REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 4, 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: 823 0603 6797#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Sammie Neely, Mt. Zion Missionary Baptist Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. **Proclamation Recognizing the 50th Anniversary of the Opening of the Madera County Museum**

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 Continued Public Hearing and Consideration of Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2024/25

Recommendation: Adopt a Resolution Approving the Measure T AEP for FY 2024/25 and authorizing submission of the AEP to the Madera County Transportation Authority (MCTA) for adoption (Report by Keith Helmuth)

B. CONSENT CALENDAR:

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

B-1 Minutes – August 21, 2024

Recommendation: Approve the City Council Minutes of August 21, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for August 10, 2024 to August 23, 2024 (Report by Michael Lima)

B-3 Letter of Support for Madera Community College Agave Distillery Program

Recommendation: Adopt a Minute Order Authorizing the Mayor to Sign a Letter of Support for Madera Community College Agave Distillery Program (Program) (Report by Arnoldo Rodriguez)

B-4 Adoption of Updated Conflict of Interest Code for the City of Madera

Recommendation: Adopt a Resolution Adopting the Conflict of Interest Code for the City of Madera and Rescinding Resolution No. 22-189 (Report by Alicia Gonzales)

B-5 Piggyback Purchase Agreements for Fleet Division-Related Purchases

Recommendation: Adopt a Resolution Approving State of California Piggyback Agreement with Folsom Lake Ford for the Purchase of Two Replacement Police Patrol Vehicles for $113,605.98 (Report by Michael Lima)

B-6 Amendment to the Forensic DUI Analysis Agreement between the California Department of Justice and the City of Madera

Recommendation: Adopt a Resolution Approving an Amendment to the Forensic DUI Analysis Agreement with the California Department of Justice (Report by Giachino Chiaramonte)

B-7 Acceptance of a Grant Award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program

Recommendation: Adopt Resolutions:

1. Accepting the Grant Award in the amount of $140,000; and

2. Amending the City's 2024/25 Adopted Budget by $140,000 to reflect revenues and expenditures related to the grant (Report by Giachino Chiaramonte)

B-8 Law Enforcement Services Agreement with the Housing Authority of the City of Madera

Recommendation: Adopt a Resolution Approving a Law Enforcement Services Agreement between the Housing Authority of the City of Madera and the City (Report by Giachino Chiaramonte)

B-9 Reimbursement Agreement with Millenium Acquisition, LLC for Public Improvements (Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37)

Recommendation: Adopt a Resolution Approving Reimbursement Agreement between the City and Millenium Acquisition, LLC, relating to Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37 (Report by Keith Helmuth)

B-10 Master Agreement Between the Madera County Transportation Commission (MCTC) and the City for Fiscal Year (FY) 2023/2024 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding

Recommendation: Adopt a Resolution Approving the Master Agreement between the MCTC and the City for the FY 2023/2024 allocation of RSTP Exchange Funding (Report by Keith Helmuth)

B-11 Acceptance of Alley Paving Various Locations, City Project No. ALY-01 and City Project No. ALY-03

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of Alley Paving at Various Locations Project, Federal Project No.'s CML 5157(128), City Project No. ALY-01 and CML 5157(122), City Project No. ALY-03 (Project); and
2. The Recording of Notice of Completion; and
3. The release of retention 35 days after recording of the Notice of Completion (Report by Keith Helmuth)

B-12 Amendments to the City of Madera Classification Plan and setting the assigned salary ranges for certain positions

Recommendation: Adopt Resolutions:

1. Amending the City of Madera Classification Plan by adding Computer Technician II and Construction Inspection Supervisor and modifying the class specifications for Computer Technician, Construction Inspector I, and Construction Inspector II; and
2. Setting the assigned salary ranges for the new positions and adopting the revised City of Madera Full Time Salary Schedule effective July 1, 2024 (Report by Wendy Silva)

B-13 Terminate Local Emergency – January 2023 Winter Storms

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

B-14 Terminate local emergencies and need for emergency contracts without competitive bidding for the Avenue 13 sewer trunk main failures of June 3, 2024, and June 10, 2024

Recommendation: Adopt Resolutions in Accordance with Madera Municipal Code Title III, Chapter 2:

1. Terminating the declaration of a local emergency – June 3, 2024, sewer trunk main collapse; and
2. Terminating the declaration of a local emergency – June 10, 2024, sewer trunk main collapse; and
3. Terminating the need for emergency contracts without competitive bidding for emergency repair work on the sewer trunk main collapse sites (Report by Wendy Silva and Keith Helmuth)

B-15 Citizens Academy 2024 - Program Overview and Recognition of Participants

Recommendation: It is recommended that the City Council:

1. Recognize the Participants of Citizens Academy 2024 by Awarding them Certificates of Recognition at the Council Meeting Scheduled for September 18, 2024; and
2. Direct Staff to Prepare the Certificates for the Participants for the Subsequent Meeting (Report by Arnoldo Rodriguez)

B-16 Authorization for the City Manager to execute documents related to the Railroad Crossing Elimination (RCE) Grant

Recommendation: Adopt a Resolution Authorizing the City Manager to Execute Documents for the Railroad Crossing Elimination (RCE) Grant (Report by Arnoldo Rodriguez)

C. <u>WORKSHOP</u>:

C-1 Madera Community College Agave Distillery Program

Recommendation: Informational item regarding the Madera Community College Agave Distillery Program. Discussion led by Madera Community College President Dr. Angel Reyna (Report by Arnoldo Rodriguez)

D. <u>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:</u> None

E. <u>ADMINISTRATIVE REPORTS</u>:

E-1 Select Recipients for the Proclamations in the Month of October

Recommendation: Request for Councils Selection of a Recipient for the Proclamation Recognizing Breast Cancer Awareness Month and the Proclamation Recognizing Domestic Violence Awareness Month (Report by Alicia Gonzales)

E-2 Update on the City's Sidewalk Replacement Program

Recommendation: Informational item regarding the City's Sidewalk Replacement Program (Report by Ismael Hernandez)

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. No single item may exceed one minute. All votes shall be conducted electronically, with the results announced by the Chair. If voting is not available by electronic methods, another method may be used by the Chair unless otherwise determined by a majority of the Councilmembers present. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action

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.

H. CLOSED SESSION: None

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 September 4, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 9:00 p.m. on August 29, 2024.

Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: A-1

SUBJECT:

Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2024/25

RECOMMENDATION:

Adopt a Resolution Approving the Measure T AEP for FY 2024/25 and authorizing submission of the AEP to the Madera County Transportation Authority (MCTA) for adoption.

SUMMARY:

The Annual Expenditure Plan (AEP) is required by the MCTA to claim Measure T funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan (Plan) approved by the voters in the November 2006 election. The AEP is completed annually.

The proposed funding for the projects and programs in the AEP is consistent with the requirements specified in the Measure T 2007 Strategic Plan (Strategic Plan) adopted by the MCTA and with the Capital Improvement Program (CIP) proposed in the City's FY 2024/25 Budget.

This report was originally presented as part of the August 21, 2024, City Council meeting, at that meeting this item was continued to the September 4, 2024, City Council meeting, and as such, is being presented with only minor modifications.

BACKGROUND:

Measure T is a ½ cent sales tax measure approved by Madera County voters in the November 2006 election. The measure took effect April 1, 2007, with a sunset provision of 20-years. As part of the measure's implementation, local agencies submit an AEP. The AEP is a multi-modal funding program that commits funding for the following program categories:

- Regional Transportation and Highways
- Local Street Maintenance
- Local Street Supplemental Maintenance
- Flexible (Miscellaneous Street programs)
- ADA Compliance
- Transit Enhancement
- ADA/Seniors/Paratransit
- Environmental Enhancement

The Regional Streets and Highways program consists of two elements:

1. One is the responsibility of MCTA to manage and deliver projects of regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element.
2. The second element is the responsibility of the local agencies to manage the construction, rehabilitation, and maintenance of the agency's arterial and collector streets.

All other programs are the responsibility of the local agency to deliver. The MCTA and Citizens Advisory Committee monitor the local agencies progress on the delivery of these programs.

The implementation guidelines in the Strategic Plan adopted by the MCTA require the City to prepare and adopt an AEP that must be approved during a noticed public hearing. This agenda item will satisfy this requirement. The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5-year plan that is updated every 2 years to adjust the project based on sales tax receipts, ensuring that the projects are consistent with future investments.

DISCUSSION:

MCTA has provided the City with the funding allocation for each of the program categories. The total allocation for FY 2024/25 is $4,940,364. In recent years, the City received an excess disbursement which is the amount of tax revenue collected that is above the estimated final allocation. There is no excess disbursement amount for FY 2023/24. A summary of allocations and distributions of prior year excess funds to the City for the past five years is shown below in Table 1.

Table 1: *Allocations & Excess Funds for Past 5 Years*

Fiscal Year	Allocation	Prior Year Excess	FY Total
FY 2024/25	**$4,940,364**	**0**	**$4,940,364**
FY 2023/24	$4,840,448	$270,777	$5,111,226
FY 2022/23	$4,580,673	$528,330	$5,109,003
FY 2021/22	$3,962,621	$748,251	$4,710,872
FY 2020/21	$3,140,305	$145,092	$3,285,397
FY 2019/20	$3,008,598	$194,602	$3,203,200

The allocation amounts are earmarked for each program and may not be shifted between programs. The recommended projects were identified by staff from Engineering, Public Works, Transit, Parks and Community Services, and Community Development Departments.

