i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.

ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.

a. Core Package

(i) Communication

1. Manages all inbound and outbound traffic to and from endpoints
2. Outbound routing optimization
3. Route analyzer
4. AES256 bit encryption of radio messages
5. Reports and metric details of network performance and troubleshooting aids
6. Management of RF equipment (base stations and endpoint radios)

(ii) Data Collection

1. Missing read management
2. Management of duplicate reads
3. 60 day temporary storage

(iii) Application integration

1. To Sensus Analytics applications
2. Enable 3rd party application integration
3. Batch CMEP file export
4. Real-time access through MultiSpeak

(iv) Endpoint Management
1. Gas, water, electric, lighting concurrent support
2. Remote configuration
3. Remote firmware updates
4. Reports, metrics and Troubleshooting

(v) User Management
1. Secure access
2. Password management
3. Definable user roles
4. User permissions to manage access to capabilities

b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:

(i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.

(ii) Customer Responsibilities:
1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
2. Establish the network and security required for the two systems to reasonably communicate.
3. Verify integration to third party system functionality is working as intended.

(iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-6

SUBJECT:

Acceptance of a donation to the Police Department

RECOMMENDATION:

Adopt a Minute Order accepting a donation of $1,500 from various local business owners

SUMMARY:

Several local business owners from our city's vibrant Sikh community have demonstrated their support for law enforcement by generously contributing $1,500. This meaningful donation is dedicated to enhancing public safety efforts, with a focus on acquiring essential equipment and strengthening community outreach initiatives.

DISCUSSION:

This contribution is intended to strengthen the Police Department's (MPD) capacity to serve the community by providing supplemental funding for essential equipment and outreach initiatives. Furthermore, it underscores the significance of fostering partnerships between law enforcement and community stakeholders. The proposed action seeks approval to formally accept this generous donation.

FINANCIAL IMPACT:

This donation imposes no financial burden on the City and aligns fully with the City's commitment to promoting community engagement while ensuring the MPD has access to critical resources and equipment.

ALTERNATIVES:

The City Council could direct staff to return the $1,500 donation.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-7

SUBJECT:

Purchasing Agent Agreement with the County of Madera Relating to the CalFresh Healthy Living Program

RECOMMENDATION:

1. Adopt a Resolution Approving a Purchasing Agent Agreement with the County of Madera in the amount of $27,000 relating to CalFresh Healthy Living Program and ending September 30, 2025; and
2. Adopt a Resolution Amending the City's Fiscal Year (FY) 2024/25 Budget approving related revenue and expenditure line items relating to the execution of the CalFresh Healthy Living Program.

SUMMARY:

The County of Madera Department of Public Health (MCDPH) has approached the City with a proposal to extend collaborative efforts in promoting essential life skills related to healthy eating and active living through the CalFresh Healthy Living Program. Under the proposed partnership, the County is committed to providing the City with up to $27,000 in reimbursement to support the execution of programming aligned with the goals of CalFresh. The agreement, if approved, would commence as soon as possible and terminate on September 30, 2025. This continued collaboration signifies a valuable opportunity for the City to enhance community well-being, and the financial support from the County underscores their dedication to fostering a healthier and more active lifestyle among Madera residents.

DISCUSSION:

The City has collaborated with MCDPH on the CalFresh Healthy Living Program for the past three consecutive years, with this partnership potentially set to be the fourth year if approved.

The CalFresh Healthy Living Program is the country's most extensive nutrition education program. It strives to improve the health of Californians through access to healthy food choices and safe places to be active. To assist the County with the implementation of its goals under the CalFresh Healthy Living Program, City staff developed a work plan for providing community residents with opportunities that focus on healthy eating and being physically active.

Throughout the rest of FY 2024/2025 and a portion of the first quarter of FY 2025/2026, the City will actively engage in a range of carefully crafted activities focusing on promoting healthy eating and encouraging physical activity within the community. The planned programming includes a variety of initiatives that will collectively contribute to fostering a culture of wellness and making positive strides toward healthier lifestyles among our residents.

- "Whip it up" Wednesdays
  - Target Age Group: Elementary to High School age youth
  - Location: John Wells Youth Center and Pan-American Center
  - Purpose: To empower youth with the knowledge and skills to make healthy food
  - choices and prepare nutritious meals.
  - Class Schedule: 68 total classes

- Karate with Me
  - Target Age Group: Elementary to High School Age Youth
  - Location: John Wells Youth Center
  - Purpose: To provide youth in our community with the opportunity to learn karate, promoting physical fitness, self-discipline, and a sense of community. As well as help develop and improve hand-eye coordination, dexterity, and motor skills in younger children.
  - Class Schedule: 70 classes

- Toddler Time
  - Target Age Group: Ages 2 - 5 years old with parent/guardian participation
  - Location: John Wells Youth Center and Pan-American Center
  - Purpose: Toddlers and young children, along with their parent/guardian, will have the opportunity to learn cooperative activities such as art, music, outdoor play, healthy cooking (with parents), and story time on an age-appropriate scale. The parent/guardian will have the opportunity to learn side by side with their toddler.
  - Class Schedule: 35 classes

In response to the County's inquiry about maintaining a traffic safety activity into the educational programming goals of the CalFresh Healthy Living Program, being interested in an additional traffic safety event. The City will conduct one traffic safety event, similar to the two hosted during the last agreement term. The event encompasses a multifaceted plan that includes informative and interactive sessions, and engaging activities focused on enhancing awareness and adherence to traffic safety practices.

- Traffic and Pedestrian Safety
    - Target Age Group: Ages 4 – 10 years old with parent/guardian participation
    - Location: John Wells Youth Center
    - Purpose: To instill awareness and knowledge of traffic rules and pedestrian safety to help reduce accidents and promote responsible road behavior from an early age through a traffic playground setting, invitation of local law enforcement agencies, educational handouts, and traffic safety giveaways.

Lastly, in being proactive to further engage with the community, to promote the importance of environmental stewardship and creating a healthier environment, the City has proposed to use funds from the CalFresh Healthy Living Program to complete one community cleanup event.

- Community Cleanup
    - Target Age Group: Ages 5 and up
    - Location: Town and Country Park
    - Purpose: To educate participants about the importance of environmental stewardship and creating a healthier environment, as well as empower individuals to take action and contribute positively to their community, fostering a sense of pride. The event will get community members physically active, create a cleaner space in a popular community destination, engage the community, create social interactions, and encourage outdoor exploration for all members of the community.

FINANCIAL IMPACT:

The total budget for the activities described in the work plan is $27,000. This includes supplies for the activities planned; incentive prizes; and staff time. The County will reimburse the City for up to $27,000 of these expenses. This will provide an estimated relief to the General Fund of approximately $9,333 in salaries adopted in the FY 2024/25 City Budget, as well as $8,667 in supplies once reimbursement is received. Because this Agreement will span two fiscal years, some expenses will occur in the current year, while others will happen in FY 2025/26. Table 1 provides a summary of the anticipated expenses and expected reimbursements.

Table 1: *Purchasing Agent Agreement Budget*

Description	FY 2024/25	FY 2025/26
Estimated Expenditure of Salaries	$9,333	$4,667
Estimated Expenditure of Supplies	$8,667	$4,333
Total	**$18,000**	**$9,000**
Estimated County Reimbursement	$18,000	$9,000
Total Net Cost for City	$0	$0

A budget amendment is proposed to recognize the corresponding anticipated expenditures of $8,667 in materials, $9,333 in salaries, and the additional revenue of $18,000 for FY 2024/25. These totals would be reflected in the Parks Grants Fund, #41096361.

The remaining revenue and expenditure totals for FY 2025/26 will be included in the proposed budget for the next fiscal year.

ALTERNATIVES:

In considering the Council's options regarding the Purchasing Agent Agreement with the County under the CalFresh Healthy Living Program for FY 2024/25, two potential alternatives are identified for their consideration:

1. The Council may choose to request that staff bring additional information back to a subsequent meeting. This option allows the Council to seek further clarification on specific aspects of the proposed Purchasing Agent Agreement. This could include more details on the terms, benefits or potential impacts of the agreement.
2. Council may decide not to enter into the Purchasing Agent Agreement. This choice would involve forfeiting the partnership with the County for the specified purpose.

These alternatives provide the Council with the flexibility to either seek more information for better understanding or make a deliberate decision not to proceed with the proposed agreement.

ATTACHMENTS:

1. Resolution – Approving Agreement
    a. Exhibit 1 – Purchasing Agent Agreement
        i. Exhibit A – Subcontract Work Plan
2. Resolution – Budget Amendment
    a. Exhibit A – Budget Amendment

ATTACHMENT 1

Resolution – Approving Agreement

a. Exhibit 1 – Purchasing Agent Agreement

i. Exhibit A – Subcontract Work Plan

RESOLUTION NO. 25 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PURCHASING AGENT AGREEMENT WITH THE COUNTY OF MADERA IN THE AMOUNT OF $27,000 RELATING TO CALFRESH HEALTHY LIVING PROGRAM

WHEREAS, the County of Madera (County) Department of Public Health wishes to collaborate to promote physical activity and nutrition support to the community by supporting the CalFresh Healthy Living Program; and

WHEREAS, the County wishes to partner with the City to provide these services to residents; and

WHEREAS, the County has prepared a Purchasing Agent Agreement, which will provide the City $27,000 for the period of October 1, 2024, through September 30, 2025; and

WHEREAS, the City has prepared a work plan detailing deliverables that meet the goals of the County and the CalFresh Healthy Living Program; and

WHEREAS, the City beliefs the Purchasing Agent Agreement is in the best interests of the City, the County, and the citizens of Madera

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

1. The above recitals are true and correct.
2. The City Council approves the Purchasing Agent Agreement with the County of Madera (CalFresh Healthy Living Program: City-County Agreement) for healthy cooking and activity classes which is attached hereto as Exhibit 1 and incorporated by reference.
1. This Resolution is effective immediately upon adoption.

****

MADERA COUNTY PURCHASING AGENT AGREEMENT NO. _____
(Public Health Department; City of Madera CalFresh Healthy Living Program Partnership)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), by and through the Madera County Purchasing Agent, and the CITY OF MADERA ("CONTRACTOR").

AGREEMENT

1. **TERM**. CONTRACTOR's services under this Agreement shall commence on the date of execution and end on September 30, 2025, unless sooner terminated.

2. **SCOPE OF SERVICES**. CONTRACTOR shall provide residents of the City of Madera with the opportunity to learn life skills involving healthy eating and active living through cooking classes, karate classes, active play classes for parents/guardians and toddlers, traffic and pedestrian safety classes, and community cleanup activities, as fully described in the CalFresh Healthy Living Program Partnership Proposal Between City of Madera and Madera County Department of Public Health, attached hereto as Exhibit "A," and incorporated herein by reference.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 009, found at: https://www.maderacounty.com/i-want-to/view-county-master-contracts, is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 009, but with the exception of Section 23, "Notices," which is superseded by Section 5, below.

4. **COMPENSATION AND COSTS**. CONTRACTOR's total compensation for the satisfactory completion of this Agreement shall not exceed the sum of Twenty-Seven Thousand Dollars ($27,000). Upon execution of this Agreement, COUNTY shall advance

to CONTRACTOR full amount of this Agreement. At termination of this Agreement, CONTRACTOR shall return all unused funds to COUNTY including but not limited to funds allocated for services not completed by CONTRACTOR. At termination of this Agreement, CONTRACTOR shall provide documentation for all funds expended to provide services described in Exhibit "A," attached hereto.

5. **NOTICES**. Notices required by this Agreement shall be in writing or via email and shall be effective upon personal service, receipt of email, or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Sara Bosse, Public Health Director
Department of Public Health
1604 Sunrise Avenue
Madera, CA 93638
Sara.bosse@maderacounty.com

CONTRACTOR

Arnoldo Rodriguez
City Manager
City of Madera
205 W. 4th Street
Madera, CA 93637
arodriguez@madera.gov

With Copy to

Darin McCandless
Purchasing Agent
200 West 4th Street
Madera, CA 93637
Darin.mccandless@maderacounty.com

6. **INSURANCE**. CONTRACTOR shall not commence work under this Agreement until first obtaining, at its own expense, the following insurance policies: commercial general liability in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; and workers' compensation, as required by California law.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Approved as to Legal Form:
COUNTY COUNSEL

_____
Darin McCandless, Purchasing Agent

By: _____

CITY OF MADERA

By: _____
(Signature)

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

_____
(Print)

Title: _____

By: _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

By: _____

ACCOUNT NUMBER(S)

_____

_____

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EXHIBIT A

CalFresh Healthy Living Program Partnership Proposal
Between
City of Madera and Madera County Department of Public Health

1. Project Overview:
CalFresh Healthy Living supports healthy, active and nourished lifestyles by teaching Californians about good nutrition and how to stretch their food dollars, while also building partnerships in communities to make the healthy choice, the easy choice.

2. City of Madera Project Scope:
To provide the residents of the City of Madera the opportunity to learn life skills involving healthy eating and active living. Residents will learn these skills through healthy cooking classes, active play through the fundamentals of karate, and parent/child activities. This program year, the City of Madera will provide education and activities related to Policy, System, and Environmental (PSE) specific to pedestrian safety and traffic safety.

3. Timeline:
- Grant Ending in September 2025.

4. Project Team:
- Derrick Sanchez, Recreation/Community Program Coordinator
- Gabriela Salazar, Administrative Analyst I
- Program Leader I Personnel

5. Deliverables:
To provide the youth of the City of Madera with the knowledge of healthy eating and active living through hands-on weekly classes. Targeting age group of 2 years old to 17 years old.
- "Whip it up" Wednesdays
    - Target Age Group: Elementary to High School age youth
    - Location: John Wells Youth Center and Pan-American Center
    - Purpose: To empower youth with the knowledge and skills to make healthy food choices and prepare nutritious meals.
    - Curriculum: Harvest of the Month
    - Duration: 60 minutes
    - Class Schedule: 68 total classes

    - Topics May Include: Introduction to Healthy Eating, Basic Cooking Skills, Nutrient-Rich Ingredients, Meal Planning, Cooking with Color, Cooking on a Budget, Culinary Showcase
    - Materials May Include: Cookbooks, cooking utensils, pots & pans, aprons, induction cook tops, countertop oven, perishable items for recipes, and general cooking-related supplies and materials.

- Karate with Me
    - Target Age Group: Elementary to High School Age Youth
    - Location: John Wells Youth Center
    - Purpose: To provide youth in our community with the opportunity to learn karate, promoting physical fitness, self-discipline, and a sense of community. As well as help develop and improve hand-eye coordination, dexterity, and motor skills in younger children.
    - Curriculum: GKR Karate – Karate for Everyone
    - Duration: 60 minutes
    - Class Schedule: 70 classes
    - Topics May Include: Introduction to Karate, Karate Basics, Self-Defense Techniques, Karate Values and Ethics, Sparring Fundamentals, Physical Conditioning, and Kata Showcase.
    - Materials May Include: Karate uniforms for participants, basic protective gear, mats or suitable flooring for training, karate feet pads, first aid kit.

- Toddler Time
    - Target Age Group: Ages 2 - 5 years old with parent/guardian participation
    - Location: John Wells Youth Center and Pan-American Center
    - Purpose: Toddlers and young children, along with their parent/guardian, will have the opportunity to learn cooperative activities such as art, music, outdoor play, healthy cooking (with parents), and story time on an age-appropriate scale. The parent/guardian will have the opportunity to learn side by side with their toddler.
    - Curriculum: California Infant/Toddler Curriculum Framework
    - Duration: 60 minutes
    - Class Schedule: 35 classes
    - Topics May Include: Colors and Shapes, Music and Movement, Animal Adventures, Storytime, Farmyard Friends, Bubbles and Ballons, and Transportation Fun
    - Materials May Include: Sensory exploration, music and movement, story time, art and creativity, gross motor skills, and nature exploration.

- Traffic and Pedestrian Safety
    - Target Age Group: Ages 4 – 10 years old with parent/guardian participation
    - Location: John Wells Youth Center

- Purpose: To instill awareness and knowledge of traffic rules and pedestrian safety to help reduce accidents and promote responsible road behavior from an early age.
- Curriculum: National Highway Traffic Safety Administration – Child Pedestrian Safety Curriculum
- Duration: 90 minutes
- Event Schedule: This delivery will be completed with one community event.
- Materials May Include: Visual aids, model road signs, pedestrian crosswalk props, bicycle safety gear for demonstration and giveaways, and educational handouts for participants.

- Community Cleanup
  - Target Age Group: Ages 5 and up
  - Location: Town and Country Park
  - Purpose: To educate participants about the importance of environmental stewardship and creating a healthier environment, as well as empower individuals to take action and contribute positively to their community, fostering a sense of pride. The event will get community members physically active, create a cleaner space in a popular community destination, engage the community, create social interactions, and encourage outdoor exploration for all members of the community.
  - Event Schedule: This delivery will be completed with one community event.
  - Curriculum: Clean California
  - Duration: 60 minutes
  - Topics May Include:
  - Materials May Include: Trash-pickers, trash bags, refreshments, educational handouts

9. Estimated Budget:

Item Description	Estimated Amount
Materials and Supplies	$13,000
Project Team Hours	$14,000
Total	**$27,000**

ATTACHMENT 2

Resolution – Budget Amendment
a. Exhibit A – Budget Amendment

RESOLUTION NO. 25 - _ _ _ _

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2024/25 BUDGET APPROVING RELATED EXPENDITURE LINE ITEM RELATING TO CALFRESH HEALTHY LIVING PROGRAM

WHEREAS, the City Council previously adopted a City-wide Budget for 2024/25 Fiscal Year; and

WHEREAS, the County of Madera has prepared a Purchasing Agent Agreement which will provide the City $27,000 for the period of October 1, 2024, through September 30, 2025; and

WHEREAS, amendments to the City-wide Budget for the 2024/25 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related expenditures of $18,000 to cover anticipated costs; and

WHEREAS, amendments to the City-wide Budget for the 2024/25 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related revenue expected of $18,000.

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

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

*****

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 25-_____

Budget Adjustments for Fiscal Year 2024/25

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Parks Grant Fund	41096361	4683	Program Revenue		$ 18,000
	41096361	5005	Salaries/Part Time	9,333	
	41096361	6480	Program Supplies	8,667	
				$ 18,000	**$ 18,000**

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-8

SUBJECT:

Acceptance and Reimbursement of Off-site Improvements for EZ Trip Fueling Station

RECOMMENDATION:

A. Adopt a resolution:

   a. Accepting off-site improvements for the EZ Trip Fueling Station

   b. Authorize the filing of the Notice of Acceptance for said off-site improvements

B. Adopt a resolution approving a budget amendment increase of $700,000 for the purpose of reimbursing for improvements completed in connection with the EZ Trip Fueling Station Reimbursement Agreement

SUMMARY:

The Owner, Millenium Acquisitions LLC (Owner), has completed the off-site public improvements in accordance with the approved Reimbursement Agreement (Agreement) and improvement plans regarding SPR 2016-57 for the EZ Trip Fueling Station (EZ Trip). The Owner has paid all required fees and submitted a warranty bond for the completed improvements.

DISCUSSION:

EZ Trip is a commercial development located on the northeast corner of the intersection of Madera Avenue (SR 145) and Pecan Avenue. On December 12, 2017, the Planning Commission approved Site Plan Review (SPR 2016-57) and later approved an updated Site Plan Review (SPR 2016-57 MOD), as well as Conditional Use Permits (CUP 2016-35, 36 and 37) for ARCO/EZ-Trip. A Reimbursement Agreement was later approved by Council on July 12, 2024. As part of the Conditions of Approval adopted via resolution by the Planning Commission on December 12, 2017, the Owner was conditioned to install the necessary off-site improvements to the City's sewer and storm drain infrastructure to support the additional needs due to the development.

The Owner has completed the public improvements in accordance with the Agreement. Approval of Recommendation A will result in acceptance of sanitary sewer improvements along the Pecan Avenue project frontage and storm drain improvements that extend approximately from Pecan Avenue to Gary Lane on Madera Avenue (SR 145).

Due to the time frame in which funds accumulated, this account was not currently budgeted for the actual amount of available funds. In an effort to provide a reimbursement to the Owner of the full funds where immediately available, an amendment is needed to allow for the additional funds to be reimbursed. While the review process is still on-going, Staff is utilizing a conservative amount for budgeting to allow for adequate reimbursement to the Owner.

ENVIORNMENTAL REVIEW:

The Planning Commission, on December 12, 2017 adopted Mitigated Negative Declaration on May 8, 2022. The findings of the Planning Commission determined that with implementation of mitigation measures, there is no evidence that the project will have a significant effect on the environment.

FINANCIAL IMPACT:

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

ALTERNATIVES:

Not accept the improvement. Should the City not accept the completed improvements, the Owner would not be able to be reimbursed.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Notice of Acceptance
2. Resolution
    a. Exhibit B: Budget Amendment

RESOLUTION NO. 25 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH EZ TRIP FUELING STATION, AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

WHEREAS, the Owner, Millenium Acquisitions LLC (Owner), has requested acceptance of the improvements associated with the EZ Trip Fueling Station (EZ Trip), and has submitted the required Warranty Bond; and

WHEREAS, the improvements consist of sewer and storm drain improvements on Madera Avenue (SR 145) and Pecan Avenue; and

WHEREAS, the City Engineer has certified to this Council that the required improvements for EZ Trip, have been completed.

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

1. The above recitals are true and correct.

2. The owner has completed the remaining improvements for EZ Trip Fueling Station.

3. The improvements for the EZ Trip Fueling Station are accepted.

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

* * * * *

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

Fee Waived Per Section 27383 of the Government Code

NOTICE OF ACCEPTANCE

OF OFF-SITE IMPROVEMENTS

- NOTICE IS HEREBY GIVEN that on January 15, 2025, the City Council of the City of Madera confirmed the satisfactory completion of all off-site improvements as shown on the plans for EZ Trip Fueling Station (CUP 2016-35,36,37 & SPR 2016-57, 2016-57 MOD)

Dated: _____

By: _____

Alicia Gonzales

City Clerk

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR REIMBURSEMENT OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE EZ TRIP FUELING STATION

WHEREAS, acceptance of improvements for the EZ Trip Fueling Station (EZ Trip) constructed by Millenium Acquisitions LLC (Owner) was approved by the City Council on January 15, 2025; and

WHEREAS, the EZ Trip is subject to an Reimbursement Agreement (Agreement) between Owner and City dated July 15, 2024 that provides for reimbursement of certain improvements including storm drain and sewer pipe; and

WHEREAS, with construction occurring within the pre-existing Storm Drain area, the Existing Service Area Storm Drain Impact Fee account, from which funds will be used to reimburse, has accumulated funds that were not previously budgeted to fully reimburse the Owner; and

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

WHEREAS, there are insufficient funds programmed in the FY 2024/25 Existing Service Area Storm Drain Impact Fee account; and

WHEREAS, funds are available in the Existing Storm Drain Impact Fee Account No.41040000--1005

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

1. The above recitals are true and correct.

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

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

4. This resolution is effective immediately.

* * * * *

Exhibit B

City of Madera
Budget Amendment

Org Code	Object Code	Description	Appropriation as part of Construction Approval	
			+	-
41040000	4900	Budgetary Carryover		$700,000
41040000	6800	Due To Developers	$700,000	

REPORT TO CITY COUNCIL

Approved by:
Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-9

SUBJECT:

Change order to piggyback purchase agreement for Fleet Division-related purchase

RECOMMENDATION:

Adopt a Resolution approving changing the vendor on the Sourcewell piggyback agreement for the purchase of the all-electric utility truck from PB Loader to TerriCorp, Inc. dba Kingsburg Truck Center

SUMMARY:

Council adopted Resolution No. 24-73 on June 5, 2024 approving the Sourcewell piggyback agreement for the purchase of an all-electric utility truck for the Facilities Division from PB Loader. Included in the quote was a $60,000 voucher from the California Air Resources Board (CARB) reducing the cost of the vehicle.

Since adoption of the resolution, CARB has notified staff that payment needs to be made to TerriCorp, Inc. dba Kingsburg Truck Center (KTC), the authorized dealer, in order to receive the CARB voucher instead of the final upfitter, PB Loader. Thus, a resolution authorizing a change order is necessary to meet CARB's requirements.

DISCUSSION:

Council approved Resolution No. 24-73 on June 5, 2024, approving the Sourcewell piggyback agreement for the purchase from PB Loader of an all-electric utility truck for the Facilities Division in the amount of $129,016.41. Included in the quote was a $60,000 voucher from the California Air Resources Board (CARB) reducing the cost of the vehicle. The California Hybrid and Zero-emission Truck and Bus Voucher Incentive Project (HVIP) is a point-of-sale voucher issued to make advanced vehicles affordable.

PB Loader and KTC worked in conjunction to provide this new all-electric truck for the Facilities department. KTC is the authorized dealer for the Workhorse vehicle chassis, while PB Loader provided the final up fit through the Sourcewell Contract. Since adoption of this resolution, it has been noted by CARB and the HVIP program that the point of sale to receive the voucher must be the approved vehicle dealer: in this case, KTC. Staff is requesting changing the payee from PB Loader to KTC with their associated Sourcewell contract number in order to receive the $60,000 voucher.

FINANCIAL IMPACT:

If adopted, there will be no financial impact to the City. The new Sourcewell contract and purchase agreement does not change the terms or price of the all-electric truck purchase. The final payee and recipient of the HVIP voucher will now be KTC instead of PB Loader.

ALTERNATIVES:

As an alternative, Council may reject the change in payee and Sourcewell contract. This action will result in loss of the $60,000 voucher and an increase in price of the vehicle by an equal amount (for a new total price of $189,016.41). If Council chooses this alternative, staff will return at a future Council meeting with a budget amendment to provide additional funding for this purchase.

ATTACHMENTS:

1. Resolution approving changing the Sourcewell piggyback agreement for the purchase of the all-electric utility truck from PB Loader to TerriCorp dba Kingsburg Truck Center.
2. Sourcewell piggyback contract documentation

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGING THE SOURCEWELL PIGGYBACK AGREEMENT FOR THE PURCHASE OF THE ALL-ELECTRIC UTILITY TRUCK FROM PB LOADER TO TERRICORP, INC. DBA KINGSBURG TRUCK CENTER

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

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

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

WHEREAS, On June 5,2024, Council approved a piggyback purchase to PB Loader through Sourcewell for the purchase of an all-electric utility truck; and

WHEREAS, subsequent to Council's approval, staff was notified by the California Air Resources Board that the vendor in the transaction needed to be changed from PB Loader to TerriCorp Inc. dba Kingsburg Truck Center in order to receive a $60,000 voucher to be applied to the purchase price of the vehicle; and

WHEREAS, Council approval is needed to change the vendor from PB Loader to TerriCorp, Inc. dba Kingsburg Truck Center.

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

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

2. The Council approves changing the Sourcewell piggyback agreement for purchase of the all-electric utility truck from PB Loader to TerriCorp, Inc. dba Kingsburg Truck Center.

3. The Council authorizes the City Manager to enter into a contract with TerriCorp Inc., dba Kingsburg Truck Center consistent with the material terms of Sourcewell Contract No. 032824, subject to approval as to legal form by the City Attorney.

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

* * *

ATTACHMENT 2

Sourcewell piggyback contract documentation

https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10876/00006190/Contract%20Documents/Workhorse%20Contract%20032824.pdf

REPORT TO THE CITY COUNCIL

Approved by:

_____
Will Tackett, Community Development Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-10

SUBJECT:

Second reading and adoption of Ordinance Text Amendment (OTA) 2024-02, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

RECOMMENDATION:

The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:

1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing.

SUMMARY:

An amendment of the City's zoning regulations requires two actions by the City Council (Council): the introduction of the Ordinance (first reading); and the adoption of the Ordinance (second reading). The Council waived the first reading and introduced by title only Ordinance Text Amendment (OTA) 2024-02, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code at a public hearing held on December 18, 2024.

On December 2, 2015, the City adopted the 2016-2024 Housing Element (5th Cycle), which included an evaluation of the City's regulations and practices, and recommended programs (referred to as action items in this version of the Housing Element) to demonstrate compliance with State-mandated requirements related to housing. Of these action items, Action Item H-1.1.3, H-1.1.4, H-1.3.1, and H-4.6.1 were developed and adopted with the intention of modifying the zoning ordinance to not only come into compliance with State law but to minimize governmental constraints for a variety of housing options, especially housing for special needs

groups. The City is now in the process of updating its 6th Cycle Housing Element for the 2024-2032 planning period, which includes similar programs requiring amendments to the City's zoning ordinance for compliance with recent State legislation.

As a result, the City has initiated an Ordinance Text Amendment (OTA) 2024-02 to Chapter 3 of Title X of the City's Municipal Code. OTA 2024-02 proposes to make the necessary modifications to implement the Housing Element, in addition to accommodating other State of California housing-related regulations that have taken effect over the last several years.

City Municipal Code (CMC) Section 10-3.1500 et seq. provides that a public hearing shall be held before the Planning Commission (Commission) for proposed amendments the Zoning Regulations of the CMC (Chapter 3, Title X); and, after the conclusion of the public hearing, the Commission shall render a recommendation to the City Council (Council). Accordingly, the Commission held a public hearing on December 10, 2024, to consider the proposed changes to Chapter 3 of Title X of the Madera Municipal Code and voted to recommend that the City Council approve the amendments. Following the recommendation made by the Commission, the Council shall take action pursuant to CMC Section 10-3.1509.

BACKGROUND:

Under California law, all cities and counties are required to adopt and maintain a General Plan (Government Code [GC] Section 63500, et seq.). The General Plan must contain eight mandatory elements (topical areas): land use, circulation, housing, conservation, open space, noise, safety, and environmental justice. The Housing Element is the only element that must be updated on a specified schedule. Each city or county is required to update its Housing Element every eight years. Each eight-year planning period is referred to as a "cycle." The current cycle is the 6th Cycle, which runs from 2024-2032. The County of Madera, as well as all of the other San Joaquin Valley counties, are each making updates to their Housing Elements within the 2024-2032 cycle. GC Sections 65580-65589.11 specify the contents for Housing Elements along with the update schedule. A Housing Element must identify and analyze the jurisdictions existing and projected housing needs to ensure adequate housing exists for all economic segments of the community.

As discussed above, the Housing Element is required to have programs which implement the Housing Element. Some of these programs have specific timelines that are required to be met in order for the City to be in compliance with State Housing Element Law. In the case of Madera, the Housing Element states that the City will review and revise the City's zoning ordinance within one year of the adoption deadline for the City's 6th cycle housing element (or by December 31, 2024). The intent of these zoning ordinance changes are to affirmatively further fair housing practices that reduce barriers for special needs groups and low-income individuals to find housing within the City. While the zoning ordinance changes do not in themselves create housing products, they would streamline housing production for many housing types by making them by-right uses. Additionally, definitions relating to housing are updated within the zoning ordinance, accessory dwelling unit regulations are revised to encourage housing that would help the City

meet its Regional Housing Needs Allocation, and housing developments are streamlined in general to encourage "Missing Middle Housing".

On December 6, 2023, the Council adopted Resolution No. 23-204 approving a master agreement between the Madera County Transportation Commission (MCTC) and the City to apply, received, perform and utilize suballocated Regional Early Action Plan (REAP) funds to review and assess local ordinances and regulations and to amend zoning regulations which demonstrate a nexus to increasing housing, accelerating production and/or facilitating compliance to implement the 6th Cycle Housing Element Update. The proposed amendments to the Zoning Regulations are a result of this agreement and subsequent efforts.

ANALYSIS:

OTA 2024-02 would add or clarify procedures, definitions, and use regulations for housing-related uses in zones that allow for residential uses within the City. The amendments proposed under OTA 2024-02 comply with State housing laws designed to reduce the amount of subjectivity and discretion that agencies, including the City, can impose on certain housing developments. Following is a summary of the amendments reflected in OTA 2024-02, included as Exhibit "A" to the attached Resolution (Attachment 1).

Procedures

The following procedures for the items listed below have been updated or added to the zoning ordinance. Each of these procedures are required for compliance with specific State legislation.

- Reasonable Accommodations (City Municipal Code [CMC] Section 10-3-5.201 et. seq.)
    - The existing Reasonable Accommodations language in the zoning ordinance has been updated to reflect the latest requirements of State law.
- Administrative Plan Review (CMC Section 10-3-4.201 et. seq.)
    - State law requires that certain uses be ministerially approved, so long as they meet the required standards. The Administrative Plan Review process has been added in order to establish an approval process for ministerial projects.

Accessory Dwelling Unit Provisions (CMC Section 10-3.513)

The zoning ordinance amendments now reflect the most recent requirements for accessory dwelling units, including the number and type of accessory dwelling units allowed and the objective standards applicable to accessory dwelling units. Review of accessory dwelling units is required to be ministerial, which is also reflected in the amendments. The number and type of accessory dwelling units allowed, as proposed in the zoning ordinance amendments, are described in further detail below. The proposed amendments are consistent with State law and in some cases allow for additional flexibility in the allowance of accessory dwelling units.

Multifamily Residential

Senate Bill 1211, which takes effect January 1, 2025, allows for existing multifamily developments to have up to eight total detached accessory dwelling units, with the stipulation that the development may have one detached accessory dwelling unit for every primary unit in the existing development up to a maximum of eight. Proposed multifamily development projects may have up to two detached accessory dwelling units. As proposed, the amended zoning ordinance would allow both existing and proposed multifamily developments to allow one detached accessory dwelling unit for every primary unit, up to a maximum of eight accessory dwelling units on a site.

Single Family Residential

As proposed, the amended zoning ordinance would allow single-family residential lots to provide one junior accessory dwelling unit, one attached accessory dwelling unit, and one detached accessory dwelling unit, which is consistent with State law. Additionally, the amended zoning ordinance would allow for "bonus" accessory dwelling units in excess of the maximum allowed on a single-family lot pursuant to State law. Bonus accessory dwelling units would apply specifically to single family residential zoned lots. Bonus accessory dwelling units would be granted based on affordability. Should a single-family lot deed restrict an accessory dwelling unit, it would qualify for one bonus accessory dwelling unit, which would be in addition to the number of accessory dwelling units allowed under State law. If a single-family lot provides two deed restricted accessory dwelling units, they would be granted another bonus accessory dwelling unit for a total of two bonus accessory dwelling units so long as the second bonus accessory dwelling unit meets certain accessibility requirements consistent with the American Disability Act (ADA). Single family residential lots would be allowed to provide a combination of units, including the primary unit, a junior accessory dwelling unit, and accessory dwelling units, not to exceed eight total units on a given lot. These provisions would provide an innovative way to encourage housing across the City, promote senior housing, and seek to lower housing costs with a large housing stock available to City residents. All units would still be required to meet applicable development standards for the property.

State Density Bonus Law Provisions (CMC Section 10-3-5.101 et. seq.)

The affordable housing density bonus provisions in the existing zoning ordinance have been updated to meet the most recent version of these regulations, consistent with State law.

Definitions (CMC Section 10-3.201)

The following definitions have been added to or amended in the zoning ordinance for consistency with State mandated requirements.

- Accessory Dwelling Units
- Emergency Shelters
- Employee Housing
- Family
- Farmworker Housing

- Group Residential Facility, Small and Large
- Low Barrier Navigation Centers
- Manufactured Home
- Mobile Home Park
- Residential Care Facilities
- Single Room Occupancy
- Supportive Housing
- Transit Corridor
- Transit Stop

Allowed Uses

The following uses have been added as permitted or conditionally permitted uses within the noted zone districts.

- Permitted uses with Administrative Plan Review approval in Residential Districts (R-1, R-2, R-3)
    - Accessory Dwelling Units
    - Mobilehomes
    - Multifamily housing types (duplexes, triplexes, fourplexes, etc.)
    - Transitional Housing
    - Supportive Housing
- Permitted uses Commercial and Industrial Districts (PO, C-1, C-2, C-R, C-N, I)
    - Low Barrier Navigation Centers
    - Supportive Housing
    - Transitional Housing
- Conditionally permitted uses in Commercial Districts (PO, C-1, C-2, C-N)
    - Single Room Occupancy Units

Other Changes

Changes made outside of those required by State Law include what is listed below.

- Removal of the Zoning Administrator role and assignment of the Zoning Administrator duties to the Planning (Community Development) Director.
    - The Zoning Administrator role is found not to be a necessary piece of the zoning ordinance and contrary to efforts to streamline processes, including housing production in some zone districts. As a result, the duties of the Zoning Administrator and uses subject to Zoning Administrator approval have been alternatively assigned. This will decrease any potential for confusion in processual requirements and contribute to the streamlining of application processing.
- Procedures for amendments to previously approved permits
    - Processes for revisions to previously approved permits have been added, allowing changes that meet certain thresholds to be approved at staff level. Changes that exceed the set thresholds must be considered by the original approval authority for

the permit. This will streamline approvals for changes to permits that are minor or routine in nature.

- Expansion of language regarding interpretation
    - The existing zoning ordinance contains language regarding where interpretation of the ordinance applies, however it does not provide the authority to interpret. The interpretation language has therefore been expanded to allow the Planning Director to make interpretations of the zoning ordinance. An interpretation made by the Planning Director may be appealed to the Planning Commission.
- Codification of a General Plan Amendment process
    - The City processes General Plan Amendments via recommendation by the Planning Commission and approval by the City Council, but the process and level of authority is not outlined in the existing ordinance. Language has been added to outline the process.
- Other changes which were made on the basis of clarifying existing language or processes and to eliminate redundancies in the existing zoning ordinance

ENVIRONMENTAL REVIEW:

The first step in complying with the California Environmental Quality Act (CEQA) is to determine whether the activity in question constitutes a "project" as defined by CEQA (Public Resources Code Section 21000, et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq.). A "project" consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1).

OTA 2024-02 does not authorize any particular activity. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this general "common sense" rule, it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, and therefore it is not subject to further environmental review.

COUNCIL ACTION:

The Council will be acting on OTA 2024-02. Staff recommends that the Council:

1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Move to refer the item back to staff and/or continue the public hearing to a future City Council meeting at a date and time certain with direction to staff to return with an updated staff report and/or Ordinance (Council to specify and articulate reasons for referral/continuance).
2. Move to deny the request.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Planning Commission Resolution (Recommendation)
2. City Council Ordinance
   Exhibit “A” – OTA 2024-02 Draft Ordinance

ATTACHMENT 1

Planning Commission Resolution
(Recommendation)

RESOLUTION NO. 2012

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECCOMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPT AN ORDINANCE AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE REGARDING HOUSING-RELATED DEFINITIONS, PROCEDURES, AND REGULATED USES IN ZONE DISTRICTS THAT ALLOW HOUSING

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, the City is in the process of preparing its 6th Cycle Housing Element, which would contain implementation programs requiring the City to make updates to its Zoning Ordinance that would affirmatively further fair housing practices and streamline housing processes within the city in order to comply with State law; and

WHEREAS, on December 6, 2023, the Council adopted Resolution No. 23-204 approving a master agreement between the Madera County Transportation Commission (MCTC) and the City to apply, received, perform and utilize suballocated Regional Early Action Plan (REAP) funds to review and assess local ordinances and regulations and to amend zoning regulations which demonstrate a nexus to increasing housing, accelerating production and/or facilitating compliance to implement the 6th Cycle Housing Element Update; and

WHEREAS, Ordinance Text Amendment (OTA) 2024-02 that would amend Chapter 3 of Title X of the Madera Municipal Code (Planning and Zoning) in order to comply with State Housing Element Law and implement the Madera General Plan and implement procedures consistent with refinements to State law; and

WHEREAS, State law requires that OTA 2024-02 be adopted on or prior to December 31, 2024; and

WHEREAS, OTA 2024-02 will have a positive impact on the City and its citizens by providing opportunities for additional housing options at a variety of income levels and will bring the City into compliance with recent State legislation; and

WHEREAS, the City has determined that the project is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) and that no additional environmental analysis is required; and

WHEREAS, under the City's Municipal Code, the Planning Commission (Commission) is a recommending body for Ordinance Text Amendments and will forward a recommendation to the Madera City Council (Council) on OTA 2024-02; and

WHEREAS, the City provided notice of the Commission hearing as required by law on October 30, 2024; and

WHEREAS, at the November 12, 2024, Planning Commission hearing, the Commission continued the item to the December 10, 2024, Planning Commission hearing; and

WHEREAS, the Commission received and independently reviewed OTA 2024-02 at a duly noticed meeting on December 10, 2024; and

WHEREAS, at the December 10, 2024, Commission meeting, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, the Commission has independently completed its review of the staff report and documents submitted for OTA 2024-02, evaluated the information contained within the report and documents submitted, and considered testimony received as part of the public hearing process; and

WHEREAS, after due consideration of the items before it, the Commission now desires to adopt Resolution recommending that the Council adopt OTA 2024-02.

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

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission recommends the City Council determine the project is exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, OTA 2024-02 does not authorize any particular activity, and is primarily being updated to address and implement changes to State law and to and add refinements to local policies that are within the scope of the State law. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. No further environmental analysis is required.

3. Recommendation: The Commission hereby recommends that the Council approve OTA 2024-02, amending the sections of Chapter 3 of Title X of the City Municipal Code enumerated herein and in substantially the form contained in Exhibit "A" attached hereto with deletions shown in ~~strikethrough~~ and additions shown in underline.

The following sections have been proposed for amendment:

- 10-3.201 DEFINITIONS.
- 10-3.301 ESTABLISHMENT.
- 10-3.302 ZONING MAPS.
    - Subsection(s): (B)
- 10-3.304 ZONE BOUNDARIES.
- 10-3.401 INTERPRETATION.
- 10-3.405 USES.
    - Subsection(s): (I), (J), (L)
- 10-3.406 NONCONFORMING BUILDINGS AND USES.
    - Subsection(s): (H)
- 10-3.412 FENCES, WALLS, AND HEDGES.
    - Subsection(s): (C)
- 10-3.415 DWELLING ON FRONT OF LOTS
- 10-3.416 OUTDOOR RETAIL SALES.
    - Subsection(s): (B)
- 10-3.4.0101 PURPOSES.
- 10-3.4.0105 REVIEW AND ACTION.
    - Subsection(s): (A), (B), (C)
- 10-3.40106 APPROVAL DETERMINATIONS.
- 10-3.4.017 CONDITIONS OF APPROVAL.
- 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS.
    - Subsection(s): (A), (B), (D), (E)
- 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES.
- 10-3.4.0113 BUILDING PERMIT.
- 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL.
- 10-3.4.0115. OCCUPANCY.
    - Subsection(s): (A)

- 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION.
- 10-3.4.0117 APPEAL TO THE CITY COUNCIL.
    - Subsection(s): (B), (D), (E)
- 10-3.501 R ZONES; PURPOSE AND APPLICATION.
- 10-3.504 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.505 CONDITIONAL USES; COMMISSION APPROVAL.
- 10-3.506 FENCES, WALLS, AND HEDGES.
- 10-3.507 MINIMUM SITE AREA AND DIMENSIONS.
- 10-3.508 YARD REQUIREMENTS.
- 10-3.509 MINIMUM OPEN SPACE.
- 10-3.510 BUILDING HEIGHT.
- 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS.
- 10-3.513 ACCESSORY DWELLING UNITS.
- 10-3-5.101 PURPOSE.
- 10-3-5.201 PURPOSE.
- 10-3-5.202 APPLICABILITY.
    - Subsection(s): (A)
- 10-3-5.203 PROCEDURE.
    - Subsection(s): (A), (C), (D), (E)
- 10-3-5.204 APPROVAL FINDINGS.
- 10-3-5.205 CONDITIONS OF APPROVAL.
- 10-3-5.206 APPEALS.
    - Subsection(s): (A), (B), (F)
- 10-3.752 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.802 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.902 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3-9.102 PERMITTED USES.
    - Subsection(s): (A), (C)

- 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.202 PERMITTED USES.
- 10-3-9.202.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.203 CONDITIONAL USES.
- 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.1002 USES PERMITTED.
    - Subsection: (A), (B), (D)
- 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL
- 10-3.1202 PARKING SPACES REQUIRED.
- 10-3.1306 PUBLIC HEARINGS.
    - Subsection(s): (A)
- 10-3.1307 ACTION BY COMMISSION.
    - Subsection(s): (B)
- 10-3.1309 APPEALS.
- 10-3.1310 ACTION ON APPEALS BY COUNCIL.
    - Subsection(s): (D)
- 10-3.1502 INITIATION OF PROCEDURE.
    - Subsection(s): (B)
- 10-3.1506 NOTICES.
    - Subsection(s): (A), (B)
- 10-3.1508 FINDINGS OF THE COMMISSION.
- 10-3.1601 INTERPRETATION
    - Subsection(s): (B) and (E) [for deletion]
- 10-3.1605 COMMENCEMENT OF PROCEEDINGS.

The following section would be added:

- 10-3.402 APPLICABILITY.
- 10-3.417 AMENDMENTS TO PREVIOUSLY APPROVED PERMITS
- 10-3.423 SINGLE ROOM OCCUPANCY
- 10-3.4.0111 AMENDMENT OF APPROVED PLANS.
- 10-3-4.201 PURPOSE
- 10-3-4.202 APPLICABILITY

- 10-3-4.203 APPLICATION REQUIREMENTS
- 10-3-4.204 REVIEW AND ACTION
- 10-3-4.205 APPROVAL FINDINGS
- 10-3-4.206 NOTICE OF DECISION
- 10-3-4.207 APPEALS
- 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS
- 10-3-4.209 AMENDMENTS
- 10-3.502 DENSITY.
- 10-3.503 PERMITTED USES.
- 10-3-5.102 APPLICABILITY
- 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS.
- 10-3-5.104 APPLICATION
- 10-3-5.105 DENSITY BONUS ALLOWANCES FOR QUALIFIED HOUSING DEVELOPMENTS
- 10-3-5.106 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING
- 10-3-5.107 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.108 INCENTIVES AND CONCESSIONS
- 10-3-5.109 WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS
- 10-3-5.110 PARKING STANDARD MODIFICATIONS
- 10-3-5.111 AFFORDABLE HOUSING AGREEMENT
- 10-3-5.207 AMENDMENTS
- 10-3-5.208 CONSIDERATION FACTORS
- 10-3.603 (RESERVED).
- 10-3.604 (RESERVED).
- 10-3.1801 NECESSITY
- 10-3.1802 APPLICABILITY
- 10-3.1803 APPLICATION AND FEES
- 10-3.1804 APPROVAL AUTHORITY
- 10-3.1805 PUBLIC HEARING AND NOTICING
- 10-3.1806 CONDITIONS OF APPROVAL
- 10-3.1807 FINDINGS FOR APPROVAL

- 10-3.1808 APPEALS
- 10-3.1809 AMENDMENTS
- 10-3.1901 NECESSITY
- 10-3.1903 APPLICATION AND FEES
- 10-3.1904 APPROVING AUTHORITY
- 10-3.1905 PUBLIC HEARING AND NOTICE
- 10-3.1906 FINDINGS OF APPROVAL
- 10-3.1907 NOTICE OF DECISION
- 10-3.1908 APPEALS
- 10-3.1909 EXPIRATION AND TIME EXTENSION
- 10-3.1910 AMENDMENTS
- 10-3.1911 FREQUENCY OF AMENDMENTS
- 10-3.1912 ADDITIONAL NOTICE REQUIRED

The following sections would be deleted (and reserved as appropriate):

- 10-3.402 LESS RESTRICTIVE LESS PROHIBITED.
- 10-3.415.1 (Reserved).
- 10-3.417 ZONING ADMINISTRATOR
- 10-3.419 TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES (REPEALED)
- 10-3.4.0111 REVISIONS OF APPROVED PLANS.
- 10-3-4.301 ENVIRONMENTAL REVIEW
- 10-3.502 R; PERMITTED USES
- 10-3.503 R; DENSITY
- 10-3.504.1 R; USES ALLOWED WITH ZONING ADMINISTRATOR'S PERMIT.
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.1056 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING
- 10-3-5.106 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.106 PARKING REQUIREMENTS IN DENSITY BONUS PROJECTS.
- 10-3-5.106 BONUS AND INCENTIVES FOR DEVELOPMENTS WITH CHILD CARE FACILITIES.
- 10-3-5.107 CONTINUED AVAILABILITY.

- 10-3-5.108 LOCATION AND TYPE OF DESIGNATED UNITS.
- 10-3-5.109 DENSITY BONUS AGREEMENT.
- 10-3-5.110 CONTROL OF RESALE.
- 10-3-5.111 JUDICIAL RELIEF, WAIVER OF STANDARDS.
- 10-3.603 RCO PERMITTED USES; ADMINISTRATIVE APPROVAL (REPEALED)
- 10-3.604 RCO CONDITIONAL USES; COMMISSION APPROVAL (REPEALED)

4. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 10th day of December 2024, by the following vote:

AYES: Commissioners Rohi Zacharia, Bobby Sheikh, Balwinder Singh, Saim Mohammad, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: Commissioner Jose Eduardo Chavez

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

Exhibit "A" – OTA 2024-02 Draft Ordinance.

ATTACHMENT 2

City Council Ordinance

Including:

Exhibit “A”: OTA 2024-02

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE REGARDING HOUSING-RELATED DEFINITIONS, PROCEDURES, AND REGULATED USES IN ZONE DISTRICTS THAT ALLOW HOUSING

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, the City is in the process of preparing its 6th Cycle Housing Element, which would contain implementation programs requiring the City make updates to its Zoning Ordinance that would affirmatively further fair housing practices and streamline housing processes within the city in order to comply with State law; and

WHEREAS, on December 6, 2023, the Council adopted Resolution No. 23-204 approving a master agreement between the Madera County Transportation Commission (MCTC) and the City to apply, received, perform and utilize suballocated Regional Early Action Plan (REAP) funds to review and assess local ordinances and regulations and to amend zoning regulations which demonstrate a nexus to increasing housing, accelerating production and/or facilitating compliance to implement the 6th Cycle Housing Element Update; and

WHEREAS, Ordinance Text Amendment (OTA) 2024-02 would amend Chapter 3 of Title X of the Madera Municipal Code (Planning and Zoning) in order to comply with State Housing Element Law and implement the Madera General Plan and implement procedures consistent with refinements to State law; and

WHEREAS, a preliminary environmental assessment was performed and the proposed project was found to be exempt pursuant to Section 15063(b)(3) (General Rule/Common Sense) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, under the Section 10-3.1508 of the City's Municipal Code (CMC), the Planning Commission (Commission) is a recommending body for Ordinance Text Amendments; and

WHEREAS, the Commission held a duly noticed public hearing for OTA 2024-02 on December 10, 2024, the Commission received and independently reviewed OTA 2024-02 and after due consideration of all the items before it, voted to recommend that the Council adopt the environmental determination for purposes of CEQA and approve OTA 2024-02; and

WHEREAS, under the Section 10-3.1509 of the City's Municipal Code, the Council shall take action upon receiving a recommendation from the Commission in regard to a proposed ordinance text amendment at a subsequent public hearing; and

WHEREAS, State law requires that OTA 2024-02 be adopted on or prior to December 31, 2024; and

WHEREAS, the City provided notice of the Council hearing as required by law on December 7, 2024; and

WHEREAS, the Council received and independently reviewed OTA 2024-02 at the regularly scheduled meeting of the Council held on December 18, 2024; and

WHEREAS, at the December 18, 2024, Council meeting, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of the items before it, the Council now desires to adopt OTA 2024-02.

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

SECTION 2. CEQA Determination. A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council has determined the project is exempt pursuant to Section 15061(b)(3) (Common Sense) of the CEQA Guidelines. The activity is covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. OTA 2024-02 does not authorize any particular activity. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. No further environmental analysis is required.

SECTION 3. Approval of OTA 2024-02. The Council hereby approves OTA 2024-02, amending the sections of Chapter 3 of Title X of the City Municipal Code enumerated herein and in substantially the form contained in Exhibit "A" attached hereto with deletions shown in ~~strikethrough~~ and additions shown in underline.

The following sections have been proposed for amendment:

- 10-3.201 DEFINITIONS.
- 10-3.301 ESTABLISHMENT.
- 10-3.302 ZONING MAPS.
    - Subsection(s): (B)
- 10-3.304 ZONE BOUNDARIES.
- 10-3.401 INTERPRETATION.
- 10-3.405 USES.

    - Subsection(s): (I), (J), (L)
- 10-3.406 NONCONFORMING BUILDINGS AND USES.
    - Subsection(s): (H)
- 10-3.412 FENCES, WALLS, AND HEDGES.
    - Subsection(s): (C)
- 10-3.415 DWELLING ON FRONT OF LOTS
- 10-3.416 OUTDOOR RETAIL SALES.
    - Subsection(s): (B)
- 10-3.4.0101 PURPOSES.
- 10-3.4.0105 REVIEW AND ACTION.
    - Subsection(s): (A), (B), (C)
- 10-3.40106 APPROVAL DETERMINATIONS.
- 10-3.4.017 CONDITIONS OF APPROVAL.
- 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS.
    - Subsection(s): (A), (B), (D), (E)
- 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES.
- 10-3.4.0113 BUILDING PERMIT.
- 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL.
- 10-3.4.0115. OCCUPANCY.
    - Subsection(s): (A)
- 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION.
- 10-3.4.0117 APPEAL TO THE CITY COUNCIL.
    - Subsection(s): (B), (D), (E)
- 10-3.501 R ZONES; PURPOSE AND APPLICATION.
- 10-3.504 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.505 CONDITIONAL USES; COMMISSION APPROVAL.
- 10-3.506 FENCES, WALLS, AND HEDGES.
- 10-3.507 MINIMUM SITE AREA AND DIMENSIONS.
- 10-3.508 YARD REQUIREMENTS.
- 10-3.509 MINIMUM OPEN SPACE.
- 10-3.510 BUILDING HEIGHT.
- 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS.

- 10-3.513 ACCESSORY DWELLING UNITS.
- 10-3-5.101 PURPOSE.
- 10-3-5.201 PURPOSE.
- 10-3-5.202 APPLICABILITY.
    - Subsection(s): (A)
- 10-3-5.203 PROCEDURE.
    - Subsection(s): (A), (C), (D), (E)
- 10-3-5.204 APPROVAL FINDINGS.
- 10-3-5.205 CONDITIONS OF APPROVAL.
- 10-3-5.206 APPEALS.
    - Subsection(s): (A), (B), (F)
- 10-3.752 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.802 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.902 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3-9.102 PERMITTED USES.
    - Subsection(s): (A), (C)
- 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.202 PERMITTED USES.
- 10-3-9.202.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.203 CONDITIONAL USES.
- 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.1002 USES PERMITTED.
    - Subsection: (A), (B), (D)
- 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL
- 10-3.1202 PARKING SPACES REQUIRED.
- 10-3.1306 PUBLIC HEARINGS.
    - Subsection(s): (A)
- 10-3.1307 ACTION BY COMMISSION.
    - Subsection(s): (B)

- 10-3.1309 APPEALS.
- 10-3.1310 ACTION ON APPEALS BY COUNCIL.
    - Subsection(s): (D)
- 10-3.1502 INITIATION OF PRODECURE.
    - Subsection(s): (B)
- 10-3.1506 NOTICES.
    - Subsection(s): (A), (B)
- 10-3.1508 FINDINGS OF THE COMMISSION.
- 10-3.1601 INTERPRETATION
    - Subsection(s): (B)
- 10-3.1605 COMMENCEMENT OF PROCEEDINGS.

The following section would be added:

- 10-3.402 APPLICABILITY.
- 10-3.417 AMENDMENTS TO PREVIOUSLY APPROVED PERMITS
- 10-3.423 SINGLE ROOM OCCUPANCY
- 10-3.4.0111 AMENDMENT OF APPROVED PLANS.
- 10-3-4.201 PURPOSE
- 10-3-4.202 APPLICABILITY
- 10-3-4.203 APPLICATION REQUIREMENTS
- 10-3-4.204 REVIEW AND ACTION
- 10-3-4.205 APPROVAL FINDINGS
- 10-3-4.206 NOTICE OF DECISION
- 10-3-4.207 APPEALS
- 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS
- 10-3-4.209 AMENDMENTS
- 10-3.502 DENSITY.
- 10-3.503 PERMITTED USES.
- 10-3-5.102 APPLICABILITY
- 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS.
- 10-3-5.104 APPLICATION
- 10-3-5.105 DENSITY BONUS ALLOWENCES FOR QUALIFIED HOUSING DEVELOPMENTS
- 10-3-5.106 DENISTY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING

- 10-3-5.107 DENISTY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.108 INCENTIVES AND CONCESSIONS
- 10-3-5.109 WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS
- 10-3-5.110 PARKING STANDARD MODIFACTIONS
- 10-3-5.111 AFFORDABLE HOUSING AGREEMENT
- 10-3-5.207 AMENDMENTS
- 10-3-5.208 CONSIDERATION FACTORS
- 10-3.603 (RESERVED).
- 10-3.604 (RESERVED).
- 10-3.1801 NECESSITY
- 10-3.1802 APPLICABILITY
- 10-3.1803 APPLICATION AND FEES
- 10-3.1804 APPROVAL AUTHORITY
- 10-3.1805 PUBLIC HEARING AND NOTICING
- 10-3.1806 CONDITIONS OF APPROVAL
- 10-3.1807 FINDINGS FOR APPROVAL
- 10-3.1808 APPEALS
- 10-3.1809 AMENDMENTS
- 10-3.1901 NECESSITY
- 10-3.1903 APPLICATION AND FEES
- 10-3.1904 APPROVING AUTHORITY
- 10-3.1905 PUBLIC HEARING AND NOTICE
- 10-3.1906 FINDINGS OF APPROVAL
- 10-3.1907 NOTICE OF DECISION
- 10-3.1908 APPEALS
- 10-3.1909 EXPIRATION AND TIME EXTENSION
- 10-3.1910 AMENDMENTS
- 10-3.1911 FREQUENCY OF AMENDMENTS
- 10-3.1912 ADDITIONAL NOTICE REQUIRED

The following sections would be deleted:

- 10-3.402 LESS RESTRICTIVE LESS PROHIBITED.
- 10-3.415.1 (Reserved).

- 10-3.417 ZONING ADMINISTRATOR
- 10-3.419 TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES (REPEALED)
- 10-3.4.0111 REVISIONS OF APPROVED PLANS.
- 10-3-4.301 ENVIRONMENTAL REVIEW
- 10-3.502 R; PERMITTED USES
- 10-3.503 R; DENSITY
- 10-3.504.1 R; USES ALLOWED WITH ZONING ADMINISTATOR'S PERMIT.
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.1056 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING
- 10-3-5.106 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.106 PARKING REQUIREMENTS IN DENSITY BONUS PROJECTS.
- 10-3-5.106 BONUS AND INCENTIVES FOR DEVELOPMENTS WITH CHILD CARE FACILITIES.
- 10-3-5.107 CONTINUED AVAILABILITY.
- 10-3-5.108 LOCATION AND TYPE OF DESIGNATED UNITS.
- 10-3-5.109 DENSITY BONUS AGREEMENT.
- 10-3-5.110 CONTROL OF RESALE.
- 10-3-5.111 JUDICIAL RELIEF, WAIVER OF STANDARDS.
- 10-3.603 RCO PERMITTED USES; ADMINISTRATIVE APPROVAL (REPEALED)
- 10-3.604 RCO CONDITIONAL USES; COMMISSION APPROVAL (REPEALED)
- 10-3.1601 INTERPRETATION
    - Subsection(s): (E)

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 6. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT “A”

OTA 2024-02

CHAPTER 3: ZONING

Table of Contents

CHAPTER 3: ZONING 1
PURPOSE AND TITLE 9
§ 10-3.101 PURPOSE. 9
§ 10-3.102 SHORT TITLE. 9
DEFINITIONS 9
§ 10-3.201 DEFINITIONS. 9
ZONES 14
§ 10-3.301 ESTABLISHMENT. 14
§ 10-3.302 ZONING MAPS. 14
§ 10-3.303 ANNEXATION POLICY. 15
§ 10-3.304 ZONE BOUNDARIES. 15
§ 10-3.305 CONFORMANCE TO ZONE REGULATIONS. 16
GENERAL PROVISIONS 16
§ 10-3.401 INTERPRETATION. 16
§ 10-3.402 APPLICABILITY. 17
§ 10-3.403 ADDITIONAL PERMITTED USES. 17
§ 10-3.404 ADDITIONAL EXCLUDED USES. 17
§ 10-3.405 USES. 17
§ 10-3.406 NONCONFORMING BUILDINGS AND USES. 21
§ 10-3.407 LOCATION OF DWELLINGS. 22
§ 10-3.408 HEIGHT OF BUILDINGS. 22
§ 10-3.409 BUILDING SITE AREA. 22
§ 10-3.410 THROUGH LOTS. 22
§ 10-3.411 YARD ENCROACHMENTS. 22
§ 10-3.412 FENCES, WALLS, AND HEDGES. 23
§ 10-3.413 STORAGE OF COMMERCIAL VEHICLES. 24
§ 10-3.414 AUTOMOTIVE STORAGE OR PARKING SPACE. 24
§ 10-3.415 DWELLING ON FRONTS OF LOTS. 24
§ 10-3.416 OUTDOOR RETAIL SALES. 24
§ 10-3.417 AMENDMENTS TO PREVIOUSLY APPROVED PERMITS 29
§ 10-3.418 RIGHT TO FARM. 32
10-3.419 34
§ (RESERVED). 34
§ 10-3.420 DESIGN AND DEVELOPMENT GUIDELINES. 34
§ 10-3.421 INTERIM AGRICULTURAL. 34
§ 10-3.422 EMERGENCY SHELTERS 35
§ 10-3.423 SINGLE ROOM OCCUPANCY 36
SITE PLAN REVIEW 37
§ 10-3.4.0101 PURPOSES. 37
§ 10-3.4.0102 APPLICABILITY. 37
§ 10-3.4.0103 APPLICATION REQUIREMENTS. 37
§ 10-3.4.0104 DRAWINGS TO BE SUBMITTED. 38
§ 10-3.4.0105 REVIEW AND ACTION. 39
§ 10-3.4.0106 APPROVAL DETERMINATIONS. 39
§ 10-3.4.0107 CONDITIONS OF APPROVAL. 40

§ 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS. 40
§ 10-3.4.0109 REIMBURSEMENT PROVISIONS. 42
§ 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES. 42
§ 10-3.4.0111 AMENDMENT OF APPROVED PLANS. 42
§ 10-3.4.0112 ACKNOWLEDGMENT AND ACCEPTANCE OF CONDITIONS. 43
§ 10-3.4.0113 BUILDING PERMIT. 43
§ 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL. 43
§ 10-3.4.0115. OCCUPANCY. 43
§ 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION. 44
§ 10-3.4.0117 APPEAL TO THE CITY COUNCIL. 44
PLANNED DEVELOPMENT ZONES 45

§ 10-3-4.101 P-D ZONES. 45
§ 10-3-4.102 DENSITY. 45
§ 10-3-4.103 PLANNING COMMISSION APPROVAL. 46
§ 10-3-4.104 PRECISE PLAN APPLICATION. 46
§ 10-3-4.105 (RESERVED) 46
§ 10-3-4.106 OPEN SPACE. 46
§ 10-3-4.107 YARD ENCROACHMENTS. 46
ADMINISTRATIVE PLAN REVIEW 47

§ 10-3-4.201 PURPOSE 47
§ 10-3-4.202 APPLICABILITY 47
§ 10-3-4.203 APPLICATION REQUIREMENTS 47
§ 10-3-4.204 REVIEW AND ACTION 47
§ 10-3-4.205 APPROVAL FINDINGS 47
§ 10-3-4.206 NOTICE OF DECISION 47
§ 10-3-4.207 APPEALS 48
§ 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS 48
§ 10-3-4.209 AMENDMENTS 48
RESIDENTIAL ZONES..... 48

§ 10-3.501 R ZONES; PURPOSE AND APPLICATION. 48
§ 10-3.502 DENSITY. 48
§ 10-3.503 PERMITTED USES. 49
§ 10-3.504 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 49
§ 10-3.505 CONDITIONAL USES; COMMISSION APPROVAL. 50
§ 10-3.506 FENCES, WALLS, AND HEDGES. 50
§ 10-3.507 MINIMUM SITE AREA AND DIMENSIONS. 51
§ 10-3.508 YARD REQUIREMENTS. 51
§ 10-3.509 MINIMUM OPEN SPACE. 52
§ 10-3.510 BUILDING HEIGHT. 53
§ 10-3.511 PARKING ON UNPAVED SURFACES PROHIBITED. 53
§ 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS. 53
§ 10-3.513 ACCESSORY DWELLING UNITS. 54
AFFORDABLE HOUSING DENSITY BONUS..... 65

§ 10-3-5.101 PURPOSE. 65
§ 10-3-5.102 APPLICABILITY 65
§ 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS. 65
§ 10-3-5.104 APPLICATION 66
§ 10-3-5.105 DENSITY BONUS ALLOWENCES FOR QUALIFIED HOUSING DEVELOPMENTS 67
§ 10-3-5.106 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING 77

§ 10-3-5.107 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS 77
10-3-5.108 INCENTIVES AND CONCESSIONS 80
§ 10-3-5.109 WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS 82
§ 10-3-5.110 PARKING STANDARD MODIFICATIONS 83
§ 10-3-5.111 AFFORDABLE HOUSING AGREEMENT 85
REASONABLE ACCOMMODATION 86

§ 10-3-5.201 PURPOSE. 87
§ 10-3-5.202 APPLICABILITY. 87
§ 10-3-5.203 PROCEDURE. 87
§ 10-3-5.204 APPROVAL FINDINGS. 88
§ 10-3-5.205 CONDITIONS OF APPROVAL. 89
§ 10-3-5.206 APPEALS. 89
§ 10-3-5.207 AMENDMENTS 89
§ 10-3-5.208 CONSIDERATION FACTORS 89
RCO; RESOURCE CONSERVATION AND OPEN SPACE ZONING 90

§ 10-3.601 RCO; PURPOSES AND APPLICATION. 90
§ 10-3.602 RCO; PERMITTED USES. 90
§ 10-3.603 (RESERVED). 92
§ 10-3.604 (RESERVED). 92
§ 10-3.605 RCO; DISTANCES BETWEEN STRUCTURES. 92
§ 10-3.606 RCO; BUILDING HEIGHT. 92
PF; PUBLIC FACILITIES ZONE 92

§ 10-3-6.501 PF; PURPOSE AND APPLICATION. 92
§ 10-3-6.502 PF; PERMITTED USES. 92
§ 10-3-6.503 PF; CONDITIONAL USES; COMMISSION APPROVAL. 92
§ 10-3-6.504 PF; REQUIRED CONDITIONS. 93
§ 10-3-6.505 PF; BUILDING HEIGHT. 93
PROFESSIONAL OFFICE ZONES 93

§ 10-3.751 PROFESSIONAL OFFICE ZONES. 93
§ 10-3.752 USES PERMITTED. 93
§ 10-3.753 SITE AREA. 94
§ 10-3.754 HEIGHT OF STRUCTURES. 94
§ 10-3.755 LOT COVERAGE. 94
§ 10-3.756 YARD REQUIREMENTS. 94
LIGHT COMMERCIAL ZONES 95

§ 10-3.801 C-1 ZONES. 95
§ 10-3.802 USES PERMITTED. 95
§ 10-3.803 SITE AREA. 97
§ 10-3.804 HEIGHT OF STRUCTURES. 97
§ 10-3.805 YARD REQUIREMENTS. 97
HEAVY COMMERCIAL ZONES 97

§ 10-3.901 C-2 ZONES. 97
§ 10-3.902 USES PERMITTED. 97
§ 10-3.903 SITE AREA. 98
§ 10-3.904 HEIGHT OF STRUCTURES. 98
§ 10-3.905 YARD REQUIREMENTS. 99
§ 10-3.906 TRAILER CAMP SITE REQUIREMENTS. 99

RESTRICTED COMMERCIAL ZONE 99

§ 10-3-9.101 C-R ZONE; PURPOSE AND APPLICATION. 99
§ 10-3-9.102 PERMITTED USES. 99
§ 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 100
§ 10-3-9.103 CONDITIONAL USES. 100
§ 10-3-9.104 SITE AREA. 100
§ 10-3-9.105 BUILDING HEIGHT. 100
§ 10-3-9.106 YARD REQUIREMENTS. 100
§ 10-3-9.107 OUTSIDE EQUIPMENT. 101
§ 10-3-9.108 ENCLOSURE OF TRASH AND STORAGE AREAS. 101
§ 10-3-9.109 TIME FOR PICK-UP AND DELIVERY. 101
§ 10-3-9.110 LANDSCAPING. 101

NEIGHBORHOOD COMMERCIAL ZONES 101

§ 10-3-9.201 C-N ZONES; PURPOSE AND APPLICATION. 101
§ 10-3-9.202 PERMITTED USES. 102
§ 10-3-9.202.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 103
§ 10-3-9.203 CONDITIONAL USES. 103
§ 10-3-9.204 LIMITATIONS ON USE. 103
§ 10-3-9.205 SITE AREA. 103
§ 10-3-9.206 BUILDING HEIGHT. 104
§ 10-3-9.207 YARD REQUIREMENTS. 104
§ 10-3-9.208 OUTSIDE EQUIPMENT. 104
§ 10-3-9.209 LANDSCAPING AND FENCING. 104

HIGHWAY COMMERCIAL ZONES 104

§ 10-3-9.301 C-H ZONES; PURPOSE AND APPLICATION. 105
§ 10-3-9.302 PERMITTED USES. 105
§ 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 105
§ 10-3-9.303 CONDITIONAL USES. 105
§ 10-3-9.304 ACCESSORY USES. 106
§ 10-3-9.305 LIMITATIONS ON USE. 106
§ 10-3-9.306 SITE AREA. 106
§ 10-3-9.307 BUILDING HEIGHT. 106
§ 10-3-9.308 YARD REQUIREMENTS. 106
§ 10-3-9.309 OUTSIDE EQUIPMENT. 107
§ 10-3-9.310 LANDSCAPING AND FENCING. 107

WEST YOSEMITE AVENUE OVERLAY ZONE (WY) 107

§ 10-3-9.401 PURPOSE. 107
§ 10-3-9.402 APPLICABILITY. 107
§ 10-3-9.403 USE PERMITS REQUIRED. 108
§ 10-3-9.404 DEVELOPMENT STANDARDS. 108

INDUSTRIAL ZONES 110

§ 10-3.1001 I ZONES. 110
§ 10-3.1002 USES PERMITTED. 110
§ 10-3.1003 HEIGHT OF STRUCTURES. 111
§ 10-3.1004 YARD REQUIREMENTS. 111

URBAN RESERVE ZONES (UR) 111

§ 10-3.10.501 UR ZONES. 111

§ 10-3.10.502 USES PERMITTED. 111
§ 10-3.10.503 SPECIAL CONDITIONS. 112
§ 10-3.10.504 SITE AREA. 112
§ 10-3.10.505 YARD REQUIREMENTS. 113
§ 10-3.10.506 HEIGHT OF STRUCTURES. 113
§ 10-3.10.507 DISTANCE BETWEEN BUILDINGS. 113
UNCLASSIFIED ZONES (U) 113

§ 10-3.1101 U ZONES. 113
§ 10-3.1102 USES PERMITTED. 113
§ 10-3.1103 SITE AREA; HEIGHT OF STRUCTURES; YARD REQUIREMENTS. 113
INDUSTRIAL PARK ZONES (IP) 113

§ 10-3.11.501 IP ZONES. 114
§ 10-3.11.502 PURPOSE. 114
§ 10-3.11.503 PERMITTED USES. 114
§ 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL. 114
§ 10-3.11.504 ACCESSORY USES. 114
§ 10-3.11.505 USES REQUIRING USE PERMITS. 115
§ 10-3.11.506 PERFORMANCE STANDARDS. 115
§ 10-3.11.507 HEIGHT REGULATIONS. 117
§ 10-3.11.508 LOT AREA. 117
§ 10-3.11.509 LOT WIDTH. 117
§ 10-3.11.510 LOT DEPTH. 117
§ 10-3.11.511 LOT COVERAGE. 117
§ 10-3.11.512 YARD REQUIREMENTS. 117
§ 10-3.11.513 USES IN BUILDINGS. 117
§ 10-3.11.514 DISPOSAL FACILITIES. 117
§ 10-3.11.515 OFF-STREET PARKING. 118
§ 10-3.11.516 STORAGE. 118
§ 10-3.11.517 FENCES. 118
§ 10-3.11.518 OFF-STREET LOADING. 118
§ 10-3.11.519 LANDSCAPING. 118
§ 10-3.11.520 TYPE OF FUEL. 118
§ 10-3.11.521 BUILDINGS. 118
§ 10-3.11.522 SIGNS. 119
SPECIFIC PLAN ZONES (SP) 119

§ 10-3.11.601 PURPOSE AND APPLICATION. 119
§ 10-3.11.602 APPLICABILITY. 119
§ 10-3.11.603 SPECIFIC PLAN REQUIRED ELEMENTS. 119
§ 10-3.11.604 ALLOWED LAND USES. 121
OFF-STREET PARKING REGULATIONS 121

§ 10-3.1201 GENERAL REQUIREMENTS. 121
§ 10-3.1202 PARKING SPACES REQUIRED. 122
§ 10-3.1203 PARKING REQUIREMENTS FOR USES NOT SPECIFIED. 127
§ 10-3.1204 IN LIEU PAYMENTS. 127
§ 10-3.1205 EXEMPTIONS FROM PARKING SPACE REQUIREMENTS. 129
§ 10-3.1206 REQUIRED IMPROVEMENT AND MAINTENANCE OF PARKING AREA. 130
§ 10-3.1207 GENERAL REGULATIONS AND CONDITIONS. 130
§ 10-3.1208 PARKING IN THE R ZONES. 132
USE PERMITS 132

§ 10-3.1301 USE PERMIT PREREQUISITE TO BUILDING PERMIT. 132
§ 10-3.1302 APPLICATION. 133
§ 10-3.1303 FILING FEE. 133
§ 10-3.1304 INFORMATION REQUIRED WITH APPLICATION. 133
§ 10-3.1305 INVESTIGATION OF APPLICATION. 133
§ 10-3.1306 PUBLIC HEARINGS. 133
§ 10-3.1307 ACTION BY COMMISSION. 134
§ 10-3.1308 EFFECTIVE DATE. 134
§ 10-3.1309 APPEALS. 134
§ 10-3.1310 ACTION ON APPEALS BY COUNCIL. 135
§ 10-3.1311 TERMINATION AND REVOCATION. 135
§ 10-3.1312 USE PERMIT - LARGE FAMILY DAY CARE HOMES. 137
VARIANCES 139

§ 10-3.1401 NECESSITY. 139
§ 10-3.1402 NECESSARY CONDITIONS. 139
§ 10-3.1403 APPLICATIONS. 139
§ 10-3.1404 FILING FEE. 139
§ 10-3.1405 INFORMATION REQUIRED WITH APPLICATION. 139
§ 10-3.1406 INVESTIGATION OF APPLICATIONS. 140
§ 10-3.1407 NOTICE OF PUBLIC HEARING. 140
§ 10-3.1408 PUBLIC HEARING. 140
§ 10-3.1409 ACTION BY THE COMMISSION. 140
§ 10-3.1410 APPEALS TO THE COUNCIL. 141
§ 10-3.1411 TERMINATION. 141
ZONING TEXT AND MAP AMENDMENTS 141

§ 10-3.1501 NECESSITY. 141
§ 10-3.1502 INITIATION OF PROCEDURE. 141
§ 10-3.1503 APPLICATION FOR CHANGE. 141
§ 10-3.1504 FILING FEE. 141
§ 10-3.1505 INVESTIGATION. 141
§ 10-3.1506 NOTICES. 142
§ 10-3.1507 PUBLIC HEARING. 142
§ 10-3.1508 FINDINGS OF THE COMMISSION. 142
§ 10-3.1509 ACTION BY COUNCIL. 143
§ 10-3.1510 USE PERMITS REQUIRED. 143
§ 10-3.1511 SPECIAL ZONING EXCEPTIONS. 143
§ 10-3.1512 EXCEPTIONS PROCEDURE. 144
§ 10-3.1513 CONDITIONS. 144
§ 10-3.1514 BUILDING PERMITS. 144
§ 10-3.1515 REZONING UPON COMPLETION OF WORK. 144
INTERPRETATION, ENFORCEMENT, VIOLATIONS, AND PENALTIES 145

§ 10-3.1601 INTERPRETATION 145
§ 10-3.1602 ENFORCEMENT. 145
§ 10-3.1603 VIOLATIONS OF CHAPTER; DECLARATION OF NUISANCE. 145
§ 10-3.1604 ABATEMENT. 148
§ 10-3.1605 COMMENCEMENT OF PROCEEDINGS. 148
§ 10-3.1606 HEARING; NOTICE. 148
§ 10-3.1607 HEARING CONDUCT. 148
§ 10-3.1608 ORDER OF ABATEMENT. 149

§ 10-3.1609 APPEAL. 149
§ 10-3.1610 COUNCIL ACTION. 149
§ 10-3.1611 NOTICE OF COUNCIL DECISION. 149
§ 10-3.1612 COST OF ABATEMENT. 150
§ 10-3.1613 REPORT; HEARING AND PROCEEDINGS. 150
§ 10-3.1614 ASSESSMENT OF COSTS AGAINST PROPERTY. 150
§ 10-3.1615 ALTERNATIVES. 150
§ 10-3.1616 EMERGENCY ABATEMENT. 150
§ 10-3.1617 VIOLATION; PENALTY. 151
DEVELOPMENT AGREEMENTS 151
§ 10-3.1701 AUTHORITY FOR ADOPTION. 151
§ 10-3.1702 FORMS AND INFORMATION. 151
§ 10-3.1703 QUALIFICATION AS AN APPLICANT. 152
§ 10-3.1704 PROPOSED FORM OF AGREEMENT. 152
§ 10-3.1705 FEES. 153
§ 10-3.1706 REVIEW OF APPLICATION. 153
§ 10-3.1707 COORDINATION OF APPLICATIONS. 153
§ 10-3.1708 HEARING NOTICE. 153
§ 10-3.1709 RULES GOVERNING CONDUCT OF HEARING. 154
§ 10-3.1710 IRREGULARITY IN PROCEEDINGS. 154
§ 10-3.1711 DETERMINATION BY PLANNING COMMISSION. 154
§ 10-3.1712 DECISION BY CITY COUNCIL. 155
§ 10-3.1713 RECORDATION OF DEVELOPMENT AGREEMENT. 155
§ 10-3.1714 AMENDMENT AND CANCELLATION OF AGREEMENT. 155
§ 10-3.1715 PERIODIC REVIEW. 155
§ 10-3.1716 STATEMENT OF COMPLIANCE APPEALS. 156
§ 10-3.1717 PROCEDURES FOR MODIFICATION OR TERMINATION. 156
§ 10-3.1718 CERTAINTY OF DEVELOPMENT AGREEMENTS. 157
MINOR DEVIATIONS 157
§ 10-3.1801 NECESSITY 157
§ 10-3.1802 APPLICABILITY 157
§ 10-3.1803 APPLICATION AND FEES 158
§ 10-3.1804 APPROVAL AUTHORITY 158
§ 10-3.1805 PUBLIC HEARING AND NOTICING 158
§ 10-3.1806 CONDITIONS OF APPROVAL 158
§ 10-3.1807 FINDINGS FOR APPROVAL 158
§ 10-3.1808 APPEALS 158
§ 10-3.1809 AMENDMENTS 159
GENERAL PLAN AMENDMENTS 159
§ 10-3.1901 NECESSITY 159
§ 10-3.1902 APPLICABILITY 159
§ 10-3.1903 APPLICATION AND FEES 159
§ 10-3.1904 APPROVING AUTHORITY 159
§ 10-3.1905 PUBLIC HEARING AND NOTICE 159
§ 10-3.1906 FINDINGS OF APPROVAL 160
§ 10-3.1907 NOTICE OF DECISION 160
§ 10-3.1908 APPEALS 160
§ 10-3.1909 EXPIRATION AND TIME EXTENSION 160
§ 10-3.1910 AMENDMENTS 160

§ 10-3.1911 FREQUENCY OF AMENDMENTS 160
§ 10-3.1912 ADDITIONAL NOTICE REQUIRED 161

PURPOSE AND TITLE

§ 10-3.101 PURPOSE.

An official land use plan for the city is adopted and established to promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort, and general welfare, and to provide the economic and social advantages resulting from an orderly planned use of land resources.

§ 10-3.102 SHORT TITLE.

This chapter shall be known as the "Zoning Regulations."

DEFINITIONS

§ 10-3.201 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY BUILDING. Part of the main building or a detached subordinate building located on the same lot or building site, the use of which is customarily incidental to that of the main building or to the main use of the land. Where a substantial part of the wall of an accessory building is a part of the main building, or where an accessory building is attached to the main building in a substantial manner by a roof, such accessory building shall be counted as part of the main building.

ACCESSORY DWELLING UNIT. An attached or a detached dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the primary dwelling unit is situated. An accessory dwelling unit also includes an efficiency unit, as defined in California Health and Safety Code Section 17958.1, and a manufactured home, as defined in California Health and Safety Code Section 18007.

ACCESSORY USE. A use naturally and normally incidental to, subordinate to, and devoted exclusively to the principal use of the premises.

ALLEY. A public thoroughfare or way not less than ten feet nor more than 20 feet in width, serving as a secondary means of access to abutting property, and which has been deeded or dedicated to the city.

APARTMENT. A room or suite of two or more rooms in a multiple dwelling occupied or suitable for occupancy as a residence for one family.

APARTMENT HOUSE. See definition in this subchapter, DWELLING, MULTIPLE.

AUTOMOBILE COURT. A group of two or more attached, detached, or semi-detached buildings containing individual sleeping or living units designed for or used primarily for the accommodation of transient automobile travelers, with garage attached or parking space conveniently located to each unit, including tourist courts, motels, or motor lodges.

BOARDING HOUSE. A dwelling other than a hotel where lodging and/or meals for three or more persons are provided for compensation. COMPENSATION shall include compensation in money, services, or other things of value.

BILLBOARD. Any sign containing advertising, not appurtenant to any permitted use, over six square feet in area.

BUILDING. Any structure having a roof supported by columns or by walls and designed for the housing or enclosure of any person, animal, or chattel.

BUILDING, HEIGHT OF. The vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building to the topmost point of the roof.

BUILDING, MAIN. A building in which is conducted the principal use of the lot on which it is situated. In any R zone, any dwelling shall be deemed to be a main building on the lot on which the same is situated.

BUILDING SITE. See definition in this subchapter, LOT.

CAMP, TRAILER. Any area or tract of land used or designed to accommodate ten or more automobile trailers or ten or more camping parties, including cabins, tents, or other camping outfits.

COMMISSION. The Planning Commission of the city.

DUPLEX. A building containing not more than two kitchens, designed and/or used to house not more than two families, living independently of each other, including all necessary employees of each family.

DWELLING. A building or portion thereof designed exclusively for residential occupancy, including one-family, two-family, and multiple dwellings, but not including hotels, clubs, or boarding houses or any institution such as an asylum, hospital, or jail where human beings are housed by reason of illness or under legal restraint.

DWELLING GROUPS. One or more buildings containing dwelling units occupying a parcel of land, in one ownership, and arranged around a yard or court, including one-family, two-family, and multiple dwellings, but not including automobile courts.

DWELLING, MULTIPLE. A building, or portion thereof, used, designed, or intended as a residence for three or more families living independently of each other, and doing their own cooking in the building, including apartment houses, apartment hotels and flats, but not including automobile courts.

DWELLING, ONE-FAMILY. A building designed and/or used exclusively for occupancy by one family, living independently of any other family.

DWELLING, TWO-FAMILY. A building designed and/or used exclusively for occupancy by two families, living independently of each other (see definition in this subchapter, DUPLEX).

DWELLING UNIT. Two or more rooms in a dwelling or an apartment hotel designed for occupancy by one family for living and sleeping purposes and having only one kitchen.

EMERGENCY SHELTER. Housing, as defined in California Health and Safety Code Section 50801, with minimal supportive services for families or individuals experiencing homelessness, where occupancy is limited to sixth months or less. Medical assistance, counseling, and meals may be provided~~Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay~~.

EMPLOYEE HOUSING. Living quarters including dwellings, railroad maintenance cars, trailer coaches, or other housing accommodations maintained in connection with any work or place where work is being performed and the site on which they are located, excepting farm employee housing as defined in this section.

ERECTED. Shall include built, built upon, added to, altered, constructed, reconstructed, moved upon, or any physical operation upon the land required for a building.

FAMILY. One or more persons living ~~as a single housekeeping unit~~ in a dwelling unit~~, including necessary domestic servants. FAMILY shall not include such groups as customarily occupy a hotel, club, fraternity, or sorority house.~~

FARMWORKER HOUSING. Living accommodations for employees and their immediate families employed for the exclusive purpose of agricultural pursuits either on the premises or off-site. It includes single- or multi-unit dwellings, including mobile homes.

GARAGE, PUBLIC. A building used for the care, repair, or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire, or sale.

GARAGE, PRIVATE. A detached accessory building or portion of a main building for the parking or temporary storage of automobiles of the occupants of the premises.

GARAGE SPACE. Permanently maintained space of not less than 8½ × 19 feet for the parking of automobiles off the street. Such space shall be located and arranged for an accessory building and with adequate ingress and egress.

GROUP RESIDENTIAL FACILITY. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. Facilities are typically licensed by the State of California. This classification includes clean and sober living facilities, other types of organizational housing, private residential clubs, and farmworker housing, but excludes bed and breakfasts, dormitories, fraternity and sorority houses, boarding homes, rest homes, hotels, motels, and residential care facilities.

Small. A facility that houses six or fewer persons.

Large. A facility that houses seven or more persons

HOME OCCUPATION. The conduct of an art or profession, the offering of a service, or the conduct of a business, or the handcraft manufacture of products within a house or garage in a residential district, which use is clearly incidental and secondary to the use of a structure for dwelling purposes and which use does not change the character thereof.

HOTEL. Any building, or portion thereof, containing six or more guest rooms used, designed, or intended to be used, let, or hired out to be occupied or which are occupied as the more or less temporary abiding place of six or more individuals who are lodged with or without meals for compensation, whether the compensation for hire is paid directly or indirectly, and in which no provision is made for cooking in any individual room or suite.

HOUSING FIRST. Unconditional housing provided as quickly as possible to homeless people, with supportive services offered.

JUNK YARD. The use of more than 200 square feet of the area of any lot or the use of any portion of that half of any lot, which half adjoins any street for the storage of junk, including scrap metals or other scrap materials, or for the dismantling or wrecking of automobiles, other vehicles, or machinery, whether for sale or storage.

LOADING SPACE. A permanently maintained space of not less than 8 × 18 feet located off the street with access for the parking of vehicles. Whenever the provisions of this chapter shall require loading space, such space shall be in addition to any required parking space and/or garage space.

LOT. Any area or parcel of land held under separate ownership and occupied, or to be occupied, by a main building or by a dwelling group, together with such yards, open spaces, lot width, and lot area as are required by this chapter and having its principal frontage on a public street, road, or highway.

LOT, CORNER. A lot situated at the intersection of two or more intersecting streets.

LOT DEPTH. The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

LOT LINE, FRONT. The property line dividing a lot from a street. On a corner lot the shorter street frontage shall be considered the front lot line.

LOT, INTERIOR. A lot other than a corner lot.

LOT, KEY. The first lot to the rear of a reversed corner lot, whether or not separated by an alley.

LOT LINE. The lines bounding a lot.

LOT LINE, REAR. The line opposite the front lot line.

LOT, REVERSED CORNER. A corner lot which rears upon the side of another lot, whether separated by an alley or not.

LOT LINE, SIDE. Lot lines other than front lot lines or rear lot lines.

LOT, THROUGH. A lot having frontage on two parallel or approximately parallel streets.

LOT WIDTH. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

LOW BARRIER NAVIGATION CENTER. A Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

MANUFACTURED HOME. A factory-built structure that is manufactured or constructed under authority of 42 U.S.C. Sec. 5403, National Manufactured Housing Construction and Safety Standards Act of 1974, and/or California law and is to be used as a place for human habitation. The structure is manufactured either in whole or in substantial part at an off-site location, transported to the site, assembled on-site, and placed on a permanent foundation. For the purpose of this Development Code, a manufactured home shall be considered the same as any site-built, single-family detached dwelling. Manufactured home is not inclusive of a mobile home unless the mobile home has been converted to real property and is taxed as a site-built dwelling.

MOBILEHOME. A structure, transportable in one or more sections, designed to be used with or without a permanent foundation, which contains not more than one dwelling unit, and which is not a recreational vehicle, commercial coach or factory-built house.

MOBILE HOME PARK. Any area or tract of land where two or more lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for human habitation.

NONCONFORMING BUILDING. A building or structure or portion thereof lawfully existing on September 15, 1954, which was designed, erected, or structurally altered for a use that does not conform to the use regulations of the zone in which it is located, or a building or structure that does not conform to all the height or area regulations of the zone in which it is located.

NONCONFORMING USE. A use which lawfully occupied a building or land on September 15, 1954, and which does not conform with the use regulations of the zone in which it is located.

OPEN SPACE. As required in the R and PD zones shall mean area available and accessible to residents for active and passive recreation including landscaped areas, walkways, patios, yards, and recreation facilities. To qualify as open space, an area must have a minimum dimension of 10 feet except that balconies may qualify as open space when the minimum dimension is five feet. Parking areas (spaces and driveways) may not be included in open space calculations.

PARKING SPACE. Permanently maintained space at least 8½ × 19 feet located off the street with access for the parking of automobiles.

PROFESSIONAL OFFICES. An office for the conduct of any one of the following uses: accountant, architect, attorney, chiropractor, civil engineer or surveyor's drafting office, collection agency, cosmetologist, dentist, doctor, funeral parlor, insurance, private detective, real estate, social worker or similar use; but shall not include the following uses: advertiser, barber shop, contractor, pest control, pharmacy, or veterinary.

ROOMING HOUSE. See definition subsection in this subchapter, BOARDING HOUSE.

RESIDENTIAL CARE FACILITY. Facilities that are licensed by the State of California to provide permanent living accommodations and 24-hour primarily nonmedical care and supervision for persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices, nursing homes, convalescent facilities, assisted living facilities, and group homes for minors, persons with disabilities and people in recovery from alcohol or drug addictions. This use classification excludes transitional housing and social service facilities. Residential Care Facilities are further divided into three class types as follows:

Small. A facility providing care for six or fewer persons.

Large. A facility providing care for more than six persons.

Elderly. A housing arrangement chosen voluntarily by the resident or by the resident's guardian, conservator, or other responsible person; where residents are 60 years of age or older; and where varying levels of care and supervision are provided as agreed to at the time of admission or as determined necessary at subsequent times of reappraisal. This classification includes continuing care retirement communities and life care communities licensed for residential care by the State of California."

SINGLE ROOM OCCUPANCY. A residential facility containing housing units that may have individual or shared kitchen and/or bathroom facilities and are guest rooms or efficiency units as defined by the California Health and Safety Code. Each housing unit is offered on a monthly rental basis or longer.

STREET. A public thoroughfare or road easement not less than 20 feet in width, which affords principal means of access to abutting property, but not including an alley.

STREET LINE. The boundary between a street and property.

STRUCTURE. Anything constructed or erected, the use of which requires more or less permanent location on or in the ground or attachment to something having a permanent location on or in the ground, including site built swimming pools. This definition does not include walls and fences less than three feet in height when located in front yards, or less than six feet in height when located in side or rear yards, nor other improvements of a minor character.

STRUCTURAL ALTERATIONS. Any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists, or roof joists, for which a building permit is required.

SUPPORTIVE HOUSING. Housing with no limit on length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. ~~Housing with no limit on length of stay, that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing units are residential uses subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone~~.

TARGET POPULATION. Persons with low incomes who have one or more disabilities, including mental illness, HIV and AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Development Disabilities Services Act (Division 4.5 (commencing with ~~§~~ Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

TRANSIT CORRIDOR. An area within one-quarter mile of a route on which the level of service is at or above the average for the transit system as a whole, according to the transit operator serving the area, and on which regularly scheduled public mass transit service stops are located, or within one-quarter mile of an existing or planned public mass transit guideway or busway station, or within one-quarter mile of a multimodal transportation terminal serving public mass transit operations. “Level of service,” unless otherwise defined by the transit operator, means the frequency of headways and the number of vehicles per day.

TRANSIT STOP. A site containing an existing rail or fixed route bus station, a rail terminal, or an intersection of two or more fixed route bus routes.

TRANSITIONAL HOUSING. Buildings configured as rental housing, but operating under program requirements that require the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months from the beginning of the assistance. Transitional housing units are residential uses subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone.

USE. The purpose for which land or premises or a building thereon is designed, arranged, or intended, or for which it is or may be occupied or maintained.

YARD. An open space, other than a court, on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward, except as otherwise permitted in this chapter.

YARD, FRONT. A yard extending across the front of the lot between the inner side yard lines and measured between the front lot line and the nearest line of the main building.

YARD, REAR. A yard extending across the full width of the lot and measured between the rear line of the lot and the nearest line or point of the main building nearest the rear line of the lot.

YARD, SIDE. A yard on each side of a building between the building and the side line of the lot and extending from the front line to the rear yard.

ZONE. A portion of the city within which certain uses of land and buildings are permitted or prohibited and within which certain yards and other open spaces are required and certain height limited are established for buildings, all as set forth and specified in this chapter. ~~ZONE~~ Zone shall mean and include a "zone district," "zoning district," "land use district," or "district," any of which may be used interchangeably in this chapter as warranted by the context. ~~the word DISTRICT.~~

ZONES

§ 10-3.301 ESTABLISHMENT.

(A) In order to classify, regulate, restrict, and segregate the uses of land and buildings, to regulate and restrict the height and bulk of buildings, and to regulate the area of yards and other open spaces about buildings, and to promote the public health, safety, peace, comfort and general welfare, 16~~3~~ classes of land use zones are established to be known as follows:

(1) PD. Planned Development Zones
(2) R. Residential Zones
(3) RCO. Resource Conservation and Open Space Zone
(4) PF. Public Facilities Zone
(5) PO. Public Office Zone
(6) C-1. Light Commercial Zone
(7) C-2 Heavy Commercial Zone
(8) C-R. Restricted Commercial Zone
(9) WY. West Yosemite Avenue Overlay Zone
(10) I. Industrial Zone
(11) UR. Urban Reserve Zone
(12) U. Unclassified Zone
(13) IP. Industrial Park Zone
(14) N-C. Neighborhood Commercial Zones
(15) H-C. Highway Commercial Zones
(16) SP. Specific Plan Zone

(B) An "S" subdesignation may be added to a zone classification applied to a parcel or parcels of land when deemed appropriate by the City Council, upon recommendation of the Planning Commission, for the purpose of setting forth special provisions for the use of such land on an interim or transitional basis. Such use may be one that would otherwise not be permitted by the regular zoning classification. The "S" subdesignation shall be established by ordinance, after due public hearing processes, and the ordinance shall set forth the circumstances of the subdesignation, including but not limited to the purpose and time period for the special provisions. Upon the termination of the specified time period the special provisions shall automatically become null and void and the subdesignation shall be duly deleted from the zoning map of the city without further hearing.

§ 10-3.302 ZONING MAPS.

(A) Adoption. The boundaries of the various land use districts within the City of Madera are shown upon the map designated as the "City of Madera Zoning Map", sometimes referred to in this chapter as

"zoning map," signed and on file in the office of the City Clerk, which map is hereby adopted and made a part of this chapter, and said map and all of the notations, references, and other information shown thereon shall be as much a part of this chapter as if the matters and information set forth by said map were all duly described in this chapter.

(B) Amendments. If amendments are made in district boundaries or other matter portrayed on the official zoning map, such changes shall be made on the official zoning map promptly after the amendment has been approved by the City Council. The revised zoning map, reflecting all amendments and changes, shall then be refiled with the City Clerk within ~~ten~~ 10 days after City Council approval. No amendment to this title which involves matter portrayed on the official zoning map shall become effective until after such change and entry has been made on the zoning map.

(C) Format. The official zoning map shall be the printed and signed copy on file in the office of the City Clerk, including any adopted amendments. Electronic files used to create the map are not the official map. The official zoning map shall be printed for viewing and interpretation at a scale of at least one to twenty thousand (1:20,000).

§ 10-3.303 ANNEXATION POLICY.

(A) All territory to be annexed to the city shall, prior to being considered by the Madera Local Agency Formation Commission, be prezoned by amendment of the official zoning map and shall be automatically in effect upon the certificate of completion for annexation of the area into the city being recorded by the County Clerk.

(B) Prezoned land shall carry a "PZ" prefix before the zone classification(s) and shall be so designated on the official zoning map. The zone(s) established by prezoning shall become effective and the "PZ" prefix shall be automatically removed when the property is annexed. Failure to complete the annexation process for any reason shall render any prezoning zone classification(s) on the official zoning map to be null and void, and the zoning designation(s) shall be removed for the official zoning map. The subject property will be considered to be not prezoned, not within the city limits of the City of Madera, and instead subject to the zoning ordinance of the County of Madera.

§ 10-3.304 ZONE BOUNDARIES.

The designations, locations, and boundaries of the land use zones established by Section~~s~~ 10-3.301 of this subchapter are as set forth and indicated on City of Madera Zoning Map which is on file in the office of the City Clerk. The zoning map designations are intended to generally follow parcel lines. Interpretation may be needed to determine the exact boundaries of a land use classification where parcel lines are unclear, have been moved, have been deleted, or do not correspond with a zone district boundary.

Where uncertainty exists as to the boundaries of any zone shown on the zoning map, the following rules shall apply:

(A) Street, alley, or lot lines. Where zone boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be such boundaries.

(B) Unsubdivided land. In unsubdivided property or where the zone boundary line divides a lot, the location of such boundary, unless the same is indicated by specific dimensions, shall be determined by use of the scale appearing on the zoning map.

(C) Vacated street or alley. Where any public street or alley or other public right-of-way is officially vacated or abandoned, the land formerly in such street, alley, or right-of-way shall be included within the zone of adjoining property on either side thereof. In the event such street, alley, or right-of-way was a zone boundary line between two or more different zones, the new zone boundary line shall be the former center line of such vacated or abandoned street, alley, or right-of-way.

(D) Determination. When a determination is requested due to an uncertainty as to the location of a zone district boundary, the Planning Director shall utilize the official zoning map to make a determination. Where a determination of the Planning Director is contested, the contestant may make application for a determination by the Planning Commission.

§ 10-3.305 CONFORMANCE TO ZONE REGULATIONS.

(A) Except as provided in this chapter:

(1) Use. No building shall be erected, reconstructed, or structurally altered in any manner, nor shall any land, building, or premises be used, designed, or intended to be used for any purpose or in any manner other than a use listed in this chapter as permitted in the specific zone in which such land, building, or premises are located, and then only after applying for, and securing, all permits and licenses required by law.

(2) Height. No building shall be erected, reconstructed, or structurally altered in any manner to exceed in height the limit established by this chapter for the zone in which such building is located.

(3) Area. No building shall be erected, reconstructed, or structurally altered in any manner, nor shall any open spaces surrounding any building be encroached upon or reduced in any manner except in conformity with the building site requirements and the area and yard regulations established by this chapter for the zone in which such building is located.

(B) No required yard or other open space provided around any building for the purpose of complying with the provisions of this chapter shall be considered as providing a yard or open space for any other building or structure; nor shall any required yard or other open space on an adjoining lot be considered as providing a yard or open space on a lot whereon a building is to be erected.

GENERAL PROVISIONS

§ 10-3.401 INTERPRETATION.

(A) —When interpreting and applying the provisions of this chapter, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience, and general welfare. Except as specifically herein provided, it is not intended by the adoption of this chapter to repeal, abrogate, annul, or in any way to impair or interfere with any existing provision of any law or ordinance, or any rules, regulations, or permits previously adopted or issued, or which shall be adopted or issued pursuant to law relating to the erection, construction, establishment, moving, alteration, or enlargement of any building or improvement; nor is it intended by this chapter to interfere with, abrogate, or annul any easement, covenant, or other agreement between parties; provided, however, that in cases in which this chapter imposes more stringent requirements, regulations, restrictions, or limitations on the erection, construction, establishment, moving, alteration, or enlargement of buildings or the use of any such buildings or premises in the several zones or any of them than is imposed by or required by existing provisions of law or ordinance or by such rules, regulations, or permits or by such easements, covenants, or agreements, the provisions of this chapter shall control.

(B) Authority to Interpret. Where uncertainty exists regarding the interpretation of any provision of this chapter or its application to a specific site, the Planning Director shall have the authority and responsibility to interpret such terms, provisions, and requirements.

(C) Record of Interpretation. Code interpretations shall be made in writing and shall state the facts upon which the Planning Director relied to make the determination. The Planning Department shall keep a record of interpretations made pursuant to this section on file for future reference.

(D) Applicability of Interpretation. Code interpretations shall be applied in all future cases, provided that any interpretation may be superseded by a later interpretation when the Planning Director determines that the earlier interpretation was in error or no longer applicable under the current circumstances.

~~(A)~~(E) Right to Appeal. A Code interpretation by the Planning Director may be appealed to the Planning Commission as provided in Section § 10-3.1601 (Interpretation).

§ 10-3.402 APPLICABILITY.

Should any standard or provision of this title conflict with the allowances or requirements of State law, such allowances or requirements shall prevail.

~~**§ 10-3.402 LESS RESTRICTIVE USES PROHIBITED.**~~

~~The express enumeration and authorization in this chapter of a particular class of building, structure, premises, or use in a designated zone shall be deemed a prohibition of such building, structure, premises, or use in all zones of a more restrictive classification~~

§ 10-3.403 ADDITIONAL PERMITTED USES.

Uses other than those specifically mentioned in this chapter as uses permitted in each of the zones also may be allowed therein, provided such additional uses are similar to those mentioned and are, in the opinion of the Commission as evidenced by resolution of record, not more obnoxious or detrimental to the welfare of the community than the permitted uses specifically mentioned for the respective zones.

§ 10-3.404 ADDITIONAL EXCLUDED USES.

Uses other than those specifically mentioned in this chapter as uses excluded from any zone also may be excluded therefrom, provided such additional uses are, in the opinion of the Commission as evidenced by resolution of record, equally or more obnoxious or detrimental to the welfare of the community than the excluded uses specifically mentioned for the respective zones.

§ 10-3.405 USES.

(A) No circus, carnival, amusement park, open air theater, race track, private recreation center, or similar establishment shall be established in any zone unless and until a use permit is first secured for the establishment, maintenance, and operation of such use.

(B) No dance hall, road house, nightclub, commercial club, or establishment where liquor is served or sold for consumption on or off the premises, or commercial place of amusement or recreation, or any such place or any other place where entertainers are provided, whether as social companions or otherwise, shall be established in any zone where such uses may be otherwise allowed unless a use permit shall first have been secured for the establishment, maintenance, and operation of such use.

(C) Accessory uses and buildings in any C or I zone may be permitted where such uses or buildings are incidental to, and do not alter the character of, the premises in respect to their use for purposes permitted in the zone. Such accessory buildings shall be allowed only when constructed concurrent with or subsequent to the main building.

(D) Public or private parking lots for automobiles may be permitted in any R zone adjacent to any C or I zone provided a use permit shall first be obtained in each case.

(E) Churches, schools, hospitals, parks, playgrounds, and public utility and public and quasi-public buildings, except cemeteries and their appurtenant uses, may be permitted in any R zone provided a use permit shall first be obtained in each case.

(F) The removal of minerals, earth, and other natural materials may be permitted in any zone provided a use permit shall first be obtained in each case.

(G) The provisions of this chapter shall not be construed to limit or interfere with the installation, maintenance, and operation of public utility pipelines and electric or telephone transmission lines or railroads when located in accordance with the applicable rules and regulations of the Public Utilities Commission of the state within rights-of-way, easements, franchises, or ownerships of such public utilities.

(H) Home occupations shall be permitted in all R zones subject to the determination by the Commission of what activities are within the definition of home occupations as set forth in § 10-3.201 of this chapter. The determination of the Commission of what conduct may be allowed under the definition of home occupation shall be set forth in a resolution of the Commission on file in the office of the Planning Director. In the event of a dispute regarding the issue of whether or not the use of any property is or is not a home occupation, the Planning Director shall set the matter for hearing by the Commission, and the Commission's determination of such issue shall be final and conclusive. In conjunction with any such hearing, the Commission may attach such conditions to the use of the property which may be necessary to insure that the limitations set forth in this chapter and any resolutions adopted by the Commission concerning the conduct of home occupations are met. All home occupations shall be registered with the Planning Director.

(I) Recycling facilities.

(1) Recycling facilities as hereinafter described are permitted as set forth in this subsection. Recycling facilities are either collection facilities or processing facilities. A COLLECTION FACILITY shall not complete any processing except limited bailing, batching, and the sorting of materials and shall be classified as either SMALL, which occupies an area of not more than 100 square feet and includes bins, boxes, cans, kiosk-type units, bulk reverse vending machines, and/or other containers or receptacles, or LARGE, which occupies an area of more than 100 square feet and includes bins, boxes, cans, kiosktype units, bulk reverse vending machines, and/or other containers or receptacles. Any and all motorized vehicles and trailers except those used to transfer recyclable materials to a collection or processing facility are deemed to be large collection facilities. A processing facility is a building or space used for the collection and processing of recyclable materials and processed by such means as flattening, sorting, settling, compacting, bailing, shredding, grinding, and crushing. Recyclable materials are reusable material including aluminum, glass, plastic, paper, and used motor oil.

(2) Recycling facilities are permitted as follows:

(a) A small collection facility may be permitted in any C, I, IP, or RCO zone and in an R zone when the site is the location of an appropriate non-profit agency. In each case, approval must first be secured from the Planning Director.

(b) A large collection facility may be permitted in any zone after first securing a use permit.

(c) A processing facility may be permitted in a C-2, I, or IP use zone after first securing a use permit.

(3) Applications for recycling facilities shall be evaluated for propriety of location and consideration shall be given to the need for facility screening, landscaping, circulation/parking, noise, odor, and sanitation control to assure compatibility with surrounding land uses.

(J) Cardrooms.

(1) Cardrooms as hereinafter described and regulated are permitted as set forth in this subsection. A cardroom is any room open to the public for the lawful playing of cards, regardless of whether the tables, chairs and other furniture and fixtures are temporary or permanent or at times used for other purposes.

(a) It is the stated purpose of this division (J) to regulate cardrooms in the city concurrently with the state, and to impose local controls and regulations upon cardrooms as permitted in the "Gambling Control Act".

(b) Cardrooms, subject to the licensing requirements and limitation in number cited at § 6-~~140~~ 301 et. seq. of this code are permitted in any C-1, C-2, CH, or I zone except as otherwise prohibited. In each case, a Use Permit must be approved by the Planning Commission. Application for a Use Permit shall be made in accordance with §§ 10-3.1301 et seq. of this code.

(c) Applications for establishment of cardrooms shall be evaluated for propriety of location and consideration shall be given to the need for landscaping, circulation/parking, noise, intrusive lighting and health and safety considerations to ensure compatibility with surrounding land uses.

(d) The exterior wall structure of each business or premises lawfully occupied by a cardroom shall be located not less than:

1. 1,000 feet from the exterior property limits of any public or private elementary school, junior high school or high school; and

2. 1,000 feet from the exterior property limits of any church or place of worship; and

3. 1,000 feet from the exterior property limits of any zoning district where residential use is the principal permitted use; and

4. 1,000 feet from the exterior wall structure of each business or premises lawfully occupied by another cardroom, a massage establishment, adult entertainment establishment, or any other adult oriented business establishment.

5. All distances referred to in division (J)(1)(d) of this section shall be measured in a straight line without regard to intervening structures, from the closest exterior structural wall of the cardroom. Said distance standards shall be applied regardless of jurisdictional boundaries.

(e) Exempt organizations.

1. Exempt organizations may provide card tables and card games for the exclusive use of their members and shall be exempted from obtaining a cardroom license pursuant to this section, whether or not a fee or any other charge is made to the players, as long as the exempt organization is not required to register under the Gaming Registration Act, and providing that such exempt organization complies with all of the subsections of this section.

2. An authorized representative of the exempt organization shall file a Declaration of Exemption executed under penalty of perjury with the Chief of Police that sets forth the name and address of the exempt organization, the number of tables to be operated, and a declaration that the exempt organization and its members qualify for exemption from the Gaming Registration Act and from licensing hereunder; the Declaration of Exemption shall be accompanied by proof of the valid and unrevoked tax exempt status of the exempt organization granted by the Franchise Tax Board and/or the Internal Revenue Service. No registration fees shall be required.

3. No exempt organization shall operate, conduct, or carry on legal gaming as defined in this chapter more than one day of any calendar week.

4. No exempt organization shall operate, conduct, or carry on legal gaming as defined in § 6-~~140~~ 301 et. seq. of this code within any building, structure, lot, or premises within any calendar week, if any other exempt organization has conducted, carried on, or operated legal gaming within such building, structure, lot or premises during the same calendar week.

(K) Garage and yard sales.

(1) Purpose and intent. The purpose of this subsection is to establish land use standards that will protect the character of single-family residential neighborhoods in order to preserve public safety and welfare. The intent is to regulate those activities which in the most technical sense have business or commercial characteristics, but which, because of the manner in which they are conducted or the purposes for which they are being operated, are truly non-commercial in nature. These regulations are intended to prevent the expansion of such non-commercial operations into truly commercial operations and to regulate the method of conducting the activity so that it will be confined to a non-commercial type of operation. It is the purpose of this subsection to prevent such activities from unfairly competing with

permitted revenue-producing commercial and business enterprises; to prevent the conduct of commercial enterprises upon other than commercially zoned property; and to curb the evasion of business permit fees and sales taxes.

(2) Definitions. For the purpose of this subsection, a GARAGE SALE or YARD SALE is a sale conducted by an individual homeowner or occupant of a home, or apartment owner, occupant of an apartment unit, or owner or occupant of any other residential or dwelling unit. These sales are for the purpose of selling, trading, bargaining, exchanging or otherwise disposing of unwanted or surplus household furnishings or goods, or other tangible items. They are usually conducted in a garage, on a patio or porch, upon a driveway or in a yard, and are sales for which no inventory or permanent or detailed records are kept on the transactions thus carried out. They may at times be conducted by a combination of residential dwellers at a single location. All sales designated "lawn sale", "attic sale", "rummage sale ", "moving sale", "estate sale" or other terms of similar or like intent and having the foregoing characteristics and purposes are hereby declared GARAGE or YARD SALES for the purpose of regulation by this subsection.

(3) Time limits of sales. Sales events conducted at any residential dwelling unit, apartment complex, or residentially zoned property may only be held on the first Saturday and/or Sunday of each month. No event may be held for more than two consecutive days. The time limit for conducting the sale shall be between the hours of 8:00 a.m. and 4:00 p.m., including the time for set-up and takedown. The driveway, yard area, or other space used for the purposes of the sale shall be restored to its normal residential character at the conclusion of the sale.

(4) Limitations on items for sale. Goods offered for sale shall be the personal property of the person conducting the sale, as well as persons participating in the sale. All of the goods must be used or secondhand. Selling goods which have been acquired specifically for the purpose of resale is prohibited. The sale of the goods shall not violate any federal, state, or local laws.

(5) Display of property. Except where a special events or encroachment permit has been issued, the display of personal property offered for sale shall not be displayed on any public right-of- way, including, but not limited to, sidewalks, parkways, streets and/or alleys, or on any other residentially zoned property other than that owned or rented by the person conducting the sale.

(6) Sign displays. A sign no larger than six square feet in area may be displayed on the premises announcing the sale during the time period allowed for such events. No sign shall be displayed at any location outside of, or off the premises without the expressed written permission of the owner. Placing signs in the public right-of-way is prohibited. No sign shall be placed any earlier than 12:00 p.m. on the day before the sale starts and shall be removed by 4:00 p.m. on the termination day of the sale.

(7) Violation - penalty. Violations of any provisions of this subsection shall subject the violator to suit for civil remedy, criminal penalty, administrative enforcement, or any combination thereof. The criminal penalty for a first or second offense shall be punishable as an infraction. The criminal penalty for a third offense or more shall be punishable as a misdemeanor.

(8) Non-profit organizations shall be permitted to hold no more than two garage or yard sales on non-residential property within a 12 month period. Non-profits holding such garage or yard sales must obtain a permit from the Neighborhood Revitalization Department prior to holding the event.

(L) No treatment center, counseling center, psychiatric facility, or other clinic or business which primarily serves or treats sex offenders, including those persons who are required to register pursuant to California Penal Code § 290, or any similar establishment shall be established in any zone unless and until a use permit is first secured for the establishment, maintenance, and operation of such use. Under no circumstances shall a permit issue or, any such facility shall be permitted to locate or operate within 2,000 feet of any public or private school or park, or any facility where children gather.

§ 10-3.406 NONCONFORMING BUILDINGS AND USES.

The following regulations shall apply to all nonconforming buildings and structures, or parts thereof, and uses existing on September 15, 1954:

(A) Land only. The lawful use of land only, existing on September 15, 1954, although such does not conform to the regulations specified in this chapter for the zone in which such land is located, may be continued provided no such use shall be enlarged or increased nor be extended to occupy a greater area than that occupied by such use on September 15, 1954, and if any use ceases, the subsequent use of such land shall be in conformity to the regulations specified by this chapter for the zone in which such land is located.

(B) Buildings or structures. A building or structure in existence, or a use lawfully occupying a building or structure on September 15, 1954, or on the effective date of an applicable amendment to this chapter, which building or use does not conform to the regulations for the district in which the building or use is located, shall be deemed to be a nonconforming building or use, and may be continued as provided in this section:

(1) The lawful use of buildings or structures may be continued although such building or use does not conform to the regulations specified for the zone in which such building or structure is located.

(2) The nonconforming use of a portion of a building or structure may be extended throughout the building provided in each case a use permit shall be first approved by the Planning Commission.

(3) The nonconforming use of a building or structure may be changed to a use of the same or more restricted nature provided in each case a use permit shall first be approved by the Planning Commission.

(4) If the nonconforming use of a building or structure ceases for a continuous period of six months, it shall be considered abandoned and shall thereafter be used only in accordance with the regulations for the zone in which such building or structure is located and the nonconforming right shall be lost. Provided, however, that if a use permit is approved by the Planning Commission within an additional six months from the date of termination, the use may be reestablished.

(C) Maintenance or repairs. Ordinary maintenance and repairs may be made to any non- conforming building providing no structural alterations are made and providing such work does not exceed 15% of the appraised value of the building or structure in any one-year period. Other repairs or alterations may be permitted provided a use permit shall first be secured in each case.

(D) Reconstruction of damaged nonconforming building. Nothing in this chapter shall prevent the reconstruction, repair, or rebuilding and continued use of any nonconforming building or structure partially damaged by fire, collapse, explosion, or act of God, wherein the expense of such reconstruction, repair, or rebuilding does not exceed 75% of the appraised value of the building or structure according to an independent appraisal completed by an appraiser certified by the state at the time such damage occurred. All such reconstruction shall be performed under one building permit and started within a period of one year from the date of damage and be diligently prosecuted to completion. In the event the aforementioned damage is in excess of 75% of the appraised value, the building or structure may be restored only if made to conform to all the regulations of the zone in which it is located, or through approval of a use permit by the Planning Commission.

(E) Changes to conforming use to be permanent. Any part of a building, structure, or land occupied by such a nonconforming use which is changed to, or replaced by, a use conforming to the provisions of this chapter, as they apply to the particular zone, shall not thereafter be used or occupied by a nonconforming use.

(F) Nonconforming uses resulting from amendments. The foregoing provisions of this section shall apply also to buildings, structures, land, or uses which hereafter become nonconforming by reason of any reclassifications of zones or any subsequent changes to the provisions of this chapter as of the effective date of such amendment.

(G) Exceptions; powers of eminent domain. No parcel of land in single ownership on September 15, 1954, shall be considered non-conforming solely as the result of the taking of a part of such land for street widening or public utility purposes under the power of eminent domain.

(H) Billboards. All ~~BILLBOARDS~~ billboards defined in § 10-3.201 of this chapter are declared to be non- conforming uses in any zone and shall be prohibited, and such billboards shall be removed from the premises where located on or before January 15, 1975, or within three calendar years after the effective date of any ordinance annexing the territory upon which any such sign is located, whichever is the latter; provided, however, the provisions of this section shall not apply to official notices issued by any court, public body, or officer in the performance of a public duty, or by any person in giving any legal notice, or to any directional, warning, or informational sign required by or authorized by law or by federal, state, or local authority.

§ 10-3.407 LOCATION OF DWELLINGS.

Except in multiple dwelling developments or where otherwise provided for in this chapter, every dwelling shall face or front upon a street or permanent means of access to a street.

§ 10-3.408 HEIGHT OF BUILDINGS.

Chimneys, cupolas, water tanks, ventilating fans, towers, steeples, smokestacks, and similar structures and mechanical appurtenances may be permitted in excess of height limits specified in the individual zones provided a use permit is first obtained in each case. In order to encourage shared use of telecommunication towers and the use of alternative tower structures or stealth antennas, the Community Development Director/City Engineer and may approve an exception to the height restrictions specified in the individual zones by an amount not to exceed 20 feet.

§ 10-3.409 BUILDING SITE AREA.

Any lot or parcel of land under one ownership and of record on September 15, 1954, where no adjoining land is owned by the same person may be used as a building site even when of less area or width than that required by the regulations for the zone in which it is located.

§ 10-3.410 THROUGH LOTS.

On through lots, either lot line separating such lot from a public thoroughfare may be designated by the owner as the front line. In such cases, the minimum rear yard shall be the average of the yards on lots next adjoining. If such lots next adjoining are undeveloped, the minimum rear yard shall conform to the front yard setback for the zone in which the property is located.

§ 10-3.411 YARD ENCROACHMENTS.

Where yards are required by this chapter, they shall be not less in depth or width than the minimum dimension specified for any yard, and they shall be at every point open and unobstructed from the ground upward, except as follows:

(A) Architectural features. Fireplaces, bay windows, balconies, cornices, canopies, and eaves, not providing additional floor space within the building, may extend into a required front, side, or rear yards not to exceed two feet.

(B) Porches.

(1) Covered porches, landing spaces, or outside stairways, which do not extend above the level of the entrance floor of the building may project into any required side yard not more than three feet and not

exceeding six feet into any required front yard. An open work railing, not more than 30 inches in height, may be installed or constructed on any such porch or landing space.

(2) Open porches, landing spaces, or outside stairways, if unroofed and unenclosed, which do not extend above the level of the entrance floor of the building to a maximum of 30 inches, is not limited as to its projection into front and side yards, provided it is not more than 120 square feet in area. Projections into a required rear yard are subject to the same limitations as a deck.

(C) Decks. When larger than 120 square feet or when the deck is constructed higher than 30 inches above finish grade, a wood deck may occupy up to 30% of a required rear yard area, but may not extend any closer than three feet to the rear or side property lines. Except as provided under open porches above, such a deck may not be located in the front setback area.

(D) Accessory buildings and structures. Except as provided elsewhere in this title, the following regulations shall apply to the location of accessory buildings:

(1) Attached accessory building. Where an accessory building is attached to and made a part of the main building, it shall be made structurally an integral part of, and have a common wall with, the main building and shall comply in all respects with the requirements of this chapter applicable to the main building.

(2) Detached accessory buildings. A detached accessory building or structure to be constructed in an R-1, R-2, R-3, or PD zone (unless otherwise provided by an approved precise plan) shall be subject to the following standards:

(a) Buildings designed for residential occupancy, or detached accessory structures larger than 1,000 square feet in size or higher than 12 feet shall be located at least ten feet from any dwelling building existing or under construction on the same lot or any adjacent lot. Such accessory building shall conform to the setback requirements for the primary dwelling unit on the lot.

(b) Structures not designed for residential occupancy, such as patio covers, gazebos, cabanas, and pool shelters, less than 1,000 square feet in area and less than 12 feet in height, shall be located as follows:

1. For structures with walls, at least a three-foot separation from the walled side to any building on the same lot is required. A three-foot separation from any side or rear lot line must be maintained.

2. For structures with wall surfaces of less than 10%, no separation is required from other buildings on the same lot, except at windows where three feet must be maintained. A three-foot separation from any side or rear lot line must also be maintained.

3. In the case of a corner lot, such structure shall meet the street side yard setback requirements for the primary dwelling unit on the lot.

§ 10-3.412 FENCES, WALLS, AND HEDGES.

(A) No fence, wall, or screen planting of any kind shall be constructed or grown to exceed a maximum of six feet in height between the rear property line of a lot and the front line of the main building or along any rear property line, nor to exceed three feet in height in any required front or street side yard or within 25 feet of any street corner except as may otherwise be permitted under this chapter.

(B) In R-1, R-2, and R-3 zones, or any Planned Development zone, no barbed wire shall be used or maintained in or about the construction of a fence, wall, hedge, or screen planting along the front, side or rear lines of any lot, or within three feet of the lines, and no sharp wire or point shall project at the top of any fence or wall.

(C) A fence may only be constructed of permanent building materials, such as wood, chain link, stone, rock, concrete block, masonry brick, brick, decorative wrought iron or other similar building materials approved by the Planning Department. A fence may not be constructed of cast-off, secondhand, or other material not originally intended to be used for constructing or maintaining a fence, including, but not limited to plywood less than five-eighths inches thick, particle board, cardboard, paper, visqueen plastic, plastic tarp, scrap wood, scrap metal, or similar material.

(D) All fences shall be properly maintained so as not to create a hazard, public nuisance or blight in the surrounding neighborhood.

(E) Any fence that is constructed, replaced or repaired in a manner that is inconsistent with the provisions of this section as of the effective date of Ordinance No. 809 C.S. shall constitute a violation of this section.

§ 10-3.413 STORAGE OF COMMERCIAL VEHICLES.

The storage or parking of commercial vehicles in the R-1, R-2, and R-3 zones, except for loading and unloading purposes, or the storage of materials, supplies, or equipment used for commercial purposes is prohibited.

§ 10-3.414 AUTOMOTIVE STORAGE OR PARKING SPACE.

For each main building erected or structurally altered in any R-1, R-2 or R-3 zone there shall be provided and maintained minimum off-street parking accommodations with adequate provisions for ingress and egress by standard size automobiles as provided in the Off-Street Parking Regulations subchapter of this chapter.

§ 10-3.415 DWELLING ON FRONTS OF LOTS.

Except as may otherwise be permitted within the applicable base zone district, ~~Any~~ any lot upon which a legal non-conforming dwelling has been constructed ~~on the rear half thereof prior to September 15, 1954~~, may have a second dwelling constructed ~~on the front half of the lot~~ upon the issuance of a use permit.

~~§ 10-3.415.1 (RESERVED).~~

§ 10-3.416 OUTDOOR RETAIL SALES.

This section sets standards for the conduct of outdoor retail sales activities, including but not limited to: farmer's market, home sales, pushcarts or peddle carts, sales from vehicles, seasonal sales, and sidewalk sales. The regulations provide for the pleasure and convenience of the community while protecting the public health and safety. A needed service is allowed through these provisions, as well as ensuring land use compatibility and attractive facilities.

(A) Definitions. The following definitions shall apply to this section:

LUNCH WAGON. A motor vehicle from which beverages and/or ready-to-eat food items are sold.

MOBILE FOOD PREPARATION UNIT. Any vehicle or portable food service unit upon which food is prepared for service, sale and distribution at retail, other than a lunch wagon or unprepared food vending vehicle, bakery truck, or ice cream product truck.

MOBILE VENDOR. Any person not having an established location who is engaged in transient business for the purpose of selling any type of merchandise or for the purpose of taking orders, or providing a service.

OPERATOR'S PERMIT. The permit issued to a mobile vendor, under the provisions of § 6-1.53 of the Municipal Code, who sells products, provides services, operates a lunch wagon, mobile food preparation unit, or pushcart on any sidewalk, street, alley, or highway, or on public or private property for the purpose of vending a product to the public.

OUTDOOR RETAIL. The conducting of activities including but not limited to sales, merchandising, display, exhibition, vending, demonstration or distribution of any product or service outside of a fully enclosed structure built in accordance with the provisions of the Madera Municipal Code.

PUSHCART. Any wagon, cart, or similar wheeled container, which is not a vehicle as defined in the State Vehicle Code, from which a product is offered for sale to the public.

SEMI-PERMANENT. The selling, giving away, displaying or offering for sale any product or service from any location for a period of time in excess of 30 minutes.

STAND. Any newsstand, table, bench, booth, rack or any other fixture or device which is used for the display or storage of articles offered for sale by a vendor.

TEMPORARY USE PERMIT. The land use permit issued by the Planning Director to a vendor authorizing the holder to engage in the business of vending a product from a lunch wagon, stand, mobile food preparation unit, pushcart, or any other business at a fixed location on any sidewalk, street, alley, or highway, or on public or private property, on a seasonal or temporary basis.

USE PERMIT. The land use permit issued to a vendor by the Planning Commission authorizing the holder to engage in the business of vending a product from a lunch wagon, stand, mobile food preparation unit, pushcart, or any other business at a fixed location on any sidewalk, street, alley, or highway, or on public or private property, on a long term or permanent basis.

VENDOR. A person who sells any type of merchandise at any fixed location other than within a permanent building or structure.

(B) Exceptions. All merchandise or displays and all storage or sales areas shall be within a permanent and completely enclosed building or structure, except that the following may be conducted outdoors:

(1) Newspaper vending from coin operated machines.

(2) Flower stands, plants and floral displays, subject to the requirements for a temporary use permit specified at division (F) (5) below and the standards specified in division (C) (6) below.

(3) Those outdoor land uses and activities specifically allowed by other sections of this code.

(4) Vehicular fuel sales in conjunction with approved service stations and mini-market operations.

(5) Vending machines, subject to the standards specified in division (F) (6) (a) below.

(6) Sales of Christmas trees and fireworks as further regulated by division (C) (6) below.

(7) Garage or yard sales at single or multiple family residences.

(8) Special events and sales activities conducted at city-owned facilities as may be authorized by the appropriate city department director.

(9) Outdoor fund-raising sales and activities conducted by schools, charitable or non-profit organizations if the sale is carried on wholly by the organization and it will derive, both directly and indirectly, any and all profits from the sale, except that events held on private property shall be subject to ~~administrative approval by the~~ Planning Director Approval.

(10) Mobile vendors as authorized in this section.

(C) General provisions. The following regulations shall apply generally to all outdoor retail sales activities authorized in this section.

(1) The sale of raw or processed foodstuffs is subject to applicable regulations of the County Health Department, State Health Codes, and California Food and Agriculture Codes, including but not limited to obtaining and displaying a current proof of health inspection sticker.

(2) All food preparation and vending units shall be inspected at least annually by the County Health Officer or designated representative and shall display a current sticker issued by and as directed by that agency.

(3) Sale of food products or beverages from any portable box, bag or similar container, other than a County Health Department approved container shall be prohibited, except that food previously inspected by a duly appointed government inspector, prepackaged in sealed containers may be displayed or offered for sale if otherwise in compliance with all applicable health and safety regulations.

(4) No vendor shall operate within 300 feet of any school ground prior to 4:00 p.m. on any day school is in session.

(5) No more than two vendors shall assemble, gather, collect or otherwise join for any purpose at any location except as otherwise authorized by approved conditional use permit.

(6) In no case shall a vendor operate in the following described areas except as permitted in writing by the City Council or it's authorized representative:

(a) Within 15 feet of any crosswalk or fire hydrant:

(b) In marked diagonal parking spaces:

(c) On any sidewalk or street adjacent to a curb which has been designated as a white, yellow, blue, green or red zone:

(d) Within 12 feet of the outer edge of any entrance way to any building or facility used by the public measured in each direction parallel to the building;

(e) At a location where pedestrian passage will be reduced to less than six feet:

(f) At any location where such operation may create a traffic hazard. For the purpose of this section, the judgment of a Madera police officer shall be deemed conclusive as to whether the operation is creating a hazard.

(g) Vendors shall not be permitted to operate at any publicly-owned off-street location in the Downtown Business District, including but not limited to parking lots and pocket parks. This section shall not be construed to prohibit vendors from operating on privately-owned property in the Downtown Business District pursuant to a valid use permit.

(7) Vendors shall be restricted from parking and or conducting business at any location within the public right-of-way designated by the City Engineer that represents a public peace, safety, health or welfare concern.

(D) The following additional regulations shall apply to pushcart, lunch wagon and mobile food preparation units.

(1) Each unit shall have affixed to it in plain view or available for immediate inspection a Madera City Business License, Health Certificate and any other permit required by this or any other applicable code.

(2) The maximum dimensions of any pushcart shall be six feet in length and four feet in width.

(3) The only signs used in conjunction with any unit shall be signs affixed to or painted on the unit or its canopy, with a maximum area of eight square feet.

(4) The operator of any unit, if such a person is an employee, contractee, or lessee of an owner, shall carry his operator's permit upon his person.

(5) No artificial lighting of any pushcart is permitted except as required by the California Vehicle Code.

(6) A refuse bin of at least one cubic foot shall be provided in or on the unit and shall be accessible by customers.

(7) No shouts, calls, horns or other noise nor amplified sound which can be heard 50 or more feet from the unit shall be permitted.

(8) No person shall stop, park or cause any lunchwagon or mobile food preparation unit or motor vehicle from which is offered food beverages, goods or merchandise to remain stopped in any public right-of-way within 75 feet of any street intersection.

(9) No person shall stop, park or cause any unit from which is offered food, beverages, goods or merchandise to remain stopped in any public right-of-way for more than 30 minutes except pursuant to the order of a lawful authority or for the purpose of making emergency repairs to the vehicle. In no event shall any person sell or give away any food or beverage product from a lunchwagon, pushcart or mobile food preparation unit vehicle while on any other public property including parking lots or pocket parks except as otherwise allowed in this code.

(10) No person shall stop, park or cause a lunchwagon, pushcart or mobile food preparation unit to remain on any private property for the purpose of selling, giving away, displaying or offering for sale any food or beverage product to any person other than the owner, his agents or employees without first securing a use permit for such activity. Permission for sales only to the owner, his agents or employees

must be granted by the owner of such property and must be in writing and shall be carried by the vendor and/or exhibited in the unit and shall not exceed the time limits established by § 10-3.416(D)(17).

(11) All mobile food preparation units, lunchwagons or pushcarts shall comply with all applicable regulations set forth in Articles 10 and 10.1 of Title 17 of the California Administrative Code.

(12) Each mobile food preparation unit shall be equipped with a fully charged fire extinguisher in good operating condition and with a current inspection tag. The driver shall be advised of the location of the type of extinguisher used and instructed in its operation.

(13) No cooking or food preparation shall be done while the mobile food preparation unit is in motion.

(14) Waste water shall not be discharged from a unit except at an approved disposal site.

(15) All units shall clearly exhibit the name of the owner of the unit, business address and business phone number of the person, firm, association, organization, company or corporation.

(16) Removal of trash. The operator of each unit shall be responsible for collection and proper disposal of all trash and debris accumulated by reason of any vending operation.

(17) Units may stop at sites or businesses (on-site) for no more than 30 minutes without moving to a new business location or site and may not return to that location for a period of one hour.

(E) The following requirements and standards shall apply only to mobile food preparation units, catering trucks and lunchwagons seeking to apply for a conditional use permit to operate on private property on a semi-permanent basis.

(1) Units proposing to operate on private property on a semi-permanent basis in the city shall not be allowed in the Residential or Professional Office Zones.

(2) No unit will be authorized to operate on private property on a semi-permanent basis in any established shopping center in the city.

(3) A unit may be authorized to operate on a property occupied by another land use, with the authorization of both the land-owner and the operator of the primary business, and as accessory to the primary land use.

(4) Except for restroom facilities, a unit on private property must operate as a separate and independent land use. The primary land use must continue to function without infringement on its access, circulation and parking requirements.

(5) The unit must comply with standard yard area and open space requirements as required by the zone for the primary business operation.

(6) Minimum site area for a unit shall be based on the setback requirements and on-site parking requirements for the operation and in no case shall be less than 1,000 square feet.

(7) A minimum of three standard on-site parking spaces in conformance with city standards shall be required in conjunction with the location of a unit on private property on a semi-permanent basis.

(8) The site on which the unit shall be located must be paved with asphalt concrete in accordance with city standards.

(9) A unit operating on private property on a semi-permanent basis shall be limited in its operation to daylight hours only, except as otherwise allowed by approved use permit.

(F) Permit requirements. The following permit procedures shall apply generally to outdoor retail sales activities as specified:

(1) Business license. Every vendor shall obtain a business license in accordance with the provisions of Title 6 of this Code.

(2) Use permit. No vendor may stop, stand or park at a fixed location for the purpose of vending or exhibiting merchandise at or on any publicly or privately-owned property or conduct sales activity outside a building or structure without first securing a use permit in accordance with Article 13 of this Code.

(3) Operators permit. No itinerant vendor shall operate without first obtaining a license under the provisions of § 6-1.53 of this Code.

(4) No person except the holder of a business license pursuant to § 6-1.53 of this code may be issued a use permit. No person may be issued such use permit unless he or she has obtained any required approvals from the County Health Department.

(5) Temporary use permits. The temporary use of land for those activities permitted in this section may be authorized for a limited and specified period of time not to exceed one year in duration as set by the Planning Director within the terms and conditions of each particular temporary use of land permit. The Planning Director may consider and take appropriate action on a request for extension of a temporary use of land permit for one additional one-year period upon review of a written request to be submitted no later than 30 days prior to the expiration of the approved temporary use of land permit. Outside sales of seasonal merchandise (Christmas trees, fireworks, pumpkins, produce stands, flower stands and the like) in one location may be permitted up to a maximum cumulative total of 90 days within a calendar year on a single property, with a limitation of no more than three non-consecutive separate events of a maximum of 30 days per each event.

(6) For applications for temporary use of land permits which allow for a vendor, the following minimum provisions and conditions shall also be applicable:

(a) A vendor sales stand and/or use shall not be located upon the paved or any unpaved portion of a public right-of-way nor impede the free and unobstructed use of any sidewalk or right-of-way. Push carts may use the public sidewalk as long as the cart does not impede the movement of pedestrians.

(b) The vendor sales activity, including the display of all related merchandise or products for sale, shall be limited to the immediate confines of the temporary street side stand, trailer, vehicle or other enclosure approved as part of the permit.

(c) All uses shall be located in such a manner that will not impede the normal use of driveways serving the property where the use is proposed nor in such a manner that encourages customers to stop in the street or driveway to obtain vendor service.

(d) Uses providing for temporary street side stands, trailers, or vehicles shall comply with the setback/yard provisions of the specific commercial or industrial zone the use is proposed to be located in. Temporary outdoor promotional/sales event for a commercial business may be allowed by conditional use permit.

(7) In authorizing an application for a temporary use of land permit, the Planning Director shall include as conditions of approval the following minimum provisions:

(a) The use will be limited to the dates and times (or period of time), nature and extent prescribed by the Planning Director.

(b) All works including building, electrical, and plumbing will conform to all requirements of applicable codes and regulations:

(c) Provisions for fire protection and fire vehicle access will be made as prescribed by the Fire Chief:

(d) Signage will be limited to that approved by the Planning Director;

(e) The site will be continuously maintained free of weeds, litter and debris:

(f) Within three days after removal of the temporary use the site will be completely cleaned: all trash debris signs and sign supports, and temporary electrical service and other equipment will be removed:

(g) Any additional limitations or conditions as required by the Planning Director as conditions of approval.

(G) Enforcement. Any person or business operating contrary to the provisions of this section shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action thereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal or enjoinment thereof in the manner provided by law, and may take such other steps and may apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from selling products, providing services or operating a lunch wagon, mobile food preparation unit or pushcart contrary to the provisions of this article.

(H) Application fees. Application fees for any permit required by any provision of this section shall be as established by separate City Council Resolution.

§ 10-3.417 ~~ZONING ADMINISTRATOR~~AMENDMENTS TO PREVIOUSLY APPROVED PERMITS

(A) **Applicability.** Any person holding a permit granted under this chapter may request an amendment to that permit. For the purpose of this section, the amendment of a previously approved permit may include amendment of the terms of the permit itself, amendment to project design, or the waiver or alteration of conditions imposed in the granting of the permit.

(B) **Request for Amendment.** An applicant may request an amendment to a permit after the effective date of the permit. An application shall be made on forms provided by the City and shall be accompanied by the applicable fee.

(C) **Review Process.** An amendment to a permit may be granted only when the designated approving authority makes all findings required for the original approval. The designated approving authority for an amendment to a previously approved permit shall be determined as follows:

(1) Minor amendment.

(a) **Applicability.** A minor amendment is a non-substantive change of a previously approved permit, including:

1. Structural additions to non-residential projects of more than 200 square feet and less than 2,500 square feet or 10 percent of existing square footage, whichever is less. Square footage shall be the aggregate of all proposed structures. Successive projects of the same type in the same place over time may be referred to the Major Amendment process, as determined by the Director.

2. Structural additions or alterations to existing residential projects that add no more than four units or 10% of the existing units, whichever is less.

3. Expansion of existing parking lots that add fewer than 25 parking spaces on an existing site.

4. Changes to parking areas or circulation patterns or reduction of the number of parking spaces.

5. Landscape modifications which do not alter the general concept or reduce the effective amount of landscaping.

6. Architectural, exterior material, or color changes which do not alter or conflict with the basic architectural form and theme of an existing building or change the location of windows or doors.

7. Other requests like the above-listed minor amendments, as determined by the Director.

(b) **Review process.** The Director is the designated approval authority for minor amendments. No public hearing shall be required. A written notice of decision shall be issued to the applicant in the same manner as the original permit. Minor amendments to discretionary permits may be appealed.

(2) **Major amendments.** Major amendments to a previously approved permit shall be processed as follows:

(a) **Applicability.** A major amendment is a substantive change of a previously approved permit, including:

1. Structural additions to non-residential projects of equal to or greater than 2,500 square feet or 10 percent of existing square footage, whichever is less. Square footage shall be the aggregate of all proposed structures.

2. Structural additions or alterations to existing residential projects that add more than four units or 10% of the existing units, whichever is less.

3. Expansion of existing parking lots that add 25 parking spaces or more on any existing site.

4. A modification in the approved access to the project site.

5. Changes in the allowed uses established for an approved Planned Development.

6. Expansion of use over 50 percent of square footage.

7. Other requests that cannot be classified as a minor amendment.

(b) Review process. The original approving authority shall be the designated approving authority for major amendments. A major amendment shall be processed in the same manner and subject to the same standards, as either may be updated by these zoning regulations, as the original application. Major amendments of discretionary permits may be appealed as authorized by this chapter for the specific permit type.

(3) Substantial Conformance. The Director may approve minor changes to a previously approved permit at the administrative level if the proposed changes are in substantial conformance with the existing permit and would not require any additional environmental analysis. Such proposed changes shall not significantly affect the design, intensity, or intent of the approved project or reduce any requirement intended to mitigate an environmental effect; alter any public improvement or facility or conditions for which other properties or developments may rely; nor have an adverse effect upon public health, safety, or welfare.

(a) A substantial conformance determination may include:

1. Structural additions to non-residential projects of less than 200 square feet. Square footage shall be the aggregate of all proposed structures.

2. Structural additions or alterations to existing residential projects that add no additional units.

3. Changes to off-street parking and circulation configurations which do not reduce the number of required parking spaces.