The projects were initially discussed and prioritized in the annual CIP process that occurred in May of this year (as well as in prior years). The proposed projects are consistent with the proposed FY 2024/25 CIP and the implementing guidelines in the Measure T Strategic Plan.

The AEP for FY 2024/25 includes carryover funds plus new allocations. Table 2 provides a synopsis of funds, while Table 3 highlights fund categories followed by a description of each.

Table 2: *Total funds in the FY 2024/25 Annual Expenditure Plan (AEP)*	
Carryover funds from previous years	$15,935,342
New fund allocation for FY 2023/24	$4,940,364
Total:	$20,875,706

Table 3: *FY 2024/25 Annual Expenditure Plan (AEP)*			
Program	Carryover from previous FY	New funds for FY 2024/25	Total For Programming
1. Regional Transportation & Highway Program	$11,410,736	$1,691,906	$13,102,642
2. Local Transportation Program			
a. Street Maintenance	$1,706,601	$879,791	$2,586,392
b. Supplemental Street Maintenance	$1,616,485	$592,167	$2,208,652
c. Flexible [1]		$1,471,958	
d. ADA compliance	$196,551	$33,838	$230,389
3. Transit Enhancement Program			
a. Citywide	$658,045	$123,846	$781,891
b. ADA/Seniors/Paratransit	$114,459	$11,505	$1,125,964
4. Environmental Enhancement Program	$232,465	$135,352	$367,818
Total	$15,935,342	$4,940,363	$19,403,748
[1] Funds in the flexible program are held by MCTC and can only be used for regional transit projects			

For FY 2024/25 expenditures are anticipated on the following projects/programs listed below.

1. Regional Transportation and Highway Program

Arterial & Collector Streets:

- R-79 – RMRA Seals/Overlays 2021-22
- R-81 – City Streets 3R & ADA Project, 2022-23
- R-87 – Almond/Pine/Stadium Traffic Study
- SD-21 – Howard Road Storm Drain Pipe
- TS-32 – D Street/South Street Traffic Signal

2. Local Transportation Program:

Street Maintenance:

Funds are programmed for the application of Surface Seal treatment and General Street Maintenance work on various streets.

- $870,000 to Public Works for Street Maintenance activities
- $1,700,000 for the next street rehabilitation project, R-99 2024 Street R&R Project

Supplemental Street Maintenance:

$1,800,000 is proposed to be used on the following projects:

- R-80 – RMRA Seals/Overlays 2022/23 ($1,000,000)
- R-99 – 2024 Street R&R Project ($700,000)
- Public Works Patching/Street Maintenance - $100,000

Flexible:

The FY 2024/25 allocation is $1,471,958. These funds will be impounded by the MCTA to fund delivery of projects in the Regional Streets and Highways Program until such time as each agency is able to adopt an Impact Fee program for the construction of Regional Facilities. A 20 percent match for projects listed in the Regional Streets program is a requirement of the Transportation Sales Tax Measure Investment Plan approved by the voters. Flexible funds will be released back to each agency upon payment of the matching funds by each local agency.

ADA Compliance:

The FY 2024/25 allocation is $33,838 for sidewalk repairs and safety improvements to make walkways ADA-compliant. These funds are added to projects listed above for typical ADA improvements.

3. Transit Enhancement Program

Transit Enhancement-Citywide:

This Fiscal Year, transit is expecting to utilize $400,000 as part of their bus shelter relocation project.

Transit Enhancements-ADA/Seniors/Paratransit:

The FY 2024/25 allocation is $11,505 for security and passenger enhancements to make facilities ADA compliant. No specific projects are scheduled for the current Fiscal Year for these funds.

4. Environmental Enhancement Program

Environmental Enhancement funds are programmed for matching funds for projects that construct bicycle and pedestrian facilities and other transportation related projects that have environmental benefits.

- ALY-04 – Alley Paving 2024, NW
- ALY-05 – Alley Paving 2024, SW
- ALY-06 – Alley Paving
- PK-48 – Tulare/Cleveland/Raymond Bike Path
- R-58 – Schnoor Ave Sidewalks, Sunset to River
- R-64 – ADA Walkability Sidewalks Program
- R-93 – Washington School Sidewalks

The MCTA Technical Advisory Committee (TAC) will also review and comment on this expenditure plan prior to its submittal to the MCTA. The MCTA will consider adopting this expenditure plan into the Measure T FY 2024/25 Annual Work Plan.

Streets Capital Improvement Program (CIP):

Measure T is one of several funding sources available for street rehabilitation and reconstruction projects. In the proposed FY 2024/25 CIP, the following revenue sources have also been programmed for various street rehabilitation and reconstruction projects:

- **Road Maintenance and Rehabilitation Account (RMRA)** – Created by the Road Repair and Accountability Act of 2017, this program is intended to address deferred maintenance on the state highway and local street and road system.

- **Local Partnership Program (LPP)** – Created by the Road Repair and Accountability Act of 2017, this is a sub-program to the RMRA program, where $200 million dollars are appropriated annually to agencies that have a voter-approved tax or fee that is dedicated solely for transportation improvements. This program requires a 1:1 match of Measure T funds.

- **Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA**) – Created by the United States Congress, this was a one-time amount of $303,000 that was awarded to government agencies in response to the Coronavirus pandemic. These funds are being used for project R-000081.

Road projects may be funded by single or multiple sources, depending on factors such as scope, cost, or funding requirements. A summary of FY 2024/25 rehabilitation projects and funding sources can be found below in Table 4.

Table 4: *Street Rehabilitation and Reconstruction Projects in the FY 2024/25 CIP*					
Project	Funding Sources				Total
	Measure T	RMRA	CRRSAA	LPP	
R-000079	$1,075,000	$1,185,000			$2,260,000
R-000080	$1,000,000	$1,050,000			$2,050,000
R-000081	$750,000		$303,000	$334,000	$1,387,000
R-000098		$1,595,479			$1,595,479
R-000099	$2,400,000				$2,400,000
R-000104		$1,700,000			$1,700,000
Total	$5,225,000	$5,530,479	$303,000	$334,000	**$11,392,479**

Project Selection

Streets are evaluated and compared based on the calculated Pavement Condition Index (PCI). PCI is a street condition score ranging from zero to 100, where 100 is a perfect street condition and zero is impassable. The City uses a Pavement Management Program (PMP), which is a set of planning tools and methods used to assist staff in determining cost-effective strategies for evaluating, maintaining, and managing street pavements based on the PCI. PMP involves the creation of pavement inventory throughout the City street network, the collection of pavement distress conditions, and the analysis of the pavement conditions. The most recent PMP study was utilized to develop a list of arterial, collector, and for the first time, residential streets. The inclusion of residential streets will help the City evaluate and prioritize which local/residential street will receive rehabilitation.

FINANCIAL IMPACT:

An approved AEP by the City Council is required to receive the City's allocation of Measure T funds. The allocation of funds in the AEP is consistent with project funding in the proposed CIP for FY 2024/25.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

ATTACHMENTS:

1. Resolution
   Exhibit A - Measure T Annual Expenditure Plan FY 2024/25
2. List of Current Street 3R Projects in FY 2024/25 CIP
3. Map of Proposed Street Projects

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2024/25 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY (MCTA) FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the FY 2024/25 Annual Expenditure Plan (AEP) are consistent with the Measure 'T' 2007 Strategic Plan; and

WHEREAS, the City is a designated agency for selecting projects and programs for approval and adoption by the MCTA into the Measure T Annual Work Plan; and

WHEREAS, pursuant to Public Utility Code 180108(a)(b) and section 6061 of the Government Code, a public notice with the time and place of the public hearing, August 21, 2024, at 205 W. Fourth Street, was published in the Madera Tribune; and

WHEREAS, the public meeting was continued to the September 4, 2024, City Council meeting to allow for an addition two weeks; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on September 4, 2024.

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 projects and programs, and expenditures shown on Exhibit ‘A’ attached hereto and are approved.

3. The City Engineer is hereby authorized and directed to submit a certified copy of this resolution to the MCTA for consideration to include the City of Madera’s AEP in the FY 2024/25 Measure T Annual Work Program.

4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A

Measure T Annual Expenditure Plan FY 2024/25

City of Madera
Measure T Annual Expenditure Plan
Fiscal Year 2024 / 2025

Commute Corridors/Farm to Market (Regional)	Carryover	Excess	Allocation	Available
Rehab, Reconstruct, Maintenance Program	$ 11,410,736	$0.00	$ 1,691,906	**$ 13,102,642**
41514470				

Project	Budget
R-10 - Olive Ave Widening, Gateway to Knox	$4,015,000
R-46 - Lake St Widening, Fourth to Cleveland	$400,000
R-50 - Pine St Reconstruction, Howard to Fourth	$590,000
R-54 - Cleveland Ave Widening, Schnoor to SR-99	$300,000
R-79 - RMRA Seals/Overlays 2021-22	$1,075,000
R-81 - 2022-23 City Streets 3R & ADA Project	$750,000
R-82 - Almond Ave Extension, Pine to Stadium	$5,125,250
R-87 - Almond/Pine/Stadium Traffic Study	$83,950
SD-21 - Howard Road Storm Drain Pipe	$400,000
TS-32 - D St / South St Traffic Signal	$74,748
Total Projects	$12,813,948
Unprogrammed Balance	***$ 288,694.18***

$ 288,694.18

Safe Routes to School & Jobs (Local)	Carryover	Excess	Allocation	Available
Street Maintenance Program	$ 1,706,601.04	$0.00	$ 879,791	**$ 2,586,392**
41520000				

Project	Budget
Overlays	
Chip Seal	$ -
Other:_____	$ -
Patching/Street Maintenance	$ 870,000
Reserve for Next Fiscal Year	$ -
R-99 - FY24 Street Rehab & Recon Project	$ 1,700,000
Total Projects	$ 2,570,000
Unprogrammed Balance	***$ 16,392***

$ 16,392.17

Suppl. Street Maint./County Maint. Districts	$ 1,616,485	$0.00	$ 592,167	**$ 2,208,652**
41530000				

Project	Budget
Overlays	$ -
Chip Seal	$ -
Dust Mitigation	$ -
Patching/Street Maintenance	$ 100,000
Other:_____	$ -
R-80 RMRA Seals/Overlays 2022-23	$ 1,000,000
R-99 - FY24 Street Rehab & Recon Project	$ 700,000
Reserve for Next Fiscal Year	$ -
Total Projects	$ 1,800,000
Unprogrammed Balance	***$ 408,652***

$ 408,651.89

Flexible Program	$ -	$0.00	**$ -**

Project	Budget
Impounded for Regional Projects	$ -
Total Projects	$ -
Unprogrammed Balance	***$ -***

ADA Compliance	$ 196,551	$0.00	$ 33,838	**$ 230,389**		
41540000						

Project	Budget
R-58 Schnoor Ave Sidewalks	$ 99,100.00
R-64 ADA Walkability Sidewalks Program	$ 20,000.00
R-93 Washing School Sidewalks	$ 33,050.00
Reserve for Next Fiscal Year	$ -
Total Projects	$ 152,150
Unprogrammed Balance	***$ 78,239***

$ 78,239.31

Transit Enhancement Program (Public)	Carryover	Excess	Allocation	Available	
41550000	$ 658,045	$0.00	$ 123,846	**$ 781,891**	

Project	Budget
TRANS-12 - Bus Shelter Relocation	$ 400,000
Reserve for Next Fiscal Year	$ -
Total Projects	$ 400,000
Unprogrammed Balance	***$ 381,891***

$ 381,890.98

ADA / Seniors / Paratransit	$ 114,459	$0.00	$ 11,505	**$ 125,964**	
41560000					

Project	Budget
Reserve for Next Fiscal Year	$ -
Total Projects	$ -
Unprogrammed Balance	***$ 125,964***

$ 125,963.78

Environmental Enhancement Program	Carryover	Excess	Allocation	Available	
41570000					
Total for all Sub-programs	$ 232,465	$0.00	$ 135,352	**$ 367,818**	

Project	Budget
ALY-04 - Alley Paving 2024, NW	$ 13,000.00
ALY-05 - Alley Paving 2024, SW	$ 13,000.00
ALY-06 - Alley Paving 2024, SE	$ 17,000.00
PK-48 Tulare/Cleveland/Raymond Bike Path	$ 30,000
R-58 Schnnor Ave Sidewalks, Sunset to River	$ 49,900
R-64 ADA Walkability Sidewalks Program	$ 20,000
R-93 Wasghington School Sidewalks	$ 78,500
Total Projects	$ 221,400
Unprogrammed Balance	***$ 146,417.85***

$ 146,417.85

$ 1,446,250.16

Attachment 2

List of Current Street 3R Projects in FY 2024/25 CIP

List of Current Street 3R Projects in FY 2024/25CIP

R-000079 RMRA Seals/Overlays 2021-22

- Austin Avenue from Adell Street to Clark Street
- Cleveland Avenue from Tulare Street to Raymond Road
- Raymond Road from Cleveland Avenue to City Limits
- Sherwood Way from Country Club to Davis Street
- Sherwood Way from Davis Street to D Street
- D Street from Sherwood Way to 4th Street
- Sunset Avenue from Linden Avenue to 4th Street
- Howard Avenue from Granada Drive to Amerine Avenue
- Stadium Road from Pecan Avenue to Gamay Avenue
- Olive Avenue from Mariposa Street to Tozer Street
- Woodlands Drive from Sunset Avenue Woodlands Court
- Hillcrest Court from West to East
- Forest Court from West End to Woodlands Drive
- Forest Lane fron Woodlands Drive to Cedar Creek Lake

R-000080 RMRA Seals/Overlays 2022-23

- Clark Street (From Tulare to Lake St)
- Clark Street (From Austin Ave to D St)
- Ashlan Way (From Rogers St to Lake St)
- Vineyard Ave (From Sunrise Ave to Cross St)
- 6th St (From K St to Gateway Dr)
- 7th St (From L St to J St)
- 8th St (From K St to Freeway 99)
- 9th St (From K St to I St)
- Alderwood Court (From Schnoor to Alderwood Ct)
- Austin Street (From Lincoln Ave to Cleveland Ave)
- Bend Street (From Tulare to End of Bend St)
- Clinton Street (From Lake St to Lilly St)
- Grapewood Court (From Aspen Ln to End of Grapewood Ct)
- Harding Street (From Davis St to End of Harding St)
- Harding Street (From Owens St to Sharon Ave)
- K St (From Olive Ave to Yosemite Ave)
- Lake Street (Sunrise Ave to Clinton St)
- Lincoln Ave (From Sharon Ave to Sierra St)
- Maple Street (From Pine St to Grove St)
- Noble Street (From Gill Ave to Maple Street)
- Rush Street (From D St to Dellavalle Ave)
- Tulare Street (From Wessmith to Kennedy St)
- Wilson Street (From Sharon Ave to Owens St)
- Wrenwood Way (From Tulare St to Fountain Way)
- Wessmith Way (From Tulare St to Barcelona Way)
- Fountain Way (From Wessmith Way to Sherwood Way)
- Lake Street (From Cleveland Ave to Central Ave)
- Lake Street (From Central Ave to Yosemite Ave)

R-000081 2022/23 City Streets 3R & ADA Project

- Kennedy Street (From Tulare St to Creekside Dr)
- Kennedy Street (From Creekside Dr to Jericho Dr)
- W Almond Ave (From Santa Bonita to Monterey St)
- S Granada Dr (From Almond Ave to Cherry Tree Dr)
- Schnoor Ave (From 195ft South of Modoc St to Howard Rd)
- Schnoor Ave (From Howard Rd to Sunset Ave)
- Clinton St (from Lilly St to Fig Ave)

R-000098 RMRA Seals/Overlays 2023-24

- Granada Dr (From Pamela Dr - Cleveland Ave)
- H Street (From 4th Street to 2nd Street)
- Pine Street (From W 3rd Street to Olive Ave)
- N Gateway Dr (From W 3rd Street to Central Ave)
- Santa Cruz Street (From Maple St to Olive Ave)
- Rotan Ave (From Howard Rd to W 5th Street)
- Maple Street (From Stadium Rd to Santa Cruz St)
- *addt'l to be determined following PMS update*