4. Landscape modifications which do not reduce the number of trees or reduce the amount of plantings.

5. Architectural or exterior material or color changes which do not change the basic form and theme of an existing building, do not change the location of windows or doors, or conflict with the original approved architectural form and theme of an existing building.

6. Other requests similar to the above-listed changes, as determined by the Director.

7. No notice of decision is required for determinations of substantial conformance.

(D) **Permit Expiration.** Granting of an amendment to a previously approved permit does not extend the permit expiration date. A permit extension must be reviewed and approved by the corresponding approval authority prior to expiration of the previously approved permit.

~~(A) Zoning Administrator created; authority.~~

~~(1) There is hereby created a Zoning Administrator for the city.~~

~~(2) The Zoning Administrator shall be the Community Development Director/City Engineer or his~~

designated appointee.

(3) Any matter considered by the Zoning Administrator shall be subject to such conditions as will assure that the adjustments or modifications thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and Zone District in which subject property is situated, and such other conditions as deemed necessary to carry out the purposes of this section.

(B) Matters considered by Zoning Administrator.

(1) The Zoning Administrator shall have and decide the following matters:

(a) Applications for modifications pursuant to the provisions of this section;

(b) Land use approvals as specified by this section and the provisions of this Code pertaining to the various zoning districts;

(c) Minor modifications of lawfully issued and effective Use Permits when no change in development conditions are necessary, i.e., adequate parking, loading zone and landscaping conditions exist per this chapter;

(d) Appeal from administrative acts of Planning Division personnel where it is alleged by the appellant that there is error in any order, requirement, permit, decision or determination made by an administrative official in the administration or enforcement of this chapter, in which matters the Zoning Administrator shall have the authority.

(2) The Zoning Administrator may grant modifications to certain requirements specified in this chapter to the following extent, if the Zoning Administrator's findings are as provided in this section.

(a) Front and rear yard setback modifications not exceeding five feet.

(b) Side yard setback modifications not exceeding two feet.

(c) Building site coverage modifications not exceeding 10% of the minimum open space requirements specified by the Municipal Code.

(d) Open space modifications not exceeding 10% of the minimum open space requirements specified by the Municipal Code.

(e) Excessive building height adjustments not exceeding two feet.

(3) The Zoning Administrator may grant land use approvals as specified by the provisions of this Code pertaining to various zoning districts.

(C) Appeals from the Zoning Administrator's decision.

(1) The Zoning Administrator shall render the decision in writing on any matter properly presented, within 30 days following the date of application. The granting of any matter when conforming to the provisions of this division (C) is hereby declared to be an administrative function, the authority and responsibility for performing such is imposed upon the Zoning Administrator and the action thereon by the Administrator shall be deemed to be final and conclusive except in the event of appeal that is herein provided.

(2) In case the applicant, or other interested parties are not satisfied with the action of the Zoning Administrator, they may within ten days appeal in writing to the Planning Commission for further action.

(3) The Planning Commission shall consider such appeal at the next regular meeting for which proper notification may be provided in accordance with the provisions of this section.

(4) In case the applicant, or other interested parties are not satisfied with the action of the Planning Commission, they may within ten days, appeal in writing to the City Clerk for further action.

(5) The City Council shall consider such appeal at the next regular meeting for which proper notification may be provided in accordance with the provisions of this section.

(D) Rules and procedures.

(1) The general rules and procedures necessary or convenient for the conduct of business of said Zoning Administrator shall be adopted by the City Council.

(E) Application for and initiation of hearings.

(1) Hearings on minor Use Permit modifications or adjustments shall be initiated in any of the following manners:

~~(a) By verified application of any interested person or persons;~~

~~(b) By resolution of the City Council or Planning Commission requesting the Zoning Administrator to hear the same.~~

~~(2) Hearings on minor Use Permit modifications or adjustments shall be noticed in the following manner:~~

~~(a) Not less than ten days before such public hearing, one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the hearing.~~

~~(b) Direct mailing to the owners and occupants of the property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.~~

~~(c) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.~~

~~(d) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this section.~~

~~(F) Term of permit; expiration.~~

~~(1) The Zoning Administrator may in the granting of any permit modification or adjustment impose upon the permit a term of such period of time as is found to be consistent with the proposed use and necessary to safeguard the public safety, health and welfare.~~

~~(2) The Zoning Administrator may in the granting of any permit modification or adjustment specify the time within which the proposed use must be undertaken and actively and continuously pursued.~~

~~(3) Any permit modification or adjustment shall become null and void at the expiration of the term thereof, or if not undertaken and actively and continuously pursued within the time specified in the permit or within one year if no time be specified therein.~~

~~(G) When Zoning Administrator action is final.~~

~~(1) Upon expiration of the time within which an appeal therefrom may be filed, and no appeal being filed within such time, the decision of the Zoning Administrator shall be deemed final; but if an appeal is filed within such time, the decision of the Zoning Administrator shall be stayed pending determination of the appeal or its withdrawal by the appellant.~~

~~(2) Until the decision of the Zoning Administrator, Planning Commission, or City Council has become final, as herein provided, no permit or license shall be issued for any city dependent upon the granting of adjustment.~~

~~(Ord. 689 C.S., passed 8-5-98)~~

§ 10-3.418 RIGHT TO FARM.

(A) The City Council hereby finds that where nonagricultural land uses extend into agricultural areas or exist side-by-side, agricultural operations often become the subject of nuisance complaints. As a result, some agricultural operations are forced to cease or curtail operations, others are discouraged from making investments in farm improvements, and efficient agricultural production is generally discouraged due to burdensome litigation against farmers.

(B) It is the intent of the city to conserve, protect and encourage the development, improvement and continued viability of its agricultural land and industries for the long-term production of food and other agricultural products, and for the economic well-being of the city's and county's residents. It is also the intent of the city to balance the rights of farmers to produce food and other agricultural products with the rights of non-farmers who own, occupy or use land within or adjacent to agricultural areas. It is the intent of this chapter to reduce the loss to the city's and county's agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance. Nothing in this chapter shall be construed to limit the right of any owner of real property to request that the city

consider a change in the zoning classification of his property in accordance with the procedures set forth in the Municipal Code.

(C) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGRICULTURAL ACTIVITY, OPERATION OR FACILITY, OR APPURTENANCES THERETO. Includes, but is not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of an agricultural commodity, including timber, viticulture, apiculture or horticulture, the raising of livestock, fur-bearing animals, fish or poultry, and dairy practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

(D) Consistent with Cal. Civ. Code § 3482.5 (agricultural activity not a nuisance), no agricultural activity, operation or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and allowed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than one year if it was not a nuisance at the time it began.

(E) This section shall not invalidate any provision contained in the Health and Safety Code, Fish and Game Code, Food and Agricultural Code, or Division 7 (commencing with Section 13000) of the Water Code of the State of California, if the agricultural activity, operation or facility, or appurtenances thereof, constitutes a nuisance, public or private, as specifically defined or described in any such provision.

(F) This section is not to be construed so as to modify or abridge the state law set out in the California Civil Code relative to nuisances, but rather it is only to be utilized in the interpretation, enforcement, and implementation of the provisions of the Municipal Code.

(G) The Planning Director shall cause the following notice to be recorded in the Office of the County Recorder for any prezoning application process under § 10-3.1501 of this code, and may require such notice to be recorded for any subdivision proposed under § 10-2.101 of this code for land within 300 feet of land zoned for agricultural uses or in agricultural operation:

"The undersigned in consideration of the approval of a land use development application by the City of Madera, do hereby covenant and agree with the City of Madera's declared policy to preserve, protect, and encourage development and continued operation of its agricultural lands consistent with California Civil Code Section 3482.5 (agricultural activity not a nuisance). Said policy provides that no agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes in the City or the unincorporated area of the County, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than one (1) year, if it was not a nuisance at the time it began. The term "agricultural activity, operation, or facility, or appurtenance thereof" includes, but is not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity, including timber, viticulture, apiculture, or horticulture, the raising of livestock, fur-bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market. Residents of property in or near agricultural districts should be prepared to accept the inconveniences and discomfort associated with normal farm activities. This covenant shall run with the land and be binding upon all future owners, heirs, successors, and assigns to such property."

(H) The city may cause to be mailed to all property owners of real property within the city with the annual tax bill the following notice: "The City of Madera has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some times be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, said inconveniences and discomforts are hereby deemed not to constitute a nuisance for purposes of the Municipal Code."

(I) If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this chapter which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are declared severable.

~~§~~ 10-3.419 ~~TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES. (REPEALED)~~

~~(Ord. 698 C.S., passed 3-17-99)~~
~~Editor's note:~~

~~§ This section, containing provisions regarding telecommunication towers, antennas and structures, was repealed by Ord. 998 C.S., passed 4-19-23~~(RESERVED).

§ 10-3.420 DESIGN AND DEVELOPMENT GUIDELINES.

The city shall adopt, and amend as needed, by resolution of the Planning Commission, Design and Development Guidelines consistent with the General Plan and the stated purpose of this chapter.

§ 10-3.421 INTERIM AGRICULTURAL.

(A) In all residential, commercial, and industrial zone districts in the city, when various factors combine to make the development of a property infeasible for a period of time anticipated to be in excess of five years, a use permit may be granted by the Planning Commission to allow for agricultural activities on an interim basis, until such time as development consistent with the underlying zone district becomes viable.

(B) INTERIM AGRICULTURE shall be defined as the tilling of the soil for the raising of grains, crops, orchards, horticulture and/or viticulture. Interim agriculture shall not include small livestock farming, dairying and/or animal husbandry, nor any other uses customarily incidental thereto such as slaughter houses, fertilizer yards, or rendering plants.

(C) In order to approve a conditional use permit for interim agricultural activities, the Planning Commission must make the following findings:

(1) The establishment, maintenance, or operation of the interim agricultural use will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.

(2) The interim agricultural use will not be detrimental or injurious to the infrastructure of the city. Interim agriculture shall use techniques to maximize water efficiency and minimize erosion. All grading and/or excavation shall be compatible with the city's Storm Drain Master Plan.

(D) Applications for a conditional use permit for interim agricultural uses of land shall include the following information:

(1) A justification of necessity for interim agricultural use;
(2) A total acreage calculation;
(3) A description of what crops will be grown and what their water usage will be;
(4) A description of irrigation technique(s) to be implemented on the subject property; and
(5) A plan for eventual conversion of the property to its planned use.

(E) The Planning Commission may apply conditions of approval whenever necessary to ensure compatibility with surrounding land uses and compliance with § 10-3.421(C).

(F) Approval of a conditional use permit for interim agricultural uses of land shall be approved for an initial period of no more than five years. Extension of interim agricultural uses after the initial approval period shall require the approval of an application for amendment to the conditional use permit from the Planning Commission. Each approved extension shall not exceed a period of five years.

§ 10-3.422 EMERGENCY SHELTERS

~~§ 10-3.422 STANDARDS.~~

~~—~~In additional to the development standards in the underlying zoning district, the following standards apply to emergency shelters and each emergency shelter shall comply with the standards set forth in this section. In the event of conflict between these standards and the underlying zoning district regulations, the provisions of this section shall apply. Nothing in this section modifies the requirements for approval of a religious facility as otherwise provided in this Code.

(A) Facility compliance with applicable state and local standards and requirements.

(1) Federal, state and local licensing as required for any program incidental to the emergency shelter.

(B) ~~–~~Physical characteristics.

(1) Compliance with applicable state and local uniform housing and building code requirements.

(2) The facility shall have on-site security during all hours when the shelter is open.

(3) Facilities shall provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall reflect away from residential areas and public streets.

(4) Facilities shall provide secure areas for personal property.

(C) Limited number of beds per facility. Emergency shelters shall not exceed 50 beds.

(D) Limited terms of stay. The maximum term of staying at an emergency shelter is six months in a consecutive 12-month period.

(E) Parking. The emergency shelter shall provide on-site parking at a rate of two spaces per facility for staff plus one space per six occupants allowed at the maximum capacity.

(F) Emergency shelter management. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approval by the planning, inspections, and permitting department prior to operation of the emergency shelter. The plan shall include a floor plan that demonstrate compliance with the physical standards of this chapter. The operator of each emergency shelter shall annually submit the management plan to the planning, inspections and permitting department with updated information for review of the required management plan. The City Council may establish a fee by resolution, to cover the administrative cost of review of the required management plan.

§ 10-3.423 SINGLE ROOM OCCUPANCY

Single Room Occupancy (SRO) facilities shall be developed and operated in compliance with the following standards:

(A) Living Unit Standards

(1) **Maximum Occupancy.** Each SRO living unit shall be designed to accommodate a maximum of two (2) persons.

(2) **Unit Floor Area.** An SRO living unit shall have at least one hundred fifty (150) square feet of floor area, excluding closet and bathroom. No individual unit may exceed four hundred (400) square feet.

(3) **Minimum Width.** An SRO of one (1) room shall not be less than twelve (12) feet in width.

(4) **Bathrooms.** SRO units shall have individual bathrooms containing a sink, a toilet, and a shower or bath per Housing and Building Code requirements. Units may have only one (1) sink by the cooking area and may omit the bathroom sink. Each unit shall provide a minimum of one sink within the unit.

(B) Community Facility Standards

(1) **Entrances.** All SRO units shall be independently accessible from a single main entry, excluding emergency and other service support exits.

(2) **Lobby/Meeting Area.** Each SRO facility shall provide ample ground floor entry area that provides a central focus for tenant social interaction and meetings. The lobby/meeting area shall be designed to accommodate at least twenty-five (25) percent of the tenants at one (1) time using an average of fifteen (15) square feet per person and a minimum four hundred (400) square feet for up to fifty (50) SRO units, excluding janitorial storage, laundry facilities, and hallways.

(3) **Ground Floor Use.** Ground floor area next to public rights-of-way shall be dedicated for public use such as lobby/meeting areas or resident-serving commercial uses. No SRO units shall be on the street level adjacent to public rights-of-way. If any SRO units are at ground level, they shall face into a private open area such as an interior courtyard.

(C) **Cooking Facilities.** Cooking facilities shall be provided either in individual units or in a community kitchen. Where cooking is in individual SRO units, SRO units shall have a sink with hot and cold water; a counter with dedicated electrical outlets and a microwave oven or properly engineered cook top unit pursuant to Building Code requirements; a refrigerator; and cabinets for storage. Where cooking facilities are in a community kitchen, the community kitchen shall be a minimum of one hundred fifty (150) square feet and designed to provide a minimum of two (2) linear feet of counter space for fifty (50) percent of the maximum number of tenants.

(D) **Management Plan.** A management plan shall be submitted with the permit application for all SRO projects. At minimum, the management plan shall include the following:

(1) **Security/Safety.** Proposed security and safety features such as lighting, security cameras, defensible space, central access, and user surveillance;

(2) **Management Policies.** Management policies including desk service, visitation rights, occupancy restrictions, and use of cooking appliance;

(3) Rental Procedures.

(4) **Staffing and Services.** Information regarding all support services, such as job referral and social programs;

(5) **Maintenance.** Maintenance provisions, including sidewalk cleaning and litter control, recycling programs, general upkeep, and the use of durable materials; and

(6) Facility Management.

(a) **Ten or More Guests.** The facility shall provide on-site management. The manager shall live on-site however the manager's unit shall not count as one of the 10 guests.

(b) **Less Than ten Guests.** There shall be an on-site manager's office. The office shall be staffed for a minimum of six hours per day between the hours of 7 a.m. and 8 p.m., six days a week. The manager's hours shall be posted in a conspicuous location.

SITE PLAN REVIEW

§ 10-3.4.0101 PURPOSES.

The City Council declares that in order to insure that use and development of property in the city is in conformity with the intent and provisions of the zoning regulations of the city and other applicable provisions of the City Municipal Code and ordinances codified therein, review of proposed site plan developments by the Community Development Director or, as may be applicable, the Planning Commission, is necessary and desirable. More specifically, site plan review is necessary to insure that new, expanded, or changed uses of property are regulated to insure that structures, parking areas, walks, landscaping, street improvements, and other forms of development are properly related to the proposed sites and surrounding sites and structures, to prevent excessive grading of land and creation of drainage hazards, to prevent indiscriminate clearing of property and destruction of trees and shrubs of ornamental value, to avoid unsightly or hazardous site development and to encourage originality in site design and development in a manner which will enhance the physical appearance and attractiveness of the community. ~~The site plan review process is intended to provide for expeditious review of environmental impact assessments as may be required by official policy of the city.~~ The Community Development Director will be responsible for the coordination of the site plan review process with input from city department heads. It is the intent that the site plan review process be implemented with a cooperative spirit between project proponents and the city. Further, it is recognized that the size or nature of a project may necessitate a meeting of the project proponent, affected city department heads, and applicable review agencies to review the proposal. Where such a meeting would aid in the implementation of the process, the Community Development Director shall schedule the meeting and inform the affected parties at the earliest possible time. A project proponent may request such a meeting when it can be shown to benefit the expeditious processing of the project.

§ 10-3.4.0102 APPLICABILITY.

~~—~~The provisions of this subchapter shall apply to all new, expanded, or changed uses of property which involve the construction or placement of new structures or buildings on the site, new uses which necessitate on-site improvements to comply with the provisions of the City Municipal Code, uses subject to a use permit, precise plans, variance, or any other particular zoning permits applicable to the proposed development.

§ 10-3.4.0103 APPLICATION REQUIREMENTS.

~~—~~Site plan review shall be required of all new, expanded, or changed uses of property which involve construction or placement of new structures or building additions on the site or new uses which

necessitate on-site improvements, including uses subject to a use permit, precise plan, or application for variances. Single-family and duplex structures and additions thereto not exceeding two units per parcel in R zones, minor accessory additions and structures and other uses for which administrative approval is authorized under the provisions of the City Municipal Code, provided the structures and uses meet all of the requirements of the City Municipal Code, are specifically exempt from site plan review. However, issuance of a building permit for single-family and duplex structures in residential and planned development zones, including, but not limited to additions which expand or intensify the residential use, such as secondary or second dwelling units, shall be subject to the standard street dedication and improvement requirements specified herein.

§ 10-3.4.0104 DRAWINGS TO BE SUBMITTED.

(A) The applicant shall submit sets of prints to the Planning Division of the Community Development Department as prescribed below. The applicant is encouraged to submit two sets of preliminary site plans for Planning Division review for completeness and accuracy prior to making formal application. For purposes of this chapter, site plan shall mean all plans pertinent to the development as prescribed below including but not limited to site plan, generalized landscape plan, and building elevations. Applicants will be notified of the status of the application at the earliest possible time to facilitate timely processing.

(B) A submittal shall consist of the application form, filing fee, and eight complete sets of plans. Two additional sets of plans are required for projects which require review by the Planning Commission. A complete application shall consist of plans with all information required in this section, a completed application form and the filing fee. Incomplete applications will be returned to the applicant and will not be acted upon.

(C) Plans shall be drawn to scale and shall indicate clearly and with full dimensions, the following information:

(1) Project information.

(a) Project name; street address; Assessor's parcel number;

(b) Name, address, phone number of applicant, property owner, and contact person;

(c) Vicinity map;

(d) North arrow and scale;

(2) Lot or site dimensions;

(3) All existing and proposed buildings and structures, including location, size, lot coverage, height, proposed use;

(4) Location of all existing facilities, including pavement, curbs, gutters, sidewalks, utility lines, and existing street lights and fire hydrants within 100 feet of site;

(5) Yards and space between buildings;

(6) Walls and fences, including location, height, and materials;

(7) Trash receptacles and enclosures, including location, height, and materials;

(8) Off-street parking and off-street loading, including location, dimensions of parking and loading areas, internal circulation pattern, plus a notation of the number of required and proposed spaces, including compact and handicapped parking spaces;

(9) Pedestrian, vehicular, and service ingress and egress to site and structures;

(10) Generalized indication of size, height, and location of all signs;

(11) Location and general nature and hooding devices of on-site lighting;

(12) Street dedications and improvements on adjacent streets and alleys (detailed improvement plans shall be required at the building permit stage);

(13) Proposed on-site fire protection requirements, including stand pipes, hydrants, turnarounds, and the like;

(14) Location and size of landscaping areas with notations on use of mounds, berms, retention walls, and general type of plant materials to be used (a detailed landscape and irrigation plan shall be required at the building permit stage of the project);

(15) General indication of grades, direction of drainage flow, and drainage facilities (a detailed site grading and drainage plan shall be required at the building permit safe of the project);

(16) Elevations of all sides of structure(s), notation of building and roofing materials, building heights;

(17) Such other data pertaining to site development as may be required by the Community Development Director to make the required findings.

§ 10-3.4.0105 REVIEW AND ACTION.

(A) Applications for site plan review which do not require action by the Planning Commission will be processed on a weekly basis. Complete applications received by 10:00 a.m. on Mondays will be processed and acted upon within eight working days. When the Monday is a holiday, submittals received by 10:00 a.m. on the preceding Friday will be processed in the stated time frame. The Community Development Director shall disperse plans to affected city departments and review agencies and coordinate the review process. On the eighth working day the Community Development Director shall notify the applicant in writing of approval, conditional approval, or disapproval of the application. The action of the Community Development Director ~~Director~~ shall be final unless appealed to the Planning Commission. The approved site plan, with any conditions shown thereon, or attached thereto, shall be dated and signed by the Community Development Director~~Director~~, with one copy mailed to the applicant and one copy filed with the Buildings Official.

(B) Applications for which Planning Commission approval is required ~~or for which a negative declaration is mandatory,~~ shall be submitted no later than 10:00 a.m. 29 calendar days prior to a regularly scheduled meeting. Applicants must be present at the Planning Commission meeting unless other arrangements are made. Written notification of the action of the Planning Commission will be mailed to the applicant within three working days following the meeting.

(C) Whenever required by the provisions of this chapter, or whenever deemed advisable by the Planning Commission or Community Development Director, a public hearing shall be held on an application. Public notice procedures shall be as follows:

(1) By one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(2) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(3) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during, the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

~~(4) The public review period for the environmental determination (negative declaration) shall not be less than 21 calendar days (30 days if State Clearinghouse review is required).~~

(~~5~~4) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

(D) While coordination of the review process is the responsibility of the Community Development Director, there may be circumstances, in the interest of expeditious review, where another department head may be requested to contact the project proponent regarding details of the site plan.

§ 10-3.4.0106 APPROVAL DETERMINATIONS.

Before approving a proposed site plan, ~~the Director~~the Community Development Director shall determine that the proposed action is in compliance with all applicable provisions of the City Municipal Code, City General Plan, any applicable specific plans, all rules and regulations applicable to the proposed development, that facilities and improvements, vehicular and pedestrian ingress, egress, and internal circulation, location of structures, services, walls, landscaping, and drainage of the site are so arranged that traffic congestion is avoided, that pedestrian and vehicular safety and welfare are protected, that there will not be adverse effects on surrounding property, that proposed lighting is so arranged as to deflect the light away from adjoining properties or public streets and that adequate provision is made to reduce adverse or potentially adverse environmental impacts to acceptable levels. In making such determination the Community Development Director ~~Director~~ shall establish that approvals are consistent with established legislative policies relating to traffic safety, street dedications, street improvements, and environmental quality. In situations where a project could have adverse impacts on traffic or circulation outside the immediate project area, the Community Development Director ~~Director~~, with input from City Department Heads, may find that additional improvements are required.

§ 10-3.4.0107 CONDITIONS OF APPROVAL.

In approving a site plan, the Community Development Director ~~Director~~ or Planning Commission shall state those conditions of approval necessary to protect the public health, safety, and general welfare. Such conditions may include, but are not limited to, consideration of the following:

(A) Special yards, spaces, and buffers;
(B) Fences and walls;
(C) Surfacing of parking areas and provisions for water drainage subject to city specifications;
(D) Street dedications and improvements, subject to the provisions of § 10-3.4.0108 including service roads or alleys where applicable;
(E) Regulation of points of vehicular ingress and egress;
(F) Regulation of signs, in accordance with the standards prescribed under Chapter 6 of this title;
(G) Maintenance of grounds;
(H) Landscaping and maintenance thereof;
(I) Regulation of noise, vibration, odors, and other similar characteristics;
(J) Measures necessary to eliminate or to effect mitigation to acceptable levels of adverse environmental impacts;
(K) Regulation of time for certain activities to be conducted on the site;
(L) Time period within which the proposed use and/or improvement shall be completed;
(M) A bond, deposit of money, recorded lien secured by deed of trust, or letter of credit for the completion of street improvements and other facilities, or for the removal of such use within a specified period of time, to assure conformance with the intent and purposes set forth in this title;
(N) Periodic formal review of the project.

§ 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS.

Because of changes which may occur in the local neighborhood as the result of development requiring a site plan review and/or issuance of a building permit for single-family and duplex structures and additions not exceeding two units per parcel in residential and planned development zones, including, but not limited to additions which expand or intensify the residential use, such secondary or second dwelling units authorized under the provisions of the municipal code, including but not necessarily limited to increases in vehicular or pedestrian traffic generated by the development, changes in drainage conditions, utility service requirements, and other impacts that are determined by the Community Development Director ~~Director~~ to be the result of the project under consideration, the following dedications and

improvements may be deemed necessary by the Community Development Director ~~Director~~ and may be required as a condition to the approval of any site plan and the issuance of any building permit for any building projects subject to site plan review and/or issuance of a building permit for single-family and duplex structures and additions not exceeding two units per parcel in residential and planned development zones, including, but not limited to additions which expand or intensify the residential use, such as secondary or second dwelling units authorized under the provisions of the municipal code.

(A) No building permit shall be issued for any building or structure to be erected, altered, expanded, or enlarged on any lot to the extent that the cost of such work exceeds 50% of the estimated current cost as determined by the Community Development Director ~~Director~~ to replace the present building or structure in kind, unless half of any right-of-way contiguous thereto has been dedicated and improvements to city standard specifications thereon have been provided for as provided in subsection § 10-3.4.0108(D) below.

(B) Plan lines.

(1) Right-of-way dedications shall be made of all land necessary to widen an existing street or alley or create a new street made necessary by a development and shall be granted in accordance with adopted general, specific, or precise plans, plan lines, and the city's standard specifications for rights- of-way. If a conflict exists among plans, the adopted specific plan or plan line shall take precedence.

(2) In the event official plan lines have not been established, the Community Development Director ~~Director~~ shall determine all street widths for dedication to protect the public interest, safety, and general welfare, provided, however, the applicant for the permit may appeal the determination of the Community Development Director ~~Director~~ in the manner provided in this subchapter.

(C) Improvements.

(1) Street and alley right-of-way improvements adjacent to, or traversing, a development shall be improved to city standards including but not limited to pavement, curb, gutter, parkstrip, street trees and landscaping, sidewalk, street lights, fire hydrants, street signs, water, sewer, storm drainage and other utility lines and related appurtenances, driveway approaches, and handicap ramps. Such improvements are required on the principle that they are necessary because of the traffic, utility and other demands generated by the proposed development and the orderly development of the area.

(2) Where it is found to be essential to the accommodation of storm drainage runoff and/or traffic generated by the project, improvement of all or part of rights-of-way abutting adjacent properties may be required in conjunction with the subject project with reimbursement provisions incorporated in conditions imposed.

(D) Improvement criteria.

(1) Projects which abut on an existing or new street where development is anticipated to occur on both sides of the street shall be required to provide all improvements for a ½ right-of-way width on the project's respective frontages. In the event that it is found by the Community Development Director ~~Director~~ or Planning Commission that the standard improvements do not provide sufficient pavement width for two travel lanes and a parking lane, the review body may require additional pavement width or posting for no on-street parking. This determination shall be based on the adequacy of on-site parking and adjacent land uses both existing and planned.

(2) Projects which encompass an existing or new street shall be required to provide all right- of-way improvements.

(3) Projects abutting a frontage street shall be required to provide all right-of-way improvements provided that some adjustment from standard improvements may be permitted when such improvements will compliment the overall development of the area and provide for safe vehicular and pedestrian circulation. Where median or parkstrips are required, the property owner shall be responsible for the maintenance thereof subject to provisions of a maintenance agreement.

(4) Projects which abut upon or encompass major arterial streets shall be required to provide pavement improvements equivalent to a collector street as specified in subsections § 10-3.4.0108(D)(1), (D)(2), and (D)(3) above.

(5) Projects which abut upon or encompass an alley shall be required to provide all alley improvements to full width adjacent to the project site.

(E) All improvements shall be constructed to city standards existing at the time of the approval of the development plan and shall be installed at the time of the proposed development based upon improvement plans approved and encroachments permits obtained in connection with the issuance of a building permit. Where it is determined by the Community Development Director ~~Director~~ that it is impractical to put in any or all improvements at the time of the development, an agreement to defer such improvements may be entered into in lieu thereof where it is found that the improvements are not immediately essential to the circulation pattern of the area, safe movement of vehicular and pedestrian traffic, drainage area runoff or other factors. When the deferral is granted the applicant shall enter into an agreement with the city which shall become a matter of record in a form approved by the City Attorney and which agreement shall constitute a lien on the property for the cost of the improvements. A deposit in the form of cash or letter of credit or performance bond in an amount equal to 100% of the estimated cost of improvements, as determined by the City Engineer may be required as a guarantee to the making of such improvements when necessary.

§ 10-3.4.0109 REIMBURSEMENT PROVISIONS.

(A) Each developer of property has the responsibility for improvement of not less than ½ of the right-of-way including city utility lines that abut a parcel. In the event the development necessitates extension of service lines or other right-of-way improvements beyond those immediately abutting the developing parcel, the cost of such improvements shall be reimbursable at the time of development of benefitting parcels which abut such improvements. An agreement for reimbursement must have been entered into with the city prior to occupancy of the structure(s) or use of the property unless written exception is given by the City Engineer.

(B) Property owners whose properties benefit from extension of city utility lines and other right-of-way improvements by other developers will be required to reimburse the cost of the improvements that have been installed along their right-of-way frontages at time of development of their property as determined by the City Engineer.

§ 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES.

(A) A site plan approved pursuant to the provisions of this chapter shall be considered in relation to requirements of city policy governing the preparation of environmental impact assessments. It is the intent of this subchapter that an Environmental Impact Assessment (EIA) be made concurrently with, and as part of, the site plan review process, and that a site plan may be approved with conditions that will permit the applicable review body to find that the proposed project will not have a significant effect on the environment and that a negative declaration should be prepared.

(B) Where it is determined that an Environmental Impact Report (EIR), if required by law, is required for a proposed project, action on a proposed site plan shall be deferred until such time as the EIR has been prepared and reviewed pursuant to provisions of the city's guidelines and state law. The Planning Commission and City Council shall, at the completion of the EIR review, attach such conditions to the approval of the site plan as in their judgment will mitigate or reduce to acceptable levels any of the environmental impacts identified during review of the EIR. The Planning Commission or City Council may deny a plan if it is found that such mitigation or reduction of environmental impacts is not feasible.

§ 10-3.4.0111 ~~REVISIONS~~ AMENDMENT OF APPROVED PLANS.

An applicant may request an amendment to an approved Site Plan Review after the final written decision is issued and the permit becomes effective. Amendments to an approved Site Plan Review shall be processed in accordance with section 10-3.417 (Amendments to Previously Approved Permits)
~~Revisions by the applicant of an approved plan shall be presented to the Director in the manner required for drawings first submitted. Resubmittals shall be accompanied by the prescribed filing fee unless the revisions are determined by the Director to be of a minor nature.~~
~~('61 Code, § 10-3.4.0111) (Ord. 507 C.S., passed 10-19-88)~~

§ 10-3.4.0112 ACKNOWLEDGMENT AND ACCEPTANCE OF CONDITIONS.

Upon receipt of the approved copy of a site plan and prior to applications for a building permit, the applicant/owner shall execute an acknowledgment and acceptance of the terms and conditions of the site plan and an agreement with the city certifying such acceptance and agreement to be bound thereby.

§ 10-3.4.0113 BUILDING PERMIT.

In addition to such other matters required by law, applications for a building permit shall include three sets of plans including building, site, landscaping, irrigation, right-of-way improvements, grading, and drainage, as applicable, along with other information as may be required by the Building Official. Plans must reflect the conditions of site plan approval. Before a building permit shall be issued for any building, structure, or sign proposed as part of an approved site plan, the Community Development Director ~~Director~~ shall determine that the proposed building location, facilities, and improvements are in conformity with the approved site plan and all required dedications and agreements have been recorded.

§ 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL.

A site plan approval shall be void one year following the date on which approval by the Community Development Director, Planning Commission, or City Council became effective unless, prior to the expiration of one year, a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion of the site or structures which were the subject of the site plan. Approval may be extended for one year periods of time, upon written application to the Community Development Director ~~Director~~ before expiration of the approval.

§ 10-3.4.0115. OCCUPANCY.

Before any building, structure, or use that is subject to site plan review may be occupied, both the Building Official (for on-site improvements) and the City Engineer (for off-site improvements) shall have certified that all required improvements have been completed. Under special circumstances of hardship or conditions beyond the control of the applicant/developer, additional time may be granted by the applicable official for completion of required improvements provided that the following provisions are met:

(A) The total time extension does not exceed six months.

(B) The site, use, and circulation system, both on and off-site are functional, and the temporary lack of such improvements is not detrimental to the health and safety of occupants, the general public, or the surrounding area.

(C) An agreement is entered into with the city and if deemed necessary, recorded.

(D) The agreement is secured by either cash deposited with the city, cash deposited in irrevocable escrow approved by the City Attorney, or other financial security approved by the City Attorney as the

equivalent thereof. Such security shall be in the amount of 100% of the estimated cost of completion as determined by the Building Official in the case of on-site improvements and the City Engineer in the case of off-site improvements. In the event such work is not completed within the period provided, the city shall be authorized to take all necessary action to enforce the agreement, including the use of the security to cause the completion of all required improvements. Monies deposited with the city or in escrow may be partially released to the depositor by the Building Official in the case of on-site improvements and the City Engineer in the case of off-site improvements during the progress of the work, so long as the same ratio of security is maintained on the deposit to secure all uncompleted work.

§ 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION.

(A) Within ten calendar days following the date of a decision by the Community Development Director, the decision may be appealed in writing to the Planning Commission by the applicant or any other interested party. Such an appeal shall be filed with the Community Development Director ~~Director~~ and shall state specifically wherein it is claimed that there was an error or abuse of discretion by the Community Development Director ~~Director~~ or wherein the decision is not supported by evidence in the record. Appeals shall be accompanied by an appeal fee as prescribed by Resolution of the City Council. The appeal fee shall be refunded if the appeal is granted by the Planning Commission. Additional copies of the plans may be required by the Community Development Director ~~Director~~.

(B) The Community Development Director shall give notice to the applicant and to the appellant (if the appellant is not the applicant) of the date, time, and place the appeal will be considered by the Planning Commission.

(C) The Planning Commission shall hear the appeal at its next regular meeting to be held not earlier than 14 calendar days after the filing of the appeal. The Commission may affirm, modify, or reverse a decision of the Community Development Director ~~Director~~, provided that if the decision is modified or reversed, the Commission shall, on the basis of the record and such additional evidence as may be submitted, make the applicable findings prerequisite to the approval of a site plan as prescribed in § 10-3.4.0106 of this subchapter. The decision of the Commission shall be final unless appealed to the City Council.

§ 10-3.4.0117 APPEAL TO THE CITY COUNCIL.

(A) Within ten calendar days following the date of a decision of the Planning Commission on a site plan application, the decision may be appealed to the City Council by the applicant or any other interested party. Such an appeal shall be filed with the City Clerk and shall state specifically wherein it is claimed that there was an error or abuse of discretion by the Commission or wherein its decision is not supported by evidence in the record and shall be accompanied by the appeal fee as prescribed by Resolution of the City Council.

(B) Within five days of the filing of an appeal, the Community Development Director ~~Director~~ shall transmit to the City Clerk the drawings of the site plan and all other data filed therewith, the findings of the Planning Commission, and its decision on the application for review and action. The Community Development Director ~~Director~~ may require submittal of additional copies of the plans by the applicant.

(C) The City Clerk shall give notice to the applicant and to the appellant (if the applicant is not the appellant) of the time, date, and place when the appeal will be considered by the City Council.

(D The City Council shall hear the appeal and consider the matter de novo based on the requirements for a site plan prescribed in § 10-3.4.0106 of this subchapter~~) The City Council shall hear the appeal at its next regular meeting held not less than seven calendar days after the filing of the appeal. The City Council may affirm, reverse, or modify a decision of the Planning Commission, provided that if a decision is modified or reversed, the City Council shall, on the basis of the record transmitted and such~~

~~additional evidence as may be submitted, make the applicable findings prerequisite to the approval of a site plan as prescribed in § 10-3.4.0106 of this subchapter~~.

(E) The decision of the City Council on the site plan shall become effective immediately and shall be final~~A site plan which has been the subject of an appeal to the City Council shall become effective immediately following the date on which the site plan is affirmed or modified by the City Council~~.

PLANNED DEVELOPMENT ZONES

§ 10-3-4.101 P-D ZONES.

(A) The purpose of the P-D zones is to authorize and regulate density of condominiums, cooperatives, planned developments, and other residential subdivisions. The district is intended to allow use of special design criteria for maximum utility of the site and to allow maximum design flexibility within the density limitations provided in § 10-3-4.102 of the subchapter.

(B) Special residential developments such as clustering and density transfers are encouraged, and variations from normal zoning standards may be considered, such as zero side yard and common wall developments. Through the Planned Development process, special residential design standards may be established which regulate the subdivision rather than the typical residential standards of the Municipal Code.

(C) All developments in P-D zones are subject to the provisions of Chapters 2 and 3 of Title 10 of the City Municipal Code. As such, any subdivision in the P-D zone requiring public maintenance shall also be subject to the City's Standard Specifications, with modifications to be approved only by action of the City Council.

§ 10-3-4.102 DENSITY.

The maximum density shall be determined by a sub-designation permitting one residential unit per square footage of site area exclusive of streets and public and private rights-of-way as determined by the Planning Director as follows:

Density
Density
P-D (1500)
One unit for each 1,500 square feet of site area.
P-D (2000)
One unit for each 2,000 square feet of site area.
P-D (3000)
One unit for each 3,000 square feet of site area.
P-D (4500)
One unit for each 4,500 square feet of site area.
P-D (6000)
One unit for each 6,000 square feet of site area.
P-D (8000)
One unit for each 8,000 square feet of site area.
P-D(12000)
One unit for each 12,000 square feet of site area.

§ 10-3-4.103 PLANNING COMMISSION APPROVAL.

(A) No construction, grading, or new development activity shall commence in any P-D Zone prior to the approval of a precise plan of the development by the Planning Commission. The precise plan shall be processed under the provisions for use permits as set forth in MMC § 10-3.13.

(B) Any precise plan approved in conjunction with a residential subdivision shall remain valid only while the approved tentative map remains valid. Once the subdivision map is recorded, the precise plan shall remain valid until such time that it is amended or repealed.

(C) All other precise plans approved by the Planning Commission as provided herein shall be utilized within 12 months after the effective date of its approval. Failure to utilize such approval within such 12-month period shall render the permit null and void unless a written request for extension is submitted to the Planning Commission prior to the expiration of the permit. The Planning Commission shall review the request, and may grant or conditionally grant an extension as it deems appropriate.

§ 10-3-4.104 PRECISE PLAN APPLICATION.

A precise plan application for development in a P-D district shall include:

(A) A boundary map and complete legal description of the property.

(B) The gross land area of the development and the location of all existing easements, structures, and improvements on the property.

(C) A plot plan showing to scale the following details:

(1) Location and use proposed for each existing and proposed structure in the development, the number of stories, gross building area, and approximate location of entrances.

(2) All existing and proposed driveway approaches, driving lanes, parking areas, and loading and service areas.

(3) All pedestrian walks and open areas for the use of the occupants of the proposed development.

(4) A detailed plan for the landscaping of the development including the location and height of all proposed walls, fences, and screen planting and a statement setting forth the method by which they will be preserved and maintained.

(5) The location of hydrants, utilities, drainage facilities, and recreation facilities.

(6) All existing and proposed easements.

(7) Elevations or architectural renderings of the project to indicate architecture and materials of construction.

(D) Such additional data as may be required by the Director of Planning.

§ 10-3-4.105 (RESERVED)

§ 10-3-4.106 OPEN SPACE.

For each residential unit in a planned residential development there shall be provided a minimum 750 square feet of open space exclusive of drives and off-street parking areas.

§ 10-3-4.107 YARD ENCROACHMENTS.

Unless special standards are established through approval of the Precise Plan, the provision of § 10-3.411, Yard Encroachments, shall apply to all residential projects containing single family dwellings on individual lots.

ADMINISTRATIVE PLAN REVIEW

§ 10-3-4.201 PURPOSE

The purpose of this section is to define the procedures for review and approval of permitted uses and associated site development. This section establishes a ministerial review process to facilitate permitted uses considered minor in nature and those uses required to be approved through a ministerial permit process while allowing the City to ensure conformance with all applicable local standards, ordinances, and other applicable plans and policies.

§ 10-3-4.202 APPLICABILITY

An Administrative Plan Review is required prior to establishment of any permitted use indicated as approved under an Administrative Plan Review within the zone districts established in this chapter.

§ 10-3-4.203 APPLICATION REQUIREMENTS

(A) Application Filing and Processing. Applications for a Administrative Plan Review shall be filed and processed in accordance with the applicable procedures:

(1) Applications for Administrative Plan Review must be submitted in writing to the Planning Director along with any applicable fees**.**

§ 10-3-4.204 REVIEW AND ACTION

(A) Applications for a Administrative Plan Review shall be reviewed and approved by the Planning Director. As the approving authority, the Director is authorized to approve, alter, or deny an application for a Administrative Plan Review.

(B) In approving an application for a Administrative Plan Review, the approving authority may impose reasonable and appropriate standards to achieve the purposes of this title, ensure consistency with the goals and policies of the adopted General Plan and any applicable specific plan, and justify making the necessary findings.

§ 10-3-4.205 APPROVAL FINDINGS

Prior to approving an application for a Administrative Plan Review, the Director shall make all the following findings:

(A) The proposed project is consistent with the adopted General Plan and any applicable specific plan.

(B) The proposed project meets all applicable standards for development and provisions of this t~~T~~itle.

§ 10-3-4.206 NOTICE OF DECISION

A written notice of decision on the Administrative Plan Review shall be provided within three business days of the date of decision to the applicant and any interested party having specifically requested such

notices of the specific action in writing. The notice of decision shall include:

(A) The application request as acted upon by the approving authority.

(B) The action taken by the approving authority.

(C) Findings for the permit

§ 10-3-4.207 APPEALS

The Director's decision on Administrative Plan Reviews are not subject to appeal and shall immediately be final.

§ 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS

Approval of an Administrative Plan Review shall be void within two years following the date on which approval by the Planning Director became effective unless, prior to the expiration, a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion of the site or structures which were the subject of the site plan. Approval may be extended for one year periods of time, upon written application to the Director before expiration of the approval.

§ 10-3-4.209 AMENDMENTS

An applicant may request an amendment to an approved Administrative Plan Review after the final written decision is issued and the permit becomes effective. Amendments to an approved Administrative Plan Review shall be processed in accordance with section 10-3.417 (Amendments to Previously Approved Permits)~~ENVIRONMENTAL REVIEW~~
~~§ 10-3-4.301~~

RESIDENTIAL ZONES

§ **10-3.501 R ZONES; PURPOSE AND APPLICATION.**

To provide specific areas in the city where residential developments of varying densities may be developed as specified in the land use element of the General Plan. To promote and encourage a suitable living environment; to provide space for community facilities needed to complement urban residential areas and for institutions compatible with a residential environment; to promote the orderly flow of residential traffic and restrict commercial and industrial traffic in residential areas; to provide the opportunity for suitable housing at affordable prices for all segments of the community. The standards contained within this article shall apply except as otherwise explicitly required by State law.

§ **10-3.502 ~~R; PERMITTED USES~~DENSITY.**

The maximum density shall be fixed by a sub-designation as follows:
(A) R(A). One unit for each 12,000 square feet of site area.
(B) R(1). One unit for each 6,000 square feet of site area.

(C) R(2). One unit for each 2,178square feet of site area.
(D) R(3). One unit for each 871 square feet of site area.

§ **10-3.503 ~~R; DENSITY~~PERMITTED USES.**

(A) The following uses shall be permitted in the Residential Zone.
(1) Residential uses together with the accessory buildings customary to such use, including garages, carports, and storage sheds, except that single family dwellings shall not be allowed in the R-3 zone district.
(2) Flower and vegetable gardens, orchards, the raising of tree crops, berry, or bush crops for the purpose of prolongation and culture, including wholesaling crops raised on the premises; provided, no signs, displays, or stands are used in conjunction therewith.
(3) Swimming pools for either individual, family, or communal use on an exclusive non- commercial basis.
~~The maximum density shall be fixed by a sub-designation as follows:~~

~~(A) R(A). One unit for each 12,000 square feet of site area.~~
~~(B) R(1). One unit for each 6,000 square feet of site area.~~
~~(C) R(2). One unit for each 3,000 square feet of site area.~~
~~(D) R(3). One unit for each 1,800 square feet of site area.~~
~~('61 Code, § 10-3.503) (Ord. 380 C.S., passed 9-21-81; Am. Ord. 607 C.S., passed 12-15-93)~~

§ **10-3.504 ~~R; PERMITTED USES;~~USES ALLOWED WITH ADMINISTRATIVE APPROVAL.**

(A) Subject to obtaining ~~an administrative~~an Administrative Plan Review approval thereof, the following uses shall also be permitted:
(1) Enclosed, temporary construction materials storage yards required in connection with the development of a subdivision, and temporary subdivision sales offices and signs and model home display areas.
(2) Accessory dwelling units and junior accessory dwelling units subject to the standards contained in § 10-3.513.

(3) Manufactured housing.
(4) Multiple single family dwelling units on the same R-1 zoned lot subject to the standards contained in § 10-3.512.
(5) One level Duplexes, triplexes, townhomes not exceeding four units, cottage housing not exceeding four units, fourplexes, and sixplexes.
(6) Stacked duplexes (4 units), stacked triplexes (6 units), stacked townhomes not exceeding 8 units, and stacked fourplexes (8 units).
(7) Home occupations.
(8) Foster homes, rehabilitation facilities, day care centers, and other related facilities which provide housing for six or fewer unrelated persons.
(9) Accessory uses and buildings normally incidental to any of the permitted or conditionally permitted uses. This provision shall not be construed as permitting any commercial use or occupation other than those specifically listed.
(10) Supportive Housing.
(11) Transitional Housing.
(12) Mobile homes.

~~§ 10-3.504.1 R; USES ALLOWED WITH ZONING ADMINISTRATOR'S PERMIT.~~

~~(A) The following uses shall be permitted subject to the approval by the Zoning Administrator:~~
~~(1) Accessory dwelling units and junior accessory dwelling units subject to the standards contained in § 10-3.513.~~
~~(2) Manufactured housing.~~
~~(3) Home occupations (appealed).~~
~~(4) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.~~
~~(B) Other approvals as per Zoning Administrative Code Section.~~
~~(Ord. 690 C.S., passed 8-5-98; Am. Ord. 949 C.S., passed 12-6-17)~~

§ **10-3.505 ~~R;~~ CONDITIONAL USES; COMMISSION APPROVAL.**

(A) The following uses are allowed subject to obtaining approval of a Use Permit from the Planning Commission:

(1) Private non-profit schools and colleges; churches, parsonages, and other religious institutions.

(2) Foster homes, rehabilitation facilities, and other related facilities which provide housing for more than six unrelated persons.

(3) Private clubs and lodges.

(4) On-site parking for commercial vehicles exceeding two-ton capacity.~~;~~

~~(5) Multiple single family dwelling units on the same R-1 zoned lot subject to the standards contained in § 10-3.512.~~

(5~~6~~) Large family day care homes as defined in and subject to the standards contained in § 10-3.1312.

(B) The following uses are permitted only in the R-3 zone and are subject to first securing a use permit in each case:

(1) Hotels, motels, rooming or boarding houses, bungalow courts, and dwelling groups.

(2) Professional offices.

(3) Community centers, social halls, lodges, clubs, cemeteries, and their appurtenant uses.

(4) Rest homes and convalescent hospitals.

§ **10-3.506 ~~R;~~ FENCES, WALLS, AND HEDGES.**

Fences, walls, and continuous hedges will be limited as follows:

(A) A maximum height of six (6') feet in any rear or interior side yard exclusive of the front setback area.

(B) A maximum height of three (3') feet in any front or street side yard setback area, except that, subject to the approval of the Community Development Director/City Engineer, a six (6') foot fence may be erected on the street side yard property line of any fifty (50') foot wide corner lot located in the R. Residential Zone, which is situated adjacent to an eighty (80') foot City right-of-way designated as a Local Street on the General Plan. These approvals shall take into consideration site distance requirements adjacent to alleys and where driveways cross the street side yard property line.

(C) A maximum height of six (6') feet to within ten (10') feet of any exterior side property line, exclusive of the front setback. The Community Development Director/City Engineer may grant approval of an encroachment permit for construction of a fence higher than three (3') feet within the required street side yard setback area subject to the following standards:

(1) The maximum height shall not exceed six (6') feet in any street side yard area to within twenty-five (25) feet of the front property line, or projection thereof.

(2) No encroachment permit shall be approved for corner lots with an alley along the rear property line (ten (10') foot setback required).

(3) No encroachment permit shall be approved for corner lots adjacent to a street along the rear property line (ten (10') foot setback required).

(4) Encroachment permits shall take into account sight distance requirements in reverse corner lot situations, where driveway approaches on adjacent lots may be near the rear property line.

(5) Fences along a residential access street (fifty (50') foot right-of-way) shall be set back a minimum of five (5') feet from the exterior side property line.

(6) Design criteria for fences constructed along street side yard property lines shall be as follows (not applicable for fences constructed in accordance with building setback standards except as required in § 10-3.506(C)(5)(d)):

(a) All fences shall be masonry, wrought iron, solid wood, or a combination thereof.

(b) Wood shall be of cedar quality or better and all wood surfaces are to be treated with waterproofing. All posts shall be set in concrete.

(c) Unless the standard setback of ten (10') feet is utilized, all fences along collector streets shall be masonry.

(d) All fences constructed along arterial streets, regardless of setbacks, shall be masonry.

(e) Fence construction along any rear property line adjacent to a Collector or Arterial Street shall be masonry.

(f) Construction of fencing along all designated Collector and Arterial Streets is mandatory. Installation shall be required in conjunction with building permits issued for adjoining lots, and completion required prior to the granting of final occupancy on the permit.

(g) The design criteria for construction of fences along Collector and Arterial Streets shall not apply to any subdivision recorded prior to December 18, 1991, the effective date of Ordinance 580 C.S.

(h) The Planning Commission may grant exceptions on a subdivision-wide basis to the masonry wall requirements along Collector and Arterial Streets specified in this section.

(D) The Planning Commission may approve encroachments into the ten foot (10') street side yard setback not authorized by the Community Development Director/City Engineer, subject to the provisions of the Building Code and City Standards. The Planning Commission may permit a greater height not to exceed a maximum height of eight feet (8') for that portion of a yard to the rear of the front forty feet (40') upon a determination that a greater height will not be detrimental to the public welfare or to abutting property. The Planning Commission may also require the installation of masonry block walls higher than eight feet (8') for the purpose of mitigating noise impacts in conjunction with new residential development. The requirements shall be established as a condition of approval for Tentative Subdivision Maps in conjunction with an acoustical analysis prepared by a qualified independent consultant.

§ 10-3.507 ~~R;~~ MINIMUM SITE AREA AND DIMENSIONS.

Each lot shall be no less than 80 feet in depth. Each interior lot shall have a minimum width of 50 feet. Each corner lot shall have a minimum width of 60 feet. The width of any lot fronting on a cul-de-sac on the radius of a curve shall be measured at the building setback line. The minimum site area for creation of new lots in a Residential Zone shall be ~~6~~5,000 square feet for interior lots, and 5~~6~~,500 square feet for corner lots.

§ 10-3.508 ~~R;~~ YARD REQUIREMENTS.

Except as provided for in subsection § 10-3.508(E) below, the following yard requirements shall be met:

(A) Front yards. No building shall be constructed nearer than 15 feet to the front property line, however in no case shall garages with doors facing the street or carports be set back less than 20 feet.

(B) Interior side yards. The minimum setback for any required interior side yard shall be not less than five feet provided the Planning Commission may approve encroachment into the five foot setback subject to the provisions of the Building Code.

(C) Exterior side yards. The required exterior side yard shall be not less than ten feet. Garages or carports facing an exterior side yard shall be not less than 20 feet from the property line.

(D) Rear yards. Rear yards shall be provided as follows:

(1) Fifteen feet where windows face the rear property line plus five feet per story for each story over two stories.

(2) Ten feet where no windows face the rear property line.

(3) In R-3 zones, the rear yard need not exceed ten feet except where the rear property line abuts an R or PD zone, in which case subsections § 10-3.508(D)(1) and (2) above shall apply.

(4) Where the rear property line abuts an alley, the setback shall be measured to the centerline of the alley. Parking spaces which utilize the alley for access must be set back seven feet to provide a 27-foot backup distance.

(E) Within multiple family projects of three or more units, the setback for any two-story building or structure from any property line immediately adjacent to an existing or planned single-family dwelling or low density project or any R-1 zone shall be 15 feet. The setback for any three-story structure shall be 25 feet plus five feet for each additional story over three. The Site Plan Review process shall also take the following factors into consideration:

(1) The relationship of second-story windows, doors, exterior stairways, exterior balconies, sun decks, and the like, with the privacy of the adjoining property.

(2) The relationship of building mass with the neighbors use and enjoyment of their yard areas.

(3) The relationship of building mass with the neighbor's accessories such as solar collectors and satellite antennas.

(F) Units on the same lot.

(1) Distances between dwelling units on the same lot shall be as follows:

(a) Units side to side shall be 10 feet.

(b) Units front to back shall be 25 feet.

(c) Units back to back shall be 20 feet.

(d) Units front to side shall be 20 feet.

(2) Exceptions to this setback requirement may be granted through a use permit approved by the Planning Commission.

§ 10-3.509 ~~R;~~ MINIMUM OPEN SPACE.

(A) R; minimum open space.

(1) Minimum useable open space for each individual unit shall be provided for each dwelling unit as follows:

R-Minimum Open Space
R(A)
2,000 square feet
R(1)
1,000 square feet
R(2)
750 square feet
R(3)
500 square feet

(2) To qualify as useable private open space the minimum dimension must be ten feet, provided, however, that balconies can qualify when the minimum dimension is five feet. Required off- street parking areas (spaces and driveways) may not be used in calculating required open space, and only a maximum of 50% of required yard areas under § 10-3.508 (A), (B), (C), and (D) may be used in calculating required open space.

(B) Projects of 50 or more units shall provide one or more amenities as a part of the main recreation area, including, but not limited to, the following: swimming pool, tennis court, putting green, lawn bowling, tot lot, or outdoor cooking facilities or barbecues.

(C) All outdoor common recreational areas, except community gardens, shall be landscaped with lawn, trees, shrubs, or other plant materials and shall be permanently maintained in a neat and orderly manner.

(D) Floor area.

(1) In addition to the minimum open space requirements above, buildings located on a lot in an R-1 Zone shall not exceed a cumulative floor area of 1,400 square feet plus 20% of the site area on which those building are located.

(2) For the purpose of the section, ~~FLOOR AREA~~floor area shall mean the area of all floors and levels enclosed by exterior walls by more than 50% and that part of any upper level separated from the lower level by a floor/ceiling assemble, but shall not include basements, and up to 400 square feet of garage area.

§ 10-3.510 ~~R;~~ BUILDING HEIGHT.

(A) Maximum height of buildings shall be as follows:

R(A), R(1), R(2)	35 feet
R(3)	50 feet
Accessory buildings	15 feet

(B) To conform zoning with General Plan policies a zoning designation a (HL) may be placed on any R designated district indicating a height limitation of 20 feet.

§ 10-3.511 PARKING ON UNPAVED SURFACES PROHIBITED.

(A) No person shall keep, store or park any trailer, boat, motorcycle or motor vehicle on any portion of a front yard or corner lot side yard of a property designed or used as a residence, except on an area that is paved with either asphalt, concrete, gravel or similar substance.

(B) No owner, tenant, manager, or occupant of property designed or used as a residence shall allow or suffer another person to keep, store or park any trailer, boat or motor vehicle on any portion of a front yard or corner lot side yard of a property, except on an area that is paved with either asphalt, concrete, gravel, or similar substance.

(C) Parking upon the lawn area or area intended for landscaping is prohibited.

(D) The first violation of any provision of this section is an infraction and is punishable by a fine not exceeding $75. A second violation within one calendar year of the first shall be punishable by a fine not exceeding $200. A third and each subsequent violation within one calendar year of the first, shall be punishable by a fine not to exceed $500.

§ 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS.

Multiple single family dwelling units on the same R-1 zoned lot may be allowed through approval of a ~~use permit~~Administrative Plan Review subject to the following standards:

(A) All dwelling units shall conform to the parking, height, open space, lot coverage, and setback requirements of the R-1 zone, along with other requirements of the zoning code and other applicable city codes.

~~(B) In addition to the 6,000 square foot minimum site area for the primary residence, an extra 8,000 square feet shall be required for each subsequent single-family residence.~~

~~(C) Multiple single-family dwelling units shall be subject to the additional setback/height restriction of five extra feet of rear and side yard area for each story over one.~~

(~~D~~B) The remaining single-family unit(s) may be for rental purposes, but no unit may be sold separately.

(C~~E~~) The single-family dwelling units shall provide separate, independent living quarters for only one family.

(D~~F~~) Utilities.

(1) All units shall have completely separate utilities, such as sewer, water, gas, and garbage.

(2) All utilities shall be adequate to serve all residential units.

(3) No unit shall be located over underground utilities serving any other unit.

§ 10-3.513 ACCESSORY DWELLING UNITS.

Accessory dwelling units shall comply with the requirements of this section.

(A) ~~(A)~~ For the purposes of this chapter, the following definitions shall apply:

ACCESSORY DWELLING UNIT. An attached or detached dwelling unit that provides complete independent living facilities on ~~the same~~a ~~parcel~~ parcel ~~was a legal single family residence~~ith a proposed or existing primary residence, including permanent provisions for living, sleeping, eating, cooking and sanitation. An accessory dwelling unit may be located within the living space of an existing primary ~~single family~~ residence, may be an efficiency dwelling as defined in § 17958.1 of the Cal. Health and Safety Code, and may be a manufactured home, as defined in § 18007 of the Cal. Health and Safety Code. Accessory dwelling units are not accessory uses as defined in this section.

JUNIOR ACCESSORY DWELLING UNIT. A unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure, ~~and utilizing an existing bedroom,~~ and containing an efficiency kitchen. A JUNIOR ACCESSORY DWELLING UNIT may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(B) ~~(B)~~ Purpose

~~.~~The provisions of this section are intended to set standards, in compliance with Cal. Gov't Code §§ 66310-66342~~65582.1, 65852.2, and 65852.22~~, for the development of accessory dwelling units so as to increase the supply of smaller and affordable housing while ensuring that such housing remains compatible with the existing neighborhood. It is not the intent of this chapter to override lawful use restrictions as set forth in Conditions, Covenants and Restrictions.

(C) ~~(C)~~ Applicability

Any construction, establishment, alteration, enlargement, or modification of an accessory dwelling unit shall comply with the requirements of this chapter and the City's Building and Fire Codes. For purposes of this chapter, accessory dwelling units include detached, attached, conversion, and junior accessory dwelling units.

(D) General ~~requirements. An accessory dwelling unit~~Development and Operational Standards:

The following standards shall apply to detached accessory dwelling units, attached accessory dwelling units, conversion accessory dwelling units, and junior accessory dwelling units

(1) ~~(1) May be located on any R (Residential) Zone District lot that allows single-family or multifamily dwellings and that contains only one single-family detached dwelling~~Development standards~~;~~

(a) **Foundation.** A permanent foundation shall be required for all accessory dwelling units.

(b) **Passageway.** No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(c) **Access.** Every accessory dwelling unit shall have direct exterior access independent of the exterior access of the primary dwelling.

(d) **Design.** Accessory dwelling units shall be compatible with the architectural style of the primary dwelling. No bare metal, unpainted or unfinished structures are allowed. To determine architectural compatibility, the accessory dwelling unit structure must possess at least three of the following traits in common with the primary dwelling on-site:

1. Wall covering materials.
2. Roofing material.
3. Roofing pitch.
4. Structural eaves.
5. Mass and scale of structure relative to structural height.
6. Window characteristics.
7. Decorative treatments.

(e) **Manufactured and Tiny Homes.** A manufactured home or a structure licensed and registered with the California Department of Motor Vehicles, meeting ANSI 119.2 or 119.5 requirements, is towable by a bumper hitch, frame-towing hitch, or fifth-wheel connection and which is a detached self-contained unit which includes basic functional areas that support normal daily routines such as cooking, sleeping, and toiletry; and is designed and built to look like a conventional building structure may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units in this section.

(f) **Fire Sprinklers.** Fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary dwelling(s). The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing single-family or multifamily dwelling.

(g) **Utility Connection.** All accessory dwelling units shall be connected to public utilities or their equivalent, including water, electric, and sewer services.

1. Except as noted in subsection (g)(ii) below, the City may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

2. No separate connection between the accessory dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the accessory dwelling unit is being constructed in connection with a new single-family dwelling

(2) Occupancy and Conveyance Requirements

(a) **Long-Term Rentals Only.** Rental of the accessory dwelling unit created pursuant to this section shall be for a term longer than 30 days.

(b) **Sale and Conveyance.** An accessory dwelling unit may be sold or conveyed separately from the primary residence to a qualified buyer if all the requirements of Government Code Section 66341 are met.

~~(2) May be located on any PD (Planned Development) Zone District lot wherein a Precise Plan allowing for the construction of accessory dwelling units has been approved. In all cases, the Precise Plan shall provide that only one accessory dwelling unit shall be permitted per parcel;~~

~~(3) Is not subject to the density requirements of the General Plan, but shall otherwise be consistent with the General Plan's principles, goals and policies.~~

~~(4) Shall not be allowed on, or adjacent to, real property that is listed in the California Register of Historic Places.~~

~~(5) Shall not be used for rentals with terms of less than 30 days.~~

~~(6) Shall not be sold separate from the primary residence.~~

~~(D) Permit requirements. An application for an accessory dwelling unit that complies with all applicable requirements of this section shall be approved ministerially.~~

(E) ~~(E)~~ DETACHED ACCESSORY DWELLING UNITS

(1) **Location.** Detached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling. Detached accessory dwelling units may be located in an existing accessory structure.

(2) Maximum Number of Detached Accessory Dwelling Units

(a) When accompanied by a proposed or existing single-family dwelling, the maximum number of detached accessory dwelling units shall be one. The detached accessory dwelling unit may be in addition to an existing or proposed attached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.

(b) Multi-family developments may have one detached accessory dwelling unit for each primary dwelling unit provided within an existing or proposed multifamily development, up to a maximum of eight detached accessory dwelling units. Primary dwelling units within an existing multifamily development shall exclude any unit created as a conversion accessory dwelling unit.

(c) Bonus accessory dwelling units may be allowed for lots zoned for single family residential uses pursuant to the requirements of Section 10-3.513(I).

(3) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) When accompanied by an existing or proposed single-family dwelling, the maximum floor area shall be no more than 1,200 square feet.

(c) When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum square feet may exceed 1,200 square feet to an amount equal to the square footage of the existing accessory structure to be converted.

(4) **Minimum Setbacks.** The minimum side, street side, and rear yard setback shall be 4 feet, except when converting or replacing an existing accessory structure that is less than 4 feet from the side, street side, or rear yard.

(5) **Maximum Height.** The maximum height of detached accessory dwelling units shall be as follows:

(a) For one story detached accessory dwelling units, the maximum height shall be 16 feet. Where the detached accessory dwelling unit is located within one-half mile walking distance of a transit stop or a transit corridor or with an existing or proposed multifamily dwelling of more than one story, the maximum height shall be 18 feet.

(b) For two story detached accessory dwelling units, the maximum height shall be 25 feet.

(c) Height Exceptions.

1. An additional two feet in height shall be allowed to accommodate a roof pitch on an accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

2. When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum height may exceed the limits of Section 10-3.513(E)(5) to an amount equal to the height of the existing accessory structure to be converted.

(6) **Parking.** One parking space shall be required for use by the detached accessory dwelling unit in addition to the minimum parking required for the primary single-family or multifamily dwelling(s). The surface of the parking space shall be improved and may be covered or uncovered. No parking shall be required in any of the following circumstances:

(a) The detached accessory dwelling unit is located within one-half mile walking distance of public transit.

(b) The detached accessory dwelling unit is located within an architecturally and historically significant historic district.

(c) The detached accessory dwelling unit is converting an existing accessory structure.

(d) On-street parking permits are required but not offered to the occupant of the detached accessory dwelling unit.

(e) There is a car share vehicle located within one quarter mile of the detached accessory dwelling unit.

(7) **Development Standards.** Detached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot detached accessory dwelling unit.

(F) ATTACHED ACCESSORY DWELLING UNITS

(1) **Location.** Attached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling.

(2) Maximum Number of Attached Accessory Dwelling Units

(a) When accompanied by a proposed or existing single-family dwelling, the maximum number of attached accessory dwelling units shall be one. The attached accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.

(b) Bonus accessory dwelling units may be allowed for lots zoned for single family residential uses pursuant to the requirements of Section 10-3.513(I).

(3) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) The maximum floor area shall be 50% of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.

(4) **Minimum Setbacks.** The minimum side, street side, and rear yard setback shall be 4 feet, except when converting or replacing an existing accessory structure that is less than 4 feet from the side, street side, or rear yard.

(5) **Maximum Height.** The maximum height of attached accessory dwelling units shall be two stories and 25 feet or the maximum height specified by the base zone district, whichever is lower.

(6) **Parking.** No parking shall be required for the attached accessory dwelling unit.

(7) **Development Standards.** Attached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot attached accessory dwelling unit.

(G) CONVERSION ACCESSORY DWELLING UNITS

(1) **Location.** Conversion accessory dwelling units are permitted within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

~~(1)~~ **Maximum Number of Conversion Accessory Dwelling Units.** The maximum number of conversion accessory dwelling units allowed shall be no more than 25% of the number of existing or proposed multifamily units. However, in no case shall less than one conversion accessory dwelling unit be allowed.

(2) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) The maximum floor area shall be 50% of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.

(3) **Minimum Setbacks**. The minimum side, street side, and rear yard setback shall be 4 feet, except when converting or replacing an existing accessory structure that is less than 4 feet from the side, street side, or rear yard.

(4) **Parking**. No additional parking shall be required.

(H) JUNIOR ACCESSORY DWELLING UNITS

(1) **Location.** Junior accessory dwelling units must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single-family use. A junior accessory dwelling unit must be located within the walls of the primary single-family dwelling, including but not limited to, an attached garage.

(2) Maximum Number of Junior Accessory Dwelling Units

(a) When accompanied by a proposed or existing single-family dwelling, the maximum number of junior accessory dwelling units shall be one. The junior accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed attached accessory dwelling unit.

(b) Bonus accessory dwelling units may be allowed for lots zoned for single family residential uses pursuant to the requirements of Section 10-3.513(I).

(3) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) The maximum floor area shall be 500 square feet.

(4) **Parking.** No parking shall be required for the junior accessory dwelling unit.

(5) **Exterior Access.** Access shall be provided to the junior accessory dwelling unit independent from the primary dwelling.

(6) **Sanitation Facilities.** Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the junior accessory dwelling unit shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the junior accessory dwelling unit.

(7) **Kitchen Features.** An efficiency kitchen shall be provided, including the following minimum features:

(a) A cooktop, refrigerator, and compact sink. A removable hot plate may be considered a cooktop for purposes of this requirement. Appliances shall require no more than a 120-volt electrical connection.

(b) Food preparation counter space of a minimum 24 inches in width and a minimum of one food storage cabinet of a minimum 24 inches in width.

(8) **Occupancy.** Owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(9) **Deed Restriction.** A deed restriction shall be recorded on the property which shall run with the land, and a copy of which shall be provided to the planning department. The deed restriction shall include both of the following:

(a) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family dwelling, including a statement that the deed restriction may be enforced against future purchasers.

(b) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(I) BONUS ACCESSORY DWELLING UNITS

(1) Accessory Dwelling Unit Bonus for Affordable Accessory Dwelling Units.

(a) One additional accessory dwelling unit shall be permitted for every accessory dwelling unit on a lot zoned for single family residential that is set aside as affordable to

very low income and low income households for a period of not less than 10 years, or as affordable to moderate income households for a period of not less than 15 years, guaranteed through a written agreement and a deed of trust securing the agreement, entered into by the applicant and the Director.

1. In no case shall the total number of primary dwelling and accessory dwelling units (including attached, detached, and junior accessory dwelling units) exceed eight on any given lot zoned for single-family residential uses.

2. Very low income shall mean 30 percent to 50 percent of the Area Median Income.

3. Low income shall mean 50 percent to 80 percent of the Area Median Income.

4. Moderate income shall mean 80 percent to 120 percent of the Area Median Income.

(2) Accessory Dwelling Unit Bonus for Accessible Accessory Dwelling Units.

(a) For development utilizing the accessory dwelling unit bonus for affordable accessory dwelling units in accordance with section 10-3.513(I), a maximum of one additional accessible accessory dwelling unit shall be permitted if the development includes:

1. At least two accessory dwelling units are deed restricted in accordance with section 10-3.513(I).

2. The accessible accessory dwelling unit shall comply with the following:

a. Accessibility requirements in Chapter 11A of the California Building Code, including at least one accessible bathroom, one accessible kitchen, and one accessible bedroom; and

b. The accessible accessory dwelling unit shall be located on an accessible route, as defined by the California Building Code.

~~(G)~~(J) APPLICATION AND PROCESSING REQUIREMENTS~~.~~

~~(1) (1) Step one~~ Applications for accessory dwelling units shall be processed in accordance with section 10-3-4.201 et. seq. ~~Application submittal. An application for a Ministerial Review Approval Zoning Administrator Permit to allow for an accessory dwelling unit shall be submitted to the Planning Department concurrent with an application for a building permit. In addition to the standard submittal requirements for a building permit, an application for a Zoning Administrator~~Ministerial Review ~~Permit~~ Approval ~~to allow for an accessory dwelling unit shall include all of the following: (except as noted in subsection (1)(i) below):~~

~~a. (a) Plot plan. A plot plan, drawn to scale, showing the dimensions of the perimeter of the parcel proposed for the accessory dwelling unit; the location and dimensioned setbacks of all existing and proposed structures on the site and structures located within 50 feet of the site; all easements, building envelopes, and special requirements of the subdivision as shown on the Final Map and improvement plans, if any; and average slope calculations for the site.~~

~~b. (b) Floor plan. A floor plan, drawn to scale, showing the dimensions of each room, and the resulting floor area. The use of each room shall be identified, and the size and location of all windows and doors shall be clearly shown.~~

c. (c) Elevations. Architectural elevations of each side of the proposed structure showing all openings, exterior finishes, original and finish grades, stepped footing outline, and roof pitch.

d. (d) Materials and color board. A materials and color board for the existing residence and the proposed second dwelling unit.

e. (e) Cross sections. Building cross sections including structural wall elements, roof, foundation, fireplace and any other sections necessary to illustrate earth-to-wood clearances and floor to ceiling heights.

f. (f) Photographs. Color photographs of the site and adjacent properties, taken from each property line of the site, to show the project site and adjacent sites. Label each photograph and reference to a separate site plan indicating the location and direction of each photograph.

g. (g) Deed restrictions. When required, dDeed restrictions completed, signed and ready for recordation.

h. (h) Fee. A fee corresponding to the fee for a Zoning Administrator PermitMinisterial Review shall be paid at time of submittal.

(i) Applications for accessory dwelling units which do not modify a building's exterior are not required to submit (c), (d), or (f) above.

(2) Step two-Ministerial decision. The Department shall act on the application for Zoning Administrator Permitapproval to allow for an accessory dwelling unit within 120 60 days of submittal of a complete application. The Zoning Administrator Permitapproval shall be issued only if the proposed accessory dwelling unit complies with all applicable standards in this section.

(3) Utility connection fees.

(a) Except as provided in subsection (3)(b), a separate new utility connection and payment of a connection fee or capacity charge pursuant to state law and city fee schedule will be required for any new accessory dwelling unit.

(b) No new or separate utility connection or related connection fee or capacity charge will be required for accessory dwelling units that are internal conversions of existing space within a single family residence or permitted accessory structure constructed as habitable space.

(F) Development standards. A Zoning Administrator Permit to allow for an accessory dwelling unit shall be issued only if the unit complies with the following development standards:

(1) Setbacks.

(a) R (Residential) Zone District. An accessory dwelling unit shall comply with the setback requirements of the applicable residential zoning district for the primary dwelling, except as follows:

1. A new detached single-story accessory dwelling unit shall observe a front setback of 20 feet, a rear setback of five feet, an interior side setback of five feet, and a corner side setback of 15 feet.

2. A new detached two-story accessory dwelling unit shall observe a front setback of 20 feet, a rear setback of 15 feet, an interior side yard setback of five feet for a one-story portion, and ten feet for a two-story portion, and a corner side yard setback of 15 feet.

3. An accessory dwelling unit that is fully contained within the existing space of a single-family residence or within an approved accessory structure and has independent exterior access from the existing residence or structure shall adhere to the setback requirements of the residential zone it is

~~located within.~~

~~4. No portion of an attached or detached accessory dwelling unit shall be closer than ten feet to a primary dwelling on an adjacent lot.~~

~~5. A setback of no less than five feet from the side and rear property lines is required for any accessory dwelling unit. No existing nonconforming structures built within less than five feet of any property line may be converted to an accessory dwelling unit.~~

~~6. A detached accessory dwelling unit shall always be located within 100 feet of the primary dwelling, but never closer to the primary dwelling than permitted by the California Building Code.~~

~~(b) PD (Planned Development) Zone District. An accessory dwelling unit shall comply with the setback requirements as defined within the approved Precise Plan applicable to the primary dwelling.~~

~~*(2) Maximum floor area.*~~

~~*(a) New detached unit. No newly constructed detached accessory dwelling unit may contain floor area in excess of 1,200 square feet.*~~

~~*(b) New attached unit. No newly constructed attached accessory dwelling unit may contain floor area in excess of 50% of the existing residential square footage or 1,200 square feet, whichever is less.*~~

~~*(c) Internal conversion. An accessory dwelling unit created entirely by the internal conversion of an existing single family dwelling shall not occupy more than 45% of the existing floor area of the residence, excluding the garage, nor shall it exceed 1,200 square feet, or a maximum of 1,200 square feet for detached accessory structures.*~~

~~*(3) Height limit. A one-story accessory dwelling unit shall not exceed a maximum height of 16 feet. A two-story accessory dwelling unit shall not exceed a maximum height of 27 feet.*~~

~~*(4) Open space. An accessory dwelling unit shall provide an additional 500 square feet of open space, in addition to the open space requirements of the primary residential dwelling on the parcel.*~~

~~*(5) Architectural compatibility. If visible from a public street, an accessory dwelling unit shall incorporate the same or substantially similar architectural features, building materials and colors as the main dwelling unit and/or compatible dwellings located on adjacent properties.*~~

~~*(6) Privacy. A balcony, window or door of a second story accessory dwelling unit shall be designed to lessen privacy impacts to adjacent properties. Appropriate design techniques may include obscured glazing, window placement above eye level, screening treatments, or locating balconies, windows and doors toward the existing on-site residence.*~~

~~*(7) Existing development. A single-family dwelling must already exist on the lot or shall be constructed on the lot in conjunction with the construction of the accessory dwelling unit.*~~

~~*(8) Number per lot. A maximum of one accessory dwelling unit and one junior accessory dwelling unit shall be permitted on any lot.*~~

~~*(9) Parking. One off-street parking space is required for an accessory dwelling unit, except as set forth below. The off-street parking shall be permitted uncovered, compact, tandem and in setback areas, unless the review authority determines that tandem parking or parking within a setback is not feasible due to specific site or topographical or fire and life safety conditions. No off-street parking shall be required if one or more of the following circumstances exist:*~~

~~*(a) The accessory dwelling unit is 750 square feet or less in area.*~~

~~*(b) The accessory dwelling unit is located within one-half mile of public transit.*~~

~~*(c) The accessory dwelling unit is located within a historic preservation district.*~~

~~*(d) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.*~~

~~*(e) When on-street parking permits are required but not offered to the occupant of an accessory dwelling unit.*~~

~~*(f) When there is a car share vehicle located within one block of the accessory dwelling unit.*~~

~~*(g) To qualify for an exception, the applicant must provide supporting evidence, such as a map illustrating the location of the accessory dwelling unit and its proximity to a public transit stop or car*~~

~~share vehicle or its location within a historic preservation district, or proof of local parking permit requirements.~~

~~(h) If a garage, carport, or covered parking is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking spaces must be provided in any configuration on the lot, including as uncovered, compact, tandem parking and within a setback area.~~

~~(10) Deed restrictions. Prior to occupancy of an accessory dwelling unit, the property owner shall file with the County Recorder a deed restriction containing a reference to the deed under which the property was acquired by the owner and stating that:~~

~~(a) The accessory dwelling unit shall not be sold separately from the single family residence;~~

~~(b) The accessory dwelling unit shall not exceed 1200 square feet and shall comply with the development standards in subsection (E);~~

~~(c) The accessory dwelling unit shall be considered legal only so long as either the primary residence or the accessory dwelling unit is occupied by the owner of record of the property. Such owner-occupancy, however, shall not be required if the property owner is a governmental agency, land trust or non-profit housing organization; and~~

~~(d) The restrictions shall run with the land and be binding upon any successor in ownership of the property. Lack of compliance shall void the approval of the accessory dwelling unit and may result in legal action against the property owner.~~

~~(e) The developer of a subdivision that includes accessory dwelling units shall record the deed restrictions required by this subsection prior to the recordation of the Final Map or Parcel Map. Each lot with an accessory dwelling unit shall remain unoccupied until the property transfers ownership, allowing for compliance with the recorded owner-occupancy restriction.~~

~~(G) Junior accessory unit. The following provisions are intended to set standards, in compliance with Cal. Gov't Code § 65852.22, for the development of junior accessory dwelling units so as to increase the supply of smaller and affordable housing while ensuring that such housing remains compatible with the existing neighborhood. It is not the intent of this section to override lawful use restrictions as set forth in Conditions, Covenants and Restrictions.~~

~~(1) General requirements. A junior accessory dwelling unit:~~

~~(a) May be located on any R (Residential) Zone District lot that allows single-family or multi-family dwellings and that contains only one single-family detached dwelling. Only one junior accessory dwelling unit and one standard accessory dwelling unit shall be permitted per parcel;~~

~~(b) May be located on any PD (Planned Development) Zone District lot wherein a Precise Plan allowing for the construction of junior accessory dwelling units has been approved. In all cases, the Precise Plan shall provide that only one junior accessory dwelling unit shall be permitted per parcel;~~

~~(c) Is not subject to the density requirements of the General Plan, but shall otherwise be consistent with the General Plan's principles, goals and policies.~~

~~(d) Shall not be allowed on, or adjacent to, real property that is listed in the California Register of Historic Places.~~

~~(e) Shall not be used for rentals with terms of less than 30 days.~~

~~(f) Shall not be sold separate from the primary residence.~~

~~(2) Permit requirements. An application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit that complies with all applicable requirements of this section shall be approved ministerially.~~

~~(3) Application and processing requirements.~~

~~(a) Step one-submittal. The application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit shall be submitted to the Planning Department concurrent with an application for a building permit. In addition to the standard submittal requirements for a building permit, an application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit shall include all of the following:~~

~~1. Plot plan. A plot plan, drawn to scale, showing the dimensions of the perimeter of the parcel proposed for the junior accessory dwelling unit; the location and dimensioned setbacks of all~~

~~existing and proposed structures on the site and structures located within 50 feet of the site; all easements, building envelopes, and special requirements of the subdivision as shown on the Final Map and improvement plans, if any; and average slope calculations for the site.~~

~~2. Floor plan. A floor plan, drawn to scale, showing the dimensions of each room, the area devoted to the junior accessory dwelling unit, and the resulting floor areas of the junior accessory dwelling unit and of the primary residence. The use of each room shall be identified, and the size and location of all windows and doors shall be clearly shown. The plan shall identify whether separate or shared sanitation facilities are proposed.~~

~~3. Deed restrictions. Deed restrictions completed, signed and ready for recordation.~~

~~4. Fee. A fee corresponding to the fee for a Zoning Administrator Permit shall be paid at time of submittal.~~

~~(b) Step two-decision. The Department shall act on an application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit within 120 days of submittal of a complete application. A Zoning Administrator Permit to allow for a junior accessory dwelling unit shall be issued only if the proposed junior accessory dwelling unit complies with all applicable standards in this section.~~

~~(c) Utility connection fees. No new or separate utility connection and no connection fee for water, sewer, or power is required for a junior accessory dwelling unit.~~

~~(4) Development standards. A Zoning Administrator Permit to allow for a junior accessory dwelling unit shall be issued only if the unit complies with the following development standards:~~

~~(a) Maximum floor area. The junior accessory dwelling unit shall not exceed 500 square feet in area.~~

~~(b) Existing development. The junior accessory dwelling unit shall be contained entirely within the existing walls of an existing single-family dwelling and shall utilize one of the existing bedrooms.~~

~~(c) Kitchen. The junior accessory dwelling unit must contain an efficiency kitchen with the minimum criteria:~~

~~—~~

~~1. A sink with a maximum waste line diameter of 1.5 inches.~~

~~2. A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.~~

~~3. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.~~

~~(d) Sanitation. Bathroom facilities may be separate from or shared with the single-family dwelling.~~

~~(e) Entrance. The junior accessory dwelling unit shall include an exterior entrance separate from the main entrance to the single-family dwelling, and an interior entry into the main living area. The junior accessory dwelling unit may include a second interior doorway for sound attenuation.~~

~~(f) Parking. Off-street parking shall not be required for junior accessory dwelling units that meet the development standards.~~

~~(5) Deed restrictions. Prior to occupancy of a junior accessory dwelling unit, the property owner shall file with the County Recorder a deed restriction containing a reference to the deed under which the property was acquired by the owner and stating that:~~

~~(a) The junior accessory dwelling unit shall not be sold separately from the single-family residence;~~

~~(b) The junior accessory dwelling unit shall not exceed 500 square feet and shall comply with the development standards in subsection (F);~~

~~(c) The junior accessory dwelling unit shall be considered legal only so long as either the primary residence or the junior accessory dwelling unit is occupied by the owner of record of the property. Such owner-occupancy, however, shall not be required if the property owner is a governmental agency, land trust or non-profit housing organization; and~~

~~*(d) The restrictions shall run with the land and be binding upon any successor in ownership of the property. Lack of compliance shall void the approval of the junior accessory dwelling unit and may result in legal action against the property owner.*~~

~~*(e) The developer of a subdivision that includes junior accessory dwelling units shall record the deed restrictions required by this subsection prior to the recordation of the Final Map or Parcel Map. Each lot with a junior accessory dwelling unit shall remain unoccupied until the property transfers ownership, allowing for compliance with the recorded owner-occupancy restriction.*~~

~~*(Ord. 607 C.S., passed 12-15-93; Am. Ord. 752 C.S., passed 5-21-03; Am. Ord. 949, C.S., passed 12-6-17)*~~

AFFORDABLE HOUSING DENSITY BONUS

§ 10-3-5.101 PURPOSE.

As required by Cal. Gov't Code § 65915-65918, this subchapter offers density bonuses, and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in § 10-3-5.102 below. This chapter is intended to implement the requirements of Cal. Gov't Code § 65915 et seq., and the Housing Element of the General Plan.

§ 10-3-5.102 APPLICABILITY

The provisions of this chapter shall apply to all housing developments, including mixed-use developments, providing a minimum of 5 residential units. If any provision of this chapter conflicts with State Density Bonus Law, the latter shall govern.

§ 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS.

(A) **Eligibility.** Eligibility for density bonus allowances and incentives are determined based on the provision of a minimum number of affordable units within the projects as specified by project type and income level, as specified in Section 10-3-5.104 (Density Bonus Allowances for Housing Developments), Section 10-3-5.105 (Density Bonus Allowances for Target Population Housing), and Section 10-3-5.106 (Density Bonus Allowances for Qualified Land Donations).

(B) **Ineligibility.** An applicant shall be ineligible for density bonus allowances or incentives if the housing development meets any of the following, unless the proposed housing development replaces those units, and also meets either of the criteria specified in Government Code 65915(c)(3)(A):

(1) The housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are located or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low-income or very low-income.

(2) The housing development is subject to any other form of rent or price control through a public entity's valid exercise of its police power.

(3) The housing development is occupied by lower or very low-income households.

~~In order to be eligible for a density bonus and other incentives or concessions as provided by this subchapter, a proposed housing development shall comply with the following requirements and shall satisfy all other applicable provisions of this Zoning Ordinance, except as provided by § 10-3-5.104.~~

~~(A) Resident requirements. A housing development proposed to qualify for a density bonus shall be designed and constructed so that it includes at least any one of the following:~~

~~(1) Ten percent (10%) of the total number of proposed units are for lower income households, as defined in Cal. Health and Safety Code § 50079.5;~~

~~(2) Five percent (5%) of the total number of proposed units are for very low income households, as defined in Cal. Health and Safety Code § 50105;~~

~~(3) The project is a senior citizen housing development as defined in Cal. Civil Code §§ 51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Cal. Civil Code §§ 798.76 or 799.5; or~~

~~(4) Ten percent (10%) of the total dwelling units in a common interest development as defined in Cal. Civil Code § 1351 are for persons and families of moderate income, as defined in Cal. Health and Safety Code § 50093, provided that all units in the development are offered to the public for purchase.~~

~~(B) Applicant selection of basis for bonus. For purposes of calculating the amount of the density bonus in compliance with § 10-3-5.103, below, the applicant who requests a density bonus shall elect whether the bonus shall be awarded on the basis of subsections (A)(1), (2), (3), or (4), above.~~

~~(C) Bonus units shall not qualify a project. A density bonus granted in compliance with § 10-3-5.103, below, shall not be included when determining the number of housing units that is equal to the percentages required by subsection (A), above.~~

~~(D) Minimum project size to qualify for density bonus. The density bonus provided by this subchapter shall be available only to a housing development of five or more dwelling units.~~

~~(E) Condominium conversion projects. A condominium conversion project for which a density bonus is requested shall comply with the eligibility and other requirements specified in Cal. Gov't Code § 65915.5.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.104~~3~~ APPLICATION**

(A) **Application Filing.** When an applicant seeks a density bonus for a housing development that provides at least the minimum number of affordable units required, the affordable housing developer shall comply with all the following:

(1) File an application for a density bonus on a form provided by the City. Such application shall be submitted in conjunction with the project application and shall be processed concurrently with all other applications required for the project.

(2) State in the application the specific minimum affordable housing units, income levels, and/or target populations, as applicable, proposed for the housing development.

(3) If an applicant is requesting an incentive or concession in accordance with Section 10-3-5.107 (Incentives and Concessions), the application shall:

(a) Include a specific written proposal for the requested incentive or concession.

(b) Establish that each requested incentive or concession would result in identifiable, financially sufficient, and actual cost reductions for the qualified housing development.

(4) If the applicant is requesting a waiver or reduction in accordance with Section 10-3-5.108 (Waivers or Reductions of Development Standards), the application shall:

(a) Include a specific written proposal for the requested waiver or reduction.

(b) Demonstrate how the waiver or reduction is necessary for construction of the housing development at the densities or with the concessions or incentives permitted in accordance with this c~~C~~hapter.

(5) If the applicant is requesting a parking standard in accordance with Section 10-3-5.109 (Parking Standard Modifications), the application shall include a specific written statement noting the request.

(B) **Completeness Review.** The City shall review the submitted application for completeness in accordance with Government Code Section 65943. Upon review, the City shall provide the applicant with a determination as to the following matters:

(1) The amount of density bonus for which the applicant is eligible.

(2) Whether the applicant has provided adequate information for the City to make a determination as to the incentives, concessions, or waiver or reduction of development standards, if requested.

(3) The parking ratio for which the applicant is eligible, if requested.

(C) **Meeting with City Upon Request.** An applicant for a density bonus, incentive and concession, waiver or reduction of development standards, or parking standard request pursuant to this c~~C~~hapter may request a meeting with the Community ~~and Economic~~ Development Director, or designee, to review the proposal.

§ 10-3-5.105 DENSITY BONUS ALLOWENCES FOR QUALIFIED HOUSING DEVELOPMENTS

~~ALLOWED DENSITY BONUSES.~~

~~The review authority shall determine the amount of a density bonus allowed in a housing development in compliance with this section. For the purposes of this subchapter, DENSITY BONUS means a density increase over the otherwise maximum allowable residential density under the applicable General Plan Land Use designation and zone as of the date of application by the applicant to the city.~~

~~(A) Density bonus. A housing development that complies with the eligibility requirements specified in § 10-3-5.102(A) above, shall be entitled to density bonuses as follows, unless a lesser percentage is proposed by the applicant.~~

~~(1) Bonus for units for lower income households. A housing development that is eligible for a bonus in compliance with the criteria specified in § 10-3-5.102(A)(1), (10% of units for lower income households) shall be entitled to a density bonus calculated as follows:~~

~~TABLE 103.1 – BONUS FOR LOWER INCOME HOUSEHOLDS~~

~~Percentage of Low-Income Units Proposed~~	~~Percentage of Density Bonus~~
~~Percentage of Low-Income Units Proposed~~	~~Percentage of Density Bonus~~
~~10~~	~~20~~
~~11~~	~~21.5~~
~~12~~	~~23~~
~~13~~	~~24.5~~
~~14~~	~~26~~
~~15~~	~~27.5~~
~~16~~	~~29~~
~~17~~	~~30.5~~
~~18~~	~~32~~
~~19~~	~~33.5~~
~~20~~	~~35~~

(2) Bonus for units for very low-income households. A housing development that is eligible for a bonus in compliance with the criteria specified in § 10-3-5.102(A)(2), 5% of units for very low-income households) shall be entitled to a density bonus calculated as follows:

TABLE 103.2 - BONUS FOR VERY LOW-INCOME HOUSEHOLDS

Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

(3) Bonus for senior citizen development. A housing development that is eligible for a bonus in compliance with the criteria in § 10-3-5.102(A)(3), (senior citizen development or mobile home park) shall be entitled to a density bonus of 20%.

(4) Bonus for moderate income units in common interest development. A housing development that is eligible for a bonus in compliance with the criteria specified in § 10-3-5.102(A)(4), (10% of units in a common interest development for persons and families of moderate income) shall be entitled to a density bonus calculated as follows:

TABLE 103.3 - BONUS FOR MODERATE INCOME HOUSEHOLDS

Percentage of Moderate-Income Units Proposed	Percentage of Density Bonus
Percentage of Moderate-Income Units Proposed	Percentage of Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18

24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

(5) Density bonus for land donation. When an applicant for a tentative map, parcel map, or other residential development approval donates land to the city in compliance with this subsection, the applicant shall be entitled to a density bonus for the entire development as follows; provided, that nothing in this subsection shall be construed to affect the authority of the city to require a developer to donate land as a condition of development.

(a) Basic bonus. The applicant shall be entitled to a 15% increase above the otherwise maximum allowable residential density under the applicable Land Use Plan designation and zone for the entire development, and an additional increase as follows.

TABLE 103.4 – BASIC BONUSES

Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25

~~21~~
~~22~~
~~23~~
~~24~~
~~25~~
~~26~~
~~27~~
~~28~~
~~29~~
~~30~~
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~~27~~
~~28~~
~~29~~
~~30~~
~~31~~
~~32~~
~~33~~
~~34~~
~~35~~

~~**(b) Increased bonus. The increase identified in Table 103.4 above shall be in addition to any increase in density required by subsections (A)(1) through (A)(4), up to a maximum combined mandated density increase of 35% if an applicant seeks both the increase required in compliance with this subsection (A)(5), as well as the bonuses provided by subsections (A)(1) through (A)(4).**~~

~~**(c) Eligibility for increased bonus. An applicant shall be eligible for the increased density bonus provided by this subsection if all of the following conditions are met:**~~

~~**1. The applicant donates and transfers the land no later than the date of approval of the final map, parcel map, or residential development application.**~~

~~**2. The developable acreage and zoning classification of the land being transferred are sufficient to allow construction of units affordable to very low income households in an amount not less than 10% of the number of residential units of the proposed development.**~~

~~**3. The transferred land is at least one acre in size, or of sufficient size to allow development of at least 40 units; has the appropriate Land Use Plan designation; is appropriately zoned for development as affordable housing; and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.**~~

~~**4. No later than the date of approval of the final map, parcel map, or of the residential development, the transferred land shall have all of the permits and approvals, other than Building Permits, necessary for the development of the very low income housing units on the transferred**~~

~~**land, except that the city may subject the proposed development to subsequent design review to the extent authorized by Cal. Gov't Code § 65583.2(i) if the design is not reviewed by the city before the time of transfer.**~~

~~**5. The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with § 10-3-5.107, which shall be recorded on the property at the time of dedication.**~~

~~6. The land is transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to the approved housing developer.~~

~~7. The transferred land shall be within the boundary of the proposed development or, if the city agrees, within one-quarter mile of the boundary of the proposed development.~~

~~(B) Greater or lesser bonuses. The city may choose to grant a density bonus greater than provided by this section for a development that meets the requirements of this section, or grant a proportionately lower density bonus than required by this section for a development that does not fully comply with the requirements of this section.~~

~~(C) Density bonus calculations. The calculation of a density bonus in compliance with this section that results in fractional units shall be rounded up to the next whole number, as required by state law. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels.~~

~~(D) Requirements for amendments or discretionary approval. The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.~~

~~(E) Location of bonus units. The developer may locate density bonus units in the housing project in areas other than where the units for the lower income households are located.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

(A) ~~10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.~~ **Density Bonus Allowance.** Density bonus allowances are determined based on the percent and type of affordable housing units provided within a housing development, as identified in Table 10-3-5.1054-1: Density Bonus Allowance by Affordability. The applicant may also elect to accept a lesser percentage of density bonus.

(B) Calculations.

(1) For the purpose of calculating a density bonus, residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels.

(2) All density calculations resulting in fractional units shall be rounded up to the next whole number.

Table 10-3-5.105-1: Density Bonus Allowance by Affordability

Affordability Level of Units Provided[1]	Percentage of Affordable Units Provided		Density Bonus Allowance[4]		Incremental Increase in Density Bonus Allowance[7]
	Minimum[2]	Maximum[3]	Minimum Density Bonus[5]	Maximum Density Bonus[6]	
Very Low Income	5%	15%	20%	50%	2.50%
Low Income	10%	24%	20%	50%	1.50%

Moderate Income, For-Sale	10%	44%	5%	50%	1%

[1] Income category of affordable housing units provided within the housing development.
[2] Minimum percentage of affordable housing units required within the housing development to qualify for a density bonus.
[3] Maximum percentage of affordable housing units required within the housing development to qualify for the maximum density bonus.
[4] Density bonus allowances are determined based on the percentage and income category of the affordable units provided. Density bonuses are percent increases beyond the maximum residential density allowed.
[5] Minimum density bonus allowance to be provided. The minimum density bonus is provided only once the minimum percentage of affordable housing units is provided within the related income category.
[6] Maximum density bonus allowance to be required. The maximum density bonus is provided only once the maximum percentage of affordable housing units is provided within the related income category.
[7] For every 1 percent increase in the affordable housing units provided within the housing development beyond the minimum percentage of affordable units specified within the applicable income category, the minimum density bonus allowance shall increase by the stated increment to the maximum density bonus allowed.

(C) **Additional Density Bonus Allowance for 100 Percent Affordable Housing.** Notwithstanding the maximum density bonus allowance specified in Table 10-3-5.105-1: Density Bonus Allowance by Affordability, housing developments providing 100 percent affordable housing units at either the very low-income, low-income, or moderate-income category, or any combination thereof, shall be eligible for a density bonus of 80 percent.

(D) Additional Density Bonus Allowance for Provision of Childcare Facilities.

(1) **Eligibility.** Housing developments providing a childcare facility located on the premises, as a part of, or adjacent to the housing development and meeting, or are conditioned to meet, both of the following requirements shall be eligible for an additional density bonus allowance as specified in Section 10-3-5.105(D)(3), Childcare Facility Density Bonus Allowance.

(a) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable units are required to remain affordable pursuant to Government Code Section 65915(c).

(b) Of the children who attend the childcare facility, the children of very low-income households, low-income households, or moderate-income households shall constitute a percentage that is equal to or greater than the percentage of dwelling units that are required under the respective minimum affordable housing component income category for which the density bonus is sought.

(2) **Adequate Facilities.** The City is authorized to not provide a density bonus as provided in this section upon substantial evidence that the community has adequate childcare facilities.

(3) **Childcare Facility Density Bonus Allowance.** A density bonus allowance shall be granted in the amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility. This density bonus allowance is in addition to the density bonus allowance provided under Section 10-3-5.1054(A), Density Bonus Allowance.

(E) Additional Density Bonus Allowance for Mixed-Income Housing.

(1) **Eligibility.** Housing developments providing the following percent and type of affordable housing units are eligible for an additional density bonus allowance as specified in Section 10-3-5.1054(E)(2), Mixed-Income Density Bonus Allowance.

(a) Housing developments providing at least 15 percent affordable housing units at the very low-income category and providing additional affordable units at the income category and percentages specified in Table 10-3-5.1054-2: Mixed-Income Density Bonus Allowance by Affordability.

(b) Housing developments providing at least 24 percent affordable housing units at the low-income category and providing additional affordable units at the income category and percentages specified in Table 10-3-5.1054-2: Mixed-Income Density Bonus Allowance by Affordability.

(c) Housing developments providing at least 44 percent affordable housing units at the moderate-income category and providing additional affordable units at the income category and percentages specified in Table 10-3-5.1045-2: Mixed-Income Density Bonus Allowance by Affordability.

(2) **Additional Mixed-Income Density Bonus Allowance.** Additional density bonus allowances are determined based on the percent and type of additional affordable housing units provided within a housing development, as identified in Table 10-3-5.1054-2: Mixed-Income Density Bonus Allowance by Affordability.

(3) **Maximum on Affordable Units.** No more than 50 percent of the resulting housing development, inclusive of the units awarded through a density bonus, shall be income restricted to the very low-income, low-income, or moderate-income category.

Table 10-3-5.105-2: Mixed-Income Density Bonus Allowance by Affordability

Affordability Level of Additional Units Provided[1]	Percentage of Additional Affordable Units Provided		Density Bonus Allowance[4]		Incremental Increase in Density Bonus Allowance[7]
	Minimum[2]	Maximum[3]	Minimum Density Bonus[5]	Maximum Density Bonus[6]	
Very Low Income	5%	10%	20%	38.75%	3.75%
Moderate Income, For-Sale or For-Rent	5%	15%	20%	50%	2.5%

[1] Income category of affordable housing units provided within the housing development in addition to the percent of affordable housing units provided to qualify for a density bonus allowance in accordance with Section 10-3-5.105(A) (Density Bonus Allowance) ("additional affordable units").

[2] Minimum percentage of additional affordable housing units required within the housing development to qualify for the mixed-income density bonus.

[3] Maximum percentage of additional affordable housing units required within the housing development to qualify for the maximum mixed-income density bonus.

[4] Density bonus allowances are determined based on the percentage and income category of the additional affordable units provided. Density bonuses are percent increases beyond the number of housing units excluding any density bonus awarded by this Chapter.

[5] Minimum density bonus allowance to be provided. The minimum density bonus is provided only once the minimum percentage of additional affordable housing units is provided within the related income category.

[6] Maximum density bonus allowance to be required. The maximum density bonus is provided only once the maximum percentage of additional affordable housing units is provided within the related income category.

[7] For every 1 percent increase in the additional affordable housing units provided within the housing development beyond the minimum percentage of additional affordable units specified within the applicable income category, the minimum density bonus allowance shall increase by the stated increment to the maximum density bonus allowed.

~~(A) Applicant request and city approval.~~

~~(1) An applicant for a density bonus in compliance with this subchapter may submit to the city a proposal for the specific incentives or concessions listed in subsection (C), below, that the applicant requests in compliance with this section, and may request a meeting with the Director. The applicant may file a request either before filing an application for city approval of a proposed project or concurrently with an application for project approval. The review authority shall grant an incentive or concession request that complies with this section unless the review authority makes either of the following findings in writing, based upon substantial evidence:~~

~~(a) The incentive or concession is not required to provide for affordable housing costs, as defined in Cal. Health and Safety Code § 50052.5, or for rents for the targeted units to be set as specified in § 10-3-5.107(B); or~~

~~(b) The incentive or concession would have a specific adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.~~

~~(2) The applicant shall show that a waiver or modification of development standards is necessary to make the housing units economically feasible.~~

~~(B) Number of incentives. The applicant shall receive the following number of incentives or concessions.~~

~~(1) One incentive or concession. One incentive or concession for a project that includes at least 10% of the total units for lower income households, at least 5% for very low income households, or at least 10% for persons and families of moderate income in a common interest development.~~

~~(2) Two incentives or concessions. Two incentives or concessions for a project that includes at least 20% of the total units for lower income households, at least 10% for very low income households, or at least 20% for persons and families of moderate income in a common interest development.~~

~~(3) Three incentives or concessions. Three incentives or concessions for a project that includes at least 30% of the total units for lower income households, at least 15% for very low income households, or at least 30% for persons and families of moderate income in a common interest development.~~

~~(C) Type of incentives. For the purposes of this chapter, concession or incentive means any of the following:~~

~~(1) A reduction in the site development standards of this Zoning Ordinance (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements) (see also § 10-3-5.105), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Cal. Health and Safety Code § 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions;~~

~~(2) Approval of mixed-use land uses not otherwise allowed by this Zoning Ordinance in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;~~

~~(3) Other regulatory incentives proposed by the applicant or the city that will result in identifiable,~~

financially sufficient, and actual cost reductions; and/or

(4) In its sole and absolute discretion, a direct financial contribution granted by the review authority, including writing-down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

(D) Effect of incentive or concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

(Ord. 920 C.S., passed 5-20-15)

10-3-5.1056 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING

Senior Housing. Senior citizen housing developments or mobile home parks that limit residency based on age requirements for housing for older persons pursuant to Civil Code Section 798.76 or 799.5, are eligible for a 20 percent density bonus allowance. The density bonus shall be calculated based on the number of senior housing units provided.

Transitional Foster Youth, Disabled Veterans, or Homeless Persons. Housing developments providing a minimum of 10 percent of units for individuals qualifying as transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), are eligible for a 20 percent density bonus allowance beyond the maximum density allowed. Housing units provided for transitional foster youth, disabled veterans, and homeless persons shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low-income units.

Student Housing. Housing developments providing a minimum of 20 percent of units for lower income students as defined by Government Code Section 65915(b)(1)(F)(I) and meeting all the following criteria shall be eligible for a 35 percent density bonus allowance. The density bonus shall be calculated based on the number of student housing units provided.

The rent provided in the lower income student housing units equals 30 percent of 65 percent of the area median income for a single-room occupancy unit type.

The housing development gives priority to lower income students experiencing homelessness.

For purposes of calculating a density bonus pursuant to this Section, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

(A) Applicability. This section applies to a development that meets the requirements of § 10-3-5.102, above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this section in compliance with § 10-3-5.104, above.

(B) Number of parking spaces required.

(1) At the request of the applicant, the city shall require the following vehicular parking ratios for a project that complies with the requirements of § 10-3-5.102, above, inclusive of handicapped and guest parking.

(a) Zero to one bedroom: One on-site parking space.

(b) Two to three bedrooms: Two on-site parking spaces.

(c) Four and more bedrooms: Two and one half on-site parking spaces.

(2) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.

(C) Location of parking. For purposes of this section, a development may provide on-site parking through uncovered parking, but not through on-street parking.

(Ord. 920 C.S., passed 5-20-15)

10-3-5.106 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS

10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS. (A) Applicant request and city approval.

(1) An applicant for a density bonus in compliance with this subchapter may submit to the city a proposal for the specific incentives or concessions listed in subsection (C), below, that the applicant requests in compliance with this section, and may request a meeting with the Director. The applicant may file a request either before filing an application for city approval of a proposed project or concurrently with an application for project approval. The review authority shall grant an incentive or concession request that complies with this section unless the review authority makes either of the following findings in writing, based upon substantial evidence:

(a) The incentive or concession is not required to provide for affordable housing costs, as defined in Cal. Health and Safety Code § 50052.5, or for rents for the targeted units to be set as specified in § 10-3-5.107(B); or

(b) The incentive or concession would have a specific adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

(2) The applicant shall show that a waiver or modification of development standards is necessary to make the housing units economically feasible.

(B) Number of incentives. The applicant shall receive the following number of incentives or concessions.

(1) One incentive or concession. One incentive or concession for a project that includes at least 10% of the total units for lower income households, at least 5% for very low income households, or at least 10% for persons and families of moderate income in a common interest development.

(2) Two incentives or concessions. Two incentives or concessions for a project that includes at least 20% of the total units for lower income households, at least 10% for very low income households, or at least 20% for persons and families of moderate income in a common interest development.

(3) Three incentives or concessions. Three incentives or concessions for a project that includes at least 30% of the total units for lower income households, at least 15% for very low income households, or at least 30% for persons and families of moderate income in a common interest development.

(C) Type of incentives. For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in the site development standards of this Zoning Ordinance (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements) (see also § 10-3-5.105), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Cal. Health and Safety Code § 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions;

(2) Approval of mixed-use land uses not otherwise allowed by this Zoning Ordinance in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;

(3) Other regulatory incentives proposed by the applicant or the city that will result in identifiable, financially sufficient, and actual cost reductions; and/or

(4) In its sole and absolute discretion, a direct financial contribution granted by the review authority, including writing-down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

(D) Effect of incentive or concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

(Ord. 920 C.S., passed 5-20-15)

§ **10-3-5.105~~5~~6 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING~~PARKING REQUIREMENTS IN DENSITY BONUS PROJECTS.~~**

(A) Senior Housing. Senior citizen housing developments or mobile home parks that limit residency based on age requirements for housing for older persons pursuant to Civil Code Section 798.76 or 799.5, are eligible for a 20 percent density bonus allowance. The density bonus shall be calculated based on the number of senior housing units provided.

(B) Transitional Foster Youth, Disabled Veterans, or Homeless Persons. Housing developments providing a minimum of 10 percent of units for individuals qualifying as transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), are eligible for a 20 percent density bonus allowance beyond the maximum density allowed. Housing units provided for transitional foster youth, disabled veterans, and homeless persons shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low-income units.

(C) Student Housing. Housing developments providing a minimum of 20 percent of units for lower income students as defined by Government Code Section 65915(b)(1)(F)(I) and meeting all the following criteria shall be eligible for a 35 percent density bonus allowance. The density bonus shall be calculated based on the number of student housing units provided.

(1) The rent provided in the lower income student housing units equals 30 percent of 65 percent of the area median income for a single-room occupancy unit type.

(2) The housing development gives priority to lower income students experiencing homelessness.

(3) For purposes of calculating a density bonus pursuant to this section, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

~~(A) Applicability. This section applies to a development that meets the requirements of § 10-3-5.102, above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this section in compliance with § 10-3-5.104, above.~~

~~(B) Number of parking spaces required.~~

~~(1) At the request of the applicant, the city shall require the following vehicular parking ratios for a project that complies with the requirements of § 10-3-5.102, above, inclusive of handicapped and guest parking.~~

~~(a) Zero to one bedroom: One on-site parking space.~~

~~(b) Two to three bedrooms: Two on-site parking spaces.~~

~~(c) Four and more bedrooms: Two and one half on-site parking spaces.~~

~~(2) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.~~

~~(C) Location of parking. For purposes of this section, a development may provide on-site parking through uncovered parking, but not through on-street parking.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.107~~6~~ DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS ~~BONUS AND INCENTIVES FOR DEVELOPMENTS WITH CHILD CARE FACILITIES.~~**

(A) Eligibility. For a density bonus for a qualified land donation to be granted, all the following requirements shall be met.

(1) The applicant is applying for a tentative subdivision map, tentative parcel map, or other residential development approval.

(2) The applicant agrees to donate and transfer qualified land, which is land that meets both the following criteria:

(a) The developable acreage and zoning classification of the land being transferred must be sufficient to permit construction of units affordable to very low-income households in an amount equal to not less than 10 percent of the number of residential units of the proposed development.

(b) The transferred land shall be at least 1 acre in size or of sufficient size to permit development of at least 40 units, have the appropriate General Plan land use designation, be appropriately zoned with development standards for development at a minimum density of 20 dwelling units per acre, in accordance with Government Code Section 65583.2(c)(3), and be or will be served by adequate public facilities and infrastructure.

(3) The qualified land shall be transferred to the City or to a housing developer approved by the City no later than the date of approval of the final subdivision map, parcel map, or residential development application. The City may require the applicant to identify and transfer the land to an approved housing developer.

(4) The qualified land has all of the permits and approvals, other than building permits, necessary for the development of the very low-income affordable housing units on the qualified land, not later than the date of approval of the final subdivision map, parcel map, or residential development application filed. However, the City may subject the proposed development to subsequent design review to the extent authorized by Government Code Section 65583.2(i) if the design is not reviewed by the City prior to the time of transfer.

(5) The qualified land and the affordable units are subject to a deed restriction ensuring continued affordability of the units for 55 years, which must be recorded against the qualified land at the time of the transfer.

(6) The qualified land is within the boundary of the proposed development or, if approved by the City, within one-quarter mile of the boundary of the proposed development.

(7) A proposed source of funding for the very low-income affordable housing units shall be identified no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) Qualified Land Donation Density Bonus Allowance. If all requirements of Section 10-3-5.106(A), Eligibility, are met, the applicant shall be entitled to a density bonus allowance, as specified in Table 10-3-5.106--1: Qualified Land Donation Density Bonus Allowance.

Table 10-3-5.106--1: Qualified Land Donation Density Bonus Allowance

Percent of Units for Very Low-Income	Density Bonus Allowance
10%	15%
11%	16%
12%	17%
13%	18%
14%	19%

Percent of Units for Very Low-Income	Density Bonus Allowance
15%	20%
16%	21%
17%	22%
18%	23%
19%	24%
20%	25%
21%	26%
22%	27%
23%	28%
24%	29%
25%	30%
26%	31%
27%	32%
28%	33%
29%	34%
30% - 100%	35%

~~(A) Housing developments. A housing development that complies with the resident and project size requirements of § 10-3-5.102(A) and (B), above, and also includes as part of that development a child care facility other than a large or small family day care home, that will be located on the site of, as part of, or adjacent to the development, shall be subject to the following additional bonus, incentives, and requirements.~~

~~(1) Additional bonus and incentives. The city shall grant a housing development that includes a child care facility in compliance with this section either of the following:~~

~~(a) An additional density bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or~~

~~(b) An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.~~

~~(2) Requirements to qualify for additional bonus and incentives.~~

~~(a) The city shall require, as a condition of approving the housing development, that:~~

~~1. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable in compliance with § 10-3-5.107, below; and~~

~~2. Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income in compliance with § 10-3-5.102(A), above.~~

~~(b) The city shall not be required to provide a density bonus for a child care facility in compliance with this section if it finds, based upon substantial evidence, that the community has adequate child care facilities.~~

~~(B) Commercial and industrial developments. A developer of a commercial or industrial development project, containing at least 50,000 square feet of floor area, may be granted a density bonus when that developer agrees to set aside at least 2,000 square feet of interior floor area and 3,000 outdoor square footage to be used for a child care facility, other than a large or small family day care home, in compliance with Cal. Gov't Code § 65917.5.~~

~~(1) Allowable density bonuses. The allowable density bonus may be one of the following:~~

~~(a) A maximum of five square feet of floor area for each one square foot of floor area contained in the child care facility located in an existing child care facility; or~~

~~(b) A maximum of ten square feet of floor area for each one square foot of floor area contained in the~~

~~child care facility located in a new child care facility.~~

~~(2) Requirements. Requirements to qualify for the additional density bonus shall include all of the following:~~

~~(a) For purposes of calculating the allowable density bonus under this subsection, both the total area contained within the exterior walls of the child care facility and all outdoor areas devoted to the use of the facility in compliance with applicable state child care licensing requirements shall be considered.~~

~~(b) The child care facility shall be of a sufficient size to comply with all applicable state licensing requirements in order to accommodate at least 40 children.~~

~~(c) This facility may be located either on the project site or may be located off-site as agreed upon by the developer and the city.~~

~~(d) If the child care facility is not located on the site of the development project, the city shall determine whether the location of the child care facility is appropriate and whether it complies with the purpose and intent of this section.~~

~~(e) The granting of a density bonus shall not preclude the city from imposing necessary conditions on the development project or on the additional square footage in compliance with Cal. Gov't Code § 65917.5.~~ ~~(Ord. 920 C.S., passed 5-20-15)~~

10-3-5.108~~7~~ INCENTIVES AND CONCESSIONS~~CONTINUED AVAILABILITY.~~

(A) Qualifications for Incentives and Concessions. An applicant for a density bonus pursuant to this chapter may request incentives or concessions in association with the housing development or land donation qualifying for such density bonus.

(B) Number of Incentives or Concessions. The following number of incentives or concessions may be granted, based on the number and income level of affordable housing units of the housing development.

(1) One incentive for qualified housing development projects that include at least 5 percent of the total units for very low-income households, at least 10 percent for low-income households, or at least 10 percent for persons and families of moderate-income households in a common interest development.

(2) Two incentives for qualified housing development projects that include at least 10 percent of the total units for very low-income households, at least 17 percent for low-income households, or at least 20 percent for persons and families of moderate-income households in a common interest development.

(3) Three incentives for qualified housing development projects that include at least 15 percent of the total units for very low-income households, at least 24 percent for low-income households, or at least 30 percent for persons and families of moderate-income households in a common interest development.

(4) Four incentives for qualified housing developments that include 100 percent of total units, exclusive of a manager's unit or units, for lower income households, except that up to 20 percent of the total units in the development may be for moderate-income households.

(5) Additional incentives or concessions. Projects meeting either of the following criteria shall receive incentives and concessions in addition to the number specified above.

(a) If the project is within 1/2 mile of a major transit stop, the project shall also receive a height increase of up to three additional stories, or 33 feet.

(b) A qualified housing development proposal that includes a childcare facility shall be granted an additional incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

(C) Types of Incentives or Concessions. Incentive or concession means any of the following:

(1) A reduction in site development standards or a modification of development code requirements or design guidelines that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code that would result in identifiable and actual cost reductions to provide for affordable housing costs.

(2) Approval of mixed-use zoning in conjunction with the qualified housing development if commercial, office, industrial, or other land uses will reduce the cost of the qualified housing development and if the commercial, office, industrial, or other land uses are compatible with the qualified housing development and the existing or planned development in the area where the proposed qualified housing development will be located.

(3) Other regulatory incentives proposed by the affordable housing developer or the City that result in identifiable, financially sufficient, and actual cost reductions to provide for affordable housing costs.

(4) Nothing in this section limits or requires the provision of direct financial incentives by the City for the qualified housing development, including the provision of publicly owned land, or the waiver of fees or dedication requirements.

(D) Criteria for Denial of Incentives and Concessions. Except as otherwise provided in this chapter or by State law, the City shall grant the incentive(s) or concession(s) requested unless a written finding, based upon substantial evidence, is made with respect to any of the following, in which case the City may refuse to grant the incentive(s) or concession(s):

(1) The incentive or concession is not required in order to provide affordable housing costs or affordable rents for the affordable units subject to the qualified housing development application.

(2) The incentive or concession would have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health and safety and, if such a specific, adverse impact exists, there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(3) The incentive or concession would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(4) The incentive or concession would be contrary to State or federal law.

~~The units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the following requirements, as required by Cal. Gov't Code § 65915(c). See also § 10-3-5.110.~~

~~(A) Duration of affordability. The applicant shall agree to, and the city shall ensure, the continued availability of the units that qualified the housing development for a density bonus and other incentives and concessions, as follows.~~

~~(1) Low- and very low-income units. The continued affordability of all low- and very low-income qualifying units shall be maintained for 30 years, or a longer time if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or by city policy or ordinance.~~

~~(2) Moderate income units in common interest development. The continued availability of moderate-income units in a common interest development shall be maintained for a minimum of 10 years, or a~~

~~longer time if required by city policy or ordinance.~~

~~(B) Unit cost requirements. The rents and owner-occupied costs charged for the housing units in the development that qualify the project for a density bonus and other incentives and concessions, shall not exceed the following amounts during the period of continued availability required by this section:~~

~~(1) Lower income units. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Cal. Health and Safety Code § 50053; and~~

~~(2) Owner-occupied units. Owner-occupied units shall be available at an affordable housing cost as defined in Cal. Health and Safety Code § 50052.5.~~

~~(C) Occupancy and resale of moderate-income common interest development units. An applicant shall agree to, and the city shall ensure that the initial occupant of moderate income units that are directly related to the receipt of the density bonus in a common interest development as defined in Cal. Civil Code § 1351, are persons and families of moderate income, as defined in Cal. Health and Safety Code § 50093, and that the units are offered at an affordable housing cost, as defined in Cal. Health and Safety Code § 50052.5. The city shall enforce an equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following requirements apply to the equity sharing agreement.~~

~~(1) Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation.~~

~~(2) The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in Cal. Health and Safety Code § 33334.2(e) that promote home ownership. For the purposes of this section:~~

~~(a) The city's initial subsidy shall be equal to the fair market value of the home at the time of initial sale, minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value; and~~

~~(b) The city's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.108~~9~~ WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS ~~LOCATION AND TYPE OF DESIGNATED UNITS.~~**

(A) Qualifications for Waivers or Reductions. An applicant for a density bonus pursuant to this chapter may request a waiver or reduction in development standards in association with the housing development or land donation qualifying for such density bonus.

(B) Effect of Proposal for Waiver or Reduction of Development Standards. A proposal for the waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled to pursuant to Section 10-3-5.107 (Incentives or Concessions).

(C) Findings for Approval of Waiver or Reduction of Development Standards. All of the following findings shall be made to approve the requested waiver or reduction of development standard.

(1) The development standard for which a waiver or reduction is requested will have the effect of physically precluding the construction of the proposed qualified housing development at the densities or with the incentives permitted under this chapter.

(2) The requested waiver or reduction of a development standard will not have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health and safety or, if such a specific, adverse impact exists, there is a feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(3) The requested waiver or reduction of a development standard will not have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(4) The requested waiver or reduction of a development standard is not contrary to State or federal law.

~~(A) Location/dispersal of units. Designated units shall be reasonably dispersed throughout the project where feasible, shall contain on average the same number of bedrooms as the non-designated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finish quality.~~

~~(B) Phasing. If a project is to be phased, the density bonus units shall be phased in the same proportion as the non-density bonus units, or phased in another sequence acceptable to the city.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.11**10~~09~~ **PARKING STANDARD MODIFICATIONS** ~~**DENSITY BONUS AGREEMENT.**~~

(A) Maximum Parking Standard Upon Request. In addition to any incentives or concessions pursuant to Section 10-3-5.107 (Incentives and Concessions) or any waivers or reductions pursuant to Section 10-3-5.108 (Waivers or Reductions), an applicant for a density bonus pursuant to this c~~C~~hapter may request the following maximum parking rates, inclusive of handicap and guest parking, for a qualified housing development or land donation:

(1) Zero to one bedroom: 1 on-site parking space

(2) Two to three bedrooms: 1.5 on-site parking spaces

(3) Four and more bedrooms: 2.5 on-site parking spaces

(B) Exceptions. The maximum parking standards shall be as follows for projects meeting the specified criteria. Such parking standards shall apply, inclusive of handicap and guest parking, to the entire housing development, unless a citywide parking study has been prepared in accordance with Government Code Section 65915(p)(7).

(1) A maximum of 0.5 parking spaces per unit shall apply for projects meeting all the following criteria:

(a) The development includes at least 20 percent low-income units or at least 11 percent very low-income units.

(b) The development is located within 0.5 miles of a major transit stop, as defined in subdivision (b) of Section 21155 of the California Public Resources Code.

(c) There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.

(2) A maximum of 0.5 spaces per bedroom shall apply for projects meeting all the following criteria:

(a) The development includes at least 40 percent moderate-income for-sale units.

(b) The development is located within 0.5 miles of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(c) There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.

(3) No vehicular parking requirement shall be imposed on any projects providing 100 percent affordable units and meeting all applicable criteria as specified in Government Code Section 65915(p)(3).

(C) If the total number of parking spaces required for the qualified housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this Section, "on-site parking" may be provided through tandem parking or uncovered parking, but not through on-street parking.

(D) Except as otherwise provided in this Section, all other provisions of this Title, including the standards of Chapter 10-3.12 (Off-Street Parking Regulations) applicable to residential development, shall apply.

~~(A) Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus agreement (referred to as the "agreement") with the city in the city's standard form of agreement. The applicant shall prepare the draft agreement for submission to the city for review.~~

~~(B) Agreement provisions.~~

~~(1) Project information. The agreement shall include at least the following information about the project:~~

~~(a) The total number of units approved for the housing development, including the number of designated dwelling units;~~

~~(b) A description of the household income group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with the California Department of Housing and Urban Development (HUD) Guidelines;~~

~~(c) The marketing plan for the affordable units;~~

~~(d) The location, unit sizes (square feet), and number of bedrooms of the designated dwelling units;~~

~~(e) Tenure of the use restrictions for designated dwelling units of the time periods required by § 10-3-5.107;~~

~~(f) A schedule for completion and occupancy of the designated dwelling units;~~

~~(g) A description of the additional incentives and concessions being provided by the city;~~

~~(h) A description of the remedies for breach of the agreement by the owners, developers, and/or successors-in-interest of the project; and~~

~~(i) Other provisions to ensure successful implementation and compliance with this chapter.~~

~~(2) Minimum requirements. The agreement shall provide, at minimum, that:~~

~~(a) The developer shall give the city the continuing right-of-first-refusal to lease or purchase any or all of the designated dwelling units at the appraised value;~~

~~(b) The deeds to the designated dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for designated units without the written approval of the city;~~

~~(c) When providing the written approval, the city shall confirm that the price (rent or sale) of the designated dwelling unit is consistent with the limits established for low and very low-income households, as published by HUD;~~

~~(d) The city shall have the authority to enter into other agreements with the developer, or purchasers of the designated dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households;~~

~~(e) Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, specific performance, or withdrawal of the Certificate of Occupancy;~~

~~(f) In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the city's costs of action including legal services; and~~

~~(g) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.~~

~~(3) For-sale housing conditions. In the case of a for-sale housing development, the agreement shall provide for the following conditions governing the initial sale and use of designated dwelling units during the applicable restriction period:~~

~~(a) Designated dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing; and~~

~~(b) The initial purchaser of each designated dwelling unit shall execute an instrument or agreement approved by the city which:~~

~~1. Restricts the sale of the unit in compliance with this chapter, or other applicable city policy or ordinance, during the applicable use restriction period;~~

~~2. Contains provisions as the city may require to ensure continued compliance with this chapter and state law; and~~

~~3. Shall be recorded against the parcel containing the designated dwelling unit.~~

~~(4) Rental housing conditions. In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of designated dwelling units during the applicable restriction period:~~

~~(a) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated dwelling units for qualified tenants;~~

~~(b) Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this chapter;~~

~~(c) Provisions requiring owners to submit an annual report to the city, which includes the name, address, and income of each person occupying the designated dwelling units, and which identifies the bedroom size and monthly rent or cost of each unit; and~~

~~(d) The applicable use restriction period shall comply with the time limits for continued availability in § 10-3-5.107, above.~~

~~(C) Execution of agreement.~~

~~(1) Following approval of the agreement, and execution of the agreement by all parties, the city shall record the completed agreement on the parcels designated for the construction of designated dwelling units, at the County Recorder's Office.~~

~~(2) The approval and recordation shall take place at the same time as the final map or, where a map is not being processed, before issuance of Building Permits for the designated dwelling units.~~

~~(3) The agreement shall be binding on all future owners, developers, and/or successors-in-interest.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ 10-3-5.111~~0~~ AFFORDABLE HOUSING AGREEMENT ~~CONTROL OF RESALE.~~

No density bonus pursuant to this chapter shall be granted unless and until the applicant and the City enters into an affordable housing agreement and, if applicable, an equity sharing agreement, in compliance with Government Code Section 65915(c)(1) or (2), as applicable. The affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the qualified housing development does not include a map, prior to issuance of a building permit for any structure on the site.

~~In order to maintain the availability of for-sale affordable housing units constructed in compliance with this chapter, the following resale conditions shall apply.~~

~~(A) Limits on resale price. The price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the local consumer price index, an amount consistent with the increase in the median income since the date of purchase, or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the city of~~

their intent to sell. The notice shall be provided by certified mail to the Community Development Director, or his or her designee.

(B) Units to be offered to the city. Home ownership affordable units constructed, offered for sale, or sold under the requirements of this section shall be offered to the city or its assignee for a period of at least 90 days from the date of the notice of intent to sell is delivered to the city by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households as determined to be eligible for affordable units by the city in compliance with this section. The seller shall not levy or charge any additional fees nor shall any "finder's fee" or other monetary consideration be allowed other than customary real estate commissions and closing costs.

(C) Declaration of restrictions. The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions provided by the city, stating the restrictions imposed in compliance with this section. The grant deed shall afford the grantor and the city the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions, and prohibitions required by this section.

(D) City to monitor resale of units. The city shall monitor the resale of ownership affordable units. The city or its designee shall have a 90-day option to commence purchase of ownership affordable units after the owner gives notification of intent to sell. Any abuse in the resale provisions shall be referred to the city for appropriate action.

(Ord. 920 C.S., passed 5-20-15)

§ 10-3-5.111 JUDICIAL RELIEF, WAIVER OF STANDARDS.

(A) Judicial relief. As provided by Cal. Gov't Code § 65915(d)(3), the applicant may initiate judicial proceedings if the city refuses to grant a requested density bonus, incentive, or concession.

(B) Waiver of standards preventing the use of bonuses, incentives, or concessions.

(1) As required by Cal. Gov't Code § 65915(e), the city shall not apply a development standard that will have the effect of precluding the construction of a development meeting the criteria of § 10-3-5.102(A), above, at the densities or with the concessions or incentives allowed by this chapter.

(2) An applicant may submit to the city a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum parcel size, side setbacks, and placement of public works improvements.

(3) The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.

(C) City exemption. Notwithstanding the provisions of subsections (A) and (B), above, nothing in this section shall be interpreted to require the city to:

(1) Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have a specific, adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact; or

(2) Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(Ord. 920 C.S., passed 5-20-15)

REASONABLE ACCOMMODATION

§ 10-3-5.201 PURPOSE.

It is the policy of the City, pursuant to the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereafter "fair housing laws"), to provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This chapter establishes a procedure for making requests for reasonable accommodation in land use, zoning, and building regulations, policies, practices, and procedures of the City to comply fully with the intent and purpose of fair housing laws.

~~This purpose of this chapter is to provide a procedure for individuals with disabilities to request reasonable accommodation in seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (hereafter "Acts") in the application of zoning laws and other land use regulations, policies, and procedures.~~

§ 10-3-5.202 APPLICABILITY.

(A) A request for reasonable accommodation may be made by any person with a disability or their representative, when the application of a requirement of this zoning code or other city requirement, policy, or practice acts as a barrier to fair housing opportunities. For the purposes of this chapter, a "person with a disability" is any person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the ~~Acts~~fair housing laws.

(B) A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

(C) A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.

(D) A reasonable accommodation may be granted in compliance with this chapter without the need for the approval of a variance.

§ 10-3-5.203 PROCEDURE.

(A) A request for reasonable accommodation shall be submitted ~~on an application form provided by~~to the Community Development Department or in the form of a letter to the Director of Community Development Department, and shall contain the following information:

(1) The applicant's name, address, and telephone number;

(2) Address of the property for which the request is being made;

(3) The current use of the property;

(4) The basis for the claim that the individual is considered disabled under the Acts, including verification of such claim;

(5) The zoning code provision, regulation, or policy from which reasonable accommodation is being requested; and

(6) Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

(B) If the project for which the request for reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, etc.), then the applicant shall file the information required by subsection (A) of this section for concurrent review with the application for discretionary approval.

(C) A request for reasonable accommodation shall be reviewed by the Director of Community Development Department or his or her designee, if no approval is sought other than the request for reasonable accommodation. The Community Development Director or his or her designee shall make a determination on the application for Reasonable Accommodation within 30 days from receipt of the application. Should additional information, consistent with fair housing laws, be requested from the applicant, the 30-day time period for making a determination on the application shall be suspended until the additional information is provided. If the Community Development Director fails to make a determination within the effective 30 days, the application shall be deemed approved. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.~~written determination within 45 days of the application being deemed complete and either grant, grant with modifications, or deny a request for reasonable accommodation.~~

(D) Written notice of decision shall be provided within three business days of the date of decision to the applicant and interested parties who have requested notices in writing. The notice shall include:

1. The application request as acted upon by the Community Development Director.
2. The action taken by the Community Development Director.
3. Findings as listed for the permit.
4. The deadlines, criteria, and fees for filing an appeal.

(E) A request for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the Planning Commission. The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Planning Commission in compliance with the applicable review procedure for the discretionary review.

§ 10-3-5.204 APPROVAL FINDINGS.

The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

(A) The housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws. ~~Whether the housing in the request will be used by a person with a disability under the Acts;~~

(B) ~~Whether t~~The request for reasonable accommodation is necessary to make specific housing available to a person with a disability protected under the fair housing laws~~under the Acts.~~;

(C) ~~Whether the requested reasonable accommodation would impose an undue financial, administrative or enforcement burden on the city~~The requested accommodation would not impose an undue financial or administrative burden on the City, as "undue financial or administrative burden" is defined in fair housing laws.~~;~~

(D) The requested accommodation will not result in a fundamental alteration in the nature of the City's zoning program, as "fundamental alteration" is defined in fair housing laws and interpretive case law.~~Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning;~~

(E) The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.~~Potential impact on surrounding uses;~~

~~(F) Physical attributes of the property and structures; and~~

~~(G) Other reasonable accommodations that may provide an equivalent level of benefit.~~
~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.205 CONDITIONS OF APPROVAL.**

~~–~~In granting a request for reasonable accommodation, the Director of Community Development Department or his or her designee, or the Planning Commission as the case might be, may impose any conditions of approval in order to achieve the purposes of this title, ensure consistency with the goals and policies of the adopted General Plan, and justify making the necessary findings ~~deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings~~. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site.
(Ord. 920 C.S., passed 5-20-15)

§ **10-3-5.206 APPEALS.**

(A) Any person dissatisfied with any action of the Director of the Community Development Department pertaining to this chapter may appeal to the Planning Commission within ~~ten~~ 30 days ~~after written notice of the Director's decision is sent to the applicant~~from the day of decision. The appeal is taken by filing a written notice of appeal with the Director of Community Development Department and shall specify the reasons for the appeal and the grounds asserted for relief.

(B) Any person dissatisfied with any action of the Planning Commission pertaining to this chapter may appeal to the City Council within ~~ten~~ 30 days after the rendition of the decision of the Planning Commission. The appeal is taken by filing a written notice of appeal with the Director of Community Development Department and shall specify the reasons for the appeal and the grounds asserted for relief.

(C) The City Council shall, by resolution, adopt and from time to time amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed has been paid.

(D) If an appeal is not filed within the time or in the manner prescribed in this section, the right to review of the action against which the complaint is made shall be deemed to have been waived.

(E) After filing an appeal, the appropriate hearing body shall conduct a public hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date and place of hearing shall be given to the appellant, and to any other persons who have filed a written request for notice. Such notices shall be mailed to the appellant and the applicant at least ten days prior to the hearing.

(F) The appropriate hearing body ~~Planning Commission or City Council~~ shall review de novo the entire proceeding or proceedings relating to the decision, and may make any order it deems just and equitable, including the approval of the application. Any hearing may be continued from time to time.

(G) At the conclusion of the hearing, the hearing body shall prepare a written decision which either grants or denies the appeal and contains findings of fact and conclusions. The written decision, including a copy thereof shall be provided to the appellant and the project applicant.

§ 10-3-5.207 AMENDMENTS

Any amendments affecting an approved Reasonable Accommodation shall be handled as a new application.

§ 10-3-5.208 CONSIDERATION FACTORS

(A) Necessity of Accommodation. The City may consider, but is not limited to, the following factors in determining whether the requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling:

(1) Whether the requested accommodation will affirmatively enhance the quality of life of one or more individuals with a disability;

(2) Whether the individual or individuals with a disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;

(3) In the case of a residential care facility, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants; and

(4) In the case of a residential care facility, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide individuals with a disability an equal opportunity to live in a residential setting.

(B) Fundamental Alteration to Zoning Program. The City may consider, but is not limited to, the following factors in determining whether the requested accommodation would require a fundamental alteration in the nature of the City's zoning program:

(1) Whether the requested accommodation would fundamentally alter the character of the neighborhood;

(2) Whether the requested accommodation would result in a substantial increase in traffic or insufficient parking;

(3) Whether the requested accommodation would substantially undermine any express purpose of either the City's general plan or an applicable specific plan; and

(4) In the case of a residential care facility, whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.

RCO; RESOURCE CONSERVATION AND OPEN SPACE ZONING

§ 10-3.601 RCO; PURPOSES AND APPLICATION.

This zoning is intended to provide for permanent open spaces in areas of the community which exhibit significant vegetation, scenic qualities, wildlife, or recreational potential, including areas designated as open space on the General Plan, drainage ponds for recreational use, and areas reserved to reduce conflicts between land uses.

§ 10-3.602 RCO; PERMITTED USES.

The land uses permitted within the RCO zone are herein defined and delineated by location within the RCO zone and the required permit approval procedure.

(A) P. Permitted use.
(B) CUP. Conditional use permit required.
(C) AA. Administrative approval required.
(D) NP. Not permitted.

LOCATION WITHIN RCO ZONE

	Airport Clear Zone	***Airport Approach Zone***	***Other RCO Areas***
Raising of field crops	P	P	P
Orchard and vineyards	NP	CUP	P
Raising of livestock and rangeland	NP	CUP	P
Flood control channels, water pumping station, ditches, and canals	CUP	CUP	P

LOCATION WITHIN RCO ZONE

	Airport Clear Zone	Airport Approach Zone	Other RCO Areas
Reservoirs, settling, and water conservation recharge basins	NP	CUP	P
Streets and roads	CUP	CUP	P
Off-street parking and landscaping	NP	CUP	AA
Bikeways and pedestrian trails	NP	CUP	AA
Drainage ponds	NP	CUP	AA
Recreation areas, parks, playgrounds, wildlife preserves, and related buildings, structures, and facilities	NP	CUP	CUP
One-family dwelling related to agricultural and recreational uses	NP	CUP	CUP
Incidental and accessory structures and uses on site of a conditional use	NP	CUP	CUP
Cemeteries	NP	CUP	CUP
Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communication equipment and facilities, public service pumping stations, and elevated pressure tanks	NP	CUP	CUP

§ **10-3.603 ~~RCO-PERMITTED USES; ADMINISTRATIVE APPROVAL~~ (~~REPEALED~~RESERVED).**

§ **10-3.604 ~~RCO-CONDITIONAL USES; COMMISSION APPROVAL~~ (~~REPEALED~~RESERVED).**

§ **10-3.605 RCO; DISTANCES BETWEEN STRUCTURES.**

The minimum distance between a one-family dwelling and another structure shall be ten feet, provided, however, that no structure housing animals shall be closer than 25 feet to any dwelling on the site or to any side yard property line.

§ **10-3.606 RCO; BUILDING HEIGHT.**

No building or structure shall have a height greater than 65 feet, provided that additional height may be permitted if a use permit is first secured.

PF; PUBLIC FACILITIES ZONE

§ **10-3-6.501 PF; PURPOSE AND APPLICATION.**

This zone is designed to retain and provide land areas for public use and to place the public and all elected officials and public agencies on notice of proposed changes in the use of such land.

§ **10-3-6.502 PF; PERMITTED USES.**

(A) All city, county, state, and federal offices or facilities, including, but not limited to civic centers, fire and police stations, libraries, and post offices.

(B) All city, county, state, and federal offices or facilities leased from private individuals or other government agencies for a period of more than five years.

(C) All city, county, state, or federally owned or operated parks, playgrounds, recreation areas, open spaces, sumps, and landfills.

(D) All offices and facilities owned or operated by public school districts including state colleges and junior colleges.

(E) The offices and facilities owned or operated by any public governmental agency, or any body of persons charged with the responsibility of administering publicly owned or operated property including, but not limited to redevelopment agencies, water districts, school districts, and recreation districts.

§ **10-3-6.503 PF; CONDITIONAL USES; COMMISSION APPROVAL.**

Property located in the PF zone may be used for private purposes when a conditional use permit has been granted in accordance with the provisions of the Interpretation, Enforcement, Violations, and Penalty subchapter. In no case shall a conditional use permit be issued for a period exceeding five years from the date of issuance.

Property located in the PF, Public Facility Zone, may also be used for gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communication equipment and facilities, public service pumping stations, and elevated pressure tanks provided a use permit is first secured.

§ 10-3-6.504 PF; REQUIRED CONDITIONS.

A conditional use permit shall not be granted unless the Planning Commission makes the following determinations:

(A) The use is compatible with, and will not adversely affect, the adjacent uses.

(B) That no permanent structure shall be provided with such use.

(C) That adequate landscaping, fencing, paving, and other improvements be provided to protect and/or enhance the overall appearance of the area in which such uses are situated.

§ 10-3-6.505 PF; BUILDING HEIGHT.

No building or structure shall have a height greater than 65 feet, provided that additional height may be permitted if a use permit is first secured.

PROFESSIONAL OFFICE ZONES

§ 10-3.751 PROFESSIONAL OFFICE ZONES.

The Professional Office zone is intended to provide opportunities for the location of professional and commercial offices and their related uses in close relationship to one another outside of commercial districts; to provide adequate space to meet the needs of such offices for off-street parking and loading space; and to protect such offices from noise, disturbances, traffic hazards, and other objectionable influences incidental to commercial and industrial uses. The Professional Office zone is also intended for application to those areas of the city where it is necessary and desirable to encourage the full development of properties which lie between residential and nonresidential districts and which, because of neighborhood conditions, amount of vehicular traffic, and location factors, cannot be practically included within residential districts as provided by this chapter.

§ 10-3.752 USES PERMITTED.

(A) The following uses shall be permitted in the Professional Office zone:

(1) Offices which deal primarily in professional services in which goods, wares, and merchandise are not commercially created, sold, or exchanged;

(2) Administrative and business offices;

(3) Medical and dental buildings;

(4) Existing residential buildings;

(5) Accessory structures and uses, not including warehouses, on the same site as a permitted use; and

(6) Signs subject to the provisions of Chapter 6 of this title.

(7) Low Barrier Navigation Centers

(8) Supportive Housing.

(9) Transitional Housing.

(B) The following uses shall be allowed with ~~approval by the~~an Administrative Approval ~~Zoning Administrator~~;

(1) The office use of buildings once used for residential purposes.

(2) Mortuaries.

(3) Art galleries.