R-000099 R-99 2024 Street R&R Project

to be determined following PMS update

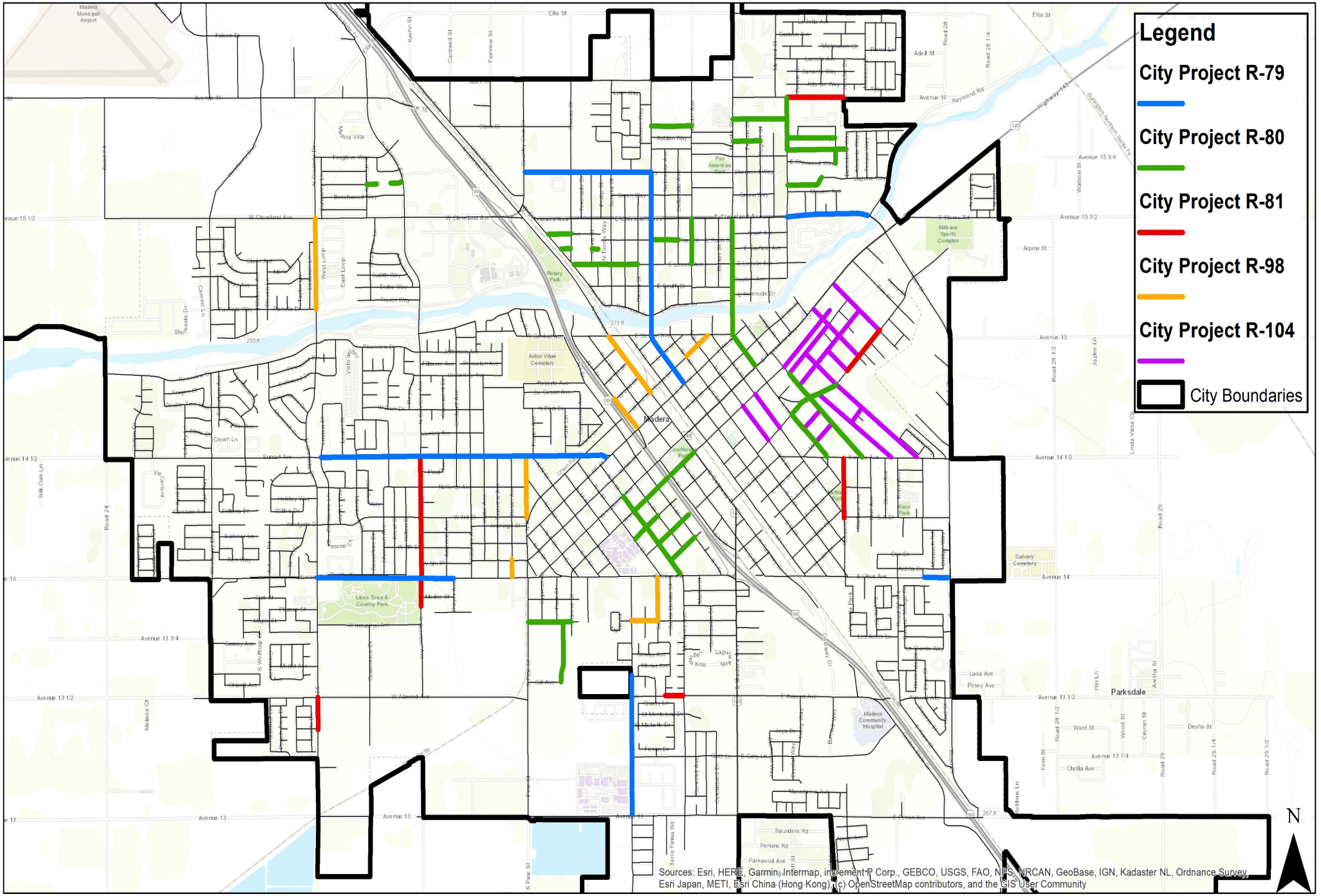
R-000104 R-104

- Adelaide St (From Sunrise Ave to Clinton St)
- Cross St (From Vineyard Ave to Magnolia St)
- E 6th Street (From Vineyard Ave to Magnolia St)
- E 9th St (From Lake St to Vineyard Ave)
- Fig St (From Clinton St to E Yosemite Ave)
- Lilly St (From Sunrise Ave to Cross St)
- Magnolia St (From Clinton St to E Yosemite Ave)
- Malone St (From Clinton St to Washington Ave)
- Moore St (From Lake St to Vineyard Ave)
- Sawmill St (From Adelaide St to Lilly St)
- S A St (From Clinton St to E 6th St)
- S B St (From Clinton St to E 6th St)
- Washington Ave (From Vineyard St to Fig St)

Attachment 3

Map of Proposed Street Projects

STREET RECONSTRUCTION PROJECTS



Item:	B-1
Minutes for:	08/21/2024
Adopted:	09/04/2024

Minutes of a Regular Meeting of the Madera City Council

August 21, 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: 844 1638 0180#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4 (Left at 8:31 p.m.)
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, 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, Deputy City Engineer Ellen Bitter, Assistant Engineer Jonathan Gramajo, Administrative Analyst (P/W) David Austin and Communication Specialist Joseph Carrello.

INVOCATION: Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE: Deputy City Engineer Ellen Bitter

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. ITEM E-3 WILL BE HEARD AFTER PUBLIC COMMENT ON THE AGENDA.

PRESENTATIONS:

1. **Proclamation Recognizing National Senior Citizens Day**

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.

Donald Holley thanked Director of Parks and Community Services Joseph Hebert and staff for the hard work done at McNally Park.

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

A. PUBLIC HEARINGS:

A-1 Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2024/25

Recommendation: Adopt a Resolution Approving the Measure T AEP for FY 2024/25 and Authorizing Submission of the AEP to the Madera County Transportation Authority (MCTA) for Adoption (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM A-1 WAS CONTINUED (TO THE SEPTEMBER 4, 2024 COUNCIL MEETING) UNANIMOUSLY BY A 7/0 VOTE.

B. CONSENT CALENDAR:

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

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B-1 Minutes – August 7, 2024

Recommendation: Approve the City Council Minutes of August 21, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for July 27, 2024 to August 9, 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 Porsche Club of America Permit for Autocross Events at the Madera Municipal Airport

Recommendation: Adopt a Resolution Approving a Special Activity Permit for the use of designated areas of the Madera Municipal Airport for Porsche Club of America autocross events (Report by Ismael Hernandez)

RES 24-121 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT FOR THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE 2024-2025 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS

B-5 Amendment of Administrative Policy 18, Purchasing Policy of the City of Madera

Recommendation: Adopt a Resolution Amending Administrative Policy 18, Purchasing Policy of the City (Report by Michael Lima)

RES 24-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AMENDMENT TO ADMINISTRATIVE POLICY 18, PURCHASING POLICY OF THE CITY OF MADERA

B-6 Acceptance of Kitchen Renovation Project at Frank Bergon Senior Center

Recommendation: Approve Minute Order Approving:

1. Acceptance of the Kitchen Renovation Project at Frank Bergon Senior Center, located at 238 South D Street; and
2. The Recording of Notice of Completion (Report by Joseph Hebert)

B-7 Acceptance of Construction of the Renovation of the Cook Water Tower, City Project No. W-22 and W-34

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of Construction of the Renovation of the Cook Water Tower, City Project No. W-22 and W-34; and
2. The Recording of Notice of Completion; and
3. The release of retention 35 days after recording of the Notice of Completion (Report by Keith Helmuth)

B-8 Acceptance of Construction of New Police Department Parking Lot, City Project PD-01

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of New Police Department Parking Lot, Cit Project PD-01; and
2. The Recording of Notice of Completion; and
3. The release of retention 35 days after recording of the Notice of Completion (Report by Keith Helmuth)

B-9 Engineering Front Counter ADA Upgrades

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the Construction of Engineering Front Counter Upgrades, CDBG Project No. B22MC060053, City Project No. CD-02; and
2. Recording of Notice of Completion; and
3. Release of retention 35 days after recording of the Notice of Completion (Report by Keith Helmuth)

B-10 City's Participation in the Old Timers' Day Parade

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Fees and Services Relating to the Old Timers' Day Parade in the Amount of $2,956 (Report by Giachino Chiaramonte)

RES 24-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, PARK, AND ENGINEERING FEES AND SERVICES RELATING TO THE OLD TIMERS PARADE FOR MADERA DOWNTOWN ASSOCIATION, MADERA SUNRISE ROTARY CLUB 587, IN THE AMOUNT OF $2,956.00

B-11 First Amendment to the Law Enforcement Services Agreement between the Housing Authority of the City of Madera and the City of Madera

Recommendation: Adopt a Resolution approving the First Amendment to the Law Enforcement Services Agreement with the Housing Authority of the City of Madera for a Contract Year extension through September 30, 2024 (Report by Giachino Chiaramonte)

RES 24-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF MADERA FOR A CONTRACT YEAR EXTENSION THROUGH SEPTEMBER 30, 2024

C. WORKSHOP: None

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

D-1 Presentation and Adoption of the Fiscal Year 2024/2025 Proposed Budget

Recommendation:
1. Conduct a Public Hearing and Adopt the Resolution approving the Operating, Capital, and Debt Budgets for Fiscal Year 2024/25
2. Adopt a Resolution establishing an Appropriations Limit for Fiscal Year 2024/25 in the amount of $59,494,976 (Report by Michael Lima)

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 24-125 RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE BUDGET OF THE CITY OF MADERA FOR THE FISCAL YEAR JULY 1, 2024 THROUGH JUNE 30, 2025 IN THE AMOUNT OF $216,127,038 AND THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

RES 24-126 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE APPROPRIATIONS LIMIT FOR THE 2024/2025 FISCAL YEAR

D-2 Initiating Annexation Proceedings of Properties into the City of Madera Landscape Maintenance District (LMD) Zones of Benefit 1 & 51

Recommendation: Adopt Resolutions to:
1. Initiate Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into the City's LMD Zone of Benefit 1, to Review the Assessments for Fiscal Year 2024/25, and Setting a Public Hearing
2. Initiate Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Properties into the City's LMD Zones of

Benefit 51, to Review the Assessments for Fiscal Year 2024/25, and Setting a Public Hearing (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. ABSENT: MAYOR PRO TEM GALLEGOS

RES 24-127 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF BENEFIT 1, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR FISCAL YEAR 2024-2025, AND SETTING A PUBLIC HEARING

RES 24-128 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF BENEFIT 51, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR FISCAL YEAR 2024-2025, AND SETTING A PUBLIC HEARING

D-3 Update on 2024 emergency repair of Avenue 13 sewer trunk main failures and renew a finding of emergency relating to emergency response and repairs necessitating emergency contracts without competitive bidding

Recommendation:
1. Receive an update on the status of emergency repairs to the Avenue 13 sewer trunk main failures that occurred June 3, 2024 and June 10, 2024; and
2. Adopt a resolution renewing a finding of emergency relating to emergency response and repairs to the sanitary sewer main pursuant to Public Contract Code Section 22050 (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 24-129 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RENEWING A FINDING OF CONTINUING EMERGENCY RELATING TO MULTIPLE SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 WEST OF GRANADA DRIVE, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

D-4 Budget Amendment and direction on the Railroad Crossing Elimination Grant Program for the Cleveland Avenue and Union Pacific Railroad Crossing

Recommendation:
1. Adopt a Resolution amending the Fiscal Year 2024/2025 budget by allocating $60,000 to retain a consultant to prepare a grant application per the Railroad Crossing Elimination Grant Program administered by the Federal Railroad Administration (FRA), US