(4) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(C) A use permit shall be secured for each of the following:

(1) New residential uses, except single family dwellings, and the expansion of existing residential uses, if such expansion results in new family dwelling units or increases the capacity in a boardinghouse or similar quarters;

(2) Public and private charitable institutions, general hospitals, sanitariums, and nursing and convalescent homes;

(3) Public parks, playgrounds, and other public recreation facilities;

(4) Private clubs and lodges;

(5) Churches and other religious institutions;

(6) Public and private libraries and museums; and

(7) Accessory structures and uses located on the same site as a conditional use, including, but not limited to:

(a) Enclosed restaurants (no drive-through restaurants);

(b) Tobacco, candy, newspaper, and magazine counters; and

(c) Prescription pharmacies;

(8) Dance studios;

(9) Banks, savings and loans, credit unions, and other financial institutions; and

(10) Beauty shops and barbershops, including a minor amount of retail sales activity associated with the operation of the shop, and which is accessory and incidental to, and does not alter the nature or character of the primary use. Accessory retail sales shall not exceed 30% of the total revenues for the business in any period.

(11) Single Room Occupancy Units

§ 10-3.753 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area for corner lots shall be 6,000 square feet.

§ 10-3.754 HEIGHT OF STRUCTURES.

Structures shall be limited to a single story not to exceed 35 feet, unless otherwise authorized by the Commission. The maximum height for accessory buildings shall be 15 feet.

§ 10-3.755 LOT COVERAGE.

A maximum of 75% of the lot area shall be permitted for aggregate building coverage, including both main and accessory buildings.

§ 10-3.756 YARD REQUIREMENTS.

(A) Front yard. Where all the frontage between two intersecting streets is located in a Professional Office zone, there shall be a front yard of not less than ten feet. Where the frontage is located partially in any R zone block, the front yard requirement of the R zone shall apply to the Professional Office zone; provided, however, where two or more lots in a block have been improved with buildings, the minimum required front yard setback shall be the average of all improved lots.

(B) Side yards. The minimum interior side yard setback shall be five feet except that a zero setback shall be permitted along the common interior lot line of structures which are developed as a unit. The minimum street side yard on corner lots shall be ten feet except that the street side yard on the rear ½ of a corner lot shall not be less than the front yard required on the adjacent lot where such lot fronts onto the adjacent street.

(C) Rear yard. The minimum rear yard space required shall be five feet except that the Community Development Director may approve an encroachment into the setback with such conditions as the Director may deem appropriate when the adjacent property is located in any PO, C, or I zone.

LIGHT COMMERCIAL ZONES

§ 10-3.801 C-1 ZONES.

The regulations set forth in this subchapter shall apply in the C-1 Light Commercial zone, unless otherwise provided in this chapter.

§ 10-3.802 USES PERMITTED.

(A) The following retail stores selling new merchandise exclusively and personal service establishments within a building, including:

(1) Appliance stores, sales and repair;
(2) Bakeries, limited to retail sales on the same premises;
(3) Banks;
(4) Barber shops;
(5) Beauty parlors;
(6) Bicycle repair and sales;
(7) Book stores;
(8) Candy stores;
(9) Department stores;
(10) Dressmaking or millinery shops;
(11) Drug stores;
(12) Dry goods or notions stores;
(13) Florist shops;
(14) Food stores (groceries, fruits, and vegetables);
(15) Hardware stores;
(16) Insurance offices;
(17) Jewelry stores;
(18) Meat markets or delicatessens;
(19) Nurseries (plant material and supplies);
(20) Offices, business or professional;

(21) Service stations, but not including auto engine and transmission overhauling, tire rebuilding, or battery manufacture;
(22) Restaurants and cafes;
(23) Shoe shops, sales and repair;
(24) Stationery stores;
(25) Studios, photographic;
(26) Tailor shops;
(27) Single bay, fully automatic car wash accessory to a permitted use; and
(28) Apparel stores and boutiques;
(29) Art galleries;
(30) Arts and craft studios;
(31) Automobile parts and supply stores;
(32) Clinics (medical and dental);
(33) Electrical appliance repair shop (small appliances only);
(34) Hobby supplies and craft sales;
(35) Laundries;
(36) Laundromat, self serve;
(37) Locksmith and key shops;
(38) Newspaper and magazine stands;
(39) Pet shops;
(40) Pharmacies;
(41) Video arcades of five or fewer games;
(42) Cannabis and cannabis product retail sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.
(43) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.
(44) Low Barrier Navigation Centers
(45) Supportive Housing.
(46) Transitional Housing.
(B) The following uses shall be permitted subject to ~~approval by the Zoning Administrator~~an Administrative Approval:
(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.
(2) Mortuaries;
(3) Secondhand sales;
(4) Temporary outdoor display of merchandise and sales activities.
(C) A use permit shall be secured for each of the following:
(1) Animal hospitals;
(2) Automobile repair shops;
(3) Bakeries, wholesale;
(4) Drive-thru restaurants;
(5) Drive-thru banks;
(6) Major cleaning and dyeing centers (does not include local drop-off establishments);
(7) Creameries;
(8) Outdoor markets;
(9) Outdoor sales establishments;
(10) Public garages;
(11) Theaters;

(12) Used car sales lots;
(13) Full-service car washes as independent and primary land uses; ~~and~~
(14) Billiard parlors;
(15) Bowling lanes;
(16) Liquor stores (packaged);
(17) Martial arts studios;
(18) New car sales;
(19) Video arcades of more than five games; ~~and~~
(20) Other uses which, in the opinion of the Commission, are of a similar nature;
(21) Any use permitted in any R zone, except single family dwellings;~~.~~
(22) Single Room Occupancy Units.

(D) The stores, shops, and businesses specified in this section shall be retail establishments selling merchandise exclusively and shall be permitted only under the following conditions:

(1) Products made incidental to a permitted use shall be sold at retail on the premises; and

(2) All public entrances to such stores, shops, or businesses shall be from the principal street upon which the property abuts or within 50 feet thereof, except that a rear or side entrance from the building to a public parking area may be provided; and

(E) Signs appurtenant to any permitted use may be erected in the C-1 zone subject to all the laws, rules, and regulations of the city pertaining to signs.

§ 10-3.803 SITE AREA.

The minimum lot area for each main building shall be 2,000 square feet.

§ 10-3.804 HEIGHT OF STRUCTURES.

The maximum height of any building shall be 50 feet.

§ 10-3.805 YARD REQUIREMENTS.

(A) Front yards. There shall be no requirements for front yards, except where the frontage in a block is partially in an zone, in which case the front yard shall be the same as required in such R zone.

(B) Side yards. There shall be no requirements for side yards, except where the side of a lot abuts upon the side of a lot in a R zone, in which case the side yard shall be not less than ten feet.

(C) Rear yards. There shall be no requirements for rear yards, except where the rear of a lot abuts on a R zone, in which case the rear yard shall be not less than ten feet.

HEAVY COMMERCIAL ZONES

§ 10-3.901 C-2 ZONES.

The regulations set forth in this subchapter shall apply in the C-2 Heavy Commercial zone, unless otherwise provided in this chapter.

§ 10-3.902 USES PERMITTED.

(A) The following uses shall be permitted in the C-2 zone:

(1) Any use permitted in the C-1 zone.

(2) Wholesale stores and storage within buildings.

(3) Building material yards.

(4) Lumber yards.

(5) Used secondhand merchandise within enclosed buildings.

(6) Emergency shelter as provided in § 10-3.422.

(7) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(8) Low Barrier Navigation Centers.

(9) Supportive Housing.

(10) Transitional Housing.

(B) The following uses shall be permitted subject to ~~approval by the~~ an Administrative Approval ~~Zoning Administrator~~:

(1) Temporary outdoor display of merchandise and sales activities.

(2) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(C) The following uses subject to first securing a Use Permit in each case:

(1) Auto wrecking;

(2) Bottling works;

(3) Contractor's yards;

(4) Farm supply store;

(5) Junk yards;

(6) Machine shops;

(7) Planing mills;

(8) Outdoor storage of goods and materials;

(9) Trailer coach camps;

(10) Auction facilities;

(11) Self-service car washes as either a primary or accessory use;

(12) Any use permitted in any R zone;

(13) Adult oriented businesses as provided in § 10-7.01 of this title; and

(14) Other uses, which in the opinion of the Commission are of a similar nature; ~~.~~

(15) Single Room Occupancy Units.

(D) Light manufacturing, including the manufacture of clothing, novelties, and toys, and uses which in the opinion of the Commission are of a similar nature, and all subject to first securing a use permit in each case; and

(E) Signs appurtenant to any permitted use may be erected in the C-2 zone subject to all the laws, rules, and regulations of the city pertaining to signs.

§ 10-3.903 SITE AREA.

The minimum lot area for each main building shall be 2,000 square feet.

§ 10-3.904 HEIGHT OF STRUCTURES.

The maximum height of any building shall be 65 feet, provided that additional height may be permitted if a use permit is first secured.

§ 10-3.905 YARD REQUIREMENTS.

The requirements for front, side, and rear yards shall be the same as apply in C-1 zones.

§ 10-3.906 TRAILER CAMP SITE REQUIREMENTS.

No trailer coach shall be used as a place of habitation upon any premises other than a site capable of serving at least ten trailer coaches. The site shall provide for each of the trailer coaches an unoccupied rectangular space of not less than 25 × 25 feet, or its equivalent of 500 square feet when arranged in rows abutting or facing upon a driveway or clear unoccupied space of not less than 20 feet in width, which driveway or space shall have an unobstructed access to a public street or alley. When so arranged, no trailer coach shall be within 25 feet of any public street, alley, or exterior boundary of any campground area.

RESTRICTED COMMERCIAL ZONE

§ 10-3-9.101 C-R ZONE; PURPOSE AND APPLICATION.

This zone is designed to provide limited commercial development complimentary to, and compatible with, residential neighborhoods. Uses are limited and standards are provided to encourage commercial uses beneficial to the immediate neighborhood. It is generally intended that this zone be applied to properties along collector streets on a limited basis.

§ 10-3-9.102 PERMITTED USES.

(A) Residential structures as provided for in the R-1 zone, other than single family dwellings, along with customary accessory buildings;

(B) Professional offices;

(C) Retail sales of new merchandise exclusively and personal service establishments within a building, wherein the floor area of an individual business does not exceed 3,000 square feet and the total floor area of a structure(s) does not exceed 8,000 square feet per parcel and including the following uses:

(1) Bakeries, limited to retail sales on the same premises;
(2) Barber shops;
(3) Beauty salons;
(4) Bicycle repair and sales;
(5) Book and video rental stores;
(6) Clothing stores and boutiques;
(7) Candy stores;
(8) Dressmaking, tailor, and millinery shops;
(9) Dry cleaners and laundries, non-industrial;
(10) Florist shops;
(11) Food stores;
(12) Home occupations pursuant to § 10-3.405(H);
(13) Laundromats;
(14) Locksmiths;
(15) Pharmacies;
(16) Small appliance repair;
(17) Art galleries;

(18) Hobby, craft, and ceramic shops in which items are sold on the premises;
(19) Shoe sale and repair shops; ~~and~~
(20) Other retail businesses or retail commercial enterprises which are similar in character or render neighborhood commercial services, and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.
(21) Low Barrier Navigation Centers;
(22) Supportive Housing; and
(23) Transitional Housing.

§ 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL~~ZONING ADMINISTRATOR'S PERMIT~~.

(A) The following uses shall be permitted subject to an Aadministrative Aapproval~~approval by the Zoning Administrator~~:
(1) Commercial use of buildings once used for residential purposes.
(2) Gas and electric transmission lines, electrical transmission and distribution substations, gas regular stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.
(3) Temporary outdoor display of merchandise and outdoor sales activities.

§ 10-3-9.103 CONDITIONAL USES.

(A) The following uses shall be permitted in the Restricted Commercial Zone with a Use Permit:
(1) Residential structures as provided for in the R-2 zone along with customary accessory buildings;
(2) Day care and child care centers;
(3) Liquor stores;
(4) Restaurants and cafes; sales of alcoholic beverages permitted only with the service of food;
(5) Sale of fuel, only in conjunction with food stores;
(6) Structure(s) in excess of 8,000 square feet of floor area but no greater than 12,000 square feet per parcel;
(7) Businesses with floor area in excess of 3,000 square feet.

§ 10-3-9.104 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area of corner lots shall be 6,000 square feet.

§ 10-3-9.105 BUILDING HEIGHT.

No building or structure shall have a height greater than 24 feet.

§ 10-3-9.106 YARD REQUIREMENTS.

(A) Front yard. Ten feet;
(B) Street side yard. Ten feet;
(C) Interior side yard. None except when adjacent to an R or PD zone or adjacent to a residential use in which case the setback shall be five feet;

(D) Rear yard. There shall be no minimum rear yard provided, however, that when a C-R zone abuts an R or PD zone, a rear yard shall be provided as specified in § 10-3.508.

§ 10-3-9.107 OUTSIDE EQUIPMENT.

All roof and wall appurtenances, such as ducts and vents, all mechanical equipment, electrical boxes, meters, pipes, transformers, air conditioners, and all other equipment on the roof or walls of any building shall be completely screened from view with materials compatible with the main buildings on the subject property. Such equipment shall be constructed in such a manner that noise emanating from them shall not be discernible beyond the property lines of the subject property.

§ 10-3-9.108 ENCLOSURE OF TRASH AND STORAGE AREAS.

All trash and storage areas shall be screened from view by a decorative masonry block wall or other materials architecturally compatible with the main buildings of the development. Access to such areas shall be closed at all times except during loading and unloading.

§ 10-3-9.109 TIME FOR PICK-UP AND DELIVERY.

Pick-ups, deliveries, and parking lot sweeping shall be allowed only between 7:00 a.m. and 10:00 p.m. where residential uses abut the property.

§ 10-3-9.110 LANDSCAPING.

(A) In addition to parkstrips in the public right-of-way, perimeter landscaping shall be provided in front and street-side yards at an average width of eight feet along street frontages, exclusive of driveways and walkways, but in no case may the landscape area width be less than four feet.

(B) In addition to perimeter landscape areas, 5% of all parking areas shall be landscaped.

(C) The provisions of the City's Approved Street Tree List for tree types and spacing shall be followed for tree planting in parkstrips and perimeter landscape areas unless an alternate plan, consistent with the intent of this provision, is approved by the Community Development Director.

(D) All landscape areas shall be planted so as to have at least 75% vegetative coverage within three years of planting.

(E) All landscape areas shall be fitted with an automatic irrigation system.

(F) All landscape areas shall be maintained.

NEIGHBORHOOD COMMERCIAL ZONES

§ 10-3-9.201 C-N ZONES; PURPOSE AND APPLICATION.

The regulations set forth in this subchapter shall apply in the C-N, Neighborhood Commercial zone, unless otherwise provided in the chapter. Neighborhood commercial centers are intended primarily to meet the everyday convenience needs of people residing within surrounding residential neighborhoods for

retail convenience goods and personal services. A NEIGHBORHOOD CENTER would typically be anchored by a supermarket, with other stores and shops for drugs, liquor, deli, bakery goods, ice cream shop, gift shop, coffee shop, café, fast food, sandwich shop, or hardware. Services might include small appliance repair, barber, beauty salon, self-service laundry, dry cleaning, shoe repair, and exercise and diet centers. Office services might include medical, dental, accounting, insurance, and a variety of other business and professional services oriented toward household needs. Public and semi-public uses might include a branch library, senior center, day care, lodges, churches, and small education and training centers.

§ **10-3-9.202 PERMITTED USES.**

(A) The following retail stores of less than 10,000 square feet gross floor area, offices, and services:

(1) Apparel stores and boutiques;
(2) Art galleries;
(3) Arts and crafts studios;
(4) Automobile parts and supply stores;
(5) Bakeries (retail sales on premises);
(6) Barber shops and beauty salons;
(7) Bicycle sales and repair shops;
(8) Book stores;
(9) Candy stores;
(10) Clothes cleaning establishments (pickup and delivery only);
(11) Clinics (medical and dental);
(12) Electrical appliance repair shops (small appliances only);
(13) Florists;
(14) Food stores and delicatessens;
(15) Garden supplies and plant nurseries;
(16) Hardware stores;
(17) Hobby supplies and crafts stores;
(18) Locksmith and key shops;
(19) Newspaper and magazine stands;
(20) Pharmacies;
(21) Photography studios;
(22) Professional offices;
(23) Restaurants and cafes;
(24) Self-service laundry establishments;
(25) Shoe sales and repair shops;
(26) Tailoring and dressmaking shops;
(27) Video tape rentals and sales stores;
(28) Variety stores;
(29) Video arcades of five or fewer games.
(30) Residential uses on the same site as a permitted commercial use, consisting of a ~~one-family~~two residential dwelling units above the first floor or on the rear half of the same lot;
(31) Other retail businesses or retail commercial enterprises or services which are similar in character or meet the intent of the zone, and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.
(32) Low Barrier Navigation Centers.
(33) Supportive Housing.

(34) Transitional Housing.

§ 10-3-9.202.1 USES ALLOWED WITH ~~A~~ ADMINISTRATIVE APPROVAL~~ZONING ADMINISTRATOR'S PERMIT~~.

(A) The following uses shall be permitted subject to ~~approval by the~~an Administrative Approval ~~Zoning Administrator~~.

(1) ~~Detached S~~single-family dwelling in conjunction with a principle permitted use.

(2) Gas and electric transmission lines, electrical transmission and distribution substations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(3) ~~(3)~~ Temporary outdoor display of merchandise and outdoor sales activities.

(4) Residential uses on the same site as a permitted commercial use, consisting of up to six residential dwelling units above the first floor or on the rear half of the same lot.

§ 10-3-9.203 CONDITIONAL USES.

(A) The following uses shall be permitted in the Neighborhood Commercial Zone with a Use Permit:

(1) Retail stores listed above containing more than 10,000 square feet of gross floor area;

(2) Local governmental offices;

~~(3) One single-family dwelling not in conjunction with a principal permitted use;~~

(~~4~~3) Service stations (no engine repair);

(~~5~~4) Parks, playgrounds, schools;

(~~6~~5) Bowling lanes;

(~~7~~6) Churches;

(~~8~~7) Private clubs and lodges;

(~~9~~8) Fast food restaurants with drive-through facilities;

(~~10~~9) Liquor stores (packaged);

(~~11~~10) Video arcades of more than five games; and

(~~12~~11) Other retail businesses or retail commercial enterprises or services determined by the Planning Commission to be similar in character or meet the intent of the zone, and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

(13) Single Room Occupancy Units.

(14) Residential uses on the same site as a permitted commercial use, consisting of up to ten residential dwelling units above the first floor or on the rear half of the same lot.

§ 10-3-9.204 LIMITATIONS ON USE.

(A) No businesses dealing in wholesale or used goods or commodities shall be permitted, except in the case of articles taken in trade on sale of new merchandise on the same premises.

(B) All business shall be conducted entirely within a wholly enclosed building, excepting uses customarily conducted in the open.

(C) No products shall be made on site unless incidental to a permitted use and sold at retail on the same premises.

§ 10-3-9.205 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area for corner lots shall be 6,000 square feet.

§ 10-3-9.206 BUILDING HEIGHT.

No building structure shall have a height greater than 35 feet.

§ 10-3-9.207 YARD REQUIREMENTS.

(A) Front yard. Ten feet, except when adjacent to an R or PD zone or adjacent to a residential use, in which case the setback shall be 15 feet.

(B) Street-side yard. Ten feet, except when adjacent to the front yard of a residential use or a property in an R or PD zone, in which case the setback shall be 15 feet.

(C) Interior side yard. None, except when adjacent to an R or PD zone, in which case the setback shall be five feet.

(D) Rear yard. None, except when immediately adjacent to an R or PD zone, in which case a rear yard shall be provided as specified in § 10-3.508(D).

§ 10-3-9.208 OUTSIDE EQUIPMENT.

(A) All roof and wall appurtenances, such as mechanical equipment, electrical transformers, air conditioners, and all other equipment on the roof or walls of any building shall be completely screened from view from public streets with materials compatible with the main buildings on the subject property. Such equipment shall be constructed in such a manner that noise emanating from them shall not be discernible beyond the property lines of the subject property.

(B) All trash and storage areas shall be screened from view from public streets by a decorative masonry block wall or other materials architecturally compatible with the main buildings of the development. Access to such areas shall be closed at all times, except during loading and unloading.

§ 10-3-9.209 LANDSCAPING AND FENCING.

(A) In addition to any landscaping in the public right-of-way, perimeter landscaping shall be provided in front and street side yards at an average width of eight feet along the street frontages, exclusive of driveways and walkways, but in no case may the landscape area width be less than four feet.

(B) In addition to perimeter landscape areas, 5% of all parking areas shall be landscaped.

(C) The provisions of the City's Approved Street Tree List for tree types and spaces shall be followed for tree planting in parkstrips and perimeter landscape areas unless an alternative plan is approved by the Community Development Director.

(D) All landscape areas shall be planted so as to have at least 75% coverage within three years of planting.

(E) All landscape areas shall be fitted with an automatic irrigation system.

(F) Perimeter masonry fencing with a minimum height of eight feet shall be required adjacent to any R or PD zone in accordance with § 10-3.412.

HIGHWAY COMMERCIAL ZONES

§ 10-3-9.301 C-H ZONES; PURPOSE AND APPLICATION.

The regulations set forth in this subchapter shall apply in the C-H, Highway Commercial zone, unless otherwise provided in the chapter. This zone is designed to provide for businesses or services which rely on visibility from highways and/or serve the needs of the traveling public. It is intended to encourage development of open, uncrowded, and attractive projects that will enhance the major thoroughfares on which they are located. Small scale businesses and general commercial uses that do not fit this criteria would not be allowed. Uses that generally are dependent on a regional as well as the local population for their support are allowed. It is intended that areas with this designation would have good highway access and would not be developed until all urban services are available.

§ 10-3-9.302 PERMITTED USES.

(A) The following uses shall be permitted in the Highway Commercial Zone:
(1) Hotels, motels;
(2) Restaurants, coffee shops;
(3) Motorcycle sales and service shops;
(4) Auto service stations with accessory repair and maintenance;
(5) Bus depots and transit stations;
(6) Automotive sales new and used;
(7) RV sales and service facilities;
(8) Mini-storage facilities;
(9) Utility trailer sales establishments;
(10) Boat sales and service centers;
(11) Furniture and large appliance stores;
(12) Factory outlet shopping centers;
(13) Mobile homes sale establishments (new only);
(14) Government or other public services establishments that require convenient freeway access:
(15) Single bay, fully automatic car wash accessory to a permitted use;
(16) Full-service car washes as independent and primary land uses; and
(17) Other retail businesses or retail commercial enterprises or services which are similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

§ 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL~~ZONING ADMINISTRATOR PERMIT~~.

(A) The following uses shall be permitted subject to an Administrative Approval~~approval by the Zoning Administrator~~:
(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

§ 10-3-9.303 CONDITIONAL USES.

(A) The following uses shall be permitted with a Use Permit:
(1) Drive-in theaters;

(2) Overnight RV and travel trailer parks;
(3) Truck stops and terminals;
(4) Truck sales and services establishments;
(5) Auto repair garages and car washes;
(6) Bowling lanes;
(7) Fuel storage and distribution facilities;
(8) Farm machinery sales and services establishments;
(9) Fast food restaurants with drive-through facilities;
(10) Self-service car wash facilities as either primary or accessory uses; and
(11) Other retail businesses or retail commercial enterprises or services determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

§ 10-3-9.304 ACCESSORY USES.

The following structures and uses shall be permitted in Highway Commercial zones when accessory to a use permitted by the provisions of this subchapter:
(A) Incidental sales in connection with a permitted use;
(B) Accessory uses and structures customarily appurtenant to a permitted use; and
(C) Recreational facilities for employees and guests.

§ 10-3-9.305 LIMITATIONS ON USE.

(A) No uses shall be permitted in a C-H zone which may be obnoxious or offensive by reason of odor, dust, gas, smoke, noise, vibration, heat, glare, or hazards of similar nature.
(B) All sales activities, other than vehicular related businesses, shall be conducted entirely within a wholly enclosed building.

§ 10-3-9.306 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area for corner lots shall be 6,000 square feet.

§ 10-3-9.307 BUILDING HEIGHT.

No building or structure shall have a height greater than 50 feet, provided that additional height may be permitted if a use permit is first approved.

§ 10-3-9.308 YARD REQUIREMENTS.

(A) Front yard. Ten feet, except when adjacent to an R or PD zone or adjacent to a residential use, in which case the setback shall be 15 feet.
(B) Street side yard. Ten feet, except when adjacent to the front yard of a residential use or a property in an R or PD zone, in which case the setback shall be 15 feet.
(C) Interior side yard. None, except when adjacent to an R or PD zone or adjacent to a residential use, in which case the setbacks hall be five feet.
(D) Rear yard. None, except when immediately adjacent to an R or PD zone, in which case a rear yard shall be provided as specified in § 10-3.508(D).

(E) Whenever the side rear of a lot is adjacent to the right-of-way of Highway 99, the appearance of proposed uses must be considered relative to their orientation, architecture, building heights, lighting provisions, and sign programs. Such yard area shall be a minimum of 40 feet.

§ 10-3-9.309 OUTSIDE EQUIPMENT.

(A) All roof and wall appurtenances, such as mechanical equipment, electrical transformers, air conditioners, and all other equipment on the roof or walls of any building shall be completely screened from view from public streets with materials compatible with the main buildings on the subject property. Such equipment shall be constructed in such a manner that noise emanating from them shall not be discernible beyond the property lines of the subject property.

(B) All trash and storage areas, except from vehicular sales display areas, shall be screened from view from public streets by a decorative masonry block wall or other materials architecturally compatible with the main buildings of the development. Access to such areas shall be closed at all times, except during loading and unloading.

§ 10-3-9.310 LANDSCAPING AND FENCING.

(A) In addition to any landscaping in the public right-of-way, perimeter landscaping shall be provided in front and street side yards at an average width of eight feet along the street frontages, exclusive of driveways and walkways, but in no case may the landscape area width be less than four feet.

(B) In addition to perimeter landscape areas, 5% of all parking areas shall be landscaped.

(C) The provisions of the City's Approved Street Tree List for tree types and spacing shall be followed for tree planting in parkstrips and perimeter landscape areas unless an alternate plan is approved by the Community Development Director.

(D) All landscape areas shall be planted so as to have at least 75% coverage within three years of planting.

(E) All landscape areas shall be fitted with an automatic irrigation system.

(F) Perimeter masonry fencing with a minimum height of eight feet shall be required adjacent to any R or PD zone in accordance with § 10-3.412.

WEST YOSEMITE AVENUE OVERLAY ZONE (WY)

§ 10-3-9.401 PURPOSE.

The purpose and intent of this WY Overlay zone is:

(A) To provide for the orderly transition of the West Yosemite Avenue area from residential to nonresidential uses consistent with the General Plan;

(B) To recognize, maintain, and enhance the West Yosemite Avenue streetscape and architectural character of the neighborhood;

(C) To maximize the compatibility of uses and maintain the value of property during the transition period through the establishment of development standards and review procedures.

§ 10-3-9.402 APPLICABILITY.

(A) This zone is intended to be applied to all properties adjacent to West Yosemite Avenue between J and Q Streets for a lot depth not to exceed 175 feet.

(B) To accomplish the stated purpose and intent, this overlay zone shall be combined with all zones except the R-1 zone. It is to be applied in conjunction with any zone change in the applicable area.

(C) Any property rezoned from R-1 prior to the effective date of the subchapter shall not be further rezoned nor shall a new use be made of the property until the WY Zone is applied.

§ 10-3-9.403 USE PERMITS REQUIRED.

(A) In addition to uses which require a use permit in the underlying zone, all new construction, major exterior change, alteration, or addition shall be subject to a use permit. Applications for use permits shall be accompanied by detailed site and landscape plans. Building elevation and a list of exterior building materials will be required for new construction, exterior remodeling, and building additions.

(B) The Planning Commission will review applications for their compliance with the purpose and development standards of the zone.

§ 10-3-9.404 DEVELOPMENT STANDARDS.

The following development standards apply to all properties in the WY Overlay zone and shall supersede the requirements of the underlying zone.

(A) Setbacks.

(1) Front yard. 15 feet.

(2) Side yard.

(a) Interior five feet, exterior street side yard ten feet.

(b) Except in no event may any structure or parking area be placed within 15 feet of the West Yosemite right-of-way.

(3) Rear yard. Ten feet with no windows or two feet per vertical foot of building height measured at the top of highest window, whichever is greater.

(B) Parking.

(1) Off-street parking space requirements shall be those set forth in the Off-Street Parking Regulations subchapter of this chapter, however, in no case shall there be less than five off-street spaces provided for nonresidential uses.

(2) No parking shall be provided in the required front yard or within the West Yosemite Avenue setback.

(3) No parking shall be permitted within the required landscape areas except as provided in subsection § 10-3-9.404(C) below.

(4) Parking areas shall be constructed to city standards.

(5) Access shall be provided between parking areas and business entries by means of a walkway of not less than three feet in width.

(6) Lighting shall be arranged to reflect away from premises on which any dwelling unit is located.

(C) Landscaping. The following minimum standards shall apply to properties in this zone:

(1) All required front yards and street-side yard setback areas, exclusive of walkways and driveways, shall be landscaped except that parking may encroach five feet into a required street side yard setback.

(2) A landscaped area of not less than four feet in width shall be provided along all interior side and rear property lines except where this requirement conflicts with an access driveway leading to the rear of the lot, such landscaping requirement may be reduced to assure adequate access with Planning Commission approval; or when adjacent parcels share driveways and or parking areas, the landscaping along affected portions of common lot lines may be waived.

(3) Screen planting and a six-foot solid fence or wall shall be provided along all interior side and rear property lines abutting an R zone. Shrubs and fences may not exceed three feet in the required front or street-side-yard.

(4) In addition to landscaping required in paragraphs § 10-3-9.404(C)(1) and (2) above, 5% of the parking area shall be landscaped.

(5) Shade trees shall be planted within the parking area to provide 40% shade at high noon with full foliage within five years of planting.

(6) Trees shall be a minimum size of five gallons at planting; shrubs shall be a minimum of one gallon.

(7) Retention and maintenance of existing trees is encouraged. No tree, located in the street right-of-way nor in a required front yard, which exceeds four feet in circumference at a height of three feet in height shall be removed without first obtaining the approval of the Planning Commission. In the event of an emergency, where the tree poses a threat to persons or property, the Planning Director may authorize the immediate removal of the tree.

(8) Vegetative matter shall cover 75% of the landscaped areas.

(9) All landscaping areas shall be fitted with an irrigation system and shall be maintained in accordance with the approved plan.

(10) All trash areas shall be enclosed utilizing materials compatible with the structure.

(D) Architectural character. Structural style, scale, and quality of design shall be such that it blends with and is complementary to adjacent structures and the character of the area. Building colors and materials; roof pitch height and materials; screening of exterior appurtenances; lighting; and window placement will be factors considered in the architectural review element of the use permit. It is not the intent of this zone to control architecture style so rigidly that individual initiative is hindered, but rather it is the intent that any control exercised be the minimum necessary to achieve the purpose and intent of this zone.

(E) Signs.

(1) The protection of the character of the streetscape is a stated purpose of this subchapter. Signage is to be kept to a minimum to protect the streetscape while allowing for adequate identification.

(2) Placement of signs if governed under § 10-6.05 (A) of this chapter except as otherwise specified in this section.

(3) The following sign criteria is established:

(a) Ground signs. One non-illuminated double-face ground sign for each parcel subject to the following provisions:

1. Maximum sign area and dimensions. Ground signs may not exceed eight square feet in area. The message area, including background area, shall not exceed a vertical height of two feet. The maximum sign height shall not exceed four feet above average ground level.

2. Sign placement. Perpendicular to the street; a minimum of three feet behind sidewalk.

3. Street number. Every ground sign must incorporate the street number into the message area. Such numbers may not be less than four inches in height and must be compatible with the style of the sign message.

4. Letters. Routed or raised-wood letters; color is at the option of the applicant/owner.

(b) Wall/window sign. One wall or window sign not exceeding three square feet in area for each business at each major business entrance door.

(c) Directional sign. To encourage maximum use of the off-street parking located at the rear of a parcel, a directional sign not exceeding two square feet shall be provided adjacent to the driveway or in conjunction with the ground sign. The materials shall be compatible with those of the ground sign and the sign height shall not exceed four feet.

(d) Nonconforming signs. Signs which became nonconforming upon application of the West Yosemite zone shall be brought into compliance at the time of any change to the sign other than routine maintenance.

§ 10-3.1001 I ZONES.

The regulations set forth in this subchapter shall apply in all I industrial zones unless otherwise provided in this chapter.

§ 10-3.1002 USES PERMITTED.

(A) The following uses shall be permitted in I zones:

(1) Animal hospitals, kennels and veterinarians;

(2) Automobile dismantling and use parts storage, provided such must be conducted wholly within a building;

(3) Boat-building works;

(4) Building materials, sales and storage;

(5) Dairy products processing;

(6) Dwelling for a caretaker or security guard and his immediate family, necessary and incidental to a use located in such zone;

(7) Electrical and electronic instruments, devices and appliances, manufacture and assembly;

(8) Garment manufacture;

(9) Ice and cold storage plants;

(10) Laboratory, experimental and testing;

(11) Machine shops;

(12) Pharmaceuticals and drugs, manufacture;

(13) Prefabrication of buildings;

(14) Stone monument works;

(15) Textile manufacturing;

(16) Accessory buildings and uses customarily incidental to any of the above uses;

(17) Cultivation, distribution, manufacturing, testing labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(18) Retail only in conjunction with vertical integration business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(19) Other retail and wholesale stores or storage and service establishments, light industrial and manufacturing uses determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

(20) Low Barrier Navigation Centers;

(21) Supportive Housing; and

(22) Transitional Housing.

(B) Uses permitted with an Administrative Approval ~~Zoning Administrator's permit~~:

(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(2) Food products manufacturing;

(3) Frozen food processing and storage;

(4) Fruit and vegetable canning, packing and processing;

(5) Furniture manufacture;

(6) Hatcheries;

(7) Wood products manufacturing, and;

(C) Any of the following industrial or manufacturing uses provided that those uses which in the opinion of the Commission may be of objectionable nature by reason of production of offensive odor, dust, smoke, fumes, noise, bright light, vibration, or involving the storage or handling of explosive or dangerous materials, and all the uses listed in this subsection, may be permitted only if a use permit is first secured in each case:

(1) All uses permitted in any R zone;

(2) Drilling for and/or removal of oil, gas, or other hydrocarbon substances;

(3) Commercial excavations of building or construction materials;

(4) Manufacture or storage of acid, cement, gas, inflammable fluids, glue, gypsum, lime or plaster of paris, refining of petroleum or its products, smelting of iron, tin, zinc, or other ores;

(5) Junk yards;

(6) Brewery;

(7) Poultry and rabbit processing;

(8) Automobile dismantling and use parts storage; and

(9) Nurseries (plant materials and supplies);

(10) Adult oriented businesses as provided in § 10-7.01 of this title;

(D) ~~Any type of dwelling~~A multifamily dwelling subject to first securing a use permit in each case; and

(E) Signs appurtenant to any permitted use may be erected in I zones subject to all the laws, rules, and regulations of the city pertaining to signs, including, but not necessarily limited to, the terms and provisions of § 10-3.415 of the General Provisions subchapter of this chapter pertaining to architectural control.

§ 10-3.1003 HEIGHT OF STRUCTURES.

The maximum height of any building shall be 65 feet; provided, however, additional height may be permitted if a use permit is first secured.

§ 10-3.1004 YARD REQUIREMENTS.

(A) Front yards. There shall be no requirements for front yards except where the frontage in a block is partially in a R zone in which case the front yard shall be the same as required in such R zone.

(B) Side yards. There shall be no requirements for side yards except where the side of a lot abuts upon the side of a lot in a R zone in which case the side yard shall not be less than ten feet.

(C) Rear yard. There shall be no requirements for rear yards except where the rear of a lot abuts on an R zone in which case the rear yard shall be not less than ten feet.

URBAN RESERVE ZONES (UR)

§ 10-3.10.501 UR ZONES.

The regulations in this subchapter shall apply in all Urban Reserve (UR) zones unless otherwise provided in this chapter.

§ 10-3.10.502 USES PERMITTED.

(A) The following uses shall be permitted in UR zones:

(1) Grazing and the raising of field crops, fruit and nut trees, vines, vegetables, horticultural specialties, and livestock;

(2) The curing, processing, packaging, and shipping of agricultural products produced upon the premises where such activity is carried on in conjunction with, or as part of, a bona fide agricultural operation;

(3) Single-family residences and farm employee housing which are incidental to a permitted use or conditional use;

(4) Incidental and accessory structures and uses located on the same site with a permitted use, including barns, stables, coops, tank houses, storage tanks, wind machines, windmills, silos, and other farm outbuildings; private garages and carports; one guest house or accessory living quarters without a kitchen for each residence on the site; and storehouses, garden structures, greenhouses, and the storage of petroleum products for the use of persons residing on the site;

(5) Irrigation and flood control facilities; and

(6) Home occupations.

(B) The following uses may be permitted by the Commission by the issuance of a conditional use permit:

(1) Agricultural service establishments primarily engaged in performing animal husbandry or horticultural services on a fee or contract basis, including plant nurseries and landscape gardening; landscape contracting; offices of veterinarians; animal hospitals; poultry farms; boarding and training horses; feed lots; and hog farms;

(2) Public and private charitable institutions, hospitals, sanitariums, rest homes, nursing homes, and cemeteries;

(3) Commercial stables and riding academies;

(4) Public and quasi-public uses of an educational, administrative, recreational, public service, cultural, or religious type;

(5) Private and noncommercial clubs and lodges;

(6) Sewage treatment plants;

(7) Signs appurtenant to any permitted use may be erected in UR zones subject to all the laws, rules, and regulations of the city pertaining to signs, including, but not necessarily limited to, the terms and provisions of § 10-3.415 of the General Provisions subchapter of this chapter pertaining to architectural control; and

(8) Trailer parks, subject to the limitations of § 10-3.906 of the Heavy Commercial zones of this chapter, providing public water and sewer systems are utilized.

§ 10-3.10.503 SPECIAL CONDITIONS.

(A) Any use involving a business, service, or process not completely enclosed in a structure shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials six feet in height if the Commission finds such use to be unsightly.

(B) No conditional use shall be permitted and no process, equipment, or materials shall be used which are found by the Commission to be objectionable or injurious to property, crops, or livestock in the vicinity by reason of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried wastes, noise, vibration, illumination, glare, or unsightliness, or to involve any hazard of fire or explosion.

§ 10-3.10.504 SITE AREA.

(A) The minimum site area shall be 20 acres for permitted uses.

(B) On conditional uses the minimum site area shall be specifically stated on the use permit.

(C) Each site shall have not less than five acres of lot area for each dwelling unit located on the site. This shall not be construed to disallow the placing of the permitted dwelling units all in one area of the site.

§ 10-3.10.505 YARD REQUIREMENTS.

(A) Front yard. The minimum front yard shall be 50 feet.
(B) Side yard. The minimum side yard shall be five feet except that on the street side of a corner lot the yard shall be not less than 40 feet.
(C) Rear yard. The minimum rear yard shall be 20 feet.

§ 10-3.10.506 HEIGHT OF STRUCTURES.

(A) The maximum height of a building or structure for a permitted use shall be 35 feet subject to the exception that barns, tank houses, storage tanks, windmills, and silos may exceed 35 feet in height.
(B) The maximum height of a structure occupied by a conditional use and its accessory structures shall be determined by the provisions of the use permit.

§ 10-3.10.507 DISTANCE BETWEEN BUILDINGS.

The minimum distance between dwellings or dwellings and accessory structures shall be ten feet. The minimum distance between dwellings and accessory structures in which livestock or poultry is kept shall be 50 feet.

UNCLASSIFIED ZONES (U)

§ 10-3.1101 U ZONES.

The regulations set forth in this subchapter shall apply in all Unclassified (U) zones unless otherwise provided in this chapter. (Any land within the city and not designated or indicated on the zoning maps shall be in the U zone.)

§ 10-3.1102 USES PERMITTED.

All uses not otherwise prohibited by law shall be permitted provided that a use permit shall first be secured for any use to be established in any U zone.

§ 10-3.1103 SITE AREA; HEIGHT OF STRUCTURES; YARD REQUIREMENTS.

Building site area requirements, building height limits, and yard requirements shall be as specified in the use permit.

INDUSTRIAL PARK ZONES (IP)

§ 10-3.11.501 IP ZONES.

The regulations set forth in this subchapter shall apply in all Industrial Park (IP) zones unless otherwise provided in this chapter.

§ 10-3.11.502 PURPOSE.

The purpose of the regulations set forth in this subchapter is to provide a set of regulations which will insure the creation of an environment exclusively for, and conducive to, the development and protection of modern, large-scale administrative facilities, research institutions, specialized manufacturing organizations, and distributions centers for major retail outlets, all of a type in which the architecture, landscaping, and operations of the uses are such that each is a credit to the other, and investments in well-designed and maintained plants and grounds are secured by the maintenance of the highest standards throughout the district.

§ 10-3.11.503 PERMITTED USES.

(A) The following uses shall be permitted in IP zones:

(1) Apparel and other finished products made from fabrics and similar materials;

(2) Books, newspaper and magazine printing and publishing and allied industries;

(3) Electrical and electronic instruments, machinery, equipment and supplies manufacturing;

(4) Furniture and fixture manufacturing;

(5) Fabricated metal products manufacturing, except ordnance machinery and transportation equipment;

(6) Leather and leather products;

(7) Textile mill products;

(8) Professional, scientific, and controlling instruments;

(9) Photographic and optical goods;

(10) Watches and clocks.

(11) Cultivation, distribution, manufacturing, testing labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(12) Retail only in conjunction with vertical integration business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

§ 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL ~~ZONING PERMIT~~.

(A) Uses permitted with an Administrative ~~Zoning Administrator's permit~~Approval:

(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks;

(2) Chemicals and allied product manufacturing;

(3) Rubber and miscellaneous plastics manufacturing;

(4) Processing, warehousing and wholesale distribution of food and kindred products manufacture.

§ 10-3.11.504 ACCESSORY USES.

The following structures and uses shall be permitted in IP zones when accessory to a use permitted by the provisions of this subchapter:

(A) Incidental sales in connection with a permitted use;

(B) Accessory uses and structures customarily appurtenant to a permitted use; and

(C) Recreational facilities for employees and guests.

§ 10-3.11.505 USES REQUIRING USE PERMITS.

(A) The following uses shall be permitted with a Use Permit:

(1) Warehousing and wholesale distribution of manufactured or assembled products; and

(2) Any research or light manufacturing use which is determined by the Commission to be consistent with the purposes of this subchapter, which will not impair the present or potential uses or values of adjacent parties nor be detrimental to the public health, safety, peace, morals, comfort, or general welfare of the community, and which conforms to the performance standards set forth in this subchapter.

§ 10-3.11.506 PERFORMANCE STANDARDS.

All uses in IP zones shall meet the following performance standards.

(A) Noise. The maximum sound pressure level of activities other than street or highway transportation, temporary construction work, or temporary oil or gas drilling or exploration operations, as determined by the City Engineer, shall not exceed the standards for octave bands within the frequency limits given below after applying the correction factors:

(1) Noise at zone boundaries. At no point on the boundary of an IP zone shall the sound pressure level of any individual operation, use, or plant exceed the decibel levels in the designated octave bands set forth below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)
0 - 75	72
75 - 150	67
150 - 300	59
300 - 600	52
600 - 1,200	46
1,200 - 2,400	40
2,400 - 4,800	34
Above 4,800	32

(2) Noise at property lines. At no point on the lot lines of any property shall the sound pressure level of any individual operation, use or plant exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)
0 - 75	80
75 - 150	75
150 - 300	70
300 - 600	64
600 - 1,200	58
1,200 - 2,400	53
2,400 - 4,800	49
Above 4,800	46

(3) Corrective factors in noise measurement. To any irregular or impulsive noise, one or more of the following corrective factors shall be added to the values permitted sound level:

Character of Noise	Correction in Decibels
Occurs between 10:00 p.m. and 7:00 a.m.	Minus 10
Noise source operates less than a total of 30 minutes in any day	Plus 10
Noise of impulsive character, such as hammering	Minus 5

(B) Air pollution. There shall be no discharge into the atmosphere, from any source, of particulate matter in excess of 0.3 grams per cubic foot of gas at standard conditions. There shall be no emission of gas, smoke, particulate material, dust, or other air contaminants for a period or periods aggregating more than three minutes in any one hour which contaminants are:

(1) As dark or darker in shade as that designated as No. 2 on the Ringelmann Chart as published by the US Bureau of Mines; or

(2) Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subsection § 10-3.11.506(B)(1) of this subsection.

(C) Odor. Odors from gases shall not be in such quantity as to be offensive beyond the lot lines of the use.

(D) Vibration. Vibration from any machine, operation, or process shall not cause a perceptible motion at the lot lines.

(E) Glare and heat. Glare and heat from any source shall not be produced beyond the lot lines.

(F) Radioactivity and electrical disturbances. The use of radioactive materials within IP zones shall be limited to measuring, gauging, and calibration devices, such as tracer elements in X-ray and like apparatus, and in connection with the processing and preservation of foods. All electrical and electronic devices and equipment shall be suitably wired, shielded, and controlled so that in operation they shall not, beyond the lot lines, emit any electrical impulses or waves which will adversely affect the operation and control of any other electrical or electronic devices and equipment.

§ 10-3.11.507 HEIGHT REGULATIONS.

No structure in the IP zones shall exceed 50 feet in height except upon approval of a conditional use permit by the Planning Commission.

§ 10-3.11.508 LOT AREA.

The minimum building site area in IP zones shall be one acre.

§ 10-3.11.509 LOT WIDTH.

The minimum lot width in IP zones shall be 150 feet.

§ 10-3.11.510 LOT DEPTH.

The minimum average lot depth in IP zones shall be 150 feet.

§ 10-3.11.511 LOT COVERAGE.

Not more than 50% of the lot area in IP zones shall be covered with buildings.

§ 10-3.11.512 YARD REQUIREMENTS.

The following yards shall be required in IP zones:

(A) Front yards. Front yards shall have a minimum depth of 50 feet.

(B) Side yards. There shall be a minimum combined side yard width of 40 feet for both sides, and no one side yard shall have a width of less than ten feet. For every one foot the building exceeds 30 feet in height, one additional foot of side yard shall be required on each side. Side yards on the street side of corner lots shall be equal in depth to the front yard requirements set forth in subsection § 10-3.11.512(A) of this section.

(C) Rear yards. Rear yards shall have a minimum depth of 20 feet.

§ 10-3.11.513 USES IN BUILDINGS.

All uses in IP zones shall be conducted wholly within a completely enclosed building, except for off-street parking and loading, store age, and the disposal of trash and refuse.

§ 10-3.11.514 DISPOSAL FACILITIES.

Trash and refuse collection and disposal facilities in IP zones shall be enclosed by a solid fence or hedge no lower in height than the facilities themselves.

§ 10-3.11.515 OFF-STREET PARKING.

All vehicle parking, including trucks, trailers, and employee and visitor parking, in IP zones shall be provided on the premises. All parking areas shall be paved. Parking shall not be located in the required front yard or street side yard of a corner lot, except that a visitor parking area shall be permitted in the required front yard.

§ 10-3.11.516 STORAGE.

Outside storage in IP zones shall not be permitted unless concealed from the view from a public street by a solid fence or hedge.

§ 10-3.11.517 FENCES.

No fence shall be permitted in the required front yard or in the required side yard for the street side of corner lots in IP zones.

§ 10-3.11.518 OFF-STREET LOADING.

Off-street loading in IP zones shall be within the building or in side or rear yards separated and protected from any traveled way by a fence or hedge not less than six feet in height.

§ 10-3.11.519 LANDSCAPING.

A minimum of 15 feet of front and street side yards in IP zones shall be permanently landscaped.

§ 10-3.11.520 TYPE OF FUEL.

Manufacturing and industrial processes in IP zones shall use only natural gas or electricity as fuel unless otherwise authorized by a use permit.

§ 10-3.11.521 BUILDINGS.

(A) All buildings, except as noted in subsection § 10-3.11.521(B), (C), and (D) below, shall be subject to review and shall be approved by the Development Review Committee.

(B) Temporary buildings for temporary construction purposes are a permitted use.

(C) Temporary or portable-type buildings for uses other than that specified in subsection § 10-3.11.521(B) may be permitted subject to approval of a use permit by the Planning Commission. The use permit review shall consider the need for the building, the time frame for its use, the location of the building, its compatibility with surrounding uses, and provision of skirting and screening of axles and mechanical equipment.

(D) Notwithstanding subsection § 10-3.11.521(C), temporary buildings for a short-term use, not to exceed a total of nine months, may be permitted with approval from the Planning Director subject to the review considerations set forth in subsection § 10-3.11.521(C) above.

§ 10-3.11.522 SIGNS.

Each parcel of land in IP zones shall be permitted a maximum of two signs, with a total aggregate surface area of 250 square feet but not to exceed 150 square feet per sign. The sign height shall be 15 feet. Signs shall only identify the on-site operation and products. All signs shall be subject to review and shall be approved by the Development Review Committee. All signs shall be subject to review and approval as required by Chapter 6 of this title.
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SPECIFIC PLAN ZONES (SP)

§ 10-3.11.601 PURPOSE AND APPLICATION.

The purpose of the SP zone is to accomplish the following:
(A) To provide a framework for how to analyze project level development standards and permitted uses in the SP zone district; and
(B) To provide a framework and requirements for approving specific plans proposed in the city by establishing a development review framework for comprehensibly planned communities pursuant to Cal. Gov't Code §§ 65450 to 65457 for the preparation of specific plans.

§ 10-3.11.602 APPLICABILITY.

(A) For properties already zoned SP, the allowed uses, allowed density, and required property development standards shall be as outlined in the applicable specific plan. Where the regulations of a specific plan are silent or not specifically referenced, the comparable regulations of these zoning regulations and all adopted ordinances, regulations, standards, and guidelines of the city shall apply, subject to the Planning Director's discretion, unless otherwise declared by the Planning Commission.
(B) For properties proposed to be rezoned to the SP zone, a specific plan meeting the requirements outlined below is required and must be submitted concurrently with the rezone request. The SP zone, including all standards and processes, is available to all new development proposals within the city, except those areas within the city limits already regulated by an existing adopted specific plan and approved prior to the adoption of this subchapter. Those areas shall be exempt from this chapter, and all activities within such areas shall be subject to the existing standards and procedures of the applicable specific plan.
(C) All new SP zones must encompass an area of no less than five acres of contiguous property.

§ 10-3.11.603 SPECIFIC PLAN REQUIRED ELEMENTS.

A specific plan shall provide regulations and design standards governing the minimum and maximum development parameters of all real property within the proposed SP zone district. All specific plans prepared and adopted under §§ 10-3.11.601 et seq. shall be consistent with the requirements of Cal. Gov't Code § 65450 as amended, and shall include, at a minimum, the following:
(A) Purpose. State the relationship to the goals and policies of the General Plan.

(B) Setting. State the existing and regional setting to establish the conditions and reasons for the project.

(C) Proposed land uses. Establish the distribution, type, definitions of, and regulations for all proposed land uses. The uses described within the specific plan shall be designed and developed in a manner consistent with the General Plan and § 10-3.11.604 below.

(D) Development standards. Establish all regulating policies and include all of the following for all building types:

(1) Building height, setbacks, massing, and design standards;

(2) Lot area, width, depth, and structural limitations;

(3) Maximum number of dwelling units and the maximum residential density (of the Specific Plan area and any individual site or portion);

(4) Usable open space provisions and requirements within the development;

(5) Off-street parking and loading facilities;

(6) Design and development standards (architectural, landscape, streetscape, street furniture, utilities, fence/wall types, and the like), which may include design themes or similar architectural treatments to control future construction of buildings on parcels covered by the Specific Plan. Site planning at the perimeter of the zone boundaries shall provide for the mutual protection of the zone and the surrounding property;

(7) Signage requirements shall be addressed, either through Chapter 6 of Title 10 (Sign Regulations) or by a unique sign program codified in the specific plan; and

(8) All areas for storage of vehicles, maintenance equipment, refuse and collection facilities, manufactured products, or other similar materials used by or in a manufacturing/fabricating process on-site shall be prohibited or shall be enclosed by a decorative, block, or brick wall and/or landscape screening in combination.

(E) Site planning. Establish a comprehensive map of all major streets, open spaces, private and public property, and land uses for all affected property, consistent with the intent of the General Plan.

(1) Consider and preserve environmentally sensitive resources (water courses, view sheds, drainage areas, wooded areas, rough terrain [canyons, ravines, steep slopes, ridges, knolls, promontories], and other similar natural features) and make provisions to retain natural features and amenities found on-site.

(2) Provide landscape architectural concept plans and standards, including project entries, streetscapes, fencing details, lighting, signage, utility, and street furniture.

(F) Infrastructure. Identify the proposed distribution, extent, intensity, and location of major components of public and private circulation/transportation, drainage, energy, sewers, solid waste disposal, water, and other essential facilities proposed.

(1) Include written analysis detailing plans for the construction, improvement, or extension of transportation facilities, public utilities, and all other public facilities/services required to serve the properties.

(2) Dedicate all public right-of-ways and public park spaces within or abutting the development to applicable city specifications.

(3) Private streets and alleys shall be designed to public street standards (where applicable), or propose modifications, and be privately owned and maintained for their intended purpose without public cost or maintenance responsibility.

(4) Consideration of other forms of access, such as pedestrian ways, paseos, courts, plazas, driveways, horse trails, bike trails, or open public parking areas, may be made at the time of specific plan consideration by the city.

(G) Maintenance. Provisions assuring the continued maintenance of private property, grounds, and all common areas shall be required.

(H) Phasing. Specific plans developed in phases or neighborhoods over a period of time, not developed in a consecutive and uninterrupted manner, shall be required to process each phase or neighborhood through separate entitlement processes.

§ 10-3.11.604 ALLOWED LAND USES.

(A) All use of lands within the SP zones shall be compatible with the purpose and intent of these zoning regulations.

(B) All use of lands within the SP zones shall be consistent or made consistent with the General Plan Land Use Map, which may include varying densities of residential, commercial, and/or industrial development.

(C) A new specific plan shall be processed using the same procedure as a General Plan amendment as well as a change of zone boundaries per §§ 10-3.1501 et seq.

OFF-STREET PARKING REGULATIONS

§ 10-3.1201 GENERAL REQUIREMENTS.

(A) It is the purpose of this section to allow evaluation of off-street parking requirements for vehicles to prevent or lessen the traffic congestion and parking problems on public streets and to leave street parking available to persons making short-term visits for shopping, personal business and related activities. Off-street parking and off-street loading facilities shall be provided incidental to new land uses and major alterations and enlargements of existing land uses. Major land use development proposals will be expected to meet on-site parking requirements and, for customer satisfaction, should want to provide parking for their convenience. On-site parking is a normal part of land use development and satisfying Code requirement will be the rule and not the exception. Allowing large scale or high intensity land uses an exception to Code requirements, or to pay in-lieu fees, may have a tendency to over-load the city's existing parking inventory on at least a short-term basis, and in the case of some areas, exceed the city's ability to satisfy long-term needs. The number of parking spaces and the number of loading berths prescribed in this subchapter, or to be prescribed by the Planning Commission, shall be proportional to the need for such facilities created by the particular type of land use. Off-street parking and loading areas shall be laid out in a manner that will ensure their usefulness, protect the public safety, and, where appropriate, insulate surrounding land uses from their impact. The provisions of this subchapter are intended to:

(1) Provide clear standards for parking requirements;

(2) Provide parking requirements that are appropriate for specified land uses;

(3) Provide for flexibility in meeting parking requirements;

(4) Ensure that parking requirements are consistent with the land use goals of the community; and

(5) Discourage unnecessary curb cuts and the loss of on-street parking spaces through the construction of driveways downtown.

The provisions of this subchapter are also intended to deal with major problems, conditions, and needs which are apparent in attempting to provide sufficient off-street parking facilities in areas of intense commercial development, including:

(1) The difficulty in assembling land by private means;

(2) The often excessive time required in assembling land by private means;

(3) The varying financial capabilities and traffic generating characteristics among the various types of commercial enterprises;

(4) The importance of avoiding the development of a fragmented pattern of off-street parking facilities which may bear little relation to the needs of a commercial area as a whole;

(5) The importance of prescribing regulations which will not inadvertently discourage private investment within the community while alleviating or preventing traffic congestion; and

(6) The importance of achieving a reasonable distribution of burden among private interests and the public at large consistent with their individual and collective responsibilities to provide off-street parking and loading facilities.

(B) Every building hereafter erected in the city shall be provided with parking spaces as provided in § 10-3.1202 of this subchapter, subject to the other provisions of this subchapter. Such parking spaces shall be made available and shall be maintained for parking purposes according to the required use of the building.

(C) Every building hereafter reconstructed, remodeled, or structurally altered shall be provided with parking spaces as required by the new use of the building. The parking spaces required by this subsection shall be determined by subtracting the number of parking spaces required by the provisions of § 10-3.1202 of this subchapter for the building as used prior to its reconstruction, remodeling, or structural alteration from the number of spaces required by § 10-3.1202 for the building for its proposed use after its reconstruction, remodeling, or structural alteration. Such parking spaces shall be made available and shall be maintained for parking purposes according to the required use of the building. For buildings other than dwellings, if the number of parking spaces thus determined does not exceed the number of spaces required by the provisions of § 10-3.1202 for the building as used prior to its reconstruction, remodeling, or structural alteration by at least 10% or by five spaces, whichever is greater, no additional parking space need be provided by reason of the reconstruction, remodeling, or structural alteration of the building. In the event it is not possible to determine the number of parking spaces required for a particular building in the manner set forth in this subsection, the Commission shall determine an adequate number of parking spaces for such a building based on standards comparable to those set forth in § 10-3.1202.

§ 10-3.1202 PARKING SPACES REQUIRED.

Except as provided in § 10-3.1205 of this subchapter, the number of off-street parking spaces required shall be as follows:

Use	Parking Spaces Required	Downtown Parking District Standards
Residential Dwellings	1 space for each bachelor or one bedroom dwelling unit and 1.5 spaces for dwelling unit having more than one bedroom, with one covered space per unit.	Same
Multi-Family Housing Projects	In addition to parking spaces required in residential dwellings above, all projects with six or more units shall also provide off-street parking for visitors at locations reasonably central to the units to be served at a rate of one space for the first five units and one space for each five units thereafter.	Same
Senior citizen housing projects under § 10-3.5.1 Affordable Housing Density Bonus	One covered parking space for each unit, plus one guest parking space provided at the rate of one space for every four units, which shall be located in close	Same

proximity and easily accessible to the units they are designated to serve. Employee parking shall be provided at a rate of one space per every two employees. Parking for a manager's quarters shall be required at the standard residential rate. Sufficient additional open space area shall be provided to allow for compliance with standard residential rates should the project be converted in whole, or in part, for occupancy by other than senior citizens.

Use	Parking Spaces Required	Downtown Parking District Standards
Residential Dwellings	aces for each bachelor or one bedroom dwelling unit and 1.5 spaces for dwelling unit having more than one bedroom. In each instance one space per unit must be covered.	Same
ulti-Family Housing Projects	dition to parking spaces required in residential dwellings above, all projects with six or more units shall also provide off-street parking for visitors at locations reasonably central to the units to be served.	Same
nior citizen housing projects under § 10-3.5.1 Affordable Housing Density Bonus	e cover parking space for each unit, plus one guest parking space provided at the rate of one space for every four units, which shall be located in close proximity and easily accessible to the units they are designated to serve. loyee parking shall be provided at a rate of one space per every two employees. Parking for a manager's quarters shall be required at the standard residential rate. fficient additional open space area shall be provided to allow for compliance with standard residential rates should the project be converted in whole, or in part, for occupancy by other than senior citizens.	Same

Use
Parking Spaces Required
Downtown Parking District Standards
Residential uses
Residential dwellings
1½ spaces for each bachelor or one bedroom dwelling unit and two spaces for dwelling unit having more than one bedroom. In each instance one space per unit must be covered.
Same

~~Multi-family housing projects~~

~~In addition to parking spaces required in residential dwellings above, all projects with six or more units shall also provide off-street parking for visitors at locations reasonably central to the units to be served at a rate of one space for the first four units and one space for each four units thereafter.~~

~~Same~~

~~Senior citizen housing projects under § 10-3.5.1 Affordable Housing Density Bonus~~

~~One cover parking space for each unit, plus one guest parking space provided at the rate of one space for every four units, which shall be located in close proximity and easily accessible to the units they are designated to serve.~~

~~Same~~

~~Employee parking shall be provided at a rate of one space per every two employees. Parking for a manager's quarters shall be required at the standard residential rate.~~

~~Sufficient additional open space area shall be provided to allow for compliance with standard residential rates should the project be converted in whole, or in part, for occupancy by other than senior citizens.~~

Use	Parking Spaces Required	Downtown Parking District Standards
Use	Parking Spaces Required	Downtown Parking District Standards
Rooming and lodging houses, fraternity and sorority houses, and private clubs having sleeping rooms	One space for each sleeping room.	Same
Motels	One space for each sleeping room, plus one space for each two employees.	Same
Hotels	One space for each three beds.	Same
Commercial and industrial uses		
Banks	One space for each 250 square feet of gross floor area.	Same
Business and professional offices	One space for each 300 square feet of gross floor area.	One space for each 450 square feet of gross floor area
Retail food stores	One space for each 250 square feet of gross floor area	One space for each 375 square feet of gross floor area
All other retail stores and personal service establishments, such as barber, beauty, and repair shops	One space for each 300 square feet of gross floor area	One space for each 450 square feet of gross floor area
Retail stores which handle only bulky merchandise, such as furniture, appliances, hardware, and similar establishments	One space for each 400 square feet of gross floor area, plus one space for each two employees.	One space for each 600 square feet of gross floor area

Motor vehicle sales, machinery sales, and auto repair garages	One space for each 400 square feet of gross floor area, plus one space for each two employees.	One space for each 600 square feet of gross floor area

Use	Parking Spaces Required	Downtown Parking District Standards

Use	Parking Spaces Required	Downtown Parking District Standards

Manufacturing, warehouses, storage uses, and wholesale houses	One space for each two employees, plus one space for each 300 square feet of office space and customer net floor area, plus one loading space for each 10,000 square feet of gross floor area.	One space for each two employees, plus one space for each 450 square feet of office space and customer net floor area, plus one loading space for each 10,000 square feet of gross floor area.
Places of assembly		
Establishments for the sale and consumption of food and beverages on the premises	One space for each three seats of a fixed nature, plus one space for each 50 square feet of net floor area available for non-fixed seating.	Same
Drive-in restaurants	One space for each three seats.	Same
Auditoriums	One space for each three seats.	Same
Theaters	One space for each five seats.	Same
Churches	One space for each four seats.	Same
Skating rinks, dance halls, and similar establishments	One space for each 50 square feet of net floor area used for dancing or skating or one space for each 200 square feet of gross floor area, whichever is greater.	Same
Libraries and museums	One space for each 400 square feet of gross floor area, plus one space for each two employees.	One space for each 600 square feet of gross floor area, plus one space for each two employees.
Mortuaries and funeral homes	One space for each vehicle used in conjunction with the establishment, plus one space for each two employees, plus one space for each four seats in the main chapel.	Same

Use	Parking Spaces Required	Downtown Parking District Standards

Use	Parking Spaces Required	Downtown Parking

		District Standards
All places of assembly without fixed seating, other than those uses set forth in establishments for the sale and consumption of food and beverages on the premises	One space for each 25 square feet of gross floor area used for assembly.	Same
Educational uses		
Elementary and junior high schools	One space for each faculty member and employee.	Same
High schools	One space for each individual employed on the campus, plus one space for each five students.	Same
Junior colleges, colleges, universities, and trade and draft schools	One space for each individual employed on the campus, plus one space for each two students not residing on the premises.	Same
Day care and nursery schools	One space for each employee	Same
School auditoriums, assembly halls, stadiums, and gymnasiums	One space for each three seats if such number will provide a greater number of spaces than set forth in elementary and junior high schools, high schools, and junior colleges, colleges, universities, and trade and draft schools.	Same
Health		
Medical and dental offices and clinics	Four spaces for each doctor, plus one space for each employee or one space for each 250 square feet of gross floor area, whichever is greater.	Same

Use	Parking Spaces Required	Downtown Parking District Standards
Use	Parking Spaces Required	Downtown Parking District Standards
Asylums, sanitariums, old-age homes, orphanages, convalescent homes, nursing homes, and children's homes	One space for each three beds plus one space for each two employees on the largest shift.	Same
Hospitals	One space for each two employees, plus one space for each doctor, plus one space for each three beds or one space for each 1,000 square feet of gross floor area, whichever is greater.	Same
Animal veterinary hospitals and clinics	Four spaces for each doctor, plus one space for each two employees.	Same

Public uses		
City, county, special districts, state, and federal administrative offices, excluding places of assembly	One space for each two employees, plus one space for each vehicle used in conjunction with the establishment, and one space for each 300 square feet of gross floor area.	Same
Public buildings and grounds, other than administrative offices and educational uses	One space for each two employees on the maximum work shift, plus the number of additional spaces prescribed by the Commission.	Same
Utility uses		
Electric distribution and transmission substations, gas regulator stations, sewage treatment plants, and other utility buildings and uses	One space for each two employees on the maximum work shift, plus one space for each 300 square feet of net floor open to the public.	Same

Use	Parking Spaces Required	Downtown Parking District Standards
Transportation facilities		
Airports, heliports, bus stations, truck terminals, and railroad stations and yards	One space for each two employees on the maximum work shift, plus the number of additional spaces prescribed by the Commission.	Same

§ 10-3.1203 PARKING REQUIREMENTS FOR USES NOT SPECIFIED.

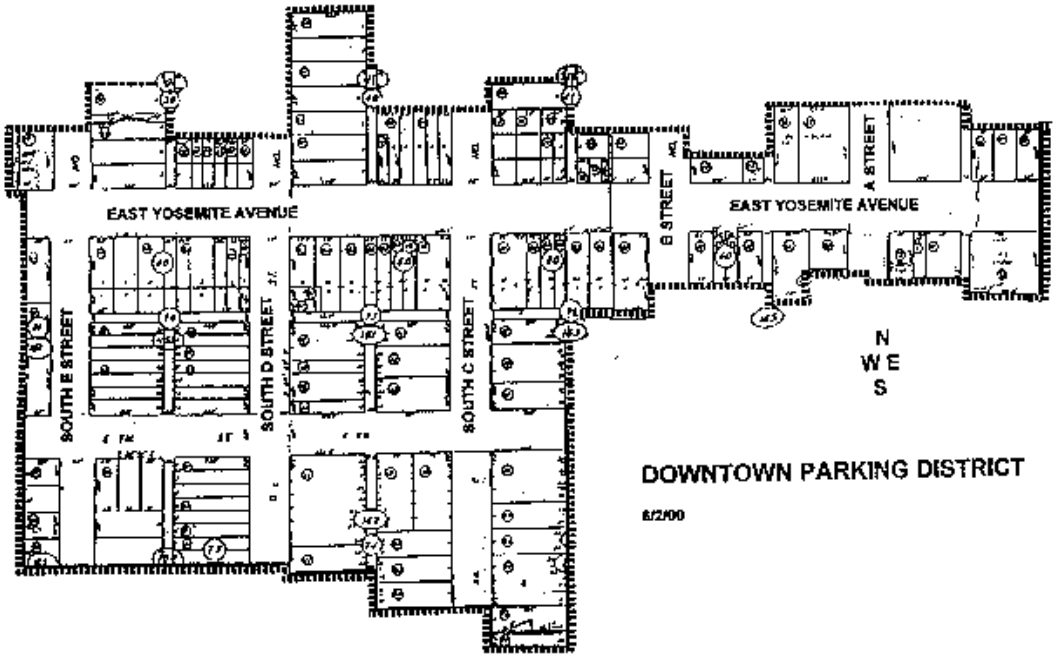
Where the parking requirements for a use are not specifically defined by this subchapter, the parking requirements for such use shall be determined by the Commission, and such determination shall be based upon the requirements for the comparable use specified in this subchapter.

§ 10-3.1204 IN LIEU PAYMENTS.

Within any parking district created under the Parking District Act of 1951 or any other Parking District Act approved by the City Council, in lieu of furnishing the parking spaces required by the provisions of this subchapter in case of the reconstruction, remodeling, or structural alteration of an existing building which has no existing off-street parking facilities or insufficient off-street parking facilities for its existing use, the parking requirements for such new, different, or expanded use may be satisfied by the payment to the city, prior to the issuance of a building permit, of the sum of $4,500 per parking space for each parking space required by the provisions of this subchapter. Such funds shall be deposited with the city in a special fund and shall be used and expended exclusively for the purpose of acquiring and developing off-street parking facilities located, insofar as practical, in the general vicinity of the buildings for which

the in lieu payments were made. Said parking fee shall be adjusted as required by the City Council based on the yearly increase in the Federal Consumers Price Index, or to more accurately reflect the cost of constructing off-street public parking facilities. Funds paid to the city for in-lieu parking shall not be refundable, in case of destruction or removal of the structure or land use for which the funds were paid. All in-lieu parking fees shall be paid prior to issuance of the first permit (any business license or building permit) for which the in-lieu fees are required.

(A) Downtown parking district.



(B) The determination for allowing payment of in-lieu fees for all or a part of the on-site parking otherwise required by the provisions of this subchapter shall be made by the Planning Commission on an individual basis in response to a request for exception filed by the applicant for the proposed new, different or expanded use. Parking adjustments provided under these provisions shall not decease the number of parking spaces otherwise required by this subchapter.

(C) Payment of in-lieu fees will generally be allowed only as a special exception, or applicable only under special circumstances.

(D) The Planning Commission will utilize the followings guidelines when evaluating a request for on-site parking exceptions:

(1) Payment of in-lieu fees may be considered for additions, expansions, or intensification.

(2) Payment of in-lieu fees may be considered when parcel size, shape, location, or limitations on access prevent development of on-site parking that would meet the design standards of this subchapter.

(3) If it is determined that providing parking on some sites will result in the loss of existing or potential on-street parking spaces due to the location of driveways or other improvements, the Planning Commission will consider the cumulative effect of providing off-street parking relative to the net gain in total parking spaces.

(4) Requests for exceptions involving properties that would otherwise be able to provide on-site parking meeting the requirements of this subchapter may be approved subject to meeting specific conditions, including but not limited to:

(a) Providing sufficient on-site parking to meet employee demands based on the maximum number on a peak shift or peak hour;

(b) Providing sufficient on-site handicapped parking spaces to meet standard requirements based on the number of spaces which would otherwise be required by this subchapter without consideration of in-lieu fees;

(c) Provide loading spaces that would otherwise be required for the proposed use based on the provisions of this subchapter.

(5) The following uses shall be excluded from requesting an exception to the parking provisions of this subchapter:

(a) All residential uses;

(b) All places of assembly (theaters, churches, lodges, etc.);

(c) All educational uses;

(d) All public uses.

(E) In granting an exception from the parking requirements of this subchapter and authorizing the payment of in-lieu fees, the Planning Commission must make at least one or more of the following findings:

(1) The project site for which the parking requirement applies is 5,000 square feet or less in size and has less than fifty feet (50') of street frontage.

(2) The construction of required driveway(s) for on-site parking would result in the excessive loss of curb parking on street.

(3) Because of special circumstances applicable to the property, including size, shape, location, or surroundings, the proposed use cannot conform with the strict application of the parking regulations and the property would be deprived of privileges enjoyed by other property in the vicinity.

(4) The applicant, as determined by the Planning Commission, has diligently pursued meeting the parking requirements both on-site and off-site, but has been unsuccessful in meeting the requirements.

(5) Exceptions shall be granted only when the establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.

(6) Any exception granted may be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

§ 10-3.1205 EXEMPTIONS FROM PARKING SPACE REQUIREMENTS.

(A) Existing buildings and uses. None of the requirements of this subchapter for off-street parking spaces shall apply to the use of a building in existence on August 1, 1978. No building, as it is used on August 1, 1978, shall be deemed to be nonconforming solely by reason of the lack of off-street parking spaces, provided that any portion of the premises available for off-street parking in connection with such building shall not be utilized for any purpose other than off-street parking if necessary to meet the requirements of this subchapter.

(B) Parking districts. None of the provisions of this subchapter which require the provisions of off-street parking spaces in connection with the use of property for commercial or industrial purposes shall apply to any parcel of existing improved property which is located within any parking district formed and existing under the Parking District Act of 1951 or any other parking district act approved by the Council, except any area within any such district which is available for off-street parking shall not be improved or changed without payment of the in lieu fees provided in § 10-3.1204. Determination of an area available for parking shall be made by the Planning Director whose determination shall be subject to review by the Planning Commission.

(C) Vacant parcels demolition and new facilities. None of the exemptions provided for in this section apply to vacant parcels of property or on parcels where existing buildings are demolished and a new facility is constructed, either in or out of a parking district.

§ 10-3.1206 REQUIRED IMPROVEMENT AND MAINTENANCE OF PARKING AREA.

Every lot used as a public or private parking area and having a capacity of five or more vehicles shall be developed and maintained in the following manner:

(A) Surface of parking area. Off-street parking areas shall be paved or otherwise surfaced and maintained so as to eliminate dust or mud and shall be so graded and drained as to dispose of all surface water. In no case shall such drainage be allowed to cross sidewalks, unless approved by the City Engineer.

(B) Border barricades, screening, and landscaping.

(1) Every parking area not separated by a fence from any street or alley property line upon which it abuts shall be provided with a suitable concrete curb or timber barrier not less than six inches in height, located not less than two feet from such street or alley property lines, and such curb or barrier shall be securely installed and maintained; provided, however, no such curb or barrier shall be required across any driveway or entrance to such parking area.

(2) Every parking area abutting property located in any R or PD zone shall be separated from such property by a solid wall, view-obscuring fence, or compact evergreen hedge a maximum of eight feet in height measured from the grade of the finished surface of such parking lot closest to the contiguous R or PD zone property, and a minimum of six feet in height as measured from the finished grade of the adjacent residential property; provided, however, no fence over three feet in height shall be constructed or grown to the front of any adjacent dwelling or within 25 feet of the street corner of any corner lot.

(3) The lights provided to illuminate any parking area or used car sales area permitted by this subchapter shall be arranged so as to reflect the light away from any premises upon which a dwelling unit is located.

(C) Entrances and exits. The location and design of all entrances and exits shall be subject to the approval of the City Engineer.

§ 10-3.1207 GENERAL REGULATIONS AND CONDITIONS.

The following regulations and conditions shall apply to all off-street parking facilities:

(A) Size and access. Each off-street parking space shall have a width of not less than nine feet and a length of not less than 19 feet except that up to 25% of the required parking spaces may be designated for compact car use in parking lots provided for uses other than residential dwelling units and having at least ten spaces. Compact car spaces shall have a minimum width of eight feet and a minimum length of 16 feet. Every space designated to accommodate compact cars shall be clearly marked as a compact space. Each space shall have adequate ingress and egress. Parking lot dimensions shall be set forth in the city standard specifications. When the required covered parking space for a dwelling unit is converted into a different use and occupancy, such required car space shall be relocated and covered by a garage or carport in accordance with the provisions of this chapter.

(B) Location. Off-street parking facilities shall be located as follows (where a distance is specified, such distance shall be the walking distance measured from the nearest point of the parking facility to the nearest point of the building such facility is required to serve):

(1) For single or multiple-family dwellings, parking facilities shall be located on the same lot or building site as the buildings they are required to serve;

(2) For hospitals, sanitariums, rest homes, asylums, orphanages, rooming houses, lodging houses, club rooms, and fraternity and sorority houses, not more than 150 feet from the buildings they are required to serve; and

(3) For uses other than those set forth in subsections § 10-3.1207(B)(1) and (2) of this subsection, not over 300 feet from the building they are required to serve.

(C) Mixed occupancies in a building. In the case of mixed uses in a building or on a lot, the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. The off-street parking facilities for one use shall not be considered as providing the required parking facilities for any other use, except as set forth in subsection § 10-3.1207(D) of this section for joint use.

(D) Joint use. The Building Department, upon an application by the owner or lessee of any property, may authorize the joint use of parking facilities by the following uses or activities under the conditions set forth:

(1) Up to 50% of the parking facilities required by this subchapter for a use considered to be primarily a daytime use may be provided by the parking facilities of a use considered to be primarily a nighttime use; up to 50% of the parking facilities required by this subchapter for a use considered to be primarily a nighttime use may be provided by the parking facilities of a use considered to be primarily a daytime use, provided such reciprocal parking area shall be subject to the conditions set forth in subsection § 10-3.1207(D)(4) of this section.

(2) Up to 100% of the parking facilities required by this subchapter for a church or for an auditorium incidental to a public or parochial school may be supplied by parking facilities of a use considered to be primarily a daytime use, provided such reciprocal parking area shall be subject to the conditions set forth in subsection § 10-3.1207(D)(4) of this section.

(3) The following uses are typical daytime uses: banks, business offices, retail stores, personal service shops, clothing or shoe repair or service shops, manufacturing or wholesale buildings and similar uses. The following uses are typical of nighttime and/or Sunday uses: auditoriums incidental to a public or parochial school, churches, dance halls, theaters, and bars.

(4) Conditions required for joint use:

(a) The building or use for which application is being made for authority to utilize the existing off-street parking facilities provided by another building or use shall be located within 150 feet of such parking facility;

(b) The applicant shall show that there is no substantial conflict in the principal operating hours of the building or uses for which the joint use of off-street parking facilities is proposed; and

(c) If the building, structure, or improvement requiring parking space is in one ownership, and the required parking space provided in another ownership, partially or wholly, there shall be a recording in the office of the County Recorder of a covenant by such owner for the benefit of the city in the form first approved by the city that such owner will continue to maintain such parking space so long as the building, structure, or improvement is maintained within the city. The covenant herein provided shall stipulate that the title to and right to use the lots upon which the parking space is to be provided will be subservient to the title to the premises upon which the building is to be erected and that it is warranted that such lots are not and will not be made subject to any other covenant or contract for use without the prior written consent of the city as authorized by the Council.

(E) Common facilities. Common parking facilities may be provided in lieu of the individual requirements contained herein, but such facilities shall be approved by the Building Department as to size, shape, and relationship to business sites to be served, provided the total of such off-street parking spaces, when used together, shall not be less than the sum of the various uses computed separately.

(F) Plans. Plans of the proposed parking area shall be submitted to the Building Department at the time of an application for a building permit for any building to which the parking area is accessory. The plans shall clearly indicate the proposed development, including the location, size, shape, design, curb cuts, lighting, landscaping, and other features and appurtenances of the proposed parking lot.

(G) Accessibility. Parking spaces shall be easily accessible by standard-size automobiles, shall be so designed as to be accessible from a public street or alley, and shall be located so that sufficient area is available for maneuvering purposes.

(H) Stalls. No parking space shall be so located as to require the moving of any vehicle on the premises in order to enter into or proceed out of any other stall; provided, however, this provision need not apply in the event the parking facility has an attendant at all times during the use of such facility.

(I) Backing onto streets. Automobile parking so arranged as to require the backing of motor vehicles from a parking space, garage, or other structure onto a major street, as designated by the Council, shall be prohibited when either or both of the following conditions exist:

(1) The property is adjacent to, and contiguous to, a public alley; or

(2) The width of the lot and/or the nature of the design of the existing and/or proposed structures is such that vehicles leaving the property may do so by moving in a forward direction with relation to the street.

(J) Fractional spaces. When units of measurements determining the number of required parking spaces result in a requirement of a fractional space, any fraction of ½ or greater shall require one parking space.

(K) Waiting areas. Adequate ingress, egress, and waiting areas for such uses as drive-in movies, banks, and restaurants shall be provided on the subject lot as required by the City Traffic Engineer.

(L) Loading spaces.

(1) In any zone, in connection with every building, or part thereof, erected on, or after, August 4, 1978, having a floor area of 5,000 square feet or more, which building is to be occupied by manufacturing, storage, warehouse, goods display, retail store, wholesale storage, market, hotel, hospital, mortuary, laundry, dry cleaning, or other uses similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained on the same parcel with such building at least one off-street loading space, plus one additional loading space for each additional 20,000 square feet, or fraction thereof, of gross floor area.

(2) Each loading space shall be not less than ten feet in width, 35 feet in length, and 14 feet in height.

(3) No such space shall be located closer than 50 feet to any parcel in any R zone, unless wholly within a completely enclosed building, or unless screened by a solid wall not less than eight feet in height.

§ 10-3.1208 PARKING IN THE R ZONES.

Every parking area located in an R zone shall be governed by the following provisions in addition to those required by § 10-3.1206 of this subchapter:

(A) Such parking area shall be incidental to, and accessory to, a use permitted in the zone in which the property is located or shall be incidental to, and accessory to, a commercial or industrial use located in a commercial or industrial zone immediately adjacent to the zone in which the property is located.

(B) Such parking area shall be so located that its boundary shall be adjacent to the site of the establishment to which it is accessory, except that the parking area may be separated from such site by an alley.

(C) Such parking area shall be used solely for the parking of private passenger vehicles.

(D) No sign of any kind, other than one designating entrances, exits, or conditions of use, shall be maintained on any such parking lot. Any such sign shall not exceed eight square feet in area.

USE PERMITS

§ 10-3.1301 USE PERMIT PREREQUISITE TO BUILDING PERMIT.

No building permit shall be issued in any case where a use permit is required by the terms of this chapter unless and until such permit has been granted by the Commission or Council and then only in accordance with the terms and conditions of the use permit granted. Use permits, revocable, conditional, or valid for a term period, may be issued for any of the uses or purposes for which such permits are required or permitted by the provisions of this chapter.

§ 10-3.1302 APPLICATION.

Applications for use permits shall be made in writing to the Commission on a form prescribed by the Commission. The applications shall be filed with the Planning Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and become a part of the permanent official records of the city.

§ 10-3.1303 FILING FEE.

Each application for a use permit shall be accompanied by a fee as established by resolution of the City Council; provided, however, public agencies shall not be required to pay such fee.

§ 10-3.1304 INFORMATION REQUIRED WITH APPLICATION.

The application for a use permit shall set forth in detail such facts as may be required by the Commission.

§ 10-3.1305 INVESTIGATION OF APPLICATION.

The Commission shall cause to be made by its own members, or members of its staff, such investigation of facts bearing upon the application as will serve to provide all necessary information to assure that the action on each application is consistent with the intent and purposes of this chapter.

§ 10-3.1306 PUBLIC HEARINGS.

(A) Whenever required by the provisions of this subchapter, or whenever deemed advisable by the Planning Commission, a public hearing shall be held on an application for a use permit. Not less than ten days before such public hearing, notice shall be given of such hearing in the following manner:

(1) By one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(2) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(3) In addition, for new commercial uses to be located in an existing tenant space in any commercial area, a notice shall also be conspicuously posted on the window or door of the establishment. The notice shall be a minimum of 11 × 17 inches, contain the information specified in § 10-3.1306(A) above, and shall be brightly colored as a means of attracting attention to its content.

(4) Notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

(5) The public review period for the environmental determination shall be consistent with the requirements of the California Environmental Quality Act ~~(negative declaration) shall not be less than 21 calendar days (30 days if State Clearinghouse review is required)~~.

(6) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

(B) The hearing shall be held pursuant to the rules for conduct established by the Planning Commission.

§ 10-3.1307 ACTION BY COMMISSION.

(A) The action by the Commission upon the application for a use permit shall be by a majority of the members of the Commission present at the meeting where such application is considered.

(B) In order to grant any use permit, the ~~findings of the~~ Commission shall first find that all of the following apply~~be that the establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city. For the purposes of this section the establishment, maintenance or operation of the use or building shall be deemed to be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city if any of the following conditions can be found or can be reasonably expected to exist after establishment~~:

(1) The proposal is consistent with the General Plan and Zoning Ordinance. ~~The commission of three or more violent felonies (crimes against the person) and/or narcotic or dangerous drug sales within the subject premises or in the area immediately adjacent thereto.~~

(2) The proposed use will be compatible with the surrounding properties. ~~The arrest of the owner and/or an employee for violations occurring within the subject premises, or in the area immediately adjacent thereto, which violations can be found to be reasonably related to the operation of the business.~~

(3) The establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City. ~~The sustaining by the subject premises of an administrative suspension or revocation or other such sanction as may be imposed by the California State Department of Alcoholic Beverage Control, including payment in lieu of such suspension or revocation.~~

~~(4) The failure by the owner or other person responsible for the operation of the premises to take reasonable steps to correct objectionable conditions after having been placed on notice by the official of the city that such conditions exist. Such official may include, but not be limited to the: Code Enforcement Officer, Police Chief, Fire Marshall or City Attorney. Objectionable conditions may include, but not be limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passers by, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking or excessive loud noise. Such conduct shall be attributable to the subject premises whether occurring within the subject premises or in the area immediately adjacent thereto.~~

(C) The Commission may designate such conditions in connection with the use permit as it deems necessary to secure the purpose of this chapter and may require such guarantees and evidence that such conditions are being or will be complied with.

(D) Use permits issued authorizing the sale of alcoholic beverages for consumption on the premises shall include a requirement that such permits shall be subject to annual review by the Planning Commission for determination of compliance with the terms and conditions of the issuance of such permits and for termination thereof, as more particularly provided in § 10-3.1311 of this code.

§ 10-3.1308 EFFECTIVE DATE.

No use permit granted by the Commission shall become effective until after an elapsed period of 10~~5~~ days from the date of the action by the Commission.

§ 10-3.1309 APPEALS.

During the period of 10~~5~~ days referred to in § 10-3.1308 of this subchapter, written appeal from the action of the Commission may be taken to the Council by any person aggrieved or affected by any determination by the Commission in connection with any application for a use permit or upon failure of the Commission to make its determination on any application within 30 days from the date of receipt by the Commission from the Planning Director of the application. Such appeal shall be filed in triplicate with the City Clerk and shall state the grounds therefor and wherein the Commission failed to conform to the requirements of this chapter. The City Clerk shall forthwith transmit one copy of the appeal to the Planning Director. The appeal shall stay all proceedings in furtherance of the action appealed from until the determination of the appeal, and the use permit shall not become effective until the determination of the appeal.

§ 10-3.1310 ACTION ON APPEALS BY COUNCIL.

(A) The Council, at its next duly held meeting, shall set a date and time for a public hearing on the appeal and shall cause notice of such hearing to be posted in the vicinity of the property described in the application.

(B) The Commission shall submit to the Council a report setting forth the reasons for the action taken by the Commission, or a member of the Commission shall be present at such public hearing to represent the Commission.

(C) The Council shall render its decision within 60 days after the filing of such appeal.

(D) Review by the Council is de novo. The Council may, by resolution, affirm, reverse, or modify, in whole or in part, any decision, determination, or requirement of the Commission but before granting any appealed petition which was denied by the Commission, or before changing any of the conditions imposed by the Commission in a use permit granted by the Commission~~, the Council shall make a written finding of fact setting forth wherein the Commission's findings were in error.~~

(E) A five-sevenths vote of the whole of the Council shall be required to grant, in whole or in part, any appealed application denied by the Commission.

§ 10-3.1311 TERMINATION AND REVOCATION.

(A) Any use permit granted by the city as herein provided shall be conditioned upon the privileges granted therein being utilized within 12 months after the effective date thereof. Failure to utilize such permit within such 12-month period shall render the permit null and void unless a written request for extension is submitted to the Planning Commission prior to the expiration of the permit. The Planning Commission shall review the request at its next regular meeting and may grant or conditionally grant an extension as it deems appropriate. Use permits utilized but later abandoned for a period of 12 consecutive months shall automatically terminate unless a written request for extension is submitted and approved as described in this section.

(B) All use permits which have been granted as provided in this chapter may be revoked by the Commission after a hearing as set forth below in the event the user of such permit, or his or its successor in interest to the real property in favor of which the permit was granted, breaches or fails to abide by any of the conditions designated in such permit, or conducts any use or activity on such property contrary to the provisions of this code, provided, however, special rules and regulations apply to use permits issued authorizing the sale of alcoholic beverages. Use permits which have been granted as provided in this chapter authorizing the sale of alcoholic beverages for consumption on [or off] the premises shall be subject to annual review for a determination of compliance with all of the terms and conditions of the issuance of the permit and to determine the existence of conditions or occurrences that are or may contribute to the detriment of the health, safety, peace, morals, comfort and general welfare of the persons

residing or working in the neighborhood of the use or detrimental or injurious to property and improvements in the neighborhood or general welfare of the city. For the purposes of this section the establishment, maintenance or operation of the use or building shall be deemed to be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city if any of the following conditions can be found to exist:

(1) The commission of three or more violent felonies (crimes against the person) and/or narcotic or dangerous drug sales within the subject premises or in the area immediately adjacent thereto.

(2) The arrest of the owner and/or an employee for violations occurring within the subject premises, or in the area immediately adjacent thereto, which violations can be found to be reasonably related to the operation of the business.

(3) The sustaining by the subject premises of an administrative suspension or revocation or other such sanctions as may be imposed by the California State Department of Alcoholic Beverage Control, including payment in lieu of such suspension or revocation or other sanction.

(4) The failure by the owner or other person responsible for the operation of the premises to take reasonable steps to correct objectionable conditions after having been placed on notice by the official of the city that such conditions exist. Such official may include, but not be limited to the: Code Enforcement Officer, Police Chief, Fire Marshall or City Attorney. Objectionable conditions may include, but not be limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passers by, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking or excessive loud noise. Such conduct shall be attributable to the subject premises whether occurring within the subject premises or in the area immediately adjacent thereto.

If at such annual review the Planning Commission finds based on the evidence presented that there have been three or more incidents as described above, the use permit issued for such premises may be revoked.

(C) No use permit shall be revoked without the Commission's having first held a hearing thereon after having delivered written notice of such hearing at least five days prior thereto to the permittee at the address of the property which is the subject of such permit, or, if the property is unimproved, to the address of the owner thereof as shown on the last equalized assessment roll in the office of the Assessor of the county.

(D) The City Staff is hereby authorized and directed to monitor the uses of property where alcoholic beverages are sold for consumption on or off the premises for which a use permit has not been issued because of their existence before use permits were required but which uses have been continued as legal non-conforming uses. Such monitoring shall include an annual review of such operations as required by Section 10-3.1311 of the Municipal Code. If the Planning Commission finds the existence of the matters set forth in Section 10-3.1311 of the Municipal Code, such findings shall constitute a determination that such use of the property is detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such use and is detrimental or injurious to property and improvements in the neighborhood and general welfare of the city, and the Commission shall, at their discretion, refer the matter to the Code Enforcement Officer for abatement, submit a letter to the State Alcoholic Beverage Commission for initiation and/or inclusion in a nuisance file for the subject property, or submit to the Council the Commission's recommendation for abatement of such use as a public nuisance. For the purposes of this section the establishment, maintenance or operation of the use or building shall be deemed to be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city if any of the following conditions can be found or can be reasonably expected to exist after establishment:

(1) The commission of three or more violent felonies (crimes against the person) and/or narcotic or dangerous drug sales within the subject premises or in the area immediately adjacent thereto.

(2) The arrest of the owner and/or an employee for violations occurring within the subject premises, or in the area immediately adjacent thereto, which violations can be found to be reasonably related to the operation of the business.

(3) The sustaining by the subject premises of an administrative suspension or revocation or other such sanctions as may be imposed by the California State Department of Alcoholic Beverage Control, including payment in lieu of such suspension or revocation.

(4) The failure by the owner or other person responsible for the operation of the premises to take reasonable steps to correct objectionable conditions after having been placed on notice by an official of the city that such conditions exist. Such official may include, but not be limited to the Code Enforcement Officer, Police Chief, Fire Marshall or City Attorney. Objectionable conditions may include, but not be limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passers by, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking or excessive loud noise. Such conduct shall be attributable to the subject premises whether occurring within the subject premises or in the area immediately adjacent thereto.

(E) The City Council shall, upon receipt of a recommendation for action on or against an establishment from the Planning Commission, set the item for a public hearing at the earliest opportunity. Such action on or against an establishment may include, but not be limited to, the endorsement and forwarding of a letter addressed to the local field office of the State Alcoholic Beverage Commission, outlining a specific complaint or complaints against an establishment, or direction to staff to commence abatement of the establishment as a public nuisance, or referral of the matter to the Code Enforcement Division. Commencement of such action shall not prevent the City Council from ordering the City Attorney to commence civil action to abate a nuisance in addition to, or in conjunction with, the proceedings set forth above; nor shall anything in this chapter prevent the city from commencing a criminal action with respect to the nuisance in addition to, or in conjunction with the proceedings set forth in this chapter.

§ 10-3.1312 USE PERMIT - LARGE FAMILY DAY CARE HOMES.

(A) Application procedure.

(1) Applications for large family day care homes shall be processed in accordance with the provisions of this section. For the purposes of this section, LARGE FAMILY DAY CARE HOME(S) shall mean a day care home which provides care consistent with Cal. Health and Safety Code § 1596.78(b).

(2) The applicant shall pay a fee as set forth in the Madera Planning Processing Fee Schedule as set by resolution of the City Council.

(3) Application for a large family day care home use permit shall be filed with the Planning Department in accordance with the requirements of § 10-3.1302.

(4) No less than ten days prior to the date on which the decision will be made on the application, the Planning Director, or his or her designee, shall give notice of the proposed use by mail to all owners shown on the last equalized assessment roll as owning real property within 100 feet of the exterior boundaries of the site of the proposed use.

(5) If no hearing is requested by the applicant, or other affected person, the Planning Director shall approve, approve in modified form, or deny the application. The Planning Director shall grant the use permit if the proposed large family day care home, as applied for or as conditioned, complies with the standards set forth in this section.

(6) If a hearing is requested by the applicant, or other affected person, a public hearing shall be held before the Planning Commission prior to a decision being made. No public hearing shall be held unless such a hearing is requested.

(7) Upon close of the public hearing, if a hearing has been requested, the Planning Commission shall approve, approve in modified form, or deny the application. The Planning Commission shall grant the use permit if the proposed large family day care home, as applied for or as conditioned, complies with the standards set forth in this section.

(8) Any action of the Planning Director on the application of a use permit for a large family day care home may be appealed to the Planning Commission. Any action on the application of a use permit for a large family day care home of the Planning Commission may be appealed to the City Council.

(9) No person shall operate a large family day care home in any single-family residential zone without first obtaining a use permit in compliance with the standards as set forth in division (B) of this section.

(B) Large family day care standards. The Planning Director or Planning Commission shall grant an application for a use permit to operate a large family day care home if it finds that all of the following standards have been met, and shall require that such standards be met at all times and maintained throughout the use of the permit by the proposed operator:

(1) The operator shall reside in the home, and the home shall be the operator's legal principal residence. The operator shall provide adequate written evidence of its residency.

(2) The use of the home as a large family day care home shall be clearly incidental and secondary to the primary residential use of the home and property.

(3) The property and home shall not have been altered or structurally changed in a way which is adverse to the character or appearance of the neighborhood or residential zone.

(4) One off-street parking space shall be provided for each non-resident employee. Such parking space shall be in addition to the minimum parking requirements applicable to the property consistent with the provisions of this chapter, including, but not limited to, provisions applicable to legal, non-conforming residential buildings. The residential driveway is acceptable so long as the parking space does not conflict with any required child drop-off/pickup area and does not block the public sidewalk or right-of-way.

(5) The garage shall not be used for any purpose relating to the care giving of the children unless it has been converted in accordance with the provisions of this chapter. Replacement parking (if needed) shall be sufficient to comply with the requirements of this chapter, including the provisions of this section.

(6) Sufficient procedures for the loading and unloading of children from vehicles shall have been submitted by applicant. If there is not sufficient on-street parking to allow for the safe loading and unloading of children from vehicles, the driveway shall be used for this purpose. The public sidewalk and/or right-of-way shall not be blocked while completing the loading and unloading process. Double parking in the street is prohibited. The applicant shall be responsible for the safe loading and unloading of children and shall distribute a notice of loading and unloading procedures to all persons that utilize services of the large family day care home. The day care provider is responsible for adherence to these rules.

(7) If the residence is located on a major arterial street, there must be a drop-off/pickup area designed to prevent vehicles from backing onto the major arterial roadway.

(8) No signs or other indicia may be used to identify the residence as a large family day care home, and no such signs or indicia may be visible from the right-of-way.

(9) There shall be a minimum distance of 300 feet between the parcel on which the large family day care home is located and the nearest parcel containing a licensed large family day care home.

(10) No more than one large family day care home shall be permitted within a 500 foot radius of any child day care facility or elementary school.

(11) The applicant shall be in compliance with all applicable regulations of the Fire Department and the Building Official regarding health and safety requirements.

(12) The applicant shall have applied for a large family day care home license from the State of California, Department of Social Services.

(13) The applicant shall not allow smoking within the residence when any of the children being cared for are present in the residence.

(14) Large family day care homes shall not create noise levels in excess of those allowed in single-family residential areas in the noise element of the General Plan. The Planning Commission may impose

reasonable limits on the hours of operation of the large family day care home in order to ensure that these limits are met.

VARIANCES

§ 10-3.1401 NECESSITY.

(A) Where practical difficulties, unnecessary hardships, or results inconsistent with the general purposes of this chapter may result from the strict and literal application of any of the provisions of this chapter, a variance may be granted as provided in this subchapter. All acts of the Commission and Council under the provisions of this subchapter shall be construed as administrative acts performed for the purpose of assuring that the intent and purposes of this chapter shall apply in special cases, as provided in this subchapter, and shall not be construed as amendments to the provisions of this chapter or the zoning maps.

(B) No variance shall be granted to authorize the use of land which is not in conformity with the use regulations specified for the district in which the land is located.

§ 10-3.1402 NECESSARY CONDITIONS.

Variances shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the zoning regulations deprives such property of privileges enjoyed by other property in the vicinity under identical zoning classifications. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

§ 10-3.1403 APPLICATIONS.

Applications for variances shall be made in writing to the Commission on forms prescribed by the Commission. The application shall be filed with the Planning Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and shall become a part of the permanent official records of the city. Copies of all notices, reports, and actions pertaining to the application shall be attached.

§ 10-3.1404 FILING FEE.

Each application for a variance shall be accompanied by a fee in an amount as established by resolution of the City Council. The requirement of the filing fee shall not apply to public agencies.

§ 10-3.1405 INFORMATION REQUIRED WITH APPLICATION.

The application for a variance shall set forth in detail such facts as may be required by the Commission and as may relate to the conditions specified in § 10-3.1402 of this subchapter and shall be accompanied by:

(A) A legal description of the property involved and the proposed use, with plot plans showing locations of all proposed buildings or facilities as well as existing buildings and a description of the proposed use;

(B) A reference to the specific provisions of this chapter from which such property is sought to be excepted; and

(C) Evidence of the ability and intention of the applicant to proceed with actual construction work in accordance with such plans within 90 days from the date of granting the application.

§ 10-3.1406 INVESTIGATION OF APPLICATIONS.

The Commission shall cause to be made by its own members, or members of its staff, such investigation of facts bearing upon such application as will serve to provide all necessary information to assure that the action on each such application is consistent with the intent and purposes of this chapter and with previous amendments, variances, or modifications.

§ 10-3.1407 NOTICE OF PUBLIC HEARING.

(A) Whenever required by the provisions of this subchapter, or whenever deemed advisable by the Planning Commission, a public hearing shall be held on an application for a variance. Not less than ten days before such public hearing, notice shall be given of such hearing in the following manner:

(1) By one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(2) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(3) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

(4) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

(B) The hearing shall be held pursuant to the rules for conduct established by the Planning Commission.

§ 10-3.1408 PUBLIC HEARING.

Public hearings for variance applications shall be held before the Commission at the time and place for which public notice has been given. The Commission may establish its own rules for the conduct of such hearing. Any such hearings may be continued, provided, prior to the adjournment or recess thereof, the presiding officer at such hearing announces the time and place to which such hearing will be continued.

§ 10-3.1409 ACTION BY THE COMMISSION.

Within 30 days after the conclusion of the public hearing thereon, the Commission shall grant the variance with such conditions as it deems necessary or shall deny the variance. In the event of the granting of a variance, the Planning Director shall notify the applicant therefor of such granting in writing, and such variance shall be effective upon execution by the applicant of an acceptance thereof and agreement to abide by all the conditions attached thereto.

§ 10-3.1410 APPEALS TO THE COUNCIL.

Any applicant for a variance aggrieved by the action of the Commission upon such application may appeal the decision of the Commission to the Council. Such appeal shall be made within ten calendar days after receipt of notice of the action of the Commission and shall be submitted in writing to the City Clerk. Thereafter, the Council may affirm, modify, or reverse the decision of the Commission as it deems fit. Failure of the Council to take action upon such appeal within 30 days after consideration of any such appeal at a Council meeting shall constitute an affirmance of the action of the Commission unless specifically otherwise stated by minute order of the Council before the expiration of such 30-day period.

§ 10-3.1411 TERMINATION.

If the use authorized by any variance is or has been unused, abandoned, or discontinued for a period of six months, or if the conditions of the variance have not been complied with, the variance shall become null and void and of no effect; excepting that where construction of buildings, structures, and/or facilities is necessary, work on such construction shall be actually commenced within the aforesaid six-month period and shall be diligently prosecuted to completion; otherwise the variance shall be automatically null and void and of no effect.

ZONING TEXT AND MAP AMENDMENTS

§ 10-3.1501 NECESSITY.

Whenever the public necessity, convenience, general welfare, or good zoning practices require, this chapter may be amended by changing the zone boundaries or by changing any other provisions hereof.

§ 10-3.1502 INITIATION OF PROCEDURE.

An amendment may be initiated by:

(A) Resolution of intention of the Council;

(B) Resolution of intention of the Commission or the Director; or

(C) The verified application of one or more of the owners of the property within the area proposed to be changed.

§ 10-3.1503 APPLICATION FOR CHANGE.

Applications for any change of zone boundaries or reclassification of zones or change of any other provision of this chapter shall be filed with the Planning Director. Such applications shall be upon forms and accompanied by such data and information as may be prescribed for that purpose by the Commission so as to assure the fullest practicable presentation of facts for the permanent record.

§ 10-3.1504 FILING FEE.

Each application for any change of zone boundaries shall be accompanied by a fee as established by resolution of the City Council, no part of which shall be returnable to the applicant.

§ 10-3.1505 INVESTIGATION.

The Commission shall cause to be made by its own members, or members of its staff, such investigation of facts bearing upon such application as will serve to provide all necessary information to assure that the action on each such application is consistent with the intent and purposes of this chapter. Any failure to conduct an investigation will not invalidate any proceedings for amendment of this chapter.

§ 10-3.1506 NOTICES.

(A) Any amendment to this title, other than an amendment which changes any property from one zone to another, or which imposes any regulation relating to the use of buildings, structures, and land, or the location, height, sizes of buildings, or sizes of yards, courts, and open spaces, or which establishes building setback lines along any street, road, or alley, shall be considered by the Planning Commission at a public hearing for the purpose of providing a recommendation to the City Council. Not less than ~~ten~~ 20 days prior to a public hearing of the Planning Commission and not less than 10 days before such public hearing of the City Council, notice shall be given of such hearing in the following manner: by one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(B) In the event a proposed amendment changes any property form one zone to another, or imposes any regulation relating to the use of buildings, structures, and land, or the location, height, sizes of buildings, or sizes of yards, courts, and open spaces, or which establishes building setback lines along any street, road, or alley, the following additional notice shall be provided for a public hearing:

(1) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(2) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

(3) The public review period for the environmental determination ~~(negative declaration) shall not be less than 21 calendar days (30 days if State Clearinghouse review is required)~~ shall be consistent with the requirements of the California Environmental Quality Act.

(4) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

§ 10-3.1507 PUBLIC HEARING.

Public hearings, as required by the provisions of this subchapter, shall be held before the Commission which may establish its own rules for the conduct thereof. Any such hearing may be continued by oral pronouncement prior to its close and such pronouncement shall serve as sufficient notice of such continuance and without recourse to the form and manner of public notice as provided for in this subchapter.

§ 10-3.1508 FINDINGS OF THE COMMISSION.

After the conclusion of the public hearings, the Commission shall render a report and recommendation to the Council within 90 days after the notice of the first of such hearings provided that such time limit may be extended upon the mutual agreement of the parties having an interest in the proceedings. Failure of the Commission so to report within 90 days without the aforesaid agreement shall be deemed to constitute ~~an~~ a recommendation of approval of the proposed amendment by the Commission.

§ 10-3.1509 ACTION BY COUNCIL.

(A) Upon receipt of such report from the Commission or upon the expiration of 90 days, the Council shall set the matter for public hearing, notice of which shall be given by one publication not less than ten days before the date of the hearing in a newspaper of general circulation within the city; provided, however, if the matter under consideration concerns the change of property from one zone to another, and the Commission has recommended against the adoption of such amendment, the Council need not take any further action thereon unless the Council so desires or unless an interested party shall request a hearing thereon by filing a written request with the City Clerk within five days after the Commission files its recommendations with the Council.

(B) After the conclusion of such hearing, the Council may adopt the amendment, or any part thereof, set forth in the petition in such form as the Council may deem to be advisable.

§ 10-3.1510 USE PERMITS REQUIRED.

From and after the date of adoption of the Resolution of Intention by the Council or the Commission, or on the date of filing of the verified application with the Commission for a proposed change of zone or zone boundaries, all uses within the area proposed to be changed shall be permitted only upon first securing in each case a use permit from the Commission. All uses permitted pursuant to such use permits shall be limited to the uses allowable within the existing zone of such area. In the event the proposal to change the zone is for a more restricted zone, the Commission may restrict the uses within such area to the more restricted proposed zone.

§ 10-3.1511 SPECIAL ZONING EXCEPTIONS.

Notwithstanding any other provisions of this chapter, if an application for a change of zone boundaries or reclassification of zones is filed with the Commission, accompanied by a proposal for the use of such property as hereinafter set forth, the Commission may recommend that the Council, instead of granting or denying such application, authorize the issuance of a special zoning exception which will permit the development or use of such property in accordance with such proposed development Before consideration by the Commission or Council of the granting of a special zoning exception, an applicant shall submit all of the following information:

(A) Three prints of a site plan drawn to scale which shall contain the following information:

(1) Lot dimensions;

(2) Location, elevations, size, height, and the proposed use of all buildings and structures;

(3) Location and dimensions of yards and spaces between buildings;

(4) Location, height, and type of construction of walls and fences;

(5) Location of off-street parking facilities, including the number of spaces, the dimensions of the parking area, and the internal circulation pattern;

(6) Access points for pedestrians, vehicular and service traffic, and internal circulation;

(7) Location, size, and height of any proposed signs;

(8) Loading areas, including the dimensions, the number of spaces, and the internal circulation;

(9) Location and general nature and hooding devices for lighting;

(10) Dedications for public use and proposed improvements; and

(11) Landscaping and such other data as may be required by the Planning Engineer or the Commission; and

(B) Facts which will enable the Commission to find all of the following:

(1) That if a special zoning exception is granted, there will be compliance with all the applicable provisions of this code; and

(2) That the public health, safety, and welfare will not be affected or that damage or prejudice to other property or improvements in the vicinity will not result if a special zoning exception is allowed.

§ 10-3.1512 EXCEPTIONS PROCEDURE.

If an application is submitted to the Planning Engineer in accordance with the provisions of § 10-3.1511 of this subchapter, all other provisions of this subchapter shall apply to the processing of the application for the proposed change in zone boundaries; provided, however, if a special zoning exception is authorized by the Council, after the conclusion of the public hearing upon the application for the change in zone boundaries, no action shall be taken by the Council to effectuate any such change until it has been determined that all of the conditions of the granting of the special exception have been met. Each special zoning exception shall specify a certain date on, or before, which work upon the proposed use of the land shall have been commenced to the satisfaction of the Planning Engineer. The failure of an applicant or his or her successor in interest to the property involved to commence such work within such time shall nullify the special zoning exception, and the application for the change of zone shall be deemed denied.

§ 10-3.1513 CONDITIONS.

Special zoning exceptions may be granted in accordance with this subchapter subject to any or all of the conditions hereinafter set forth by way of example only and not by way of limitation:

(A) Construction of special yards, spaces, and buffers;

(B) Construction of fences and walls;

(C) Surfacing of parking areas to city specifications;

(D) Dedication of property for public use and completion of improvements, including service roads or alleys;

(E) Regulation of points of vehicular ingress and egress;

(F) Regulation of signs;

(G) Completion of landscaping and provisions for the maintenance thereof;

(H) The establishment of restrictions to control noise, vibration, odors, and other similar characteristics;

(I) The posting of faithful performance and labor and materials' bonds in amounts recommended by the City Engineer to insure completion of any public improvements which are required to be made as a condition of the granting of the zoning exception. Such work shall be completed within the time specified by the Council; provided, however, if no time is specified by the Council, such work shall be completed in one year from the date the special zoning exception is approved; and

(J) Such other conditions as will make possible the development of the city in an orderly and efficient manner in conformity with the intent and purposes set forth in this chapter.

§ 10-3.1514 BUILDING PERMITS.

Before any building permit shall be issued for any building or structure proposed as part of the approved site plan referred to in § 10-3.1511 of this subchapter, the Building Inspector shall secure written approval from the Planning Engineer that the proposed building location is in conformity with the site plan and conditions approved by the Council. Before a building may be occupied, the Building Inspector shall certify to the Planning Engineer that the site has been developed in conformity with the site plan and conditions approved by the Council.

§ 10-3.1515 REZONING UPON COMPLETION OF WORK.

Upon the development and use of property in accordance with the provisions of § 10-3.1513 of this subchapter, the district, or part thereof, for which the special zoning exception was granted shall be thereupon rezoned, altered, amended, and established in accordance with the original application, or as set forth in the order of the Council made at the time such zoning exception was granted.

INTERPRETATION, ENFORCEMENT, VIOLATIONS, AND PENALTIES

§ 10-3.1601 INTERPRETATION.

(A) The Commission shall have the power to hear and decide appeals based on the enforcement or interpretation of the provisions of this chapter.

(B) In the event an applicant is not satisfied with the action of the Commission on any particular matter, he or she may, within 10 days from the date of such action, appeal in writing to the Council.

(C) The appeal to the Council shall set forth specifically wherein the Commission's findings were in error and wherein the public necessity, convenience, and welfare or good zoning practices require such change.

(D) Notice shall be given to the Commission of such appeal, and a report shall be submitted by the Commission to the Council setting forth the reasons for action taken by the Commission, or the Commission shall be represented at the Council meeting.

~~(E) The Council shall render its decision within 30 days following the filing of such appeal.~~

§ 10-3.1602 ENFORCEMENT.

(A) Issuance of permits and licenses. All departments, officials, and public employees of the city vested with the duty or authority to issue permits and licenses shall conform to the provisions of this chapter. No permit or license for uses, buildings, or purposes in conflict with the provisions of this chapter shall be issued. Any permit or license issued in conflict with the provisions of this chapter shall be null and void. It shall be the duty of the Planning Director to enforce the provisions of this chapter pertaining to the erection, construction, reconstruction, moving, conversion, alteration, or addition to any building by structure.

(B) Approval of Planning Director. Before issuing a business license for any new business, or before issuing a business license for a new location of any existing business activity, the Finance Department shall obtain the approval of the Planning Director respecting compliance with the provisions of this chapter.

§ 10-3.1603 VIOLATIONS OF CHAPTER; DECLARATION OF NUISANCE.

(A) Any person, whether as principal, agent, employee, owner, occupant, tenant, lessee or otherwise, violating or causing the violation of any of the provisions of this chapter, except §§ 10-3.1603(B)(12), (B)(13) or (B)(17) is specifically declared to be guilty of a misdemeanor. Any person, whether as principal, agent, employee, owner, occupant, tenant, lessee or otherwise, violating or causing the violation of any of the provisions of §§ 10-3.1603(B)(12), (B)(13) or (B)(17) of this chapter is specifically declared to be guilty of an infraction. Any building or structure set up, erected, constructed, operated, or maintained contrary to the provisions of this chapter, and any use of any land, building or premises established, conducted, operated, or maintained contrary to the provisions of this chapter and any uses of real property as hereinafter set forth shall be and are declared unlawful and a public nuisance.

(B) In addition and supplemental to the terms and provisions of this chapter, the hereinafter activities of any person owning, leasing, occupying, or having charge or possession of real property in this city are declared a public nuisance and shall be abated as hereinafter set forth. The conduct consists of the following:

(1) The maintenance of any building or property in such a manner as to constitute a fire hazard or danger to human life or the maintenance or failure to maintain the property so as to constitute a fire hazard or a likely habitat for vermin or to maintain property, the topography or configuration of which, whether a natural state or as a result of grading operations, causes or will cause erosion, subsidence, or surface water run-off problems which will or may be injurious to the public health, safety, and welfare to adjacent or nearby properties;

(2) To maintain or fail to maintain property or any building or structure thereon, so that it is found, as provided in this chapter, to be defective, unsightly, defaced, or in such condition of deterioration or disrepair that it causes or will cause an ascertainable diminishment of the property values of surrounding properties or is otherwise materially detrimental to adjacent and nearby properties and improvements. The term DEFACED as used herein includes, but is not limited to, writings, inscriptions, figures, scratches, or other markings commonly referred to as GRAFFITI;

(3) To abandon or vacate any structure so that it becomes readily available to unauthorized persons, including, but not limited to, juveniles and vagrants. Such abandonment or vacation shall be presumed when a building or structure which is uninhabited or unused is unsecured and when the public can gain entry without consent of the owner or is a partially constructed, reconstructed, or demolished building or structure upon which work is abandoned, such abandonment being deemed to exist when there is no valid and current building or demolition permit or where there has not been any substantial work on the project for a period of six months or more;

(4) The maintenance or the failure to maintain any real property, structures, or uses or activities thereon in violation of any of the provisions of titles 3, 4, 5, 7, 9 and 10 of the City Municipal Code, or as specified in Cal. Health & Safety Code §§ 17920.3 et seq., or of the State Housing Law or § 104 of the Uniform Code for Building Conservation or the storage, discharge, holding, handling, maintaining, using, or otherwise dealing with hazardous substances as defined by the State Health and Safety Codes or the Superfund Amendments and Reauthorization Act of 1986, Title 3 or other federal laws relating thereto in violation of such regulations;

(5) The maintenance of or allowing to be maintained on any real property, any labor supply camp, labor camp, or temporary labor camp as defined in the Health and Safety Code of the State unless specifically authorized in the zoning district in which the property is located;

(6) The keeping or maintaining of any animal, reptile, fowl, insect, or other living thing in such a manner as to pose a threat, disturbance, danger, or menace to persons or property of another, including public property;

(7) The maintenance or operation of any machinery which by reason of dust, exhaust, or fumes creates a health or safety hazard;

(8) The parking, storage, or maintenance of any of the following items in residential areas except as otherwise allowed in this code;

(a) Any airplane or other aircraft or parts thereof in any front or side yard;

(b) Any construction or commercial equipment, machinery, vehicles, or material except such equipment or material temporarily located on the property as may be required for construction or installation of improvements or facilities on the property;

(c) Special mobile equipment as defined in Cal. Veh. Code § 575 or other sections for any period in excess of 72 consecutive hours in a front or side yard unless such items are either in an accessory building constructed in accordance with the provisions of the City Municipal Code or in any area which provides for a five foot set-back from any property lines. In no event shall any such equipment be parked, stored, or kept within five feet of any exit, including exit windows.

(9) The keeping, operating, or maintaining any motor vehicle which has been wrecked, dismantled, or disassembled or any part thereof on any property in a residential zone in excess of 72 consecutive

hours unless the same is either in an accessory building constructed in accordance with the provisions of the City Municipal Code or completely concealed from public view behind a solid fence or wall constructed in accordance with the provisions of the Municipal Code;

(10) The keeping, maintenance, or storage of any refrigerator, washing machine, sink, stove, heater, boiler, tank, or any other household equipment, machinery, or furniture other than furniture designed for use in outdoor activities for a period in excess of 72 consecutive hours, on any property, provided, however, this prohibition shall not preclude the maintenance of machinery installed in the rear set-back area of property for household or recreational use, furniture designed and used for outdoor activities, and items stored or kept within an enclosed storage structure or unit;

(11) The wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, painting, washing, cleaning, or servicing in any set-back area of any airplane, aircraft, motor vehicle, boat, trailer, machinery, equipment, appliance or appliances, furniture, or other personal property;

(12) The use of any trailer, camper, recreational vehicle, or motor vehicle for living or sleeping quarters in any place in the city outside of a lawfully operated mobile home park or travel trailer park. This shall not prevent bona fide guests of a city resident from occupying a trailer, camper, or recreation vehicle on residential premises with the consent of the resident or land-owner for a period not to exceed 72 hours. Any such trailer, camper, or recreational vehicle so used shall not discharge any waste or sewerage into the city sewer system except through the residential discharge connection of the residential premises on which such trailer, camper, or recreation vehicle may be parked. No such trailer, camper, or recreation vehicle shall be stored in such a way as to encroach upon, extend over, or remain in any public right-of-way or in any area so as to cause an impedance to passage or traffic hazard, or be allowed to remain in any place or in such a way that it will or may be injurious to the public health, safety, or welfare. No person shall park or leave standing a recreational vehicle trailer, including but not limited to any camp trailer, vehicle transportation trailer, trailer coach or boat trailer, regardless of width, on any street, alley or public right-of-way in the city for a period exceeding 72 hours.

(13) The placing, hanging, affixing, maintaining or otherwise displaying upon any fence, wall, tree, bush, plant, or any other structure or portion thereof, any clothes, linens, rugs, fabrics, carpets, rags, or any other similar item except upon a clothesline apparatus constructed and maintained for the purpose of placing such items outside for drying. The placement of such clothesline(s) shall be prohibited within any required front yard or street side yard setback area;

(14) The maintaining of any condition, instrumentality or machine located outside of any structure on any premises, which is or may be unsafe or dangerous to children by reason of their inability to appreciate the peril therein, and which may reasonably be expected to attract children to the premises and risk injury by playing with, in, or on it, including but not limited to abandoned, broken or neglected equipment, machinery, appliances, refrigerators and freezers, hazardous pools or ponds, uncapped or otherwise dangerous wells, and excavations. This subsection shall not apply to equipment or machinery which is being temporarily used for repair or maintenance of a structure or premises, and which is under the direct supervision of the person(s) performing such maintenance or repair. This subsection shall not apply to swimming pools which are properly constructed and maintained in conformance with applicable regulations, laws and ordinances;

(15) The maintaining of unpainted buildings and those having dry rot, warping or termite infestation or the maintaining of any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking peeling, chalking, dry rot, warping or termite infestation as to render the building unsafe or in a state of disrepair inconsistent with the condition of the surrounding neighborhood;

(16) The maintaining of buildings with windows containing broken glass or no glass at all, where the window is of a type which normally contains glass;

(17) The maintaining of trees, weeds, or other types of vegetation that are dead, decayed, infested, diseased, overgrown, likely to harbor rats, vermin or other nuisances or which obstruct the view of drivers on public streets or private driveways, or which impede, obstruct or deny pedestrian or other lawful travel

on sidewalks, walkways, or other public rights-of-way. The following conditions of vegetation shall be deemed to be a non-exclusive list of nuisances:

(a) A tree with limbs overhanging a street or sidewalk where such limbs are less than ten feet above such street or sidewalk;

(b) A hedge, bush or shrub overhanging a street or sidewalk;

(c) A hedge, bush or shrub on a corner lot within the triangular area formed by a line connecting points 20 feet from the intersection of projected street property lines with the point of the intersection of street property lines if such hedge, bush or shrub is more than 30 inches high from the surface of the ground;

(d) The limb of a tree or a hedge, bush or shrub which is so situated in or above the space between a sidewalk and the curb, as to obscure and impair the reading by motorists in the abutting portion of the street, of stop signs or other traffic signs or control devices;

(e) Turf in excess of eight inches in height. For purposes of this section, the term TURF shall mean a thick-matted groundcover material consisting of one or several types of grasses, which is grown on open space areas.

§ 10-3.1604 ABATEMENT.

Any public nuisance found, as provided in this chapter, to exist on or be associated with any real property, shall be abated by the procedures set forth in this chapter.

§ 10-3.1605 COMMENCEMENT OF PROCEEDINGS.

Whenever the Director or Chief, as appropriate, of a responsible department (hereinafter DIRECTOR) reasonably believes a nuisance exists, he or she shall commence abatement proceedings. The Director of Community Development shall have responsibility for abating nuisance pertaining to the building and zoning ~~ordinances~~ regulations of the City, Titles 9 and 10, respectively, of the City Municipal Code; and the Director of Public Works, City Engineer, Fire Chief, or Police Chief shall have responsibility for abating all other nuisances under code sections for which they are directly responsible.

§ 10-3.1606 HEARING; NOTICE.

(A) Where the Director finds that the nuisance exists, he or she shall give not less than seven days written notice of a hearing to determine whether a nuisance exists to the owners of affected properties as shown on the latest equalized tax assessment roll by mailing the same to the owner's address as indicated thereon by certified letter, and further, by conspicuously posting on the affected premises a copy of the notice.

(B) The notice shall indicate the nature of the alleged nuisance, the description of the property involved, and the designation of the time and place of the hearing to determine whether the same constitutes a nuisance, and the manner of its proposed abatement if the same is found to be a nuisance.

(C) The failure of any person to receive the notice shall not affect the validity of any proceedings under this subchapter.

§ 10-3.1607 HEARING CONDUCT.

The hearing to determine whether a nuisance exists shall be conducted by the City Administrator or a duly authorized representative, who shall act as the Hearing Officer. At the hearing, the Hearing Officer shall consider all relevant evidence, including but not limited to applicable staff reports. He or she shall give any interested person a reasonable opportunity to be heard in conjunction therewith. Based upon the

evidence so presented, the Hearing Officer shall determine whether a nuisance within the meaning of this chapter exists.

§ 10-3.1608 ORDER OF ABATEMENT.

(A) The decision of the Hearing Officer shall be final and conclusive in the absence of an appeal as provided in the Municipal Code.

(B) The Hearing Officer shall, within five working days, give written notice of his or her decision to the owner and to any other person requesting the same. The notice shall contain an order of abatement, if a nuisance is determined to exist, directed to the owner of the affected property or the person in control and/or in charge of the property, and shall set forth the nature of the nuisance, its location and the time and manner for its abatement.

(C) Where an appeal is filed as provided in this code, the order of abatement shall be suspended pending the review of the determination in the manner set forth in this subchapter.

§ 10-3.1609 APPEAL.

(A) The owner of the property or any other person in possession or claiming any legal or equitable interest therein shall have the right of appeal to the City Council.

(B) The appeal shall be filed with the City Clerk within five working days following the decision of the Hearing Officer. The appeal shall be in writing and shall state the grounds for the appeal.

(C) The City Clerk shall set the matter for a public hearing before the Council at a date and time not less than ten nor more than 35 days following the filing of the appeal. The City Clerk shall then notify the appellant, by mail, of the date and time of the hearing. The City Council may continue the hearing date where necessary.

(D) The Council may, by resolution, establish a fee for the processing of an appeal.

§ 10-3.1610 COUNCIL ACTION.

(A) At the time and place set for such hearing, the City Council shall review the decision of the Hearing Officer and shall afford the appellant a reasonable opportunity to be heard in connection therewith.

(B) If the City Council finds from the relevant evidence presented at the hearing that the action taken was in conformity with the provisions of the code, it shall require compliance with the order of abatement within 30 days after the mailing of a copy of its order to the affected property owner unless a period of time in excess of 30 days is specifically authorized within which to abate the nuisance.

(C) If the nuisance is not abated within the 30-day period or within such longer period as the Council may provide, the Director of the responsible Department is expressly authorized and directed to enter upon the premises for the purpose of abating the nuisance after obtaining the permission of the owner of the equitable interest therein, or after obtaining a warrant or court order specifically authorizing entrance upon the premises for the express purpose of abating the nuisance.

§ 10-3.1611 NOTICE OF COUNCIL DECISION.

A copy of the Council's order shall be mailed to the owner, and to any other person requesting the same, by the City Clerk within five working days after the adoption thereof. The Council's decision shall be final and conclusive. Pursuant to Code of Cal. Civ. Proc. § 1094.6, any action to review the decision of the Council shall be commenced not later than 19 days after the date the Council's order is adopted.

§ 10-3.1612 COST OF ABATEMENT.

Where the Director is required to cause the abatement of a public nuisance pursuant to the provisions of this chapter, he or she shall keep an accounting of the cost thereof, including incidental expenses for the abatement. The term INCIDENTAL EXPENSES includes but is not limited to the actual expenses and costs of the city in the preparation of notices, specifications, and contracts, inspection of the work, and the costs of printing and mailings required under this chapter. Upon conclusion of the abatement, he or she shall submit an itemized statement of costs to the city and set the same for a hearing before the Hearing Officer. The Director shall cause notice of the time and place of the hearing to be given to the owners of the property to which the same relate, and to any other interested person requesting the same, by US mail, postage prepaid, addressed to the person at his or her last known address at least five days in advance of the hearing.

§ 10-3.1613 REPORT; HEARING AND PROCEEDINGS.

At the time and place fixed for receiving and considering the report, the Hearing Officer shall hear and pass upon the report of the Director together with any objections or protests raised by any of the persons liable to be assessed for the cost of abating the nuisance. Thereupon, the City Manager shall make such revision, correction, and modification to the report, as he or she may deem just, after which the report is submitted, or as revised, corrected, or modified, shall be confirmed. The hearing may be continued from time to time. The decision of the Hearing Officer shall be subject to an appeal to the City Council in the time and manner set forth in §§ 10-3.1707 and 10-3.1708.

§ 10-3.1614 ASSESSMENT OF COSTS AGAINST PROPERTY.

The confirmed cost of abatement of a nuisance upon any lot or parcel of land shall constitute a special assessment against the respective lot or parcel of land to which it relates; and, after due notice and recordation, as thus made and confirmed, the same shall constitute a lien on the property in the amount of the assessment. After the confirmation of the report, a copy thereof shall be transmitted to the Tax Collector for the county, whereupon it shall be the duty of the Tax Collector to add the amounts of the assessment, or assessments, to the next regular bills of taxes levied against the respective lots and parcels of land for municipal purposes; and thereafter the amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

§ 10-3.1615 ALTERNATIVES.

Nothing in this chapter shall be deemed to prevent the City Attorney from commencing a civil action to abate a nuisance, including bringing an action to enjoin the nuisance, in addition to, alternatively to, or in conjunction with the proceedings set forth in this chapter; nor shall anything in this chapter be deemed to prevent the city from commencing a criminal action with respect to the nuisance in addition to, alternatively to, or in conjunction with the proceedings set forth in this chapter.

§ 10-3.1616 EMERGENCY ABATEMENT.

Notwithstanding any other provision of this subchapter with reference to the abatement of public nuisance, whenever the Director of a responsible department determines that property, a building, or structure is structurally unsafe, or constitutes a fire hazard, or is otherwise dangerous to human life, and such condition constitutes an immediate hazard or danger, he or she shall, without observing the

provisions of this chapter with reference to abatement procedures, immediately and forthwith abate the existing public nuisance.

§ 10-3.1617 VIOLATION; PENALTY.

(A) The owner or other person having charge or control of any such buildings or premises who maintains any public nuisance defined in this subchapter, or who violates an order of abatement made pursuant to § 10-3.1706 is guilty of a misdemeanor.

(B) Any occupant or lessee in possession of any building or structure in violation of an order given as provided in this chapter is guilty of a misdemeanor.

(C) No person shall obstruct, impede, or interfere with any representative of the City Council or with any representative of a city department or with any person who owns or holds any estate or interest in a building which has been ordered to be vacated, repaired, rehabilitated, or demolished and removed, or with any person to whom any such building has been lawfully sold pursuant to the provisions of this code whenever any such representative of the City Council, representative of the city, purchaser, or person having any interest or estate in the building is engaged in vacating, repairing, rehabilitating, or demolishing and removing any such building pursuant to the provisions of this chapter, or in performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this subchapter.

DEVELOPMENT AGREEMENTS

§ 10-3.1701 AUTHORITY FOR ADOPTION.

These regulations are adopted under the authority of Cal. Gov't Code §§ 65864 through 65869.5. All development agreements entered into pursuant to this subchapter shall be approved by ordinance of the City Council.

§ 10-3.1702 FORMS AND INFORMATION.

The Community Development Director shall prescribe the form for each application, notice and documents provided for or required under these regulations for the preparation and implementation of development agreements. The Community Development Director may require an applicant to submit such information and supporting data as the Community Development Director considers necessary to process the application. An applicant requesting consideration and adoption of a development agreement shall at a minimum include the following information:

(A) The nature of the applicant's legal or equitable interest in the subject real property and a legal description of the property sufficient for recordation;

(B) A description of the development project sufficient to enable the Community Development Department and other departments and agencies to review the application for legality, compliance with standards, consistency with applicable plans, and environmental assessment requirements. The Planning Division may require the description to include site and building plans, architectural elevations, a description of the project's relationship to adjacent properties and land uses;

(C) A listing of each discretionary or ministerial action, permit and/or entitlement necessary for, or previously obtained with respect to, the project, including actions, permits, and/or entitlements issued by, or to be obtained from agencies other than the city. The listing will describe and distinguish between

those elements of the development project which are proposed to be fixed by the development agreement and those which may be subject to further review;

(D) The proposed duration of the development agreement;

(E) The density and or intensity of the uses to be permitted;

(F) The maximum height and size of the proposed buildings;

(G) Provisions for reservation or dedication of land for public purposes, as applicable;

(H) Any proposed conditions, terms, restrictions or requirements to be applicable to subsequent discretionary actions, provided that the proposed conditions, terms, restrictions or requirements shall not be construed to prevent development of the land for the uses and to the density or intensity of development set forth in the development agreement, unless specifically and expressly provided in the development agreement;

(I) A date by which construction shall have been commenced;

(J) Proposed phasing of the development project and of the construction of public facilities, including estimated and mandatory completion dates, interim progress milestones, and performance standards for periodic review of the development agreement;

(K) The manner in which the applicant proposes to finance and provide security for the construction of public facilities, and provisions for reimbursement, if any;

(L) A provision including as terms of the development agreement all mitigation measures previously adopted pursuant to the California Environmental Quality Act with respect to discretionary actions, permits and/or entitlements for the project granted by the city or other agencies, and a provision committing the applicant to incorporate as terms of the development agreement, to the extent required by the California Environmental Quality Act, all future mitigation measures necessary to avoid or substantially lessen significant environmental effects which can be feasibly mitigated, provided that nothing in this subchapter shall preclude the preparation of statements of overriding considerations when deemed appropriate and lawful by the city or other agencies;

(M) A clause requiring the applicant to indemnify the city against claims arising out of the development process and to provide insurance in an amount and form acceptable to the city attorney to assure the applicant's ability to satisfy its indemnification duty.

§ 10-3.1703 QUALIFICATION AS AN APPLICANT.

Only a qualified applicant may file an application to enter into a development agreement. A qualified applicant is a person who has legal or equitable interest in the real property which is the subject of the development agreement. Applicant includes an authorized agent. The Community Development Director may require an applicant to submit proof (including but not limited to a title report) of his/her interest in the real property and of the authority of the agent to act for the applicant. Before processing the application, the Community Development Director shall obtain the opinion of the City Attorney as to the sufficiency of the applicant's interest in the real property to enter into the agreement.

§ 10-3.1704 PROPOSED FORM OF AGREEMENT.

Each application shall be accompanied by the form of development agreement proposed by the applicant. This requirement may be met by utilizing the city's standard form of development agreement adopted by the Community Development Director, and including specific proposals for changes in, or additions to the language of the standard form.

§ 10-3.1705 FEES.

Fees to be imposed for the filing and processing of each application, required consideration, and adoption of a development agreement shall be as prescribed by resolution adopted by the City Council. No such application shall be deemed complete unless it is accompanied by the current filing and processing fee. The filing and processing fee shall be in addition to any other required fees for permits or capital improvements relating to the development project, and shall be for the purpose of defraying the costs incurred by the city during review and action upon the development agreement application and during periodic review thereof.

§ 10-3.1706 REVIEW OF APPLICATION.

(A) The Community Development Director shall endorse the application on the date it is received. He or she shall review the application and may reject it if it is incomplete or inaccurate for processing. If he or she finds that the application is complete, he or she shall accept it for filing. The Director shall review the application and determine the additional requirements necessary to complete the agreement.

(B) Upon acceptance of a complete application, the development agreement and supporting information shall be circulated to each city department or local agency having an interest in the project. Each such department or agency shall review, comment upon, and recommend such changes to the proposed development agreement as may be necessary or desirable.

(C) After receiving responses from other departments or agencies, the Director shall prepare a staff report and recommendation and shall state whether or not the agreement proposed, or in an amended form, would be consistent with the general plan and any applicable specific plan.

§ 10-3.1707 COORDINATION OF APPLICATIONS.

To the extent practicable, applications requesting consideration and adoption of development agreements will be made and considered concurrently with the review of other discretionary permit applications within the city's control. It is the city's intent to avoid duplicative hearings and the repetition of information and effort. The development agreement shall not constitute a substitute for, or an alternative to, any other required permit or approval, and the applicant must comply with all other procedures required for development approval.

§ 10-3.1708 HEARING NOTICE.

(A) The Community Development Director shall give notice of the city's intention to consider adoption of the development agreement and of any other public hearing required by law or the municipal code.

(B) The form of the notice of intention to consider adoption of development agreement shall contain:

(1) The time and place of the hearing;

(2) The identity of the hearing body;

(3) A general explanation of the matter to be considered including a general description and location of the area affected; and

(4) Other information required by specific provision of these regulations or which the Community Development Director considers necessary or desirable.

(C) The time and manner of giving notice is by both of the following:

(1) Publication at least once in a newspaper of general circulation, published and circulated in the city, not less than ten days prior to the date of the hearing.

(2) Mailing of the notice to all persons shown on the last equalized assessment roll as owning real property within 300 feet of the property which is the subject of the proposed development agreement, not less than ten days prior to the date of the hearing.

(D) The Planning Commission or City Council, as the case may be, may direct that notice of the public hearing to be held before it, shall be given in a manner that exceeds the notice requirements prescribed by state law or this article.

(E) The failure of any person, entitled to notice as required by law or this chapter , to receive such notice does not affect the authority of the city to enter into a development agreement or the validity thereof.

§ 10-3.1709 RULES GOVERNING CONDUCT OF HEARING.

The public hearing shall be conducted as nearly as may be in accordance with the procedural standards adopted for the conduct of zoning hearings. Each person interested in the matter shall be given an opportunity to be heard. The applicant has the burden of proof at the public hearing on the proposed development agreement.

§ 10-3.1710 IRREGULARITY IN PROCEEDINGS.

No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to a petition, application, notice, finding, record, hearing, report, recommendation, or any matters of procedure whatsoever unless after an examination of the entire case, including the evidence, the court is of the opinion that the error complained of was prejudicial and that by reason of the error the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error is prejudicial or that injury was done if error is shown.

§ 10-3.1711 DETERMINATION BY PLANNING COMMISSION.

(A) The Planning Commission shall conduct a public hearing on the proposed development agreement, which may be continued from time to time. The Commission shall consider the staff report, as well as comments from the applicant and members of the public. Upon conclusion of the hearing, the Commission shall report its recommendation to the City Council in the form of a resolution. The Commission may recommend that the development agreement be adopted as proposed, or with such amendments as the Commission deems to be necessary or desirable to further the purposes of the municipal code, or otherwise in the public interest; or the Commission may recommend that the development agreement be rejected. The recommendation shall include the Planning Commission's determination whether or not the development agreement proposed:

(1) Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;

(2) Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;

(3) Is in conformity with public convenience, general welfare and good land use practice;

(4) Will not be detrimental to the health, safety and general welfare; and

(5) Will not adversely affect the orderly development of property or the preservation of property values.

The recommendation shall also include the reasons for the recommendation.

(B) Upon action by the Planning Commission, the proposed development agreement, shall be forwarded to the City Clerk for scheduling as the introduction of an ordinance at the next available meeting of the City Council.

§ 10-3.1712 DECISION BY CITY COUNCIL.

(A) Upon receipt of the Planning Commission's recommendation, the City Clerk shall schedule the proposed development agreement on the next available meeting of the City Council as the introduction and first reading of an ordinance.

(B) Not less than five days after the successful introduction of the ordinance, a public hearing and second reading of the proposed development agreement shall be held. Notice of the public hearing shall be provided in accordance with § 10-3.1708.

(C) After the City Council completes the public hearing, which may be continued from time to time, it may accept, modify or disapprove the recommendation of the Planning Commission. It may, but need not, refer matters not previously considered by the Planning Commission during its hearing, back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the City Council.

(D) The City Council shall not approve the development agreement unless it finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

(E) The City Council has sole discretion to either approve or not approve a development agreement, and there is no right to have such an agreement approved even if the City Council determines that it is in the best interests of the city.

(F) Approval of a development agreement by the City Council shall be by the adoption of an ordinance which shall be effective 31 days after adoption.

§ 10-3.1713 RECORDATION OF DEVELOPMENT AGREEMENT.

(A) Within ten days after the city enters into a development agreement, the City Clerk shall have the agreement recorded with the County Recorder. Upon the effective date of the ordinance adopting the development agreement, the agreement shall be effective and binding upon, and the benefits of the agreement shall inure to, the parties and all successors in interest to the parties to the agreement.

(B) If the parties to the development agreement or their successors in interest amend or cancel the development agreement as provided above, or if the city terminates or modifies the agreement for failure of the applicant to comply in good faith with the terms or conditions of the agreement, the City Clerk shall cause notice of such action to be recorded with the County Recorder.

§ 10-3.1714 AMENDMENT AND CANCELLATION OF AGREEMENT.

(A) Either party may propose an amendment to or cancellation in whole or in part of the development agreement previously entered into.

(B) The procedure for proposing and adoption of an amendment to or cancellation in whole or in part of the development agreement is the same as the procedure for entering into a development agreement. However, where the city initiates the proposed amendment to or cancellation in whole or in part of the development agreement based on its annual review thereof, it shall first give notice to the property owner at least 30 days prior to the hearing by the City Council to consider such amendment or cancellation.

§ 10-3.1715 PERIODIC REVIEW.

(A) The city shall review each development agreement every 12 months from the date the agreement is entered into. The time for review may be modified to be more frequent either by agreement between the parties or by initiation in one or more of the following ways:

(1) Affirmative vote of at least four members of the Planning Commission; or,

(2) Affirmative vote of at least three members of the City Council.

(B) The Community Development Director shall begin the review proceeding by giving notice that the city intends to undertake a periodic review of the development agreement to the property owner. Notice shall be provided at least ten days in advance of the time at which the matter will be considered by the Planning Commission.

(C) Annual review of development agreements shall be conducted by the Planning Commission at a public hearing at which the property owner shall demonstrate good faith compliance with the terms of development agreement. The burden of proof on this issue is upon the property owner.

(D) The Planning Commission shall determine upon the basis of substantial evidence whether or not the property owner has, for the period under review, complied in good faith with the terms and conditions of the development agreement.

(E) If the Planning Commission finds and determines on the basis of substantial evidence that the property owner has complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall by resolution adopt a statement of compliance certifying such compliance in a form suitable for recording in the County Recorder's Office. Upon recording of a statement of compliance, the review for that period is concluded. A resolution adopting a statement of compliance shall be final ten days after the Planning Commission decision, unless a notice of appeal has been filed pursuant to the provisions of the municipal code.