Department of Transportation (DOT). Funds will be divided between Measure T and Local Transportation Funds (LTF)

2. Provide direction regarding the potential allocation of Measure T, Local Transportation Funds (LTF), or General Fund to meet the minimum 20 percent non-federal fund share should the City be awarded the grant (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 24-130 A RESOLUTION AMENDING THE FISCAL YEAR 2024/2025 BUDGET BY ALLOCATING $60,000 TO RETAIN A CONSULTANT TO PREPARE A GRANT FOR THE RAILROAD CROSSING ELIMINATION PROGRAM AND A LOCAL MATCH OF 20 PERCENT USING NON-FEDERAL FUNDS TO COMPLETE TASK 1 UNDER FEDERAL RAILROAD ADMINISTRATION GUIDELINES

E. ADMINISTRATIVE REPORTS:

E-1 Select Recipient for the Proclamation Recognizing Old Timers Week

Recommendation: Request for Councils selection of a recipient for the Proclamation Recognizing Old Timers Week (Report by Alicia Gonzales)

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM E-1 TO HAVE LAST YEAR'S OLD TIMERS' KING AND QUEEN BE THE RECIPIENTS OF THE PROCLAMATION WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

E-2 Presentation of Intersection Control Options for Lake Street/4th Street/Central Avenue Intersection; City Project R-57

Recommendation: Consider the information presented and provide direction to staff regarding course of future activity for this project (Report by Keith Helmuth)

Council directed staff to proceed with a roundabout.

E-3 Direction Regarding Annual Commemoration of Juneteenth in the City of Madera

Recommendation: This item is being brought for consideration and direction at the request of the City Council. Discussion will be led by Councilwoman Evans. (Report by Wendy Silva)

This item was heard after the Public Comment section of the agenda.

Donald Holley stated he was disappointed with the negative comments from Council in getting this day recognized as a holiday. He is in favor of the City recognizing Juneteenth Day as a City holiday.

Pastor Sammie Neely of the Mt. Zion Missionary Baptist Church spoke in favor of recognizing Juneteenth Day as a City holiday. He doesn't know why this has not been negotiated with the City Employee unions.

Elaine Moore of Fairmead spoke in favor of recognizing Juneteenth Day as a City holiday. She stated it was always a good thing whenever a group can come together to celebrate.

E-4 Response to Madera County Grand Jury Final Report titled 2324-06; Published on June 2024, titled "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024"

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

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-4 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

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. No single item may exceed one minute. All votes shall be conducted electronically, with the results announced by the Chair. If voting is not available by electronic methods, another method may be used by the Chair unless otherwise determined by a majority of the Councilmembers present. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action

Councilmember Mejia resumed her seat.

Mayor Garcia asked that a Proclamation for the 50th Anniversary of the Historical Society be brought to the Council. Mayor Garcia and Councilmembers Gallegos, Montes, Rodriguez and Mejia agreed.

Councilmember Rodriguez asked that a Certificate of Recognition be presented to the donors and participated during the 4th of July Fireworks Extravaganza. Mayor Garcia and Councilmember Gallegos, Montes, Rodriguez and Mejia agreed.

Councilmember Mejia asked that in anticipation of Indigenous Peoples Day, an update on translation services be added to the next agenda. Mayor Garcia and Councilmembers Gallegos, Montes, Rodriguez and Mejia 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.

Mayor Pro Tem Gallegos gave a shout out to Congressman Duarte who has held two Town Hall meetings in the last few weeks. She also thanked staff who hosted Congressman Duarte. Mayor Pro Tem Gallegos gave a shout out to Chief Chiaramonte who gave a video presentation on Safe Traffic with the school district. Lieutenant Felix Gonzalez appeared on television Channel 30 to talk about how the City of Madera was keeping students safe. Mayor Pro Tem Gallegos mentioned that she was at the Golf Course about three (3) weeks ago and stated that the restroom rehabilitation came out beautifully.

Councilmember Rodriguez stated he is on the Golf Course Advisory Committee and the Golf Course is getting long overdue repairs. He stated that in the future, the six (6) HVAC units will have to be replaced.

Councilmember Montes mentioned that it is "going back to school" time and welcomed everyone.

Councilmember Mejia stated she attended a Neighborhood Watch meeting at Malone/Washington Streets. She thanked Officer Juan Gaona, as well as, the other officers that were there. Councilmember Mejia mentioned that Housing Authority Executive Director Blanca Mendoza Navarro and her staff were also there to inform the community of their programs.

Councilmember Villegas stated that on August 16th, he and Mayor Garcia attended the PG&E Power Plant 40th Year ceremony.

Mayor Garcia stated that he received an invitation to from County Supervisor Poythress to attend the Rescue Missions tiny homes. The homes are a nice size and will provide triage and housing. Mayor Garcia stated that he met with people from the casino who gave him a progress update on the casino. He stated that he attended a ribbon cutting for Gonzalez Boxing who will provide entertainment for the City.

H. **CLOSED SESSION**: None

ADJOURNMENT: Meeting adjourned at 9:43 p.m.

_____ _____

ALICIA GONZALES, City Clerk SANTOS GARCIA, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 10, 2024 to August 23, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 10, 2024 to August 23, 2024 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	40057 – 40323	$4,138,821.05

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$688,902.61
SDI	EDD	*$2,759.27*
CalPERS Payment	CalPERS	*$151,269.04*

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2023/2024 Adopted Budget or the Fiscal Year 2024/2025 Continuing Resolution appropriations and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council,