(F) If the Planning Commission finds and determines on the basis of substantial evidence that the property owner has not complied in good faith with the terms and conditions of the agreement during the period under review, the Planning Commission may recommend to the City Council that the development agreement be modified or terminated.

(G) The procedure for modifying or terminating a development agreement shall be the same as the procedure for entering into a development agreement, except that the owner shall be given at least 30

§ 10-3.1716 STATEMENT OF COMPLIANCE APPEALS.

(A) The applicant, City Council, or any affected person may appeal the Planning Commission's resolution adopting a statement of compliance in accordance with the provisions of the municipal code. The appellant shall bear the burden of demonstrating, on the basis of substantial evidence, that the applicant or successor in interest has not complied with the terms and conditions of the adopted development agreement.

(B) The City Council may uphold the statement of compliance, amend and approve the Planning Commission recommendation or statement of compliance, or reject it. The City Council may unilaterally terminate or modify the development agreement upon a determination based upon substantial evidence that the applicant or successor in interest has not complied with the terms and conditions of the agreement. Such determination shall be final and conclusive.

§ 10-3.1717 PROCEDURES FOR MODIFICATION OR TERMINATION.

(A) If, upon a finding under § 10-3.1715, the city determines to proceed with modification or termination of the development agreement, the city shall give notice to the property owner of its intention so to do. The notice shall contain:

(1) The time and place of the hearing;

(2) A statement as to whether or not the city proposes to terminate or to modify the development agreement; and

(3) Other information which the city considers necessary to inform the property owner of the nature of the proceeding.

(B) At the time and place set for the hearing on modification or termination, the property owner shall be given an opportunity to be heard. The City Council may refer the matter back to the Planning Commission for further proceedings or for report and recommendation. The City Council may impose those conditions to the action it takes as it considers necessary to protect the interests of the city. The decision of the City Council is final.

§ 10-3.1718 CERTAINTY OF DEVELOPMENT AGREEMENTS.

(A) An adopted development agreement and any terms, conditions, maps, notes, references, or regulations which are a part of the agreement shall be considered enforceable elements of the city's municipal code. In the event of an explicit conflict with any other provisions of the municipal code, the development agreement shall take precedence. Unless otherwise provided by the development agreement, the city's ordinances, resolutions, rules and regulations, and official policies governing permitted land uses, density, design, improvement and construction standards shall be those city's ordinances, resolutions, rules and regulations, and official policies in force at the time of final approval of the development agreement.

(B) All development agreements shall be subject to the laws, statutes, regulations or court decisions of the state and federal government. In the event any such laws, statutes, regulations or court decisions made or enacted after a development agreement has been entered into prevents or precludes compliance with one or more provisions of the development agreement, such provisions of the development agreement shall be modified or suspended as may be necessary to assure compliance by the city, applicant or successor in interest with such laws, statutes, regulations or court decisions. Nothing in this section shall be deemed to affect the validity of fees, conditions, or other exactions imposed and confirmed by the terms of the agreement.

MINOR DEVIATIONS

§ 10-3.1801 NECESSITY

Exceptions to development standards may be necessary to allow creative design solutions and to accommodate unique site conditions. The Minor Deviation process allows minor exceptions from certain requirements of this chapter to be approved at the administrative level to provide relief from the unintended consequences of the strict application of development standards.

§ 10-3.1802 APPLICABILITY

Minor Deviations do not apply to land use or density and shall not waive or modify a specific prohibition or procedural requirement. A Minor Deviation may be applied to the following development standards in any zone to the maximum reduction or increase as specified.

(A) Reduce area or lot dimension requirements to a maximum exception of 10 percent.

(B) Front and rear yard setback modifications not exceeding five feet.

(C) Side yard setback modifications not exceeding two feet.

(D) Building site coverage modifications not exceeding 10% of the minimum open space requirements specified by the Municipal Code.

(E) Excessive building height adjustments not exceeding two feet.

(F) Minor exceptions as determined by the Planning Director that provide relief of no more than 10 percent from the identified standard and meet the intent and purpose of this chapter.

§ 10-3.1803 APPLICATION AND FEES

(A) Applications for Minor Deviations shall be filed with the Planning Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and shall become a part of the permanent official records of the city.

(B) Each application for a Minor Deviation shall be accompanied by a fee in an amount as established by resolution of the City Council. The requirement of the filing fee shall not apply to public agencies.

§ 10-3.1804 APPROVAL AUTHORITY

Applications for a Minor Deviation shall be reviewed and approved by the Planning Director. As the designated approving authority, the Director is authorized to approve, conditionally approve, or deny an application for a Minor Deviation.

§ 10-3.1805 PUBLIC HEARING AND NOTICING

No public hearing is required prior to taking action on an application for a Minor Deviation.

§ 10-3.1806 CONDITIONS OF APPROVAL

In approving an application for a Minor Deviation, the Planning Director may impose reasonable and appropriate conditions in order to achieve the purposes of this Title, ensure consistency with the goals and policies of the adopted General Plan, and justify making the necessary findings.

§ 10-3.1807 FINDINGS FOR APPROVAL

(A) The proposed development is compatible with existing and proposed land uses in the surrounding area.

(B) Any exceptions to or deviations from the requirements or development standards of this chapter result in the creation of appropriate and necessary project design solutions that would not otherwise be possible.

(C) Granting the Minor Deviation will not adversely affect the interests of the public or residents and property owners in the vicinity of the project.

(D) The proposed development is consistent with the purposes of the General Plan or any applicable specific plan or development agreement

§ 10-3.1808 APPEALS

In case the applicant, or other interested parties are not satisfied with the action of the Planning Director, they may within ten days appeal in writing to the Planning Commission for further action by filing an appeal with the Planning Director.

§ 10-3.1809 AMENDMENTS

Any amendments affecting an approved Minor Deviation shall be handled as a new application.

GENERAL PLAN AMENDMENTS

§ 10-3.1901 NECESSITY

This chapter establishes guidelines and procedures for amending the General Plan. The General Plan and these procedures are to be consistent with S~~s~~tate planning laws (California Government Code Section 65300 et seq.).

§ 10-3.1902 APPLICABILITY

A General Plan Amendment is required for any change to General Plan goals, policies, action items, or any change to General Plan land use diagrams or designations contained in the General Plan.

§ 10-3.1903 APPLICATION AND FEES

(A) Applications for a General Plan Amendment shall be made in writing to the Commission on forms prescribed by the Commission. The application shall be filed with the Community Development Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and shall become a part of the permanent official records of the city. Copies of all notices, reports, and actions pertaining to the application shall be attached.

(B) Each application for G~~g~~eneral P~~p~~lan A~~a~~mendment shall be accompanied by a fee as established by resolution of the City Council, no part of which shall be returnable to the applicant.

§ 10-3.1904 APPROVING AUTHORITY

Applications for a General Plan Amendment shall be reviewed and approved by the designated authority as follows:

(A) Recommending Authority. The Planning Commission shall review and make recommendations, as appropriate, to the approving authority for an application for a General Plan Amendment.

(B) Approving Authority. The City Council is authorized to approve, alter, or deny an application for a General Plan Amendment.

§ 10-3.1905 PUBLIC HEARING AND NOTICE

(A) The Planning Commission shall hold a public hearing to make a recommendation on applications for a General Plan Amendment. The Planning Commission's recommendation shall be forwarded to the City Council. The City Council shall hold a public hearing prior to taking action on an application for a General Plan Amendment.

(B) Any proposed General Plan Amendment shall be considered by the Planning Commission at a public hearing for the purpose of providing a recommendation to the City Council. Not less than ten days

before such public hearing, notice shall be given of such hearing in the following manner: by one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, and the time and place of the action or hearing. The following additional notice shall be provided for a public hearing:

(1) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(2) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

§ 10-3.1906 FINDINGS OF APPROVAL

Prior to approving a General Plan Amendment, the City Council shall make all the following findings, which shall be made by resolution:

(A) The amendment is consistent with the intent of the General Plan vision statement and supporting principles, goals, and policies.

(B) The amendment prescribes reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses.

(C) The amendment provides for the protection of the general health, safety, and/or welfare of the community.

§ 10-3.1907 NOTICE OF DECISION

Written notice of decision of City Council shall be provided to the applicant and all parties requesting such notification. Notices of decision are not required for actions of a recommending body. The notice of decision shall be provided as follows

(A) A written notice of decision shall be mailed within 10 days of the date of decision and shall include:

(1) The application request as acted upon by the City Council.

(2) Any conditions of approval or other requirements applied to the decision.

(3) The action taken by the City Council

§ 10-3.1908 APPEALS

Actions taken by the City Council are final and are not subject to appeal.

§ 10-3.1909 EXPIRATION AND TIME EXTENSION

No extensions of time are necessary as an approved General Plan Amendment does not expire.

§ 10-3.1910 AMENDMENTS

Any amendments affecting an approved General Plan Amendment shall be handled as a new application.

§ 10-3.1911 FREQUENCY OF AMENDMENTS

Pursuant to Government Code Section 65358, no mandatory element of the General Plan may be amended more frequently than four times during any calendar year. Subject to that limitation, an amendment may be made at any time and may include more than one change to the General Plan.

§ 10-3.1912 ADDITIONAL NOTICE REQUIRED

Pursuant to Government Code Section 65352, at least 45 days prior to Council action on a proposed General Plan Amendment, the Community Development Director shall notify the County, the Local Agency Formation Commissions (LAFCO), any applicable Native American Tribes, and any area-wide planning agency or federal agency whose operations may be significantly affected by the proposed action and each governmental body, commission, or board, including those of any school or special districts, whose jurisdiction lies wholly or partially within the City whose functions include recommending, preparing plans for, or constructing major public works projects.

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-11

SUBJECT:

Appointment to the Americans with Disabilities Act (ADA) Advisory Council

RECOMMENDATION:

Adopt a resolution appointing Sipho Munyaradzi to the ADA Advisory Council

SUMMARY:

The City of Madera ADA Advisory Council (MADAAC) was established by the City Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs, and infrastructure. MADAAC consists of seven members, with each member of the City Council making a nomination to be considered for appointment by the Mayor, subject to approval of the City Council by resolution. At this time, Councilwoman Evans has nominated Sipho Munyaradzi to serve on MADAAC. The Mayor has considered the nomination and has approved appointment of Mr. Munyaradzi. The requested action is a resolution of the City Council to approve the appointment of Mr. Munyaradzi to MADAAC.

DISCUSSION:

MADAAC was formed to serve in an advisory capacity to the City Council and staff on matters relating to ADA. Their duties include the following.

1. Promote pedestrian safety and access to all public streets.
2. Promote ADA compliance in all public buildings and facilities, services, programs and activities.
3. Promote inclusion of the disabled community in the City's emergency and disaster preparedness plans.
4. Develop disability awareness and educational outreach programs.

5. Work with 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.
6. Promote affordable and accessible housing in the community.
7. Work collaboratively with the City of Madera on recommendations regarding unmet transit needs.
8. Ensure ADA grievance procedures are followed and enforced.

MADAAC members are noted below in Table 1, with the individuals considered for approval of appointment indicated in bold text.

Table 1. MADAAC Membership

Applicant	*Nominating Councilmember*	*City Council District*
DJ Becker	Previously appointed by former Mayor Garcia	At-large Mayor
Jack Porter	Previously appointed by then-District 1 Councilwoman Gallegos	District 1
Cynthia Ortegón	Mayor Pro Tem Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Sipho Munyaradzi	Councilwoman Evans	District 4
Gladys Marroquin	Councilwoman Mejia	District 5
Diana Robbins	Councilmember Villegas	District 6

At this time, the Mayor has considered the nomination of Sipho Munyaradzi by Councilwoman Evans and is seeking approval from the City Council of the appointment to MADAAC. Per the Municipal Code, appointments will be for a term matching the nominating Council person, or until a replacement is appointed. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to solicit additional volunteer applications for commission, board, and committee service.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Sipho Munyaradzi

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF SIPHO MUNYARADZI TO THE CITY OF MADERA AMERICANS WITH DISABILITIES ACT ADVISORY COUNCIL

WHEREAS, the City of Madera has established an Americans with Disabilities Act Advisory Council (MADAAC) to serve in a volunteer capacity to fulfill the duties of the Advisory Council as provided in their adopted bylaws; and

WHEREAS, MADAAC is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Councilwoman Evans has nominated Sipho Munyaradzi to be considered for appointment to MADAAC for a term concluding December 2028 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individuals and has appointed Sipho Munyaradzi; and

WHEREAS, Sipho Munyaradzi has expressed his desire to serve on MADAAC.

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 Council approves the appointment of Sipho Munyaradzi to MADAAC for a term ending December 2028, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Sipho Munyaradzi

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ✓ ADA Advisory Council
- _____ Airport Advisory Commission
- _____ Beautification Committee
- _____ Civil Service Commission
- _____ CDBG Block Grant Commission
- _____ Loan Review Committee
- _____ Planning Commission
- _____ Transit Advisory Board
- _____ Other: _____

Please type or print in ink.

MUNYARADZI	Sipho	M
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
Sutter Health - Retired	Director Business Insights and Analytics	415-613-9475
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 15 Months 11	Yes _____ No ✓	Yes ✓ No _____

Educational background:

PhD Candidacy (ABD) The Ohio State University - Food, Agriculture & Biological Engineering

MS The Ohio State University - Food, Agriculture & Biological Engineering

BSc ENG Hons University of Zimbabwe - Civil Engineering

Certificate in Supervisory Management Training-California State University Fresno, Craig School of Business

Please list any organizations of which you are a member and any offices you have held in those organizations:

Member Board of Directors: The Genesis Community Corporation of Fresno West 2006-2017

Member Board of Directors of The Evangelistic Resources International Corporation 2006-2010

Treasurer Fresno Westside SDA Church 2010-2017, Assistant Treasurer 2004-2010

Assistant Treasurer Ephesus SDA Church Columbus OH 199-2003

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

NA

I am interested in serving for the following reasons:

I am eager to contribute to the City of Madera ADA Advisory Council. With my professional experience in analytics and reporting within the healthcare sector, I bring a data-driven approach to identifying and addressing accessibility challenges. My work has emphasized improving operational efficiencies and supporting equitable outcomes, and I am passionate about fostering a community where everyone can access the resources and opportunities they deserve. Serving on this council aligns with my commitment to inclusion, problem-solving, and community development. I would love to use my extra time to benefit my community in every way possible.

References (optional):

November 15, 2024

Date

Sipho Munyaradzi

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

City Clerk
Update 09/19/23

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: B-12

SUBJECT:

Reallocation of Community Development Block Grant (CDBG) program funds from program years 2020 - 2023 in the amount of $225,936.54

RECOMMENDATION:

Adopt Resolutions to:

1. Approve the reallocation of $65,172.23 to the 2023/24 Frank Bergon Senior Center Improvement Project
2. Approve the reallocation of $160,764.31 to the 2023/24 Clinton Street Sewer and Water Improvement Project
3. Approve the amendment of the 2023/24 CDBG Annual Action Plan to increase the allocations for the Frank Bergon Senior Center Improvement Project and the Clinton Street Sewer and Water Improvement Project

SUMMARY:

As part of the ongoing management and monitoring of the City's CDBG awards, staff calculated that the City has $225,936.54 of previously awarded CDBG funds unspent. These funds come from Program Years 2020 through 2023. The City's Program Year (PY) 2023 Annual Action Plan (AAP) includes $617,500 for the Clinton Street Sewer and Water Improvement Project and $148,386 for the Frank Bergon Senior Center Improvement Project. City staff managing these projects anticipate project costs will exceed the original CDBG allocations. CDBG guidelines allow for the reallocation of previously allocated CDBG proceeds, provided the recipient agency follows requirements of the Citizen Participation Plan (CPP), which includes issuing a public notice, holding a public hearing about the proposed change, and providing the public 30 days to review and comment on the proposed funding change.

Council adopted a Minute Order on November 20, 2024 initiating the reallocation process for the purpose of moving unspent/unobligated CDBG funds to both the Clinton Sewer and Water project and the Frank Bergon Senior Center Improvement project.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation with the submission of an AAP. The AAP, in part, describes the projects approved for funding with the current year's allocation. As funds are expended and projects are completed, there are instances where some of the awarded funding is not entirely used. Reasons for this under-expenditure include actual prices for programs coming in under initial estimates, and a project not being completed due to unforeseen circumstances. If the initially funded project cannot use all the CDBG funds they were awarded, the funds become unobligated and may be moved to another CDBG eligible project.

Staff reviewed previous CDBG grant awards and determined there are unobligated grant balances eligible for repurposing. Table 1 provides detail related to unexpended CDBG grant award balances.

Table 1: *Unexpended CDBG Award Balances*

Program Year (PY)	*Award Remaining*
PY 2020/21	$73,495.46
PY 2021/22	$48,759.98
PY 2022/23	$48,581.47
PY 2023/24	$55,099.63
Total	**$225,936.54**

City staff recently determined that project costs for the Clinton Street Sewer and Water project are projected to be higher than initially anticipated. City staff also indicated that both the initially allocated CDBG amount of $617,500 for this project and any additional CDBG funding received could be expended during PY 2024, thus helping the City meet timeliness of expenditure requirements associated with CDBG funding.

As part of the CPP, staff included the request to reallocate CDBG funding on the agenda for the Block Grant Commission (BGC) meeting held on October 9, 2024. Subsequent to that BGC meeting, staff requested an increase to the original funding award for the Frank Bergon Senior Center Improvement project. The project initially received $148,346; however, project costs are projected to be higher than originally anticipated. Additional funding in the amount of $65,172.23 was requested to complete the perimeter fencing component of the project.

Part of the process to reallocate funds includes amending the AAP associated with each project. Both projects were funded in the 2023 AAP. A major amendment to the AAP requires a 30-day public review and comment period. As stated in the City's CPP:

"…a change in the Annual Action Plan will be considered major whenever actual costs will exceed the project's allocation by the greater of $25,000 or 15 percent."

Council approved a 30-day public review and hearing process on November 20, 2024. This process concluded on December 20, 2024. No comments were received. Staff is recommending Council approval to amend the 2023/24 CDBG Annual Action Plan to reallocate $225,936.54 of unobligated CDBG funds to the Clinton Street Sewer and Water project and the Frank Bergon Senior Center Improvement project.

FINANCIAL IMPACT:

The amendment of the City's PY 2023 AAP has no financial impact to the City's General Fund. There is no additional new CDBG funding being provided. This action involves only unspent previously allocated funds. City staff may include budget amendments for these reallocated CDBG funds at the time when the contracts for these projects are brought to Council for award. It is important to note that if the reallocation of CDBG funds is not approved, City staff may have to solicit additional funding from other sources to complete these projects, which will impact the City's Fiscal Year 2024/25 Adopted Budget.

ALTERNATIVES:

As an alternative, Council may:

1. Decline the recommendation and direct staff to provide additional information on the reallocation of CDBG funds.
2. Initiate reallocation of the monies to some other CDBG eligible project.

ATTACHMENTS:

1. Attachment A: Resolution authorizing the Amendment to the City of Madera 2023-24 Annual Action Plan for the Allocation of Additional Funding
2. Attachment B: Resolution authorizing the allocation of additional funding in the amount of $160,764.31 to the City of Madera Clinton Street Sewer Water Project
3. Attachment C: Resolution authorizing the allocation of additional funding in the amount of $65,172.23 to the City of Madera Frank Bergon Senior Center Improvement Project

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AMENDMENT TO THE 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR THE ALLOCATION OF UNOBLIGATED FUNDING IN THE AMOUNT OF $225,936.54

WHEREAS, the City Council approved the 2023/24 Community Development Block Grant Annual Action Plan on May 17, 2023; and

WHEREAS, the City has unobligated CDBG funds from grant award balances for program years 2020-2023 in the amount of $225,936.54; and

WHEREAS, the City is proposing to allocate a portion of these unobligated grant award balances to 2023/24 Clinton Street Sewer and Water Project in the amount $160,764.31; and

WHEREAS, the City is proposing the allocation the remaining portion of these unobligated grant award balances to the 2023/24 Frank Bergon Senior Center Improvement Project in the amount of $65,172.23; and

WHEREAS, the City's Citizen Participation Plan requires an amendment to an action plan for a major amendment.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council adopts an amendment to the 2023/24 Community Development Block Grant Annual Action Plan for the allocation of $225,936.54 in unobligated CDBG funds.
3. The City Manager is hereby authorized to take such action to implement the terms of the Resolution.
4. This resolution is effective immediately upon adoption.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE ALLOCATION OF $160,764.31 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE CITY OF MADERA ENGINEERING DEPARTMENT'S 2023/24 CLINTON STREET SEWER AND WATER PROJECT

WHEREAS, the City Council approved the 2023/24 Community Development Block Grant Subrecipient Agreement with the City of Madera Engineering Department in the amount of $617,500 ("Agreement"); and

WHEREAS, the City has unobligated CDBG funds from grant award balances for program years 2020-2023 in the amount of $225,936.54; and

WHEREAS, the City is proposing the allocation of an additional $160,764.31 to the 2023/24 Clinton Street Sewer and Water Project.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Council approves the reallocation of $160,764.31 in unobligated CDBG monies to the 2023/24 Clinton Street Sewer and Water Project.
3. The City Manager is hereby authorized to take such action to implement the terms of the Resolution.
4. This resolution is effective immediately upon adoption.

*****

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE ALLOCATION OF $65,172.23 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE CITY OF MADERA PARKS DEPARTMENT'S 2023/24 CDBG FRANK BERGON SENIOR CENTER IMPROVEMENT PROJECT

WHEREAS, the City Council approved the 2023/24 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Department in the amount of $148,386 ("Agreement"); and

WHEREAS, the City has unobligated CDBG funds from grant award balances for program years 2020-2023 in the amount of $225,936.54; and

WHEREAS, the City is proposing the allocation of an additional $65,172.23 to the 2023/24 Frank Bergon Senior Center Improvement Project.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Council approves the reallocation of $65,172.23 in unobligated CDBG monies to the Frank Bergon Senior Center Improvement Project.
3. The City Manager is hereby authorized to take such action to implement the terms of the Resolution.
4. This resolution is effective immediately upon adoption.

*****

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: January 15, 2025

Agenda Number: D-1

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Disposal of Fresno-Madera Area Agency on Aging (FMAAA) Equipment from the Millview Community Center Kitchen

RECOMMENDATION:

Adopt a Resolution approving the disposal of equipment at the Millview Community Center, originally provided by the FMAAA for services under Title III C1 & C2

SUMMARY:

The City was recently contacted by Madera Unified School District (MUSD) for utilization of the kitchen area at the Millview Community Center (Center). There is equipment, owned by FMAAA, that would need to be removed to make the space available to MUSD. FMAAA has confirmed permission for the disposal of the equipment, as FMAAA has confirmed they do not want the equipment back in their inventory. This leaves the disposal of the equipment as a necessary step for MUSD to utilize the space.

DISCUSSION:

The City has maintained a written Lease Agreement and Joint-Use Agreement with MUSD for utilization of the Center for several years. MUSD uses the location to house the Mountain Vista High School site. Per the terms of the Agreement, MUSD has access to office spaces and the kitchen. MUSD does also utilize the gymnasium at the location, with the gymnasium shared with the City. The current Agreement was last amended in 2015 and includes an automatic annual renewal clause.

The City has been recently contacted by MUSD, as MUSD would like to formally utilize the kitchen area to provide on-site meals to students at Mountain Vista High School. For the MUSD child nutrition program to utilize the kitchen space, the disposal of existing equipment must be carried out. The equipment in question belonged to FMAAA. The equipment consists of equipment such as a freezer, food processor, meal transporters, among other items. Table 1 below identifies the full extent of equipment.

***Table 1*: Fresno-Madera Area Agency on Aging Fixed Assets Inventory List**	
Asset #	**Asset Description**
5823	Freezer, True 2- Door
6027	Slicer, Electric, Univex
6028	Meal Transporter, Electric, 2- Compartment
6029	Meal Transporter, Electric, 2- Compartment
6030	Meal Transporter, Electric, 2- Compartment
6295	Food Processor, 4 Qt
6353	Steamer, Tabletop, Electric, 6 Pan
6642	Equipment, Kitchen, Oven, Convection

FMAAA provided the City with the equipment to carry out services under Title III C1 and C2. Title III C1 services include serving meals to older adults in a group setting referred to as the Congregate Nutrition program. Title III C2 services include delivery of meals to older adults in their homes referred to as the Home Delivered Nutrition program.

The partnership between City and FMAAA has changed in the past years, with this specific service no longer provided by the City under any contract with FMAAA. Thus, the equipment has not been utilized for over a decade but has remained at the Center. FMAAA has been contacted about the disposal of the equipment and has granted the City permission to dispose of the equipment at the City's discretion. FMAAA is not interested in collecting the equipment, nor receiving the equipment back in its inventory.

As previously mentioned, the equipment has not been utilized for over a decade. An internal inspection of the equipment has confirmed most equipment is not operable, is not in good condition, or would require extensive work to get back to operable, efficient standards.

FINANCIAL IMPACT:

The preparation and presentation of this report does not result in any significant financial impact. While there are costs associated with the value of the equipment, the City does not own the equipment, thus no loss of revenue or financial impact would be assumed by the City.

ALTERNATIVES:

Staff welcomes any direction the Council may provide.

ATTACHMENTS:

1. Resolution approving the disposal of equipment at the Millview Community Center, provided by the FMAAA for services under Title III C1 & C2
    a. Exhibit A: List of Equipment to be Disposed

RESOLUTION NO. 25- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE DISPOSAL OF EQUIPMENT AT THE MILLVIEW COMMUNITY CENTER, PROVIDED BY THE FMAAA FOR SERVICES UNDER TITLE III C1 & C2

WHEREAS, the City of Madera (City) has been contacted by Madera Unified School District (MUSD) to utilize kitchen space in the Millview Community Center (Center); and

WHEREAS, City and MUSD have an active Lease Agreement and Joint-Use Agreement for utilization of the Center, including the kitchen space; and

WHEREAS, there is kitchen equipment belonging to the Fresno-Madera Area Agency on Aging (FMAAA) that would need to be disposed of before MUSD could utilize the kitchen; and

WHEREAS, FMAAA is not interested in collecting or receiving the equipment back into their inventory; and

WHEREAS, FMAAA has granted the City authorization to dispose of the equipment; and

WHEREAS, the City will dispose of the equipment from the Center, to allow MUSD utilization of the kitchen space.

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

1. The above recitals are true and correct.
2. The City Council finds the disposal of the equipment, as listed in Exhibit A, and attached herein, serves a valid purpose in that FMAAA has granted authorization for the disposal of equipment, and disposal of the equipment will provide MUSD with access to utilize the kitchen area at Millview Community Center.
3. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A

List of Equipment to be Disposed		
Asset #	**Asset Description**	**Date Acquired**
5823	Freezer, True 2- Door	6/30/2003
6027	Slicer, Electric, Univex	6/16/2004
6028	Meal Transporter, Electric, 2- Compartment	06/21/2004
6029	Meal Transporter, Electric, 2- Compartment	06/21/2004
6030	Meal Transporter, Electric, 2- Compartment	6/21/2004
6295	Food Processor, 4 Qt	6/25/2005
6353	Steamer, Tabletop, Electric, 6 Pan	6/31/2006
6642	Equipment, Kitchen, Oven, Convection	06/26/2009

REPORT TO THE CITY COUNCIL AS THE SUCCESSOR AGENCY
OF THE FORMER MADERA REDEVELOPMENT AGENCY

Approved by:

Council Meeting of: January 15, 2025

Agenda Number: D-2

Arnoldo Rodriguez, City Manager/Executive Director

SUBJECT:

Actions Related to Successor Agency Annual Budget Reporting to the Department of Finance:

1. Adopt a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2025 to June 30, 2026, for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera, and

2. Adopt a Resolution Approving the Administrative Budget for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera for the Period of July 1, 2025 – June 30, 2026

RECOMMENDATION:

Staff recommends that the City Council as the Successor Agency adopt resolutions approving the ROPS and Administrative Budget for the period of July 1, 2025 to June 30, 2026 and authorize the City Manager to present the ROPS to the Countywide Oversight Board for its consideration and approval.

SUMMARY:

The ROPS sets forth the enforceable obligations of the Successor Agency. The Successor Agency can only make payments on those enforceable obligations listed on a ROPS approved by both the Countywide Oversight Board and the Department of Finance (DOF). Once the City Council as the Successor Agency approves the ROPS, it is submitted to the Countywide Oversight Board for approval, and it is transmitted by the Successor Agency to the DOF for its review and approval.

Successor agencies shall submit an approved annual ROPS to the DOF and the Madera County Auditor Controller (CAC) by February 1, 2025 for the upcoming fiscal year. The DOF will make its determination by April 15, 2025.

The Dissolution Act also requires successor agencies to prepare an administrative budget to be submitted to the Countywide Oversight Board for approval.

DOF is responsible for implementation of the RDA dissolution statutes, (AB)x1 26, AB 1484, AB 471, and SB 107, and oversees the winding-down of the successor agencies.

DISCUSSION:

Recognized Obligation Payment Schedule

The deadline established pursuant to AB 1484 to submit the July 1, 2025 to June 30, 2026 ROPS to the CAC and the DOF is February 1, 2025. The City of Madera Successor Agency's Annual ROPS and Administrative Budget is scheduled for adoption at a Special Meeting of the Oversight Board to be held later this month. Upon approval, the ROPS will be forwarded to the DOF and the CAC.

Per Health and Safety Code Section 34177(m), a penalty of $10,000 per day may be issued if the ROPS is not received by the DOF by February 1, 2025.

Administrative Budget

ABx1 26 and AB1484 provide for an administrative cost allowance funded from property tax to pay for certain costs incurred for winding down the affairs of redevelopment agencies. The maximum allowable to withdraw is set at $250,000.00 per year. Administrative costs are allocated to both the property tax administrative allowance and project bond funds and are budgeted at $30,000.00 for the period of July 1, 2025 through June 30, 2026. Administrative costs are those necessary to carry out enforceable obligations. Per 34179(h)(B), the Successor Agency is not required to submit the Administrative Budget for DOF's approval.

FINANCIAL IMPACT:

Adoption and transmittal of the ROPS is required to receive money from the Redevelopment Property Tax Trust Fund (RPTTF) to pay ongoing bond payments and other enforceable obligations of the former Redevelopment Agency.

ALTERNATIVES:

Do not adopt the resolutions approving the ROPS and Administrative Budget and provide alternate direction to staff. Due to time constraints, this may result in penalty of $10,000 per day.

ATTACHMENTS:

1. Resolution Approving Successor Agency ROPS
   Exhibit A - Madera Recognized Obligation Payment Schedule– ROPS Detail
2. Resolution Approving the Successor Agency Administrative
   Budget Exhibit A – Administrative Budget Detail

ATTACHMENT 1

RESOLUTION NO. SA 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 25-26 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2025-2026 FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"),which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency")as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177 (a)(1) of the California Health and Safety Code (added by the Dissolution Act) required that each redevelopment agency adopt a Recognized Obligation Payment Schedule (ROPS) for payments the redevelopment agency was obligated to make; and

WHEREAS, Section 34177(o) (1) of the California Health and Safety Code requires the Agency to prepare the ROPS in a format provided for by the Department of Finance for the approval of the Oversight Board and Department of Finance; and

WHEREAS, the Agency reserves the right pursuant to HSC section 34177 (o) (1) (E) to amend the ROPS for approved enforceable obligations as needed and is due to Finance no later than October 1.

NOW, THEREFORE the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.

2. The Agency hereby approves and adopts the Recognized Obligation Payment Schedule 25-26 for the period July 1, 2025 through June 30, 2026 attached hereto as Exhibit A.

3. The Agency authorizes and directs the City Manager to:

   (a) Present a copy of the adopted Recognized Obligation Payment Schedule 25-26 for the period July 1, 2025 through June 30, 2026 to the Countywide Oversight Board for approval.

   (b) Transmit a copy of the adopted Recognized Obligation Payment Schedule 25-26 for the period July 1, 2025 through June 30, 2026 by mail or electronic means to the State Department of Finance, the State Controller, Madera County Administrator and Madera County Auditor- Controller.

   (c) Post the Recognized Obligation Payment Schedule 25-26 for the period July 1,2025 through June 30, 2026 on the City's website.

4. The Agency designates the City Manager as the individual to whom the Department of Finance may make requests for information and who shall provide the department with his telephone number and email address for purposes of communication.

5. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A - Madera Recognized Obligation Payment Schedule– ROPS Detail

Madera City ROPS 2025-26 Annual								
Item #	**Obligation Name**	**Obligation Type**	**Agreement Execution Date**	**Agreement Termination**	**Payee**	**Description**	**Total Outstanding Obligation**	**Total Requested Funding**
54	SA Staff Support Costs	Staff Support Costs	1/1/2012	9/10/2038	Successor Agency	Administrative Costs	210,000	15,000
165	2018A Tax Allocation Refunding Bonds	Bonds Issued on or Before 12/31/10	6/28/2018	9/1/2038	Bank New York Mellon	Refunding bonds issue to fund RDA projects	35,512,713	2,420,525
166	2018B Tax Allocation Refunding Bonds	Bonds Issued on or Before 12/31/10	6/28/2018	9/1/2025	Bank New York Mellon	Refunding bonds issue to fund RDA projects	414,240	414,240
167	2018 Series Trustee Fee, Arbitrage, Out of Pocket	Fees	6/28/2018	9/1/2038	Bank New York Mellon	Trustee Fees, Disclosure Rprt, Bond Council	140,000	10,000
168	2018 Series Continuing Disclosure	Fees	10/10/2018	9/1/2038	Fraser & Associates	Continuing Disclosure per Bond Requirements	70,000	5,000
						Totals	**36,346,953**	**2,864,765**

ATTACHMENT 2

RESOLUTION NO. SA 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVEBUDGET FOR JULY 1, 2025 THROUGH JUNE 30, 2026

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"),which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency")as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177(j) of the California Health and Safety Code (added by the Dissolution Act) requires the Agency to prepare and approve an Administrative Budget for administrative costs of the Agency for the upcoming fiscal year as provided in Section 34177 and submit to the Oversight Board for its approval.

NOW, THEREFORE the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Agency hereby approves the Administrative Budget for administrative costs for the period July 1, 2025 through June 30, 2026 attached hereto as Exhibit A.

3. The Agency authorizes and directs the City Manager to:
   (a) Present a copy of the Administrative Budget for administrative costs for the period July 1, 2025 through June 30, 2026 to the Madera Countywide Oversight Board for approval.
   (b) Upon approval of the Countywide Oversight Board, transmit a copy of the Administrative Budget for administrative costs for the period July 1, 2025 through June 30, 2026 by mail or electronic means to the Madera County Auditor-Controller.
4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPEMENT AGENCY
Administrative Budget
July 1, 2025 to June 30, 2026

RPTTF

Staff Support Costs	$15,000
Trustee Fees	10,000
Continuing Disclosure	5,000
TOTAL	$30,000

REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: D-3

SUBJECT:

Joint Groundwater Sustainability Plan 2025 Plan Amendment

RECOMMENDATION:

Approve Resolution Adopting the Joint Groundwater Sustainability Plan 2025 Plan Amendment and thereby also approving related Second Amendment to the Madera Subbasin Coordination Agreement, Memorandum of Understanding Establishing an Interconnected Surface Water Working Group and Madera Subbasin Groundwater Sustainability Plan Periodic Evaluation

SUMMARY:

The City of Madera (City) is one of seven agencies that have established a Groundwater Sustainability Agency (GSA) within the boundaries of Madera Groundwater Subbasin (Subbasin) pursuant to the 2014 Sustainable Groundwater Management Act (SGMA). The seven GSAs include the following members:

- City of Madera (City)
- County of Madera (County)
- Madera Irrigation District (MID)
- Madera Water District (MWD)
- Gravelly Ford Water District
- Root Creek Water District
- New Stone Water District (NWSD)

Four GSAs, including the City, County, MID, and MWD, prepared one joint GSP.

The original joint GSP, prepared in 2020, requires GSAs to achieve groundwater sustainability in the Subbasin by 2040. Combined, the original joint GSP GSAs are responsible for approximately

95 percent of the Subbasin.

The remaining three GSAs, Gravelly Ford Water District GSA, Root Creek Water District GSA and New Stone Water District GSA, each prepared their own individual GSPs, which, when combined with the joint GSP, collectively cover and manage the entire Subbasin as required by SGMA.

The GSAs were required to prepare, adopt and begin implementing the GSP by January 31, 2020.

While the GSP was submitted on time in January 2020, the Department of Water Resources (DWR) did not initiate their review of the GSP until October 9, 2020 due to the inability of all seven GSAs to enter into a coordination agreement, also required as a part of SGMA. The results of this review which identified four deficiencies in the GSP was sent to the Subbasin Point of Contact in a letter dated September 22, 2022.

On or about March 21, 2023, the seven GSAs developed and submitted four Revised GSPs and an Amended Madera Subbasin Coordination Agreement to DWR in response to the September 22, 2022 DWR letter.

On December 21, 2023, DWR completed a review of the four Revised GSPs and the Amended Madera Subbasin Coordination Agreement. As a result of this review, DWR approved the four Revised GSPs and the Amended Madera Subbasin Coordination Agreement with certain recommended corrective actions.

The Joint Groundwater Sustainability Plan 2025 Plan Amendment (Amendment) found at https://www.madera.gov/home/departments/engineering/#tr-madera-joint-groundwater-sustainability-plan-253403 incorporates the recommended corrective actions.

DISCUSSION:

As noted previously, the Amendment addresses recommended corrective actions identified by DWR in their December 2023 letter approving the 2023 Revised GSP. Through the Amendment, each of the four GSPs and the Coordination Agreement have been amended to reconcile or show substantive progress toward DWR's recommended corrective actions. A summary of revisions made in the Amendment are as follows:

- **Revisions Related to Corrective Action 1 – Plan Adoption:** In response to the recommended action that the Joint GSP should explain that all Joint GSP GSAs have adopted the Joint GSP and are committed to implementing the 2023 Revised Plan consistent with SGMA, text was added describing the adoption of the Joint GSP (March 2023 Revisions) by all four Joint GSP GSAs and their commitment to implementing the Plan consistent with SGMA. The Amendment was further adopted by all Subbasin GSAs.

- **Revisions Related to Corrective Action 2 – Coordination:** In response to the recommended action that GSAs continue to coordinate to eliminate areas of disagreement, text was added documenting the robust coordination efforts and

commitments the Subbasin GSAs have taken to eliminate any areas of disagreement ensuring that groundwater sustainability is achieved within the Subbasin. This includes the engagement of facilitation support services to assist the GSAs in working through and eliminating any areas of disagreement, including topics related to the Coordination Agreement and the domestic well mitigation program; developing consensus regarding data, methods, and use of data across the Subbasin; and signing a new Coordination Agreement included in Appendix 1.J of the Amendment found at https://www.madera.gov/home/departments/engineering/#tr-madera-joint-groundwater-sustainability-plan-253403 and attached as Exhibit A.

- **Revisions Related to Corrective Action 3 – Chronic Lowering of Groundwater Levels:** In response to the recommended action that the Revised Plan be amended to discuss the relationship between the sustainable management criteria (SMC) for chronic lowering of groundwater levels and the other sustainability indicators, including how the SMC avoid undesirable results for each of the other sustainability indicators, revisions were made to describe the relationship between the SMC for chronic lowering of groundwater levels and the other sustainability indicators. This includes an explanation of how the SMC, including interim milestones (Ims), were established to avoid undesirable results for each of the other sustainability indicators and an explanation of how groundwater levels and subsidence are separate sustainability indicators, and that the most restrictive SMC governs.

- **Revisions Related to Corrective Action 4 – Land Subsidence:** In response to the recommended action that the Revised Plan be amended to address several land subsidence-related topics, revisions were made to document efforts to reevaluate and refine the land subsidence analysis for the Subbasin. This includes clearly describing the significant and unreasonable conditions the GSAs are managing the Subbasin to avoid; reviewing and refining the quantitative metrics that define an undesirable result for subsidence (including identifying and defining the cumulative amount of subsidence that, if exceeded, would substantially impact groundwater and land surface beneficial uses and users); conducting interviews with critical infrastructure owners and operators; and describing projects and management actions (PMAs) that will be implemented to minimize or eliminate subsidence.

- **Revisions Related to Corrective Action 5 – HCM (Hydrogeologic Conceptual Model):** In response to the recommended action that the Revised Plan be amended to discuss the uncertainty concerning the HCM and provide a description of HCM data gaps, additional discussion was added to discuss uncertainties related to the HCM and a description of HCM data gaps and how these have been or are being addressed.

- **Revisions Related to Corrective Action 6 – Degraded Water Quality**: In response to the recommended action that the Revised Plan be amended to address several water quality-related topics, text was added describing revisions related to the SMC for water quality, including revisions to undesirable results, justification for undesirable result definitions,

an explanation of how interim milestones were established, and a discussion of uncertainties.

In addition to addressing DWR's recommended corrective actions, the Subbasin GSAs have proactively addressed two additional topics in the Amendment:

- **Revisions Related to Additional Topic 1 –ISW**: Though not specifically requested by DWR, the GSAs have taken the initiative to engage in ISW coordination with applicable GSAs in the Kings Subbasin, the USBR, the FWA, and the SJRRP. Through this coordination, efforts have also been made to draw greater consistency between ISW workplans for the Subbasin GSAs and participating Kings Subbasin GSAs included in Appendix 3.1.b of the Amendment found at https://www.madera.gov/home/departments/engineering/#tr-madera-joint-groundwater-sustainability-plan-253403 and attached as Exhibit B. Staff recommends approval of this agreement.

- **Revisions Related to Additional Topic 2 – Updates Regarding PMAs**: Additionally, though not specifically requested by DWR, the GSAs have provided updates on PMA planning and implementation since the 2023 Revised Plan was completed and submitted in March 2023.

Like other milestone submittals, and as required by SGMA, the GSAs conducted public outreach during the Amendment process. This was achieved through email outreach and through public Board and governing body meetings. The GSAs distributed the draft Amendments for public review and comment in November-December 2024. A webinar workshop was held in December 2024 where the GSAs presented the key changes to the Amendment and received public comment. Public comments were considered in the final 2025 Plan Amendment and responses to those comments will be provided as an appendix to the Amendment.

In addition to the Amendment, GSAs must evaluate the GSP at least every five years in accordance with GSP regulations (23 CCR Section 356.4). This periodic evaluation which can be found at https://www.madera.gov/home/departments/engineering/#tr-madera-joint-groundwater-sustainability-plan-253403 "provides a written assessment [describing] whether GSP implementation, including implementation of projects and management actions (PMAs), are meeting the sustainability goal in the Subbasin." The first periodic evaluation and update to the GSP must be completed by at least January 2025 (five years after initial GSP adoption). The Periodic evaluation is ongoing and is anticipated to be complete and be submitted by the end of January 2025. The evaluation, in general, indicates that the Subbasin GSAs remain on track to achieving the Subbasin sustainability goal. This is evidenced by current groundwater conditions when compared to the 2025 IMs described in the Amendment.

Related to Corrective Action 2 – Coordination, the Second Amendment to the Madera Subbasin Coordination Agreement. The current agreement expired on December 31, 2024. The only substantive change reflective of this amendment is that the expiration date has been changed to December 31, 2040. Staff recommends approval of this agreement.

FINANCIAL IMPACT:

The City's General Fund is not directly impacted as a result of this report.

ALTERNATIVES:

Not approve the Amendment – It is not known with any certainty how a decision by one GSA might impact DWR's assessment of a determination of inadequacy as this was tested previously without resulting in such a determination.

ATTACHMENTS:

1. Resolution
   Exhibit A – Second Amendment to the Madera Subbasin Coordination Agreement
   Exhibit B – Memorandum of Understanding Establishing an Interconnected Surface Water Working Group

Attachment 1

Resolution

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF MADERA AND THE CITY OF MADERA, GROUNDWATER SUSTAINABILITY AGENCY BOARD ADOPTING A JOINT GROUNDWATER SUSTAINABILITY PLAN 2025 PLAN AMENDMENT, SECOND AMENDMENT TO THE MADERA SUBBASIN COORDINATION AGREEMENT, MEMORANDUM OF UNDERSTANDING ESTABLISHING INTERCONNECTED SURFACE WATER WORKING GROUP AND MADERA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN PERIODIC EVALUATION

WHEREAS, the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act ("SGMA"), in California Water Code §10720 et seq., pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor and Chaptered by the Secretary of State on September 16, 2014; and

WHEREAS, SGMA requires that each groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

WHEREAS, the Madera Groundwater Subbasin ("Madera Subbasin") has been designated by the Department of Water Resources ("DWR") as a high-priority basin and in critical groundwater overdraft (DWR Bulletin 118 Groundwater Basin No. 5-022.06); and

WHEREAS, the City of Madera GSA is the exclusive GSA under SGMA for certain portions of the Madera Subbasin; and

WHEREAS, pursuant to Water Code section 10727, SGMA requires that a GSP, or multiple GSPs, be developed and implemented by January 31, 2020 for each high-priority basin in critical groundwater overdraft; and

WHEREAS, Madera Water District GSA, the County of Madera GSA – Madera Subbasin, Madera Irrigation District GSA, and City of Madera GSA have collaboratively developed and adopted one joint GSP ("Madera Subbasin Joint GSP"); Root Creek Water District GSA has developed and adopted one GSP; Gravelly Ford Water District GSA has developed and adopted one GSP; and New Stone Water District GSA has developed and adopted one GSP, such that the Madera Subbasin is governed by four separate GSPs unified through the Madera Subbasin Coordination Agreement; and

WHEREAS, the Madera Subbasin has no adjudicated areas or areas covered by an Alternative to a GSP as described in Water Code Section 10733.6; and

WHEREAS, on or about January 31, 2020, the Madera Subbasin Joint GSP was submitted to DWR for review, public comment, and approval; and

WHEREAS, DWR did not initiate review of the four GSPs until October 9, 2020; and

WHEREAS, on September 22, 2022, DWR completed a review of the four GSPs and Madera Subbasin Coordination Agreement submitted January 31, 2020 and sent a letter to the Madera Subbasin Point of Contact (John Davids of Davids Engineering, Inc.) stating that the four GSPs and Madera Subbasin Coordination Agreement were determined to be incomplete; and

WHEREAS, the Subbasin GSAs acted quickly to develop and submit four Revised GSPs and the Amended Madera Subbasin Coordination Agreement to DWR on or about March 21, 2023; and

WHEREAS, on December 21, 2023, DWR completed a review of the four Revised GSPs and the Amended Madera Subbasin Coordination Agreement submitted on or about March 21, 2023 and sent a letter to the Madera Subbasin Point of Contact stating that the four Revised GSPs and the Amended Madera Subbasin Coordination Agreement were approved, with certain recommended corrective actions; and

WHEREAS, Madera Water District GSA, County of Madera GSA – Madera Subbasin, Madera Irrigation District GSA, and City of Madera GSA have completed additional amendments to the Madera Subbasin Joint GSP consistent with the recommended corrective actions provided by DWR in their December 21, 2023 letter; and

WHEREAS, the Madera Subbasin Joint GSP amendments completed in January 2025 are commonly referred to as the Joint GSP 2025 Plan Amendment; and

WHEREAS, Madera County and the City of Madera provided the Subbasin GSAs a notice waiving the 90-day notice requirements pursuant to Water Code section 10728.4; and

WHEREAS, a public workshop webinar was held on December 5, 2024 to describe and solicit public input on the Joint GSP 2025 Plan Amendment; and

WHEREAS, a notice of the public hearing for the adoption of this Resolution was published in the Madera Tribune January 1, 2025; and

WHEREAS, upon adoption of a GSP, Water Code section 10733.4 requires that the GSP be submitted to DWR for review; and

WHEREAS, at its special meeting of January 15, 2025, the Council considered the City Engineer's report regarding the Joint GSP 2025 Plan Amendment and the associated documents including the Second Amendment to the Madera Subbasin Coordination Agreement, Memorandum of Understanding Establishing an Interconnected Surface Water

Working Group and Madera Subbasin Groundwater Sustainability Plan Periodic Evaluation.

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

1. The above recitals are true and correct.

2. The Joint GSP 2025 Plan Amendment is hereby approved and adopted.

3. The Second Amendment to the Madera Subbasin Coordination Agreement is hereby approved and adopted.

4. The Memorandum of Understanding Establishing an Interconnected Surface Water Working Group is hereby approved and adopted.

5. The Council authorizes the Madera City Engineer to take such other actions as may be necessary to submit the GSP 2025 Plan Amendment, and Second Amendment to the Madera Subbasin Coordination Agreement, Memorandum of Understanding Establishing an Interconnected Surface Water Working Group and Madera Subbasin Groundwater Sustainability Plan Periodic Evaluation to the California Department of Water Resources and to implement the purpose of this resolution.

6. The City Clerk of the City of Madera GSA is hereby authorized and directed to timely provide notification of this approval and adoption to DWR, including a copy of this Resolution and any additional information required by law.

7. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

SECOND AMENDMENT TO THE MADERA SUBBASIN COORDINATION AGREEMENT

This SECOND AMENDMENT (AMENDMENT) to the MADERA SUBBASIN COORDINATION AGREEMENT ("Agreement") is entered into the_____day of January 2025 (the "Effective Date"), by and between the Groundwater Sustainability Agencies of the COUNTY OF MADERA ("County"), the CITY OF MADERA ("City"), the MADERA IRRIGATION DISTRICT ("MID"), the ROOT CREEK WATER DISTRICT ("RCWD"), the MADERA WATER DISTRICT ("MWD"), the GRAVELLY FORD WATER DISTRICT ("GFWD"), and the NEW STONE WATER DISTRICT ("NSWD"), collectively hereinafter referred to as the "Parties," or individually as the "Party."

RECITALS

A. **WHEREAS**, groundwater and surface water resources within the Madera Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.06) (Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and

B. **WHEREAS**, agriculture has been prominent in making Madera County one of the world's foremost agricultural areas and plays a major role in the economy of Madera County; and

C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and

D. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and

E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and

F. **WHEREAS**, County, City, MID, and MWD have developed one GSP; RCWD has developed one GSP; GFWD has developed one GSP; and NSWD has developed

one GSP, such that the Subbasin is governed by four separate GSPs unified through the Agreement; and

G. **WHEREAS**, in January 2020, the Parties submitted four GSPs to DWR; and

H. **WHEREAS**, in January 2020, the Parties entered into the Agreement; and

I. **WHEREAS**, in March 2023, the Parties executed the first amendment to the Agreement; and

J. **WHEREAS**, the Agreement was defined as remaining in effect until December 31, 2024 unless terminated earlier by the Parties.

K. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to amend the Agreement as follows:

AGREEMENT

1. **TERMINATION DATE.** The Parties agree that the Agreement shall remain in effect until December 31, 2040 unless terminated earlier by the Parties as provided in the Agreement.

2. **NOTICES**. All notices required or permitted by the AMENDMENT shall be made in writing and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this section. The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To County GSA:	County of Madera Stephanie Anagnoson 200 W 4th Street, 4th Floor Madera, CA 93637
To MID GSA:	Madera Irrigation District Thomas Greci 12152 Road 28 1/4 Madera, CA 93637
To RCWD GSA:	Root Creek Water District

	Julia Berry PO Box 27950 Fresno, CA 93729
To GFWD GSA:	Gravelly Ford Water District Don Roberts 18811 Road 27 Madera, CA 93638
To City GSA:	City of Madera Keith Helmuth 428 East Yosemite Avenue Madera, CA 93638
To NSWD GSA:	New Stone Water District Gabriella Lion 9500 South DeWolf Avenue Selma, CA 93662
To MWD GSA:	Madera Water District Phil Janzen 1663 N. Schnoor Street, Suite 105 Madera, CA 93638

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (conformation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, the Parties have caused this AMENDMENT to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this AMENDMENT on behalf of the Party for whom he/she signs.

County of Madera

Leticia Gonzales

Date

Madera Irrigation District

Thomas Greci

Date

Root Creek Water District

Julia Berry

Date

Gravelly Ford Water District

Don Roberts

Date

City of Madera

Cecelia Gallegos

Date

New Stone Water District

Gabriella Lion

Date

Madera Water District

Phil Janzen

Date

EXHIBIT B

MEMORANDUM OF UNDERSTANDING ESTABLISHING AN INTERCONNECTED SURFACE WATER WORKING GROUP

This Memorandum of Understanding ("MOU") is entered into this ___day of _____2025 (the "Effective Date"), by and between the UNITED STATES BUREAU OF RECLAMATION ("USBR"), the FRIANT WATER AUTHORITY ("FWA"), SAN JOAQUIN RIVER RESTORATION PROGRAM RESTORATION ADMINISTRATOR ("SJRRP RA"), and the Groundwater Sustainability Agencies of the COUNTY OF MADERA ("MCGSA"), the CITY OF MADERA ("CMGSA"), the MADERA IRRIGATION DISTRICT ("MIDGSA"), the MADERA WATER DISTRICT ("MWDGSA"), the GRAVELLY FORD WATER DISTRICT ("GFWDGSA"), the ROOT CREEK WATER DISTRICT ("RCWDGSA"), the NEW STONE WATER DISTRICT ("NSWDGSA"), the MCMULLIN AREA ("MAGSA"), and the NORTH KINGS ("NKGSA"), collectively hereinafter referred to as the "Parties," and excluding USBR, FWA, and the SJRRP RA as the "GSA Parties" or singularly herein referred to as a "Party."

RECITALS

A. **WHEREAS**, groundwater and surface water resources within the Madera and Kings Subbasins of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.06 and 5-22.08 respectively) ("Subbasins") are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasins; and

B. **WHEREAS**, agricultural production in Madera and Fresno Counties supports one of the world's foremost agricultural areas and plays a major role in the economy of Madera and Fresno Counties; and

C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 ("SGMA"), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014, and went into effect on January 1, 2015; and

D. **WHEREAS**, the Subbasins have been designated by the California Department of Water Resources ("DWR") as high-priority subbasins in a condition of critical groundwater overdraft and subject to the requirements of SGMA; and

E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

F. **WHEREAS**, the nine GSAs that are party to this MOU are as set-forth above and depicted in Exhibit A; and

G. **WHEREAS**, GSPs for the Subbasins have been approved by DWR; and

H. **WHEREAS**, the Subbasins are currently working on their first statutorily required Plan Amendments and/or Periodic Evaluations that are due to DWR in January 2025; and

I. **WHEREAS**, the Parties have been meeting in good faith to discuss interconnected surface water-groundwater ("ISW") since late 2023; and

J. **WHEREAS**, USBR, FWA, and the SJRRP RA have interest in groundwater sustainability in the Kings Subbasin and Madera Subbasin as memorialized in comment letters uploaded to the SGMA portal dated May 14, 2020, December 16, 2020, September 30, 2022, and June 2, 2023; and

K. **WHEREAS**, the Parties recognize that ISW and any resulting losses/gains in stream flow are impacted by numerous variables, many outside the control of the GSAs that are parties to this MOU; and

L. **WHEREAS**, FWA is a public agency formed by its members to, among other things, preserve and protect the rights and benefits of its members in the Central Valley Project; and

M. **WHEREAS**, both USBR and FWA member agencies are signatories to the Stipulation of Settlement dated September 13, 2006 with the plaintiff's coalition led by Natural Resources Defense Council (collectively referred to as the "Settling Parties"); and

N. **WHEREAS**, both USBR and FWA have certain obligations to maintain and protect flows in the San Joaquin River under the Stipulation of Settlement dated September 13, 2006; those flows are protected pursuant to California Water Code § 1707, and

O. **WHEREAS**, the SJRRP RA is jointly selected by the Natural Resources Defense Council and FWA and provides recommendations to the Secretary of Interior and the Governor of California regarding specific elements of the Stipulation of Settlement dated September 13, 2006 related to the San Joaquin River Restoration Program's Restoration Goal, and

P. **WHEREAS**, Madera Irrigation District is a signatory to the Stipulation of Settlement dated September 13, 2006; and

Q. **WHEREAS**, the GSAs set-forth herein are not signatories to the Stipulation of Settlement dated September 13, 2006; and

R. **WHEREAS**, nothing in this MOU changes, supersedes, or otherwise alters USBR and FWA obligations under the Stipulation of Settlement dated September 13, 2006; and

S. **WHEREAS**, the Parties agree that nothing in this MOU changes, supersedes, or otherwise alters any existing agreements and/or rights held by the GSAs, their underlying landowners, FWA, and/or USBR; and

T. **WHEREAS**, SGMA identifies undesirable results as the effects caused by groundwater conditions occurring throughout a subbasin related to six sustainability indicators, including depletions of interconnected surface water-groundwater that have significant and unreasonable adverse impacts on beneficial uses and users of the surface water; and

U. **WHEREAS**, DWR has released three papers on ISW and depletions of ISW aimed at providing GSAs and the California water resources community with informational resources to help identify, understand, and communicate the nature, occurrence, and estimation of depletions of ISW; and

V. **WHEREAS**, SGMA requires GSAs to develop and implement GSPs to avoid undesirable results and mitigate overdraft within 20 years; and

W. **WHEREAS**, the GSA Parties acknowledge that they cannot control groundwater conditions not caused by groundwater management activities outside of the geographical boundaries for the GSAs set-forth herein; and

X. **WHEREAS**, the Parties, individually, have undertaken efforts to analyze ISW along the San Joaquin River from Millerton to the Mendota Pool as depicted in Exhibit B; and

Y. **WHEREAS**, subject to the conditions below, the Parties desire to collaboratively study, review, and analyze ISW and any associated impacts (including during the implementation period of the GSPs) in a cooperative and coordinated manner.

Z. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to collectively analyze ISW along the San Joaquin River reaches depicted in Exhibit B for depletions of ISW as follows:

AGREEMENT

1. **WORK PLAN IMPLEMENTATION AND COLLABORATION.** The Parties agree to work collaboratively on potential refinement and subsequent implementation of separate but coordinated ISW Work Plans for the Subbasins.

2. **DATA SHARING.** The Parties agree that individual work products have been prepared and/or will be prepared as it relates to ISW along the San Joaquin River reaches depicted in Exhibit B. Such information may include, but is not limited to, groundwater levels, flow measurements, river channel bottom elevations, San Joaquin River stage data, estimate of river losses, analysis of existing Holding Contracts, and analysis of riparian diversions. To the extent provided by law and regulations and subject to any privileges directing non-release, the Parties agree to share such information as has been or will be prepared with each other.

3. **TECHNICAL COMMITTEE**. The Parties shall establish a Technical Committee ("Committee") that will assume various coordination and management responsibilities, potentially including, but not limited to:

    a. Potential refinements to the ISW Work Plans (described in Section 1)
    b. Facilitating data sharing and collaboration among the Parties
    c. Coordinating implementation of the Work Plans among the Parties (described in Section 1).

    The Committee shall include at least one technical staff representative from each of the Parties and shall meet no less than quarterly.

4. **TERM**. The Parties agree that the term of this MOU shall continue for the duration of the GSP implementation period until groundwater sustainability is achieved in the Subbasins by or before 2040 and/or until otherwise directed by the Parties. Any Party may withdraw from this MOU by providing written notice to the other Parties.

5. **RECOGNITION OF INTENT**. The Parties agree that execution of this MOU signals the mutual intent of the Partes to collaboratively work together and that such mutual intent shall be conveyed to DWR and/or the State Water Resources Control Board (SWRCB) as may be required.

6. **IN-KIND SERVICES**. Unless otherwise agreed to by the Committee and solely with respect to the GSA Parties, the Parties agree that time and resources associated with activities performed under this MOU shall be done so through in-kind services.

7. **ENVIRONMENTAL REVIEW**. The GSA Parties agree to cooperatively complete any environmental review as may be determined necessary for activities contemplated and/or planned under this MOU.

8. **NOTICES**. All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 8. The addresses and addressees noted below are the Party's designated address and addressee for delivery or mailing notices.

To MCGSA:	County of Madera Stephanie Anagnoson 200 W 4th Street, 4th Floor Madera, CA 93637
To MIDGSA:	Madera Irrigation District Thomas Greci 12152 Road 28 1/4 Madera, CA 93637
To GFWDGSA:	Gravelly Ford Water District Don Roberts 18811 Road 27 Madera, CA 93638
To CMGSA:	City of Madera Keith Helmuth 428 East Yosemite Avenue Madera, CA 93638
To MWDGSA:	Madera Water District Phil Janzen 1663 N. Schnoor Street, Suite 105 Madera, CA 93637

To NSWDGSA:	New Stone Water District GSA Gabriella Lion 9500 South DeWolf Avenue Selma, CA 93662
To RCWDGSA:	Root Creek Water District Julia Berry PO Box 27950 Fresno, CA 93729
To NKGSA:	North Kings GSA Kassy Chauhan 2907 S. Maple Avenue Fresno, CA 93725
To MAGSA:	McMullin Area GSA Matt Hurley 275 S. Madera Avenue, Suite 301 Kerman, CA 93630
To USBR:	United States Bureau of Reclamation Donald E. Portz, PhD. 2800 Cottage Way, CGB-170 Sacramento, CA 95825-1898
To FWA:	Friant Water Authority Jason Phillips 854 N. Harvard Avenue Lindsay, CA 93247
To SJRRP RA:	Restoration Administrator Thomas R. Johnson 7090 Wells Avenue Loomis, CA 95650

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

9. **NO EFFECT ON RIGHTS.** Nothing in this MOU may be construed as affecting the rights of the Parties to comment on or challenge as to legal compliance under SGMA or other applicable law any provision of a GSP or management action that a GSA Party may subsequently adopt, including with respect to matters pertaining to ISW.

10. **REPRESENTATION OF SIGNATORY AUTHORITY**. All Parties to this MOU warrant and represent that they have the power and authority to enter into this MOU and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all ~~former~~ requirements necessary or required by the state or federal law in order to enter into the MOU have been fully complied with. This MOU may be signed in counterparts, electronic or digital or otherwise, each of which will constitute an original. This MOU may only be amended or modified by a written instrument executed by all of the Parties.

11. **ADDITION OF PARTIES**. Additional parties may be added to the MOU at any time through unanimous consent of the Parties. Such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and agree to be bound by the terms herein, as of the Effective Date listed above.

County of Madera GSA

Leticia Gonzales _____ Date _____

Madera Irrigation District GSA

Thomas Greci _____ Date _____

Gravelly Ford Water District GSA

Don Roberts _____ Date _____

City of Madera GSA

Cecelia Gallegos _____ Date _____

Madera Water District GSA

Phil Janzen _____ Date _____

Root Creek Water District GSA

Julia Berry _____ Date _____

New Stone Water District GSA

Gabriella Lion _____ Date _____

McMullin Area GSA

Matt Hurley _____ Date _____

North Kings GSA

Kassy Chauhan _____ Date _____

USBR

Donald E. Portz, Ph.D. _____ Date _____

Friant Water Authority

Jason Phillips _____ Date _____

San Joaquin River Restoration Program Restoration Administrator

Thomas R. Johnson _____ Date _____

EXHIBIT A

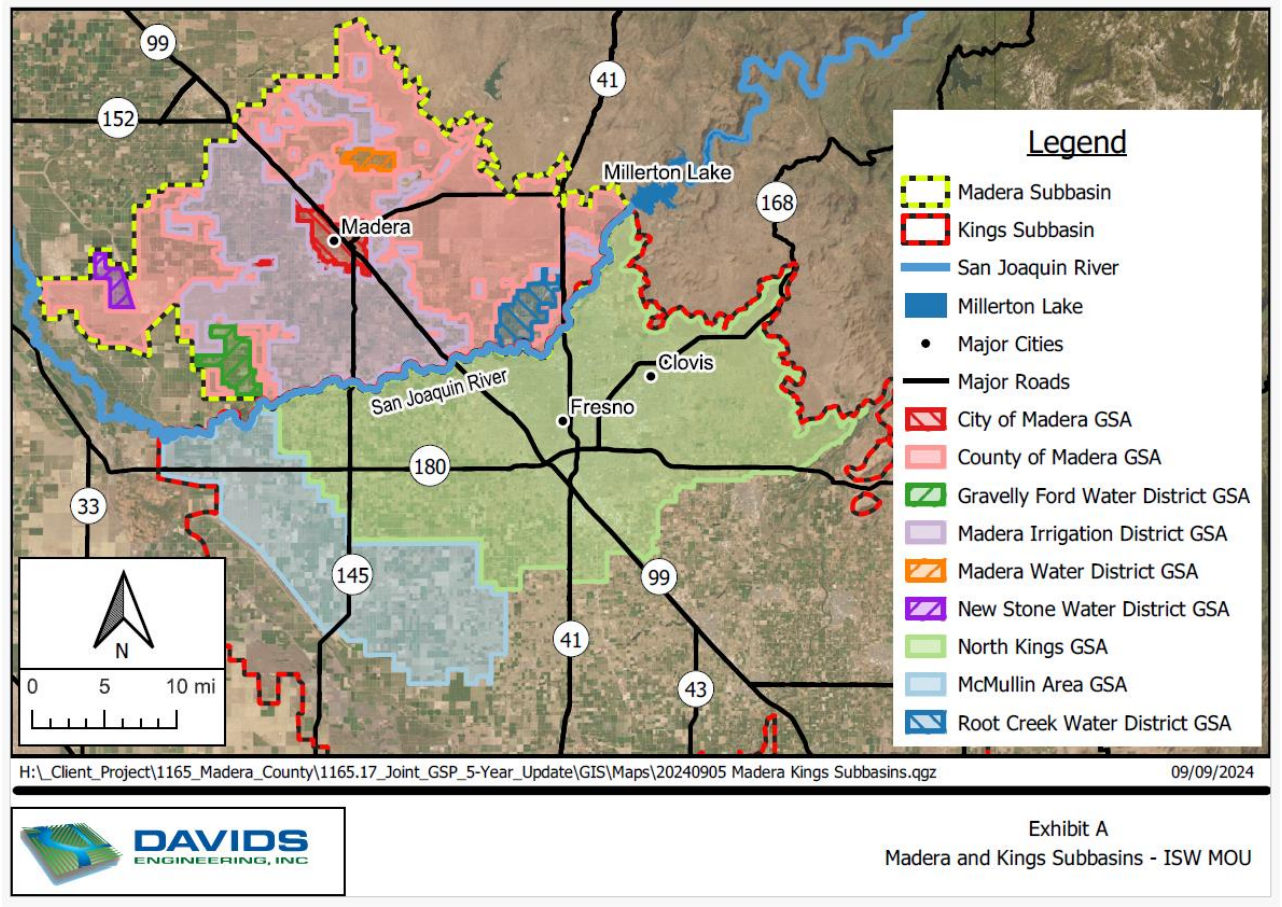
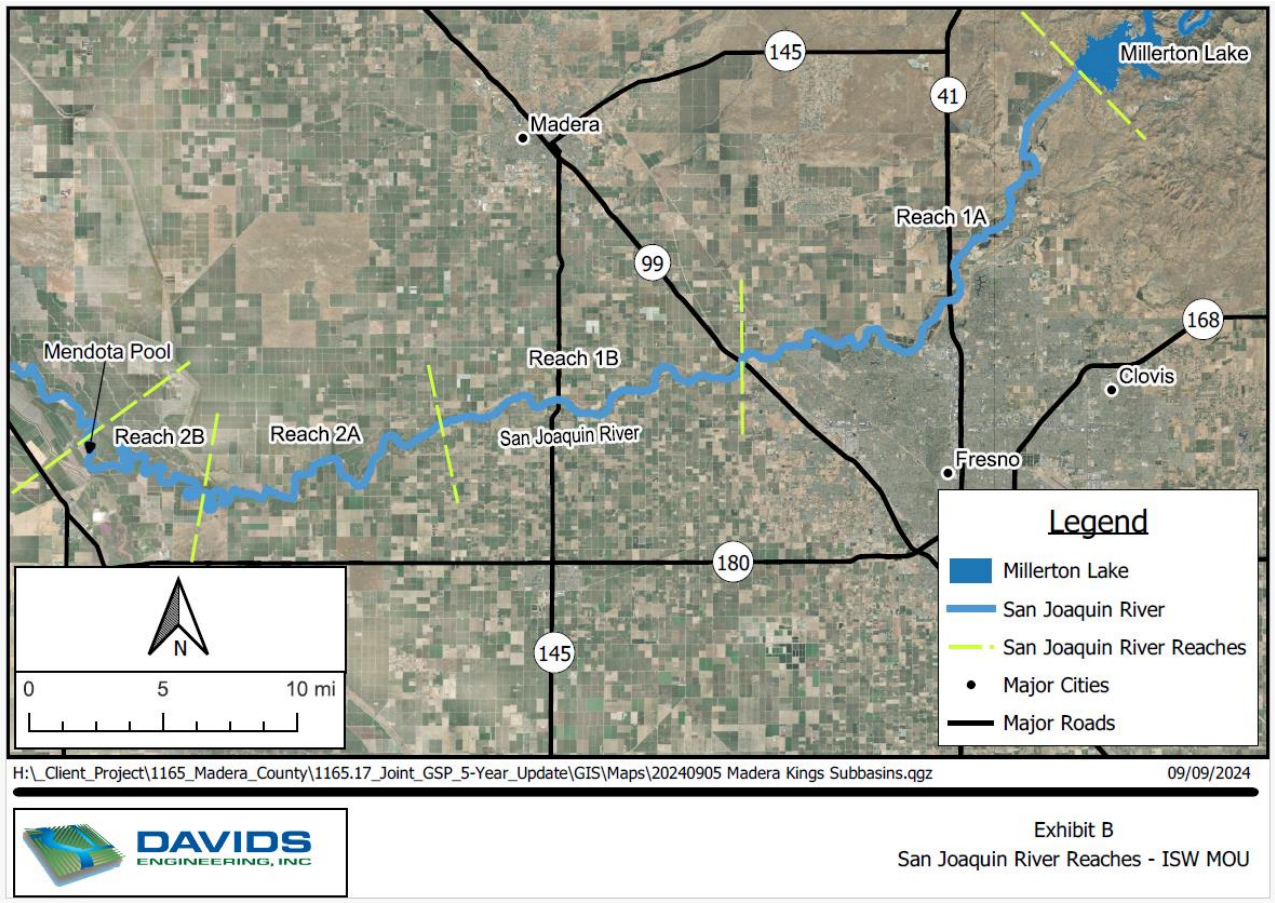

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Millerton Lake
Major Cities
Major Roads
City of Madera GSA
County of Madera GSA
Gravelly Ford Water District GSA
Madera Irrigation District GSA
Madera Water District GSA
New Stone Water District GSA
North Kings GSA
McMullin Area GSA
Root Creek Water District GSA
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09/09/2024
DAVIDS ENGINEERING, INC
Exhibit A
Madera and Kings Subbasins - ISW MOU

EXHIBIT B


145
Millerton Lake
41
Madera
Reach 1A
99
168
Mendota Pool
Reach 1B
Clovis
Reach 2B
Reach 2A
San Joaquin River
Fresno
180
145
N
0
5
10 mi
Legend
Millerton Lake
San Joaquin River
San Joaquin River Reaches
Major Cities
Major Roads
H:_Client_Project\1165_Madera_County\1165.17_Joint_GSP_5-Year_Update\GIS\Maps\20240905 Madera Kings Subbasins.qgz
09/09/2024
DAVIDS
ENGINEERING, INC
Exhibit B
San Joaquin River Reaches - ISW MOU

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: D-4

SUBJECT:

City Council Appointment to Fill Vacancy in Council District 1

RECOMMENDATION:

It is recommended that the City Council:

1. Consider the applications for the City Council District 1 seat and, after deliberation, adopt a Resolution appointing a candidate to fill the vacancy; or

2. Direct staff to prepare a Resolution calling for a special election to fill the vacancy and return the same to the City Council no later than Sunday, February 2, 2025, as required by applicable law

DISCUSSION:

On December 4, 2024, the City Council voted to move forward with an appointment process to fill the District 1 vacancy created by the election of Cece Gallegos as Mayor. Council also outlined expectations for the process, which included submission of a completed application, a brief presentation by each candidate, and participation in a question-and-answer session. By motion, the Council identified Tim Riche and Rohi Zacharia (in alphabetical order by last name) as potential appointees for the District 1 seat.