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2023/2024 Adopted Budget or the Fiscal Year 2024/2025 Continuing Resolution appropriation.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
September 4, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40057	08/15/2024	FACILITIES	Comm & Rec Center	SERVICEMASTER BY J&C BROWN	PARKS - JWYC GYM WALL	680.00
40058	08/15/2024	HR/RISK MGT	PD Operations	BIANCHI, BRANDON	TUITION REIMBURSEMENT	459.00
40059	08/15/2024	ENGINEERING	Water Capital Outla	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	68,297.20
40060	08/15/2024	ENGINEERING	Water Capital Outla	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	32,512.79
40061	08/15/2024	FINANCE	TRANS - FIXED	TRILLIUM SOLUTIONS, INC.	GTFS ANNUAL SUBSCRIPTION	5,000.00
40062	08/15/2024	PD OPERATIONS	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	3,750.00
40063	08/15/2024	PD OPERATIONS	SUPP LAW ENF	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	75.78
40064	08/15/2024	FACILITIES	Facilities Maintenan	MOMAR, INC.	GRAFFITI WIPES	345.18
40064	08/15/2024	FACILITIES	Facilities Maintenan	MOMAR, INC.	AC FRESHENER TABS	478.36
40065	08/15/2024	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	79.30
40066	08/15/2024	PW ADMIN	Tire Clean Up	AMERICAN TIRE RECYCLING, INC	TRAILER RENTAL - TIRE RECYCLE	990.00
40067	08/15/2024	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 06/16/24-06/30/24	1,268.39
40068	08/15/2024	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	900.00
40069	08/15/2024	STREET CLEANING	Street Cleaning	LACAL EQUIPMENT INC	GUTTER BROOMS	5,370.73
40070	08/15/2024	ENGINEERING	Sewer Capital Outla	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SVS	10,893.34
40071	08/15/2024	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	192.83
40072	08/15/2024	FINANCE	WWTP Bond Admin	HAWKINS DELAFIELD & WOOD LLP	WATER REVENUE REFUNDING BOND - SERIES 2019	1,100.00
40073	08/15/2024	FACILITIES	Facilities Maintenan	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - PD	2,506.17
40073	08/15/2024	FACILITIES	PD Operations	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - PD	2,109.36
40074	08/15/2024	HR/RISK MGT	PD Operations	SARAH SARQUIZ	TUITION REIMBURSEMENT	675.00
40075	08/15/2024	INFORMATION SE	COMPUTER MAINT	HP INC.	REPLACEMENT COMPUTERS	34,419.22
40076	08/15/2024	PD OPERATIONS	MEAS K - PD	VIGILANT SOLUTIONS, LLC	LPR LICENSING	11,250.00
40077	08/15/2024	ENGINEERING	LTF - Streets	FEHR & PEERS	CONSULTING FOR GRANT WRITING	2,000.00
40078	08/15/2024	WWTP	WWTP	DELLAVALLE LABORATORY,INC.	PERMIT COMPLIANCE LAB	7,016.00
40079	08/15/2024	FINANCE	Building	AT&T	06/24 CALNET 3 SERVICE 9391031559	18.67
40079	08/15/2024	FINANCE	Building	AT&T	06/24 CALNET 3 SERVICE 9391031577	28.92
40079	08/15/2024	FINANCE	Building	AT&T	06/24 CALNET 3 SERVICE 9391026390	38.08
40079	08/15/2024	FINANCE	City Attorney	AT&T	06/24 CALNET 3 SERVICE 9391031559	6.22
40079	08/15/2024	FINANCE	City Attorney	AT&T	06/24 CALNET 3 SERVICE 9391031577	8.25
40079	08/15/2024	FINANCE	City Attorney	AT&T	06/24 CALNET 3 SERVICE 9391026390	10.86
40079	08/15/2024	FINANCE	City Clerk's Office	AT&T	06/24 CALNET 3 SERVICE 9391031559	4.67
40079	08/15/2024	FINANCE	City Clerk's Office	AT&T	06/24 CALNET 3 SERVICE 9391031577	8.25
40079	08/15/2024	FINANCE	City Clerk's Office	AT&T	06/24 CALNET 3 SERVICE 9391026390	10.86
40079	08/15/2024	FINANCE	Comm & Rec Center	AT&T	06/24 CALNET 3 SERVICE 9391026396	264.56
40079	08/15/2024	FINANCE	Comm & Rec Center	AT&T	06/24 CALNET 3 SERVICE 9391026391	301.30
40079	08/15/2024	FINANCE	COMPUTER MAINT	AT&T	06/24 CALNET 3 SERVICE 9391031559	4.67
40079	08/15/2024	FINANCE	COMPUTER MAINT	AT&T	06/24 CALNET 3 SERVICE 9391031577	16.52
40079	08/15/2024	FINANCE	COMPUTER MAINT	AT&T	06/24 CALNET 3 SERVICE 9391026390	21.76
40079	08/15/2024	FINANCE	Engineering	AT&T	06/24 CALNET 3 SERVICE 9391031559	35.78
40079	08/15/2024	FINANCE	Engineering	AT&T	06/24 CALNET 3 SERVICE 9391031577	57.84
40079	08/15/2024	FINANCE	Engineering	AT&T	06/24 CALNET 3 SERVICE 9391026390	76.16
40079	08/15/2024	FINANCE	Facilities Maintenan	AT&T	06/24 CALNET 3 SERVICE 9391026394	24.24
40079	08/15/2024	FINANCE	Facilities Maintenan	AT&T	06/24 CALNET 3 SERVICE 9391031564	13.72
40079	08/15/2024	FINANCE	Finance	AT&T	06/24 CALNET 3 SERVICE 9391031559	23.33
40079	08/15/2024	FINANCE	Finance	AT&T	06/24 CALNET 3 SERVICE 9391031577	45.44
40079	08/15/2024	FINANCE	Finance	AT&T	06/24 CALNET 3 SERVICE 9391026390	59.84
40079	08/15/2024	FINANCE	Fleet Maintenance	AT&T	06/24 CALNET 3 SERVICE 9391026394	16.19
40079	08/15/2024	FINANCE	Fleet Maintenance	AT&T	06/24 CALNET 3 SERVICE 9391031564	9.15
40079	08/15/2024	FINANCE	GRANT OVERSIGHT	AT&T	06/24 CALNET 3 SERVICE 9391031559	10.89
40079	08/15/2024	FINANCE	GRANT OVERSIGHT	AT&T	06/24 CALNET 3 SERVICE 9391031577	16.52
40079	08/15/2024	FINANCE	GRANT OVERSIGHT	AT&T	06/24 CALNET 3 SERVICE 9391026390	21.76
40079	08/15/2024	FINANCE	HR/RISK MGT	AT&T	06/24 CALNET 3 SERVICE 9391031559	6.22
40079	08/15/2024	FINANCE	HR/RISK MGT	AT&T	06/24 CALNET 3 SERVICE 9391031577	12.37
40079	08/15/2024	FINANCE	HR/RISK MGT	AT&T	06/24 CALNET 3 SERVICE 9391026390	16.29
40079	08/15/2024	FINANCE	Parks	AT&T	06/24 CALNET 3 SERVICE 9391026412	161.12
40079	08/15/2024	FINANCE	Parks Administration	AT&T	06/24 CALNET 3 SERVICE 9391031580	281.25
40079	08/15/2024	FINANCE	Planning	AT&T	06/24 CALNET 3 SERVICE 9391031559	10.89
40079	08/15/2024	FINANCE	Planning	AT&T	06/24 CALNET 3 SERVICE 9391031577	20.65
40079	08/15/2024	FINANCE	Planning	AT&T	06/24 CALNET 3 SERVICE 9391026390	27.18
40079	08/15/2024	FINANCE	STREETS	AT&T	06/24 CALNET 3 SERVICE 9391026394	40.43
40079	08/15/2024	FINANCE	STREETS	AT&T	06/24 CALNET 3 SERVICE 9391031564	22.88
40079	08/15/2024	FINANCE	Sewer Mtnc/Operati	AT&T	06/24 CALNET 3 SERVICE 9391026394	28.28
40079	08/15/2024	FINANCE	Sewer Mtnc/Operati	AT&T	06/24 CALNET 3 SERVICE 9391031570	192.30
40079	08/15/2024	FINANCE	Sewer Mtnc/Operati	AT&T	06/24 CALNET 3 SERVICE 9391031564	16.01
40079	08/15/2024	FINANCE	SOLID WASTE	AT&T	06/24 CALNET 3 SERVICE 9391026394	32.30
40079	08/15/2024	FINANCE	SOLID WASTE	AT&T	06/24 CALNET 3 SERVICE 9391031564	18.32
40079	08/15/2024	FINANCE	UB - Garbage	AT&T	06/24 CALNET 3 SERVICE 9391031559	6.22
40079	08/15/2024	FINANCE	UB - Garbage	AT&T	06/24 CALNET 3 SERVICE 9391026394	8.08
40079	08/15/2024	FINANCE	UB - Garbage	AT&T	06/24 CALNET 3 SERVICE 9391031577	13.42
40079	08/15/2024	FINANCE	UB - Garbage	AT&T	06/24 CALNET 3 SERVICE 9391026390	17.67
40079	08/15/2024	FINANCE	UB - Garbage	AT&T	06/24 CALNET 3 SERVICE 9391031564	4.57
40079	08/15/2024	FINANCE	UB - Sewer	AT&T	06/24 CALNET 3 SERVICE 9391031559	6.22
40079	08/15/2024	FINANCE	UB - Sewer	AT&T	06/24 CALNET 3 SERVICE 9391026394	8.08
40079	08/15/2024	FINANCE	UB - Sewer	AT&T	06/24 CALNET 3 SERVICE 9391031577	13.42
40079	08/15/2024	FINANCE	UB - Sewer	AT&T	06/24 CALNET 3 SERVICE 9391026390	17.67
40079	08/15/2024	FINANCE	UB - Sewer	AT&T	06/24 CALNET 3 SERVICE 9391031564	4.57

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40079	08/15/2024	FINANCE	UB - Water	AT&T	06/24 CALNET 3 SERVICE 9391031559	12.44
40079	08/15/2024	FINANCE	UB - Water	AT&T	06/24 CALNET 3 SERVICE 9391026394	16.19
40079	08/15/2024	FINANCE	UB - Water	AT&T	06/24 CALNET 3 SERVICE 9391026393	85.81
40079	08/15/2024	FINANCE	UB - Water	AT&T	06/24 CALNET 3 SERVICE 9391031577	26.90
40079	08/15/2024	FINANCE	UB - Water	AT&T	06/24 CALNET 3 SERVICE 9391026390	35.42
40079	08/15/2024	FINANCE	UB - Water	AT&T	06/24 CALNET 3 SERVICE 9391031564	9.16
40079	08/15/2024	FINANCE	Water Mtnc/Operati	AT&T	06/24 CALNET 3 SERVICE 9391026394	36.36
40079	08/15/2024	FINANCE	Water Mtnc/Operati	AT&T	06/24 CALNET 3 SERVICE 9391031564	20.58
40079	08/15/2024	FINANCE	Water Quality Contr	AT&T	06/24 CALNET 3 SERVICE 9391026394	16.19
40079	08/15/2024	FINANCE	Water Quality Contr	AT&T	06/24 CALNET 3 SERVICE 9391031564	9.15
40079	08/15/2024	FINANCE	WWTP	AT&T	06/24 CALNET 3 SERVICE 9391026394	24.24
40079	08/15/2024	FINANCE	WWTP	AT&T	06/24 CALNET 3 SERVICE 9391031564	13.72
40079	08/15/2024	FINANCE	City Manager	AT&T	06/24 CALNET 3 SERVICE 9391031559	9.33
40079	08/15/2024	FINANCE	City Manager	AT&T	06/24 CALNET 3 SERVICE 9391031577	8.25
40079	08/15/2024	FINANCE	City Manager	AT&T	06/24 CALNET 3 SERVICE 9391026390	10.86
40079	08/15/2024	FINANCE	Purchasing	AT&T	06/24 CALNET 3 SERVICE 9391026394	24.24
40079	08/15/2024	FINANCE	Purchasing	AT&T	06/24 CALNET 3 SERVICE 9391031564	13.72
40079	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391059143	2,041.87
40079	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391031561	155.55
40079	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391031579	275.19
40079	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391026411	154.14
40079	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391026414	369.93
40079	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391020514	155.55
40079	08/15/2024	PD OPERATIONS	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391031566	155.55
40079	08/15/2024	PD OPERATIONS	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391031578	156.74
40079	08/15/2024	PD OPERATIONS	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391064552	286.21
40080	08/15/2024	FINANCE	Aquatics Programs	AT&T	06/24 CALNET 3 SERVICE 9391026397	27.56
40080	08/15/2024	FINANCE	Building	AT&T	06/24 CALNET 3 SERVICE 9391026407	29.12
40080	08/15/2024	FINANCE	Central Admin	AT&T	06/24 CALNET 3 SERVICE 9391026406	27.56
40080	08/15/2024	FINANCE	City Attorney	AT&T	06/24 CALNET 3 SERVICE 9391026388	57.97
40080	08/15/2024	FINANCE	Code Enforcement	AT&T	06/24 CALNET 3 SERVICE 9391026413	62.29
40080	08/15/2024	FINANCE	Comm & Rec Center	AT&T	06/24 CALNET 3 SERVICE 9391026392	58.24
40080	08/15/2024	FINANCE	Finance	AT&T	06/24 CALNET 3 SERVICE 9391026406	27.57
40080	08/15/2024	FINANCE	Fire	AT&T	05/24 CALNET 3 SERVICE 991068734	57.20
40080	08/15/2024	FINANCE	Fire	AT&T	06/24 CALNET 3 SERVICE 9391026402	29.12
40080	08/15/2024	FINANCE	HR/RISK MGT	AT&T	06/24 CALNET 3 SERVICE	29.12
40080	08/15/2024	FINANCE	MEAS K - FIRE	AT&T	06/24 CALNET 3 SERVICE 9391068734	58.43
40080	08/15/2024	FINANCE	Sewer Mtnc/Operati	AT&T	06/24 CALNET 3 SERVICE 9391026410	56.69
40080	08/15/2024	FINANCE	Sr Citizen Communit	AT&T	06/24 CALNET 3 SERVICE 9391026415	66.50
40080	08/15/2024	FINANCE	Sr Citizen Communit	AT&T	06/24 CALNET 3 SERVICE 9391026389	29.12
40080	08/15/2024	FINANCE	Sr Citizen Communit	AT&T	06/24 CALNET 3 SERVICE 9391026403	31.86
40080	08/15/2024	FINANCE	Sr Citizen Communit	AT&T	06/24 CALNET 3 SERVICE 9391026398	29.12
40080	08/15/2024	FINANCE	Sr Citizen Communit	AT&T	06/24 CALNET 3 SERVICE 9391026395	29.12
40080	08/15/2024	FINANCE	WWTP	AT&T	06/24 CALNET 3 SERVICE 9391026417	37.95
40080	08/15/2024	FINANCE	WWTP	AT&T	06/24 CALNET 3 SERVICE 9391026405	29.12
40080	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391026401	29.12
40080	08/15/2024	FINANCE	PD Operations	AT&T	06/24 CALNET 3 SERVICE 9391026409	29.53
40081	08/15/2024	FINANCE	Building	AT&T	06/24 FIRSTNET SVS 287302656036	150.27
40081	08/15/2024	FINANCE	City Clerk's Office	AT&T	06/24 FIRSTNET SVS 287302656036	90.10
40081	08/15/2024	FINANCE	City Council	AT&T	06/24 FIRSTNET SVS 287302656036	281.68
40081	08/15/2024	FINANCE	Code Enforcement	AT&T	06/24 FIRSTNET SVS 287302656036	45.05
40081	08/15/2024	FINANCE	COMPUTER MAINT	AT&T	06/24 FIRSTNET SVS 287302656036	794.37
40081	08/15/2024	FINANCE	Engineering	AT&T	06/24 FIRSTNET SVS 287302656036	285.65
40081	08/15/2024	FINANCE	Facilities Maintenan	AT&T	06/24 FIRSTNET SVS 287302656036	841.14
40081	08/15/2024	FINANCE	Finance	AT&T	06/24 FIRSTNET SVS 287302656036	185.47
40081	08/15/2024	FINANCE	Fleet Maintenance	AT&T	06/24 FIRSTNET SVS 287302656036	45.05
40081	08/15/2024	FINANCE	GRANT OVERSIGHT	AT&T	06/24 FIRSTNET SVS 287302656036	95.14
40081	08/15/2024	FINANCE	HR/RISK MGT	AT&T	06/24 FIRSTNET SVS 287302656036	50.09
40081	08/15/2024	FINANCE	Parks	AT&T	06/24 FIRSTNET SVS 287302656036	285.53
40081	08/15/2024	FINANCE	Planning	AT&T	06/24 FIRSTNET SVS 287302656036	45.05
40081	08/15/2024	FINANCE	STREETS	AT&T	06/24 FIRSTNET SVS 287302656036	50.09
40081	08/15/2024	FINANCE	UB - Garbage	AT&T	06/24 FIRSTNET SVS 287302656036	27.48
40081	08/15/2024	FINANCE	UB - Sewer	AT&T	06/24 FIRSTNET SVS 287302656036	27.48
40081	08/15/2024	FINANCE	UB - Water	AT&T	06/24 FIRSTNET SVS 287302656036	54.96
40081	08/15/2024	FINANCE	WWTP	AT&T	06/24 FIRSTNET SVS 287302656036	50.09
40081	08/15/2024	FINANCE	City Manager	AT&T	06/24 FIRSTNET SVS 287302656036	90.33
40081	08/15/2024	FINANCE	PD Operations	AT&T	06/24 FIRSTNET SVS 287302965625	6,554.85
40082	08/15/2024	HR/RISK MGT	PD Operations	ADAMS, MARK	TUITION REIMBURSEMENT	564.00
40083	08/15/2024	ENGINEERING	Water Capital Outla	AM CONSULTING ENGINEERS, INC.	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	17,230.00
40084	08/15/2024	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	2,196.00
40085	08/15/2024	ENGINEERING	Sewer Capital Outla	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	3,078.00
40086	08/15/2024	INFORMATION SE	COMPUTER MAINT	CDW GOVERNMENT, INC	MICROSOFT LICENSING RENEWAL	98,547.82
40087	08/15/2024	PD OPERATIONS	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 06/24	292.00
40087	08/15/2024	PD OPERATIONS	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS 06/24	945.00
40088	08/15/2024	PD OPERATIONS	PD Operations	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	900.00
40089	08/15/2024	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - AIRPORT	113.50
40089	08/15/2024	FACILITIES	Central Admin	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FINANCE	548.00
40089	08/15/2024	FACILITIES	Comm & Rec Center	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - JWYC	782.45
40089	08/15/2024	FACILITIES	Comm & Rec Center	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PCS YOUTH SERVICES	113.50

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40089	08/15/2024	FACILITIES	Comm & Rec Center	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PANAM	702.80
40089	08/15/2024	FACILITIES	Engineering	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - ENG	113.50
40089	08/15/2024	FACILITIES	Engineering	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - RDA	113.50
40089	08/15/2024	FACILITIES	Facilities Maintenan	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW CITY YARD	113.50
40089	08/15/2024	FACILITIES	Fire	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #6	113.50
40089	08/15/2024	FACILITIES	Fire	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #7	113.50
40089	08/15/2024	FACILITIES	GRANT OVERSIGHT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - INTERMODAL	267.70
40089	08/15/2024	FACILITIES	Parks	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FBSC	325.75
40089	08/15/2024	FACILITIES	Parks	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - MILLVIEW	113.50
40089	08/15/2024	FACILITIES	Water Mtnc/Operati	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW WATER	356.80
40089	08/15/2024	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	310.90
40089	08/15/2024	FACILITIES	PD Operations	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - SIU-PD	113.50
40090	08/15/2024	PD OPERATIONS	SUPP LAW ENF	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES - BONNIE	26.00
40090	08/15/2024	PD OPERATIONS	SUPP LAW ENF	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES - BONNIE	1,167.55
40091	08/15/2024	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER LEASE	165.45
40091	08/15/2024	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER LEASE	178.61
40091	08/15/2024	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER LEASE	1,024.55
40091	08/15/2024	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER LEASE	904.04
40091	08/15/2024	PURCHASING	General Fund	CANON FINANCIAL SERVICES	COPIER LEASE	338.84
40091	08/15/2024	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE	251.23
40091	08/15/2024	PURCHASING	Parks Administratior	CANON FINANCIAL SERVICES	COPIER LEASE	613.97
40091	08/15/2024	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER LEASE	299.79
40091	08/15/2024	PURCHASING	Sewer Mtnc/Operati	CANON FINANCIAL SERVICES	COPIER LEASE	167.00
40091	08/15/2024	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE	167.00
40091	08/15/2024	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE	178.61
40091	08/15/2024	PURCHASING	Water Fund	CANON FINANCIAL SERVICES	COPIER LEASE	187.92
40091	08/15/2024	PURCHASING	Water Mtnc/Operati	CANON FINANCIAL SERVICES	COPIER LEASE	167.00
40091	08/15/2024	PURCHASING	Airport Oper Fund	CANON FINANCIAL SERVICES	COPIER LEASE	1.16
40091	08/15/2024	PURCHASING	Sewer Fund	CANON FINANCIAL SERVICES	COPIER LEASE	161.69
40092	08/15/2024	PD OPERATIONS	SUPP LAW ENF	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS - 05/24	525.00
40093	08/15/2024	PARKS ADMINISTI	General Fund	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - PANAM	30.00
40094	08/15/2024	PARKS ADMINISTI	Prop 68 Grant	CROWN SERVICES CO.	PORTA POTTIES - PARKS	447.08
40094	08/15/2024	PARKS ADMINISTI	Prop 68 Grant	CROWN SERVICES CO.	LTC PORTA POTTIES	1,029.94
40095	08/15/2024	PD OPERATIONS	SUPP LAW ENF	J'S COMMUNICATIONS	ANNUAL SERVICE AGREEMENT	5,025.60
40096	08/15/2024	FLEET ACQUISITIC	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6037 - #6041	16,655.70
40097	08/15/2024	FACILITIES	COMPUTER MAINT	LEON ENVIRONMENTAL SERVICES	ABESTOS TESTING	650.00
40098	08/15/2024	PARKS ADMINISTI	Aquatics Programs	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	1,825.74
40099	08/15/2024	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES PAID 0	626.50
40099	08/15/2024	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES PAID 0	131.50
40100	08/15/2024	PARKS ADMINISTI	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	108.00
40101	08/15/2024	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	11,023.38
40101	08/15/2024	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	1,614.76
40101	08/15/2024	PW ADMIN	PW Safe & Clean Init	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	2,275.24
40102	08/15/2024	FLEET ACQUISITIC	Fleet Acquisition	MOTOROLA SOLUTIONS INC.	PD CAMERA SYSTEM	13,237.68
40103	08/15/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	97.96
40103	08/15/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	105.97
40103	08/15/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	10.66
40103	08/15/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/24 SERVICE 8126770647-1	124.83
40103	08/15/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3819620697-3	130.66
40103	08/15/2024	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	1,435.54
40103	08/15/2024	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	1,926.92
40103	08/15/2024	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	73.04
40103	08/15/2024	FINANCE	Comm & Rec Center	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	3,109.21
40103	08/15/2024	FINANCE	Comm & Rec Center	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	4,291.94
40103	08/15/2024	FINANCE	Comm & Rec Center	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	1,770.12
40103	08/15/2024	FINANCE	Comm & Rec Center	PACIFIC GAS & ELECTRIC	06/24 SERVICE 8307681856-2	998.32
40103	08/15/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	943.63
40103	08/15/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	1,141.26
40103	08/15/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	428.10
40103	08/15/2024	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	06/24 SERVICE 2000655655-7	2,876.95
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 6690755760-8	126.62
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9787342989-4	178.07
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 1598348280-1	76.96
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 1715785853-5	2,920.27
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3352588453-3	180.98
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3499945233-6	138.55
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	39,857.11
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	38,866.91
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	7,938.76
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 8178280304-3	155.10
40103	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 1619119913-8	119.76
40103	08/15/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	2,190.03
40103	08/15/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	3,482.74
40103	08/15/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	81.90
40103	08/15/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	06/24 SERVICE 2173157566-4	3,170.76
40103	08/15/2024	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	1,270.41
40103	08/15/2024	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	1,783.81
40103	08/15/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	60.59
40103	08/15/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	66.26