At the December 18, 2024, Council meeting, by unanimous vote, the Council requested to revisit this item at the January 15, 2025 meeting to provide additional time for public input from residents impacted by the District 1 council seat vacancy. During this period, any new applications for the seat would also be considered. A public notice outlining the application process was published in the Madera Tribune and shared on the City's social media pages and website.

It is important to note that a four-member consensus is required to proceed with additional nominations and the same majority consensus is needed to appoint a candidate to fill the seat for District 1.

By the close of the application period, three additional applications were received from M. Wayne Padilla, Matthew Soto, and Erika L. Jauregui. All applicants confirmed their status as registered voters and their compliance with age and residency requirements.

The five applicants are listed on Table 1.

Table 1: *Applicants; in alphabetical order by last name*
Erika L. Jauregui
M. Wayne Padilla
Tim Riche
Matthew Soto
Rohi Zacharia

Process

Applications will be reviewed by the Council and a four-member consensus is required to proceed with additional nominations and the same majority consensus is needed to appoint a candidate to fill the seat for District 1.

If the Council nominates an applicant, the nominated candidate will be asked to give a brief presentation explaining why they are seeking to fill the District 1 Councilmember seat for the remainder of the term, and respond to questions posed by Council. Public comments will also be invited.

Once presentations, Council questions, and public comment have concluded, Council may proceed with selection process as follows.

1. Deliberations
2. Motion and second to appoint one of the candidates
3. If the motion receives a majority vote, proceed to adopt a Resolution appointing the candidate
4. Should the motion fail to receive a majority vote, Council may entertain another motion and proceed as outlined above. Repeat as necessary until a candidate receives majority vote.

Should the Council be unable to reach a decision, a Resolution calling a special election will need to be adopted. Under Code Section 36512 (b) (1) the earliest a special election can occur is on

the next regularly scheduled election date of November 4, 2025. As a result, the District 1 seat would remain vacant for nearly a year.

FINANCIAL IMPACT:

There is no significant fiscal impact associated with filling the vacancy through an appointment, apart from the monthly stipend of $500 and the cost of health benefits, should the appointed Councilmember choose to receive them. Alternatively, the appointee may elect to receive a $450 in-lieu payment in place of health benefits.

In contrast, the estimated cost of holding a special election in November 2025 is projected to range between $35,000 and $40,000.

ATTACHMENTS:

1. Resolution to Fill the District 1 Vacancy on the City Council following an Application and Interview Process
2. Applications (in alphabetical order by last name):
    a. Erika L. Jauregui
    b. M. Wayne Padilla
    c. Tim Riche
    d. Matthew Soto
    e. Rohi Zacharia
3. Resolution Calling for a Special Election to Fill the District 1 Vacancy on the City Council

Attachment 1: Resolution

RESOLUTION NO. 25-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO FILL THE DISTRICT 1 VACANCY ON THE CITY COUNCIL FOLLOWING AN APPLICATION AND INTERVIEW PROCESS

WHEREAS, City Council District 1 Councilmember Cece Gallegos was elected to serve as the City's Mayor during the November 2024 General Election; and

WHEREAS, if a sitting Councilmember is elected to another Council seat, their original seat becomes vacant pursuant to Government Code Section 1099, which states that a public officer shall not simultaneously hold two public offices that are incompatible. Furthermore, when two public offices are incompatible, the public officer is deemed to have forfeited the first office upon entering into the second, resulting in a vacancy in the first seat; and

WHEREAS, at a regular meeting of the City Council held on December 4, 2024, upon being sworn in as Mayor, Cece Gallegos vacated her seat as District 1 Councilmember; and

WHEREAS, Government Code Section 36512 establishes the means by which a City Council vacancy may be filled; and

WHEREAS, the City does not have an ordinance requiring a certain method for filling a vacancy, other than any appointment must reside in that district. Consequently, the City Council has the discretion to either fill the vacancy by appointment or call for a special election; and

WHEREAS, at the December 4, 2024 City Council meeting, the City Council nominated Tim Riche and Rohi Zacharia as potential candidates for the District 1 appointments; and

WHEREAS, at the December 4, 2024 City Council meeting, Mr. Riche and Mr. Zacharia accepted their nominations to fill the vacated District 1 seat; and

WHEREAS, the City Council requested that both nominees submit applications expressing their interest in serving the remainder of the term for the District 1 vacancy; and

WHEREAS, both nominees submitted applications by the deadlines outlined by the City Council; and

WHEREAS, at the regularly scheduled meeting held on December 18, 2024, the City Council considered the applications, allowed applicants to address the Council, and provided an opportunity for the public to comment upon the applicants.

WHEREAS, at the December 18, 2024 meeting, the City Council, by unanimous vote, requested to reopen the application process for the District 1 seat; and

WHEREAS, three additional applications were submitted by the deadlines outlined by the City Council by Erika L. Jauregui, Matthew Soto, and M. Wayne Padilla; and

WHEREAS, at the regularly scheduled meeting held on January 15, 2025 the City Council considered the applications; and

NOW, THEREFORE, the City Council of the City of Madera hereby resolve as follows:

1. Pursuant to Government Code Section 36512, _____ is hereby appointed to the vacant District 1 position on the City Council and shall serve as a member of the Madera City Council for the remainder of the unexpired term of former Councilmember Cece Gallegos.
2. The person appointed shall take office effective immediately after taking the Oath of Office and shall serve exactly as if elected at a municipal election for the office for a term ending in December 2026.
3. This resolution shall become effective immediately upon adoption.

****

Attachment 2: Applications

APPLICATION FOR APPOINTMENT TO THE MADERA CITY COUNCIL

This application is a public record and will be included with the applicable City Council materials and may be posted on the City's website. Thank you for your interest in serving on the City of Madera City Council.

DISTRICT RESIDENCY

Please note that candidates must reside in City Council District 1.

GENERAL INFORMATION

Name: ERIKA L. JAUREGUI

Home Address: [redacted]

Phone No.: [redacted]

Email: [redacted]

Occupation: [redacted] Employer: [redacted]

Number of years lived in Madera: 42

ATTACHMENTS:

In addition to completing this page, please attach:

1. A resume outlining your educational background and professional experience
2. Applicant questionnaire

I hereby certify that all statements made in this application are true and complete. I legally reside in the City of Madera in District 1. I am 18 years of age or older and registered to vote. In compliance with State law, I understand that I will be required to file a statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and are available for public inspection and copying. The application may be posted on the City's website.

Applicant's Signature — *Date* 01/06/2025

Civic service is a privilege and responsibility of our citizens. The value and importance of the participation of our citizens cannot be measured. Your interest in serving on the City Council of the City of Madera is *greatly appreciated*.

Erika Leticia Jáuregui

Cell: [redacted] • Email: [redacted]

Objective:

To learn, assist and oversee in the work of the city departments and agencies, and learn of the accountability and growth of the governance.

Work Experience:

Administrative Assistant/Logistics Coordinator (Jun '22 – Present)
HWJ Designs for Agribusiness – 401 N. Minnewawa Ave., Clovis, CA 93611

- Maintain confidential and sensitive information (NDA)
- Create International Documents for Customs
- Oversee shipments
- Coordinate Trucks to pick up and deliver products, domestic and internationally
- Handle Quote Requests
- Technical Support for Field Technicians
- Oversee orders
- Calculate Quarterly Sales Tax and Reconcile Credit Card Statements
- Assist in Audits
- Maintain service and installation manuals for machinery

Draftsperson (Mar '13 – Jun '22)
HWJ Designs for Agribusiness – 401 N. Minnewawa Ave., Clovis, CA 93611

- Render 3-dimensional images and parts
- Create parts as a portable DXF files to submit for laser manufacturing
- Create Parts, Service and Installation manuals for machinery and for prototypes
- Maintain confidential and sensitive information (NDA)
- Create electrical and assembly drawings for technicians and assemblers
- Create and complete purchase orders with vendors
- Perform duties as a Product Liaison
- Quality Control for critical tolerances on specialty parts
- Communication between departments and administrators for completion of orders
- Complete any special projects needed by request
- Provide relief in front office as needed with phone etiquette and office procedures

Production Supervisor (Feb '12 - Mar '13)
The Hulling Company (DBA Russell Harris Farms) - 19482 Road 19, Madera, CA 93637

- Oversaw fabrication shop production
- Prepared agendas for shop safety meetings
- Assisted in daily office operations with use of office equipment
- Tracked development financial expenses and recordkeeping for new facility construction
- Liaison between Management and Contractors
- Created agenda for meetings, recorded minutes & notes for management and contractors
- Communicated and coordinated with Main Office

Draftsperson (May '09 - Feb '12)
HWJ Designs for Agribusiness – 401 N. Minnewawa Ave., Clovis, CA 93611

- Render 3-dimensional images and parts

- Create parts as a portable DXF files to submit for laser manufacturing
- Create parts service and installation manuals for existing machinery and for prototypes
- Create electrical and assembly drawings for technicians and assemblers
- Create and convert files into PDF format
- Create and complete purchase orders with vendors
- Communicate between departments for completion of work orders
- Maintain confidential and sensitive information (NDA)
- Perform duties as a Product Liaison
- Quality Control for critical tolerances on specialty parts
- Complete any special projects needed by request

Administrative Assistant (Dec '06 - May '09)
Fork Lift Specialties, Inc. – 3711 W. Franklin Ave., Fresno, CA 93706

- Daily Bank Deposits
- Accounts Payable
- Accounts Receivable, create reports with detailed notes
- Data Entry
- Develop office procedures
- Assign field work orders for mechanics
- Assist in department progress
- Maintain sensitive and confidential information
- Responsible in tracking rental fleet maintenance for Service Department, create reports of services due
- Responsible for tracking rental fleet locations
- Responsible for tracking mechanics online training courses
- In charge of special projects assigned & assist Office Manager and Controller

Assistant Drafter (Jun '06 - Dec '06)
T.G. Schmeiser Co. – 3160 E. California Ave., Fresno, CA 93714

- Plot & send programs to be laser cut on Plasma Machine
- Maintained log of programs cut for Pollution Control District
- Redraw and Revised drawings, maintained updated drawings

Accounts Payable & Receivable, Clerical (Nov '02 - Jun '06)
Fork Lift Specialties, Inc. – 3711 W. Franklin Ave., Fresno, CA 93706

- Accounts Receivable
- Accounts Payable
- Scanned Payable Invoices
- Perform basic office duties, answering phone, fax, filing, data entry
- Assign field work order for field technicians

Skills & Program Proficiency:

- Bilingual (Spanish & English)
- Typing at 65-70 WPM
- 10-Key
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Solidworks 2009
- Auto CADD 2000 & 2008
- Interpersonal Skills

Education:

California State University, Fresno
5241 N. Maple Ave., Fresno, CA 93740

(Spring 2010 - Spring 2014, unfinished B.S. in Civil Engineering)

Fresno City College
1101 E. University Ave., Fresno, CA 93741
(Transferred to California State University - Fresno 2010)

References: Available Upon Request

APPLICANT QUESTIONNAIRE

Please answer the following questions to the best of your ability. Feel free to attach additional pages if necessary.

1. Please explain why you would like to be appointed to the City Council.
2. What qualifies you to serve on the City Council?
3. What are the greatest opportunities for the City from your perspective?
4. What other information do you think is relevant to your application?

Applicant Questionnaire Responses by Erika L Jauregui:

1.

I, Erika L Jauregui, hope to be considered for appointment to Madera City Council for District 1. I was born and raised in Madera, and have seen the City of Madera grow and flourish. I have two sons' who attend John Adams Elementary, they are both active boys. As an outlet to get them to direct their energy, I signed them up for sports. Now, I found myself wanting to be more involved with the community. Wanting to learn of what we need to grow our city and to help provide opportunities for our youth and residents.

2.

Besides being a lifelong resident of Madera, I am a mother who wants more for our city and more for the youth of our city. I am observant and hopefully that can shed light to issues and topics within our city. At my current employment, I have to problem solve on a daily basis and I hope to apply those skills to the City of Madera Council

3.

The greatest opportunities for the City of Madera are the diversity of the parks, but I do feel that the city is missing proper lighting for these parks, thus providing opportunity for vandalism and homelessness. Alongside the parks, community involvement with the parades is an opportunity that should hopefully happen more often, and farmers markets to bring on small business owners to display their crafts.

4.

I am the first generation, my parents immigrated from Zacatecas Mexico. I have 2 sons who I've dedicated myself to and seek opportunities for them to be happy and flourish to hopefully become amazing members of the community.

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DISTRICT RESIDENCY

Please note that candidates must reside in City Council District 1.

GENERAL INFORMATION

Name: M. Wayne Padilla

Home Address: [redacted]

Phone No.: [redacted]

Email: [redacted]

Occupation: [redacted] Employer: [redacted]

Number of years lived in Madera: 40

ATTACHMENTS:

In addition to completing this page, please attach:

1. A resume outlining your educational background and professional experience
2. Applicant questionnaire

I hereby certify that all statements made in this application are true and complete. I legally reside in the City of Madera in District 1. I am 18 years of age or older and registered to vote. In compliance with State law, I understand that I will be required to file a statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and are available for public inspection and copying. The application may be posted on the City's website.

Applicant's Signature

01/03/2025
Date

Civic service is a privilege and responsibility of our citizens. The value and importance of the participation of our citizens cannot be measured. Your interest in serving on the City Council of the City of Madera is *greatly appreciated.*

1. ***Please explain why you would like to be appointed to the City Council***

I am seeking this appointment because my experience leading large and small municipalities is needed to help shape Madera's future. Like all cities, Madera faces various challenges and my skillset and connections to all communities within the state will be advantageous in bringing the most beneficial solutions to those problems.

2. ***What qualifies you to serve on the City Council?***

My extensive, direct experience leading large and small cities. When it came to fiscal decisions, I was the one who researched and developed the options posed to the governing body for action.

I have provided the fiscal impact analysis for multiple general plan updates and assisted with the preparation of the Housing Element Update for multiple agencies.

I wrote the first successful grant application that brought Madera $500,000 for construction of the John W. Wells Community Center.

I have been involved with both short-term and long-range planning processes that incorporated community engagement and set cities on a path to success and garnered a high level of resident satisfaction. I want to bring this mindset to the city.

3. ***What are the greatest opportunities for the city from your perspective?***

Shifting from a largely Ag-based economy to one that is more diverse is both the greatest opportunity and challenge for Madera. The opening of the new casino will begin to shape that transition. The actions taken now to incorporate that amenity into the community must be carefully planned to provide long-term benefits for Madera.

There is a unique opportunity created by the fact the Governor's Office has grown frustrated with local communities' efforts to address the needs of the unhoused population and provide affordable housing to residents. Smart agencies will seize the opportunity to prepare proposals to address both needs and send them to Sacramento as requests for exemptions to the cookie-cutter rules sent down from Sacramento so both issues can be addressed in a manner that works for the community.

Local education agencies are doing an excellent job teaching and training school-aged and older residents for new jobs. Madera can draw more diverse industry with proper planning and marketing because we can provide the employees when they are needed.

Incorporating the commercial growth represented by Village D is another opportunity which can and should support services for existing and new residents.

I plan to bring representatives from a Community Choice Aggregator to speak with Madera city officials about a proposal to provide the community with cheaper electric energy options.

I am also negotiating with a private capital investor to establish a non-profit entity to restore the revolving construction loan fund that I helped create for the Madera Redevelopment Agency. This will allow zero interest loans for contractors building affordable housing.

4. What other information do you think is relevant to your application?

As the only applicant who ran for office in the November election, I can proudly point to the fact that more than 1,100 residents in District 1 voted for me. This shows my experience, and the campaign message, was well received.

I have much respect for the City Manager, having collaborated with him on a volunteer basis to provide feedback on budget development and as a consultant on revenue matters. My understanding of what staff does to make the city function will help inform the actions I take on the dais.

As a licensed private pilot, I have an appreciation for the airport unlike anyone on the City Council. I have flown to and from the airport for both recreational and business purposes and know the value it represents to the community.

I want to see a better set of options provided to serve the unhoused people and animals in Madera.

If appointed to the City Council, I will work with all six of my colleagues to address the needs of the community. I have not formed a relationship with any of the Councilmembers or any business, trade, or labor association that would hinder my ability to act impartially on proposals brought by any of them. The focus must be on setting policy to provide what is best for the community, period.

M. Wayne Padilla

Education:

CSU Fresno
1981-84
Bachelor of Science - Accountancy

Certifications:

Certified Public Accountant – November 1989
FAA Licensed Pilot – July 1984

Professional Experience:

Affordable Housing

Established the framework for a zero-interest revolving loan fund for contractors building affordable housing in Madera; reviewed multi-family housing proposals to provide hundreds of affordable units and prepared action items for city council approval; secured grant funds to subsidize affordable housing units; oversaw audits of multi-family affordable rentals to ensure compliance with program requirements; served as the chairman for loan review committees for new home buyer and housing rehabilitation programs.

Grant Program Administration

Served as the grant program administrator for CDBG funding under both entitlement and competitive funding environments; prepared CAPERs and Consolidated Plans for council approval; wrote the grant application awarded $500,000 for the construction of the John W. Wells Community Center.

Budget Preparation and Oversight

Prepared annual budgets for cities and redevelopment agencies; prepared the ROPS report for a Successor Agency; prepared forecasts and action plans for council action that minimized reductions in workforce during recessionary periods; oversaw budget workshops for citizens and councilmembers; established equipment replacement reserves; established justifiable fund balance reserves and restrictions as needed; served as budget liaison to Fresno City Council President, Esmeralda Soria, during annual budget review hearings.

Debt Management

Oversaw the issuance of new debt in excess of $500 million; identified refinancing opportunities to cut debt costs; opened credit lines to accelerate equipment replacements deferred for many years.

Treasury Management

As the city treasurer, I managed portfolios valued in the tens of millions of dollars; during the Great Recession, my foresight led me to pull investments from financial institutions having a high exposure to mortgage risk. As a result, my agency lost nothing when mortgage defaults hit an all-time high.

Human Resource Relations

Served on labor negotiation committees representing administration; as a member of a bargaining group, served on the negotiating committee; served as human services division head as needed; participated in group personality assessments as team building exercises.

User Fees and Development Impact Fees

Prepared numerous user fee and development impact fee studies to assure revenues kept pace with the cost of providing services, minimized deferred maintenance, and brought infrastructure conditions from poor to well-maintained; conducted public hearings prior to council vote on fee studies.

Revenue Maximization / Cost Cutting

Much of my career has been spent analyzing agencies' existing revenue streams to see if they are being maximized. For example, rather than proposing to raise a fee or tax, my tests determine if the fee or tax is being applied appropriately to all entities who should be paying it. When lapses are found, new policies are developed to ensure no future omissions occur. Every new budget presents an opportunity to evaluate spending habits and trends. One question I always ask is whether a new way can be found to perform a function that is more efficient and effective.

Local Ordinance / Policy Development

Developed routine policies for use in employee handbooks; developed policies covering debt issuance procedures and the pre-funding of unfunded retirement debt; developed cash management policies for treasury functions; updated local ordinance language covering utility services and billing functions.

Streets / Roads / Transit

Assisted with the preparation of the STIP and FTIP roadway construction funding documents; participated in project management to ensure timelines were met; established annual revenue needs to support street maintenance and transit operations; managed daily transit operations; oversaw transit unmet needs annual data collection and reporting.

General Plan

Prepared economic analysis related to General Plan document updates; participated in public hearings related to General Plan adoption; prepared economic analysis related to proposed land annexations.

Making Government Relatable

I have spent many hours working with councilmembers and the public to educate them on various topics that have proven to be difficult to comprehend. I have received numerous acknowledgements for my ability to take the abstract and make it understandable for the layperson.

Employer	Timeframe	Position
HdL Companies	Sept. 2015 - present	Consulting Government Revenue Expert
City of San Luis Obispo	Jan. 2013 – Sept. 2015	Finance & I.T. Director / Treasurer
City of Chowchilla	July 2009 – Jan. 2013	Assist. City Mgr / Finance Director / Treasurer
City of Chowchilla RDA	July 2009 – Jan. 2013	Finance Director / Treasurer
City of Modesto	Sept. 2005 – July 2009	Finance Director / Treasurer
City of Madera	Jan. 2006 – Sept. 2005	Finance & I.T. Director / Treasurer
City of Madera RDA	Jan. 2006 – Sept. 2005	Finance Director / Treasurer
Dos Palos Oro Loma Unified	Jan. 1995 – Dec. 1995	Finance Director
Fresno Unified School Dist.	Feb. 1988 – Dec. 1994	Finance Manager / Budget Analyst
KPMG Peat Marwick CPAs	Jan. 1984 – Feb. 1988	Government Agency Auditor

COMPENSATION & BENEFITS

Members of the City Council receive a stipend of $500 per month and are eligible for health care benefits.

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DISTRICT RESIDENCY

Please note that candidates must reside in City Council District 1.

GENERAL INFORMATION

Name: Timothy Riehe

Home Address: [redacted] 93637

Phone No.: [redacted]

Email: [redacted]

Occupation: [redacted] Employer: [redacted]

Number of years lived in Madera: 30

ATTACHMENTS:

In addition to completing this page, please attach:

1. A resume outlining your educational background and professional experience
2. Applicant questionnaire

I hereby certify that all statements made in this application are true and complete. I legally reside in the City of Madera. I am 18 years of age or older. In compliance with State law, I understand that I will be required to file a statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and thus will be available for public inspection and copying. The completed applications may also be published on the City's website.

Applicant's Signature

12/11/24
Date

Tim Riche'

ree-shay

[redacted]
[redacted]Madera, CA 93637
Cell: [redacted]

PROFILE

I was born in New Orleans and raised in Ponchatoula, LA until 1996 when I moved to Madera. Madera was home to me while I finished my degree at Fresno State then I moved to Los Angeles. While in Los Angeles, I realized that I enjoyed working with young people and being a positive influence. I am now in my 25th year teaching and I still love coming to work every day. I am married to Christina, the Principal of the new King Husein K 8 School in District 1, father to James, Samantha and Riley. James has autism and is in the Madera County Schools program, Sam is at Madera High and Riley is at Thomas Jefferson.

EXPERIENCE

Teacher - Madera Unified- Madera, CA 2000- Present I have taught five different classes of English, Journalism 1 and ROP/CTE Television Production. I wrote and started a Digital Imagery (photography) class that is now expanded to eight classes on two campuses. I was on the committee for the separation of the two high schools. I have been an advisor for Link Crew, Humanities Academy, Junior and Senior Class, Blue Crew, Safe School Ambassador Program, Foster Student Mentor and Bluetone. Bluetone was a TV show that my ROP television class produced 5 times a year and broadcast at that time via VHS to the entire school. Department Chair multiple years. I was a Golf Coach and Academic Coach for the Coyote football team raising the average GPA from 2.35 to 3.25. For over 10 years I have worked in BTSA as a mentor to new teachers at many levels.

Work Experience As the only teacher providing Work Experience for the last twelve years, I service students from elementary schools through the high schools. My job is to issue Work Permits, validate Entertainment Permits and ensure that the students are working in safe and healthy environments by often visiting those sites. Students that are Junior or Senior students can enroll in Work Experience where they obtain credits for their time on their job and meeting state standards in curriculum. Currently I am the only person certified on the rules and guidelines for work permits in Madera County. I am part of the team that is launching a Graduate Profile program by coordinating dates, securing facilities and arranging interviewers for seniors to present. I manage the website for our Career Technical Education program that is one of the best programs in the state. Inside the department I have the opportunity to work with teachers, students and the community in developing pathways that allow our students success. Example is our World Champion Robotics Team.

Community Involvement I have built relationships and spoken at Lions Club, Key Club, Rotary Club, Morning Rotary, Breakfast Lions, MMA and most recently at the City of Madera Youth Leadership Conference. I was digital media director for the Measure K campaign that had failed three times prior and this time passed with 80 percent of the votes in favor. I am currently part of the Madera Vision 2025 class that is helping develop vision for the city of Madera. I have coached multiple sports in the city and support the city's program for handicapped children. I was a Commissioner for City of Madera ADA counsel. I also have helped put together videos and websites for the SecondWind5k that raised over $100,000 dollars for the Madera Food Bank and Rescue Mission. I am President of the Linkage Foundation that raises tens of thousands of dollars for Madera Unified Students. I am part of the Madera Compact that supports students like my son that attend Madera County Run Schools. Currently I am serving as President of the CAB board for Valley Public Broadcasting System - PBS. The OLIVE Foundation chose me as their

treasurer for the last couple of years as we work to rescue sex trafficked victims. It is my honor to serve on the elder board at Valley West Christian Center where our vision is to bless the city of Madera with God's love. The Madera County Workforce Development Agency has allowed me to be on their board going on four years where we have hired a new director and are developing the programs that will enable a workforce. I am President of the statewide program called CAWEE where we get to mentor new teachers from Chico to San Diego and everywhere in between. The California Work Experience Educators was in disarray and we have now stabilized the organization.

Prior Work

Owner Small Business TimRicheMedia Conulting Produced media and content, helped established branding and helped businesses market themselves internally and externally.

Teacher - Violet Heintz Academy - Caruthers, CA 1999-2000 On the site of Elkhorn Correctional Facility (Boot Camp), I taught an inclusive class of six subjects to Juvenile Violent Felons.

Health Unit Coordinator - Valley Children's Hospital - Fresno, CA 1998-1999 In Craycroft Unit, I managed patient care and operations of the unit.

Videographer KMPH Fox 26 Fresno, CA 1998-1999 Videoed news stories, edited and had them prepared for the nightly broadcast.

Children's Pastor - Valley West Christian Center - Madera, CA 1996-1999 Took over all aspects of organizing services, classes, camps and whatever else the kids were doing. Partnered with United Way and helped develop an after school program for the students in the neighborhood.

Playground Director Lily Street Housing Complex Organized activities for the children at Lily Street and Knox complexes. Was the first job I ever had in Madera and easily the best job I ever had!

Other Pertinent Job Skills Competent on Google Apps, Adobe Photoshop, QuickPermit, Final Cut Pro, Imovie, Livefeed, Word, Powerpoint, Excel and Youtube Codec Streaming, Tik Tok, Facebook Insta Creative Studio

Still know the FFA creed and was a state placer in FFA Public Speaking, Timber Judging and was a Louisiana State Officer at Large

EDUCATION

Graduated 2010 Fresno Pacific University with a Masters in Educational Leadership and Organization as well as have an Administrative Services Credential

Graduated 2005, CSU San Bernardino with my ROP Teaching Credential

Graduated 2003, CSU Fresno with my Multi-Subject Credential from the Cal State Teach Program
Graduated 1997, CSU Fresno with a B.A. in Mass Communication and a minor in English

1. **Please explain why you would like to be appointed to the City Council.**

I would like to be appointed to the Madera City Council because I am deeply committed to the future of this community that has been my home for over 30 years. Madera has given so much to me and my family, and I feel it's time to give back in a meaningful way. I've spent my career teaching, mentoring, and working alongside the incredible people of Madera, and I've seen firsthand the challenges we face as well as the incredible potential we have to grow and thrive.

I've always believed in the power of education and community engagement, and my work in the schools and with local organizations has shown me how vital it is to have strong leadership that listens to the needs of its residents. Whether it's creating pathways to success for our youth through Career Technical Education, advocating for vulnerable populations, or ensuring that Madera's growth benefits all its residents, I want to be part of the decision-making process that shapes our city's future.

As a father, educator, and active community member, I've had the privilege of working with a wide range of people—from local businesses to school leaders to nonprofit organizations—and I've learned that collaboration and a long-term vision are key to solving the challenges we face. Serving on the City Council would allow me to bring that spirit of cooperation and problem-solving to the table. I'm passionate about creating a Madera where families can thrive, where local businesses grow, and where our youth have the tools and opportunities they need to succeed.

I also believe it's essential to be a voice for everyone in our community, especially the underserved. Whether it's advocating for more resources for our students, supporting programs for individuals with disabilities, or working on issues like affordable housing and job creation, I want to ensure that all residents—regardless of their background—feel heard and supported.

Ultimately, I'm driven by a simple goal: to make Madera a better place for everyone who lives here. I have the experience, the relationships, and the commitment to do that. Serving on the City Council would give me the platform to turn my vision for Madera into action and contribute to a brighter, more inclusive future for our city.

2. What qualifies you to serve on the City Council?

1. Commitment to Education and Workforce Development

- **25 years of experience as an educator**: Your long-standing career in teaching, including working in leadership roles like Department Chair and mentoring new teachers, showcases your dedication to education and community development.
- **Innovative in developing career pathways**: You've created and expanded curriculum programs, like the Digital Imagery class and the Work Experience program, which help students build skills for future careers.
- **Involvement in Madera's Career Technical Education (CTE) programs**: Your hands-on experience working with Madera Unified's top-ranked CTE program and helping students gain practical, job-ready skills aligns with the city's need for workforce development.

2. Leadership Experience

- **Leadership roles in community organizations**: Serving as president of multiple local and statewide organizations (e.g., Linkage Foundation, CAWEE, Madera Compact), you've demonstrated your ability to lead and collaborate with a wide range of stakeholders to achieve common goals.
- **Workforce development leadership**: Your four years of experience with the Madera County Workforce Development Agency and your role on its board show your commitment to growing Madera's workforce and improving local employment opportunities.
- **Organizational stabilization and growth**: As president of CAWEE, you successfully helped stabilize the organization, highlighting your ability to manage challenges and lead initiatives to success.

3. Community Engagement and Service

- **Active community volunteer**: Your involvement in organizations like the Lions Club, Rotary, Madera Vision 2025, and Valley Public Broadcasting System demonstrates your commitment to civic engagement and improving Madera.
- **Passion for supporting underserved communities**: Your work with programs like the SecondWind5k (benefiting the Madera Food Bank), the OLIVE Foundation (rescuing sex-trafficked victims), and the Madera City ADA Council shows your passion for social justice and helping vulnerable populations.

- **Youth mentorship and support**: Through roles like Link Crew advisor, Blue Crew, Safe School Ambassador, and mentoring foster youth, you have a proven track record of advocating for and working directly with Madera's youth, an essential focus for city leadership.

4. Commitment to Madera's Growth and Future

- **Role in Measure K campaign**: Your leadership in the successful Measure K campaign, where you helped pass the measure with 80% approval, shows your ability to rally support for important city initiatives.
- **Vision for Madera's development**: As a participant in Madera Vision 2025, you have contributed to shaping the city's long-term growth strategies, demonstrating your forward-thinking approach to urban planning and development.
- **Deep connection to Madera**: Your personal and professional ties to Madera (having taught in the district for over 20 years, raising a family here, and engaging in city initiatives) give you a unique, long-term perspective on the needs of the community.

5. Skills in Communication and Media

- **Media and digital communication expertise**: Your background in media (e.g., video production, digital media direction for Measure K, managing CTE websites) equips you with the skills needed for effective public communication and outreach, essential for engaging with the community as a City Council member.
- **Social media and digital engagement**: Your proficiency with platforms like TikTok, Instagram, and YouTube, combined with your experience creating digital content, will be a great asset in reaching younger constituents and promoting transparency through digital channels.

6. Fiscal Responsibility and Organizational Development

- **Fundraising and resource development**: Your work with the Linkage Foundation, Madera Unified, and other nonprofits demonstrates your ability to raise significant funds and mobilize resources for community initiatives.
- **Experience with budgets and financial oversight**: As treasurer for the OLIVE Foundation and as president of the Linkage Foundation, you have practical experience managing finances and ensuring accountability in nonprofit and community-based organizations.

7. Knowledge of Local and State Government

- **Experience with local government and advocacy**: Your work as a commissioner for the City of Madera ADA council and participation in various civic initiatives shows your knowledge of local governance and your ability to advocate for the needs of the community.
- **Experience with education policy**: Your background in education policy (including working with the Madera Unified school board and helping develop the Graduate Profile program) positions you as a knowledgeable advocate for public education, a key area of focus for city development.

8. Proven Track Record of Collaborative Leadership

- **Collaboration across sectors**: Your extensive work across education, business, government, and non-profit sectors demonstrates your ability to bring together diverse groups and work collaboratively to solve complex issues.
- **Engagement with key community stakeholders**: Your relationships with local organizations, businesses, and government entities (such as the Madera County Workforce Development Agency and Valley West Christian Center) show that you are well-connected and respected in the community.

In summary:

Your qualifications for serving on the Madera City Council are compelling due to your deep-rooted connection to the city, leadership experience, dedication to education and community service, and ability to advocate for sustainable growth and development. You have demonstrated a capacity for making informed decisions, collaborating with diverse stakeholders, and driving positive change in Madera, making you well-suited to contribute to the city's future success on the City Council.

3. What are the greatest opportunities for the City from your perspective?

Madera is a city positioned for significant growth, with a wealth of opportunities that can lead to a successful and sustainable future. Its strategic location, agricultural base, and evolving demographics provide a strong foundation for future development. To ensure that Madera grows in a way that benefits all of its residents and creates lasting economic and social impact, the city can focus on several key areas of opportunity. Here are the greatest opportunities for Madera in terms of growth and long-term success:

1. Economic Diversification and Job Creation

- **Manufacturing & Logistics**: Madera is strategically located near major transportation corridors (like Highway 99 and rail lines), making it ideal for attracting manufacturing and distribution companies. The growth of e-commerce, along with Madera's proximity to larger cities like Fresno and the Bay Area, positions the city to become a hub for logistics and warehousing. This could create jobs in both high-skill and entry-level positions, benefiting the local economy.
- **Agri-Tech and Innovation**: Agriculture remains a cornerstone of Madera's economy, but the future lies in transforming this sector through technology and innovation. The rise of agri-tech solutions—such as precision farming, water-efficient technologies, and sustainable farming practices—provides an opportunity for Madera to lead in the development and adoption of these innovations. Attracting agri-tech startups and research initiatives could diversify the local economy and create high-tech jobs.
- **Renewable Energy & Green Jobs**: With abundant sunshine, Madera has significant potential for expanding its renewable energy sector, particularly solar power. By investing in clean energy projects, Madera could create green jobs, attract new businesses in the energy sector, and potentially serve as a model for sustainability in the Central Valley.

2. Housing Development and Urban Growth

- **Affordable Housing Expansion**: Like many California cities, Madera faces a housing shortage. However, this also represents a major opportunity for growth. The city can work to create more affordable housing options, including mixed-use

developments that combine residential, retail, and public spaces. Expanding affordable housing will support the growing population, reduce pressure on housing prices, and provide opportunities for new residents to settle in the area.

- **Revitalization of Downtown**: Madera's downtown area has the potential to be transformed into a vibrant, mixed-use district that attracts residents, businesses, and tourists. With the right investment in infrastructure, the downtown area could become a hub for retail, dining, cultural activities, and residential development. A revitalized downtown would boost the local economy, enhance the city's identity, and improve quality of life for residents.
- **Smart Growth and Infrastructure Planning**: As the city expands, it's important to focus on "smart growth" principles, ensuring that infrastructure—such as transportation, utilities, and public services—keeps pace with development. This includes focusing on sustainable land use, integrating green spaces, and ensuring that new developments are well-connected to transportation networks and other key amenities.

3. Tourism and Economic Development

- **Gateway to Yosemite and Outdoor Recreation**: Madera is located just south of Yosemite National Park, making it an ideal base for tourists heading to the park. The city can capitalize on its proximity by expanding tourism-related businesses, including hotels, restaurants, outdoor recreation companies, and visitor services. Madera could also develop recreational parks, trails, and nature reserves to enhance local tourism and attract visitors year-round.
- **Cultural Tourism and Heritage Preservation**: Madera's rich agricultural history, cultural diversity, and proximity to historic landmarks provide opportunities to build a vibrant cultural tourism sector. Festivals, events, and community activities that highlight Madera's unique cultural assets—such as music, arts, food, and local history—could attract visitors from around the region, the state, and beyond.

4. Education and Workforce Development

- **Partnerships with Educational Institutions**: Madera can leverage its position in the Central Valley by working with local universities, community colleges, and vocational schools to provide workforce training, technical education, and research opportunities. Strengthening partnerships with institutions like California State University, Fresno, and Merced College could help align Madera's workforce with the needs of emerging industries like advanced manufacturing, tech, renewable energy, and agri-tech.
- **Building a Skilled Workforce**: As Madera diversifies its economy, developing a skilled, adaptable workforce will be crucial. This includes offering job training in

high-demand fields such as health care, information technology, construction, and renewable energy. Ensuring that young people and adults alike have access to these opportunities will be essential for long-term economic growth.

5. Sustainability and Environmental Stewardship

- **Water Management and Conservation**: Water is a precious resource in California, and Madera, being part of the agricultural heartland, is particularly impacted by water management issues. Investing in water-efficient technologies and promoting sustainable water practices for both agriculture and urban development will be critical for the city's growth. Madera could become a leader in water conservation techniques and policies, which would help secure its future as a viable place for both farming and urban living.
- **Green Infrastructure and Smart City Solutions**: Madera can take steps toward becoming a more sustainable city by embracing green infrastructure, such as stormwater management systems, energy-efficient buildings, and urban green spaces. Additionally, adopting smart city technologies—such as sensors to optimize traffic flow, energy use, and waste management—can improve the city's efficiency and livability while reducing its environmental footprint.

6. Public Safety and Quality of Life

- **Community Policing and Crime Prevention**: As Madera grows, ensuring public safety is a top priority. Emphasizing community policing, crime prevention programs, and youth engagement initiatives could help reduce crime and create safer, more connected neighborhoods. Proactively investing in public safety measures will contribute to the overall quality of life and attract families and businesses to the area.
- **Health and Wellness Initiatives**: Expanding access to healthcare services, mental health resources, and public health campaigns would help ensure that Madera's growth is accompanied by an improved quality of life. Promoting wellness programs and community centers that offer recreational activities and social services could further enhance Madera's appeal as a family-friendly, healthy place to live.

7. Regional Collaboration

- **Building Regional Partnerships**: As a city within the Central Valley, Madera stands to benefit from regional collaboration with neighboring cities, counties, and regional organizations. Working together on regional transportation projects, economic development, environmental issues, and public services can help Madera punch above its weight and gain access to additional resources. For

instance, collaborating on transportation infrastructure projects could reduce congestion and improve regional connectivity, benefiting both Madera and its neighbors.
- **Attracting Regional Investments**: Madera could take a proactive role in attracting regional, state, and federal investments, particularly in areas like transportation, housing, and public infrastructure. By positioning itself as a city of opportunity for investment, Madera could secure funding for key projects that drive long-term growth and prosperity.

8. Technology and Innovation

- **Tech Hubs and Startups**: The growth of technology industries across California presents an opportunity for Madera to build a tech-friendly ecosystem. This could include incubators for startups, co-working spaces, and collaborations with universities to create a thriving tech scene. Madera's relatively low cost of living compared to coastal cities could make it an attractive location for entrepreneurs and tech companies looking for more affordable bases of operations.
- **Smart Agriculture Technologies**: Given the city's agricultural roots, Madera has the potential to become a leader in smart farming technologies. By fostering innovation in this sector, Madera could attract investment from companies focused on developing and scaling agri-tech solutions, further diversifying its economy and creating high-tech jobs.

Conclusion

For Madera to achieve growth and success in the coming years, it must leverage its unique position in the Central Valley while embracing diversification, sustainability, and innovation. Key areas such as economic diversification, smart urban development, renewable energy, workforce development, and cultural tourism present significant opportunities for long-term prosperity. By prioritizing these areas and investing in infrastructure, education, and community well-being, Madera can shape a successful future that enhances the quality of life for all its residents.

4. What other information do you think is relevant to your application?

These include personal qualities, leadership experiences, and specific examples that highlight your suitability for a role that requires collaboration, problem-solving, and a deep understanding of the community's needs. Below are some additional points that are relevant for the City Council board to know:

1. Long-Term Commitment to Madera and Its Residents

- **Deep roots in Madera**: Having lived in Madera for over two decades and raised a family here, you have a genuine understanding of the community's needs and priorities. Your connection to Madera is not just professional, but personal. This long-term perspective ensures that decisions you make will prioritize the city's well-being for future generations.
- **Dedication to Madera Unified School District**: Your ongoing involvement in Madera Unified, including teaching for over 20 years and your leadership roles in education, speaks to your long-standing commitment to the city's youth and their futures. Serving as a mentor to new teachers and supporting the district through various initiatives demonstrates a commitment to improving Madera's educational landscape—a cornerstone of any thriving city.

2. Proven Experience in Stakeholder Engagement and Collaboration

- **Effective collaboration with diverse community groups**: You have worked with a wide array of organizations and community groups (e.g., Lions Club, Rotary Club, Madera Vision 2025, Measure K campaign). This broad range of collaboration proves you understand the importance of engaging different community stakeholders in the decision-making process and building consensus around key issues.
- **Community leader with a focus on service**: Your consistent involvement in leadership roles, including as president of the Linkage Foundation, as well as your work with the Madera County Workforce Development Agency, show you are an advocate for both the city's future and the people in it. You can unify disparate groups to work toward a common vision, an essential trait for any elected official.

3. Passion for Social Justice and Equity

- **Work supporting vulnerable populations**: Your service with the OLIVE Foundation (rescuing sex-trafficked victims), your involvement in the Madera ADA Council, and your work with the Madera Food Bank and Rescue Mission highlight your strong commitment to social justice, equity, and improving the lives of Madera's most vulnerable residents. This focus on inclusivity and equality is crucial in government and ensures that decisions will be made with the interests of all citizens in mind.
- **Commitment to youth and at-risk populations**: Your work mentoring foster youth, creating programs for young people, and leading initiatives such as the Safe School Ambassador Program underscores your dedication to empowering the next generation. These efforts show you prioritize the well-being of Madera's youth, who will shape the city's future.

4. Practical Problem-Solving Skills and Results

- **Successful implementation of Measure K campaign**: As the digital media director for the Measure K campaign, you played a key role in turning a measure that had failed three times into one that passed with 80% approval. This achievement demonstrates your ability to strategize, communicate effectively, and unite the community around important initiatives. It also highlights your understanding of local politics and how to get things done within the framework of city governance.
- **Work Experience and Job Placement**: Your leadership in running the Work Experience program for Madera Unified, particularly with students and employers, shows that you are adept at identifying and implementing solutions to real-world challenges. Your direct work with local businesses to ensure safe work environments and your management of work permits demonstrate a hands-on approach to addressing the needs of Madera's workforce.

5. Data-Driven Decision Making and Organizational Management

- **Managing complex programs and budgets**: Your experience managing programs such as Work Experience, the Career Technical Education program, and fundraising for the Linkage Foundation highlights your ability to manage budgets, resources, and staff effectively. You have the skills to balance financial oversight with program development, ensuring efficient use of city funds and resources.
- **Proven record in organizational development**: From stabilizing the California Work Experience Educators (CAWEE) association to managing the career-focused programs in Madera Unified, you have a track record of building and sustaining successful organizations. You know how to create systems,

evaluate their success, and continuously improve operations—skills that are critical for managing a city's budget and programs.

6. Strong Communication and Public Relations Skills

- **Media expertise**: With your background in digital media and video production, you bring a unique set of skills that can help the City Council engage effectively with residents through social media, online platforms, and public outreach campaigns. In today's digital age, transparent communication with the public is more important than ever, and your ability to manage websites, create digital content, and leverage social media tools will be an asset for the city.
- **Public speaking and advocacy**: You've demonstrated your comfort in speaking to diverse groups—from Lions Clubs to the Madera City Youth Leadership Conference to educational stakeholders. Your ability to communicate clearly, advocate for causes you believe in, and inspire others will help ensure that the voices of the community are heard at City Council meetings.

7. Focus on Economic Development and Workforce Empowerment

- **Understanding of Madera's workforce needs**: Your work with the Madera County Workforce Development Agency and Madera Unified's CTE programs shows that you are focused on creating pathways to employment and empowering residents with the skills they need for the future. This focus on job creation, workforce readiness, and career pathways will be essential in shaping Madera's economic future.
- **Support for local businesses and entrepreneurship**: Through your small business, TimRicheMedia Consulting, you helped businesses with branding and marketing. This background gives you an understanding of the challenges and opportunities facing local businesses. You can bring this perspective to the City Council to support Madera's economic growth by fostering entrepreneurship, attracting new businesses, and supporting small businesses.

8. Strong Ethical Foundation and Integrity

- **Personal values and community-focused leadership**: Your involvement in the church and various nonprofit organizations shows a strong ethical foundation based on service and integrity. As President of the CAB board for Valley Public Broadcasting System and as an elder at Valley West Christian Center, your values align with public service and community-focused leadership. These roles reinforce your commitment to serving the public good, advocating for fairness, and upholding the city's values.

9. Willingness to Lead and Evolve

- **Adaptive leadership and continued professional development**: Your career trajectory shows a willingness to learn, adapt, and grow. From working as a Health Unit Coordinator to becoming an educator and community leader, you've continually taken on new challenges and expanded your skill set. You earned a Master's degree in Educational Leadership and Organizational Development, highlighting your commitment to professional growth—an important trait for effective leadership in local government.

Conclusion:

Tim Riche' stands out as a highly qualified and committed candidate for Madera City Council due to his extensive experience in education, workforce development, community service, leadership, and organizational management. His long-standing connection to Madera, hands-on involvement in local initiatives, and proven success in engaging with diverse stakeholders all make him an ideal representative for the city. His practical problem-solving skills, ability to communicate effectively, and dedication to serving the community further enhance his qualifications. Tim Riche' not only has the experience and passion needed for public service, but he also possesses the vision and commitment to make Madera an even better place for future generations.

APPLICATION FOR APPOINTMENT TO THE MADERA CITY COUNCIL

This application is a public record and will be included with the applicable City Council materials and may be posted on the City's website. Thank you for your interest in serving on the City of Madera City Council.

DISTRICT RESIDENCY

Please note that candidates must reside in City Council District 1.

GENERAL INFORMATION

Name: Matthew Soto

Home Address: [redacted]

Phone No.: [redacted]

Email: [redacted]

Occupation: [redacted] Employer: [redacted]

Number of years lived in Madera: 5

ATTACHMENTS:

In addition to completing this page, please attach:

1. A resume outlining your educational background and professional experience
2. Applicant questionnaire

I hereby certify that all statements made in this application are true and complete. I legally reside in the City of Madera in District 1. I am 18 years of age or older and registered to vote. In compliance with State law, I understand that I will be required to file a statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and are available for public inspection and copying. The application may be posted on the City's website.

Matthew Soto
Applicant's Signature

January 06, 2025
Date

Civic service is a privilege and responsibility of our citizens. The value and importance of the participation of our citizens cannot be measured. Your interest in serving on the City Council of the City of Madera is *greatly appreciated.*

Matthew Soto

Contact

Madera, CA [redacted]

[redacted]

Professional Summary

Dedicated professional with over 14 years in regulatory compliance, stakeholder engagement, and community education. Adept at analyzing complex policies, fostering collaboration, and driving results in both governmental and community settings. Recognized for strong leadership, organizational skills, and a passion for public service. Committed to leveraging experience in quality assurance and community outreach to represent and serve the residents of District 1 effectively.

Professional Experience

2010 - Present

Agricultural Commodity Grader, ***United States Department of Agriculture***

- Evaluate, grade, and certify poultry and shell egg products according to USDA standards, ensuring quality and regulatory compliance
- Collaborate with stakeholders to address and resolve product and production challenges, fostering transparency and trust
- Educate community members about USDA standards, enhancing consumer awareness and promoting the value of regulated products
- Collaborated with cross-functional teams to implement program updates and address regulatory changes
- Trained and mentored new employees, ensuring consistent application of policies and procedures across teams

2009

Student Teacher, ***Le Grand High School***

- Designed and delivered engaging lesson plans in Earth Science, Agricultural Communications, and Agricultural Mechanics
- Managed 25 sine projects for the county fair, demonstrating strong organizational skills and attention to detail
- Coached and mentored students in judging teams, fostering teamwork and competitive spirit

2004

Internship, ***Gemperle Enterprises***

- Oversaw operations for three laying hen facilities, managing the care of over 3 million laying hens
- Developed feed formulations for over 500,000 organic laying hens, optimizing production efficiency
- Supervised equipment maintenance and ensured seamless operations across facilities

Education

June 2009 — **California Polytechnic State University – San Luis Obispo**
Single Subject Teaching Credential

June 2007 — **California Polytechnic State University – San Luis Obispo**
Bachelors of Science in Agricultural Sciences
Poultry Science Minor

Awards & Recognition

- **USDA Performance Bonus Awards** for outstanding contributions to product evaluation and regulatory implementation
- **Spot Awards** for exemplary training of new employees and relief grading assistance
- **Community Outreach Recognition** from the Deputy Administrator for promotion USDA standards and community awareness

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APPLICANT QUESTIONNAIRE

Please answer the following questions to the best of your ability. Feel free to attach additional pages if necessary.

1. Please explain why you would like to be appointed to the City Council.

I have a strong desire to serve my community and contribute to its growth and development. As a resident of District 1, I want to ensure that the voices of our district are heard, and I believe my experience in regulatory compliance and community engagement equips me to make a meaningful impact.

2. What qualifies you to serve on the City Council?

My 14 years of experience with the USDA have provided me with the extensive knowledge in regulatory compliance, stakeholder engagement, and community education. These skills are directly transferable to the legislative and policy-making responsibilities to assist the City of Madera address the complex challenges we face.

3. What are the greatest opportunities for the City from your perspective?

The greatest opportunities for Madera include expanding economic development initiatives, improving public infrastructure, and fostering partnerships with local organizations to support community programs. Leveraging these opportunities will create a more prosperous and connected city that all people of Madera can be proud in.

4. What other information do you think is relevant to your application?

In addition to my professional qualifications, I am deeply committed to fostering a sense of pride and unity within our district. Our district is growing rapidly with new housing, the new school construction, and expanding infrastructure. The growth brings incredible opportunities, but also challenges that require strong leadership and thoughtful planning. My goal is to help guide this development in a way that ensures all residents feel represented and valued, while prioritizing sustainable progress and maintaining the unique character of our community.

COMPENSATION & BENEFITS

Members of the City Council receive a stipend of $500 per month and are eligible for health care benefits.

APPLICATION FOR APPOINTMENT TO THE MADERA CITY COUNCIL

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DISTRICT RESIDENCY

Please note that candidates must reside in City Council District 1.

GENERAL INFORMATION

Name: Rohi Zacharia

Home Address: [redacted] Madera, Ca 93637

Phone No.: [redacted]

Email: [redacted]

Occupation: [redacted] Employer: [redacted]

Number of years lived in Madera: 38

ATTACHMENTS:

In addition to completing this page, please attach:

1. A resume outlining your educational background and professional experience
2. Applicant questionnaire

I hereby certify that all statements made in this application are true and complete. I legally reside in the City of Madera. I am 18 years of age or older. In compliance with State law, I understand that I will be required to file a statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and thus will be available for public inspection and copying. The completed applications may also be published on the City's website.

Applicant's Signature

12-11-2024
Date

ROHI ZACHARIA

CONTACT

PHONE:

WEBSITE:

EMAIL:

EDUCATION

California State University, Fresno
2000 - 2006
Bachelors in Computer Science

Crisis Prevention Institute
2009
Non-Violent Crisis Intervention Instructor

Fresno Pacific University
2012 - 2014
Designated Subject Education program

Fresno City College
2024
Post Certified Firearms Instructor

PROFESSIONAL EXPERIENCE

Zaks Security One HR Manager
2005–Present

Teacher ROP Computer Networking and Repair
2012–2014

NRA Firearms Training NRA Certified Law Enforcement Firearms Instructor
2015–Present

City of Madera Planning Commissioner
2021 - Present

Rohi Zacharia
[redacted]
Madera, Ca 93637

Applicant Questionnaire

1. Please explain why you would like to be appointed to the City Council.

The City Council position has the ability to shape and move our great city forward and also decide into which direction. As an applicant I have dedicated my life to helping improve our city through public outreach as well as my service on the Planning Commission. I firmly believe this opportunity allows me a chance to bring my skillset to help continue the work this council has done collectively. I fully understand that only through a united council can we do the service we need to continue growing our community.

2. What qualifies you to serve on the City Council?

I began my civic duties serving for our city on the Beautification Committee, allowing to experience the process of city government and how its laws and governing power work. Later I was appointed to the Planning Commission for which I have been serving for almost 3 years, working with city staff, in a capacity similar to that of the city council. For the last 20 years of my life, I have worked in a professional setting as a manager for a mid-sized company employing around 40 people, as well as running my own business which has grown dramatically in the last 12 years of operation. I believe these two additional assets give me insight into fiscal responsibility, personnel management, and negotiation matters.

3. What are the greatest opportunities for the City from your perspective?

I believe our city is prime for a lot great business opportunities as well as residential growth. Madera has many projects, like the new casino, as well as the revamping of the downtown district that will shape how our city will grow. In addition to this, our city is set to expand dramatically with the approval of Village D to the west. I believe it is important during this time to have a unified council so that these projects, as well as any new projects move forward with consideration for all residents and in a timely manner.

4. What other information do you think is relevant to your application?

Beyond my experience with serving our city, I have been serving this community in any way possible to make this the greatest place to live. From a young age I was taught the importance of civil service and how giving of ourselves is what makes the biggest changes. This appointment is no different, it will require a lot of work and time for which I am prepared to dedicate myself to. I do this knowing that the results will be lasting even if not recognized fully by our community.

Attachment 3: Draft Resolution

RESOLUTION NO. 25-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CALLING A SPECIAL ELECTION FOR NOVEMBER 4, 2025, TO FILL THE DISTRICT 1 VACANCY ON THE CITY COUNCIL

WHEREAS, City Council District 1 Councilmember Cece Gallegos was elected to serve as the City's Mayor during the November 2024 General Election; and

WHEREAS, if a sitting Councilmember is elected to another Council seat, their original seat becomes vacant pursuant to Government Code Section 1099, which states that a public officer shall not simultaneously hold two public offices that are incompatible. Furthermore, when two public offices are incompatible, the public officer is deemed to have forfeited the first office upon entering into the second, resulting in a vacancy in the first seat; and

WHEREAS, at a regular meeting of the City Council held on December 4, 2024, upon being sworn in as Mayor, Cece Gallegos vacated her seat as District 1 Councilmember; and

WHEREAS, Government Code Section 36512 establishes the means by which a City Council vacancy may be filled; and

WHEREAS, the City does not have an ordinance requiring a certain method for filling a vacancy, other than any appointment must reside in that district. Consequently, the City Council has the discretion to either fill the vacancy by appointment or call for a special election; and

WHEREAS, at the January 15, 2025, City Council meeting, the City Council determined to call a special election to fill the vacancy.

NOW, THEREFORE, the City Council of the City of Madera hereby resolve as follows:

1. The City Council of the City of Madera hereby calls a special municipal election to be held on November 4, 2025, for the purpose of the election of a council member for District 1 for the term of office in which the vacancy was created by the election of Councilmember Gallegos to the office of Mayor, which Councilmember term ends December of 2026 consistent with State law. In accordance with the provisions of Section 10002 of the Elections Code of the State of California, the Madera County Board of Supervisors is requested to permit the county elections official to render specified election services for the City of Madera for the Special Municipal Election to be held November 4, 2025. If any other jurisdiction holds an election on the same date, and with overlapping boundaries, the City of Madera hereby requests consolidation of the election pursuant to Elections Section 10403.

2. That the ballots to be used at the election shall be in form and content as required by law.

3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

4. The Registrar of Voters of Madera County or appropriate election officials of Madera County ("Registrar of Voters") is requested to perform services in connection with said election at the request of the City Clerk. These services include all necessary services related to signature checking for nomination petitions and signatures-in-lieu of filing fee, official ballot creation, sample ballot and voter information pamphlet preparation, vote-by-mail, vote centers, drop boxes, vote center workers, voter registration, voting machines, canvass operations, and any and all other services necessary for the conduct of the special election.

5. That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Madera and in compliance with the Elections Code of the State of California. *{If consolidated}* In addition, the polls/vote centers shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until _____ o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

6. [That pursuant to Elections Code § 12310, compensation for services for the persons named as precinct board members is fixed at the sum of $_____ for each Inspector and $_____ for each Clerk for the election. [In addition, the sum of $____ will be given to each precinct board member to attend a training class and the sum of $____ to be given to each inspector to pick up the precinct supplies]. The rental for each polling place, where a charge is made, shall be the sum of $_____ for the election. When required, the compensation of the Custodian of a building shall be $_____]

7. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

8. That notice of the time and place of holding the election is given and the Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

9. The City of Madera agrees to reimburse the County of Madera in full for the cost of election services performed.

DRAFT

REPORT TO CITY COUNCIL

Approved by:

_____
Alicia Gonzales, City Clerk

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: E-1

SUBJECT:

2025 List of Annual Proclamations

RECOMMENDATION:

Provide Direction and Adopt a Minute Order Approving the 2025 List of Annual Proclamations from the Protocols Guidebook section concerning Ceremonial Documents

SUMMARY:

At the July 19, 2023 City Council meeting, Council approved a resolution adopting a chapter in the Protocols Guidebook (Guidebook) titled Ceremonial Documents. The policy aims to establish guidelines that will govern the following Ceremonial Documents issued by the City:

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

As identified in the adopted policy and to facilitate scheduling and planning of City Council meeting recognition events, Council will adopt an annual list of known proclamations. Staff has prepared a draft list for Council's review for the 2025 calendar year. Any modifications to Attachment 1 require a majority vote of the City Council.

Following Council approval of Attachment 1 of the given calendar year, the City Clerk will circulate to member so the Council a list of approved annual Proclamations. Councilmembers may submit

a written request to the City Clerk to be omitted from being a signatory to any given Proclamation on the approved list. Notifications to the City Clerk regarding signatory status must be provided at least one (1) month prior to the anticipated issuance.

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

Table 1: *Ceremonial Documents that require approval by majority vote of the City Council*	
Proclamation	Certificate of Recognition
a. Civic celebrations b. Commemorative events c. Social awareness d. Significant community-based events e. Significant anniversaries of City-based institutions, corporations, community partners, and non-profit organizations f. Retirement of City Employee (15 or more years of service)	a. Exceptional accomplishments attained by local groups, businesses, civic organizations, or individuals b. Individuals or groups who have made significant contributions to the community c. Outstanding achievements or contributions by non-profit organizations d. Organizations contributing to the economic development of the City

Table 2: *Ceremonial Documents that do not require approval by a majority vote of the City Council*		
Certificate of Commendation	Certificate of Appreciation	Congratulatory Certificate
a. Acts of Heroism b. Academic/Athletic accomplishments c. Youth Development Organizations d. Non-profit organizations for a significant accomplishment or event e. Outgoing City Commissioners or Committee Members	For significant: a. Monetary donations b. In-kind contributions c. Cultural contributions d. Volunteer efforts	a. Milestone Birthdays b. Groundbreaking Ceremonies c. Ribbon Cutting/Grand Opening Ceremonies

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Attachment 1: List of Annual Proclamations

Attachment 1: List of Annual Proclamations

Table 1: *List of annual Proclamations for calendar year 2025*			
Month	*Proclamation*		*Recipient*
January	--		--
February	Black History Month		Recipient at the discretion of Council
March	Red Cross Month		Recipient at the discretion of Council
	Women's History Month		Recipient at the discretion of Council
April	Sexual Assault Awareness Month		Recipient at the discretion of Council
May	Intl. Firefighters Day	5/04/25	Madera Fire Department
	Public Service Week	5/04/25 – 5/10/25	Local Government Employees
	National Police Week	5/11/25 – 5/17/25	Madera Police Department
	Public Works Week	5/18/25 – 5/24/25	Public Works Department
	National Foster Care Awareness Month		Recipient at the discretion of Council
	Relay for Life		Recipient at the discretion of Council
	Letter Carriers' Stamp Out Hunger Food Drive Day		Recipient at the discretion of Council
June	Pride Month		Recipient at the discretion of Council
	Juneteenth Day		Recipient at the discretion of Council
July	None at this time.		-
August	Natl. Senior Citizens Day	8/21/25	City Senior Program
September	Old Timers Week		Recipient at the discretion of Council
October	Breast Cancer Awareness Month		Recipient at the discretion of Council
	Indigenous Peoples' Day	10/13/25	Recipient at the discretion of Council
	Disability Awareness Month		City of Madera ADA Council
	Domestic Violence Awareness Month		Recipient at the discretion of Council
November	Small Business Saturday	11/29/25	Recipient at the discretion of Council
December	None at this time.		-

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2025

Agenda Number: E-2

SUBJECT:

Landscape Maintenance District (LMD) Future Assessments and Funding Methodologies.

RECOMMENDATION:

This report is submitted for discussion and direction regarding potential changes in LMD assessments and funding methodologies

SUMMARY:

Government Code Sections §22620-22631, including the Streets and Highway Code (Code), requires the City undertake proceedings for each Fiscal Year (FY) during which an assessment is to be levied and collected within its existing landscape assessment district. Due to developments in law, certain previous methodologies are no longer available. As such, staff is seeking direction from Council on those items affected by these opinions.

DISCUSSION:

To account for anticipated cost increases of maintaining and managing LMD zones, assessments have previously been adjusted in one or more of three ways as part of the LMD annual report:

1. Assessments were increased as necessary so long as the assessment amount did not exceed the base amount outlined in the original covenant for the zone under consideration.
2. Zones where assessments are anticipated to exceed the maximum base covenant amount and have an escalation clause included in the original covenant, were increased annually by the change in the Construction Cost Index (CCI) plus two percent.
3. Where proposed assessments exceeded the threshold in which the previous two options could be utilized, Proposition 218 votes could be implemented though they were not consistently used.

However, developments have resulted in certain methodologies no longer being available. This now includes certain cost-of-living adjustments (COLAs) and negative fund balances. As a result, the following changes were implemented:

1. COLAs would no longer be applied to certain assessments.
2. Negative fund balances older than the current Fiscal Year (FY), at the time the following year's Engineer's Report is being prepared, are no longer being carried forward if they cannot be addressed by reserves. The previously used carry forward method allowed for the zone to potentially catch up over time as assessments were increased.

These updates have resulted in an operational loss to the LMD zone and likewise the General Fund. These operational losses leave the City with one of three alternatives each FY:

1. Service levels are reduced to an amount that matches the level of funding for each zone under consideration. Depending on the zone and the amount of its assessment, this could represent a reduction in service that ranges from a slight where changes may not be noticed to larger ones that are readily apparent to residents.
2. The City covers the shortfall via contributions from the General Fund.
3. The City can again pursue the use of the Proposition 218 process – This process utilizes ballots that are mailed out to residents of the affected zone, asking them to agree to an assessment increase.

Of the three alternatives above, each presents a different challenge for the City to consider in how assessments should be considered as part of future annual reports:

1. Reductions in service are obviously not favored by residents. History suggests the City and Council directly will receive complaints regarding the aesthetics of the affected zones. Reductions in service, if widespread, also have the potential to change perceptions of the City.
2. Over time, a decision to offset the cost of LMDs using the General Fund will represent a growing demand on the General Fund.
3. The Proposition 218 process has had success levels that range from minor to 100 percent failure in the zones subjected to the process. Residents are not often in favor of voluntarily agreeing to increase their tax burden, even if the increase is minimal. Based on the last Proposition 218 process, the cost of the Proposition 218 process itself may outweigh the benefit.

Each of the alternative approaches above has been utilized at one time or another due to various reasons that typically harken back to the inability to secure a successful Proposition 218 process. The acceptance and use of any one or all the options could be considered each year which can legitimately be interpreted as an unending routine. As such, the ultimate solution may well be a successful attempt to abandon the current City of Madera LMD and form a new single or limited zone LMD that includes provisions for COLAs.

While this represents the ideal long-term solution, successful formation requires majority approval of all returned ballots from current parcels included in the current LMD zones. To be successful in forming a new Citywide LMD with only one zone or limited zones instead of the

current eighty, a realistic argument must be presented to the property owners that shows it is of benefit to a majority of property owners. The following may represent reasonable arguments:

- Efficiency - Managing one zone instead of eighty saves staff time.
    - Field staff adjusting work levels by each of eighty zones.
    - Management (Engineering, Finance and Legal Departments)
- Value of the overall assessment may drop for some parcels.
    - Combining all zones into a single Citywide zone will simplify some of the administrative processes and represent a reduction in staff time and overhead. Staff estimates there would be a modest 5 percent reduction in overhead costs. A 5 percent reduction in overhead costs would represent a savings of approximately $6,500 dollars, which equates to $0.99 cents per parcel.
    - Because the circumstances when each zone was annexed into the LMD program is unique, not all zones will experience a reduction in their assessment. Based on the current FY Engineer's Report, of the 6,446 parcels, 1,928 parcels are estimated to save an approximate average of $60.70 per parcel, per year, 4,491 parcels would see an approximate average increase of $49.35 per parcel, per year, 27 parcels would see no change.
        - If a property owner sees a reduction in assessment, they may be willing to vote yes.
        - If a property owner perceives that the new assessment is close but not an increase, they may be willing to vote yes if a compelling explanation is provided as to why assessment might stay lower over time compared to the current situation.
- If only one zone exists, all future development in the City is added to the existing zone regardless of location. While it means the expense of new landscaping is added along with the new revenue, it also means that new development that does not contribute new landscaping and their associated costs purely brings the revenue. The potential for the cost being spread over a progressively larger number of parcels should result in cost increases being muted over time.

FISCAL IMPACT:

The fiscal impact will vary depending on the course of action favored by Council. Reductions in service levels would represent no increases in cost depending on the Parks Department ability to assign staff to tasks that would be accomplished by staff positions currently vacant.

Contributions via the General Fund represented a cost of $40,831 in FY 2023/24. Staff projects the amount to be $62,642 for FY 2024/25. This amount will increase in future years as:

1. Fund reserves for some zones are depleted, and
2. Cost of labor and materials increase.

Proposition 218 elections might, when unsuccessful, result in some combination of reduced

service or General Fund contribution given the limited success of the Proposition 218 process.

Forming a new Citywide LMD would have the least financial impact on the General Fund in the long term if the attempt is successful. Otherwise, the attempt itself would represent a substantial expense.

ALTERNATIVES:

Staff has provided several alternatives; though Council may opt for a different course of actions from the ones listed in this report.

ATTACHMENTS:

1. FY 2023/24 & FY 2024/25 Engineer's Report & Potential Consolidated Zone Metrics

Attachment 1

FY 2023/24 Engineer's Report & Potential Consolidated Zone Metrics

Table 1: *2023/24 Assessment Metrics*	
Metric	*Amount*
Total Revenue	$460,231
Total Expenses	$559,861
Projected Operational Budget Deficit for FY (22/23)	($27,627)
Projected Operational Budget Deficit for FY (23/24) [1]	**($40,831)**
Average Assessment per Parcel	$70.62
Zones Where Expenses Exceed Revenue[3]	70
[1] This was the projected operational budget deficit for the current FY, this amount will change depending on actual expenses for 23/24 [3] Of these zones, 52 currently have a surplus fund balance.	

Table 1: *2024/25 Assessment Metrics*	
Metric	*Amount*
Total Revenue	$479,896
Total Expenses	$611,622
Projected Operational Budget Deficit for FY (23/24)	($40,831)
Projected Operational Budget Deficit for FY (24/25) [1]	**($62,643)**
Average Assessment per Parcel	$75.03
Zones Where Expenses Exceed Revenue[3]	60
[1] This was the projected operational budget deficit for the current FY, this amount will change depending on actual expenses for 23/24. [3] Of these zones, 52 currently have a surplus fund balance.	

Table 2: *Potential Consolidated Zone Metrics*	
Metric	*Amount*
Total Revenue	$559,861.05
Total Expenses	$559,861.05
Projected Operational Budget Deficit for FY (23/24) [1]	**-**
Average Assessment per Parcel	86.85
Average Assessment Increase for 4,491 Parcels	$49.35
Average Assessment Decrease for 1,928 Parcels	-$60.70