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40103	08/15/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	80.86
40103	08/15/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	8,916.08
40103	08/15/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	19,395.06
40103	08/15/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	164.23
40103	08/15/2024	FINANCE	Recreation	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	34.64
40103	08/15/2024	FINANCE	Sewer Mtnc/Operati	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	3,853.47
40103	08/15/2024	FINANCE	Sewer Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	4,373.17
40103	08/15/2024	FINANCE	Sewer Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	24.42
40103	08/15/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	324.42
40103	08/15/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	414.32
40103	08/15/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	7.60
40103	08/15/2024	FINANCE	Sr Citizen Communit	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	27.69
40103	08/15/2024	FINANCE	Sr Citizen Communit	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	30.55
40103	08/15/2024	FINANCE	Sr Citizen Communit	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	8.10
40103	08/15/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	153,390.89
40103	08/15/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	193,989.74
40103	08/15/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9651992016-7	197.04
40103	08/15/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9172110863-6	30,642.39
40103	08/15/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9109225160-1	604.76
40103	08/15/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3642526071-2	67.29
40103	08/15/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	37,704.54
40103	08/15/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	680.89
40103	08/15/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	819.99
40103	08/15/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	10.01
40103	08/15/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	11.04
40103	08/15/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	79.11
40103	08/15/2024	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	9.85
40103	08/15/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	29.91
40103	08/15/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	27.76
40103	08/15/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	19.94
40103	08/15/2024	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	21.73
40103	08/15/2024	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	24.42
40103	08/15/2024	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	10.90
40103	08/15/2024	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	12.03
40103	08/15/2024	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	53.02
40103	08/15/2024	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	58.51
40103	08/15/2024	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	39.42
40103	08/15/2024	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	43.47
40103	08/15/2024	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	29.91
40103	08/15/2024	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	27.76
40103	08/15/2024	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	9.97
40103	08/15/2024	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	11.05
40103	08/15/2024	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	71.13
40103	08/15/2024	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	75.19
40103	08/15/2024	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	11.15
40103	08/15/2024	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	12.42
40103	08/15/2024	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	73.60
40103	08/15/2024	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	77.02
40103	08/15/2024	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	23.05
40103	08/15/2024	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	25.67
40103	08/15/2024	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3533032414-2	183.12
40103	08/15/2024	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 3533032414-2	178.94
40103	08/15/2024	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	06/24 SERVICE 9920095153-3	4,149.73
40104	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 4318089701-9	20.49
40104	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 7928098441-4	54.17
40104	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 7949615676-5	20.17
40104	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 5207933925-6	64.91
40104	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 5225647713-5	14.29
40104	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 1013877191-9	59.28
40104	08/15/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	06/24 SERVICE 5237156686-1	45.69
40104	08/15/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	06/24 SERVICE 8675479583-8	59.44
40104	08/15/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/24 SERVICE 1902328695-8	19.57
40104	08/15/2024	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	06/24 SERVICE 6948316261-1	22.00
40105	08/15/2024	FINANCE	Finance	PHOENIX GROUP INFO SYS	CITATIONS 06/24	189.16
40105	08/15/2024	FINANCE	PARKING DIST OPS	PHOENIX GROUP INFO SYS	CITATIONS 06/24	89.02
40106	08/15/2024	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	6.16
40106	08/15/2024	PW ADMIN	Facilities Maintenan	PITNEY BOWES, INC.	POSTAGE FEES	6.15
40106	08/15/2024	PW ADMIN	Fleet Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	6.15
40106	08/15/2024	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	6.16
40106	08/15/2024	PW ADMIN	Sewer Mtnc/Operati	PITNEY BOWES, INC.	POSTAGE FEES	6.15
40106	08/15/2024	PW ADMIN	Water Mtnc/Operati	PITNEY BOWES, INC.	POSTAGE FEES	6.16
40106	08/15/2024	PW ADMIN	Water Quality Contr	PITNEY BOWES, INC.	POSTAGE FEES	6.18
40106	08/15/2024	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	6.16
40106	08/15/2024	PW ADMIN	Purchasing	PITNEY BOWES, INC.	POSTAGE FEES	6.15
40107	08/15/2024	ENGINEERING	LTF - Streets	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENG SVS	8,099.40
40107	08/15/2024	ENGINEERING	Water Capital Outla	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL DESIGN SVS	7,601.60
40108	08/15/2024	PARKS ADMINISTI	Parks	SIGNMAX	BLOCK WALL ART	1,962.03
40108	08/15/2024	PARKS ADMINISTI	CalTrans Grant	SIGNMAX	BLOCK WALL ART	29,184.91
40109	08/15/2024	PW ADMIN	Sewer Capital Outla	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	4,490.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40110	08/15/2024	PW ADMIN	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5F20I002618	1,818.00
40111	08/15/2024	ENGINEERING	LTF - Streets	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	518.16
40112	08/15/2024	PD OPERATIONS	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 06/24	217.00
40113	08/15/2024	INFORMATION SE	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	PACE TRAINING	11,493.60
40114	08/15/2024	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	104.04
40114	08/15/2024	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	38.01
40114	08/15/2024	FINANCE	Facilities Maintenan	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	52.02
40114	08/15/2024	FINANCE	Fire	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	152.04
40114	08/15/2024	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	1.67
40114	08/15/2024	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	38.01
40114	08/15/2024	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	1.67
40114	08/15/2024	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	52.02
40114	08/15/2024	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	14.70
40114	08/15/2024	FINANCE	Sewer Mtnc/Operati	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	1.67
40114	08/15/2024	FINANCE	Street Cleaning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	1.67
40114	08/15/2024	FINANCE	Water Mtnc/Operati	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	144.05
40114	08/15/2024	FINANCE	Water Quality Contr	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	38.01
40114	08/15/2024	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	75.65
40114	08/15/2024	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 06/11/24-07/10/24	494.13
40115	08/15/2024	ENGINEERING	Sewer Capital Outlay	VIDEO INSPECTION SPECIALISTS, INC.	CCTV INSPECTION	1,520.00
40116	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40117	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 1, 4, & 6	50.00
40118	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 6	50.00
40119	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40120	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40121	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	50.00
40122	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 5	50.00
40123	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40124	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 1, 2, & 3	50.00
40125	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40126	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40127	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40128	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 2	50.00
40129	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC BALL FIELD 2	50.00
40130	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40131	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40132	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40133	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40134	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40135	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	500.00
40136	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40137	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40138	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40139	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOUTH FIELD	50.00
40140	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40141	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	50.00
40142	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	50.00
40143	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40144	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 5	50.00
40145	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40146	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	50.00
40147	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40148	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	50.00
40149	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 2	50.00
40150	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40151	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC BALL FIELD 1	50.00
40152	08/15/2024	PARKS ADMINISTI	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	85.00
40153	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40154	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40155	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40156	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
40157	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40158	08/15/2024	PARKS ADMINISTI	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 2	50.00
40159	08/15/2024	FINANCE	SOLID WASTE	OTP- UB REFUNDS	MISAPPLIED PAYMENT	29.34
40159	08/15/2024	FINANCE	Water Utility	OTP- UB REFUNDS	MISAPPLIED PAYMENT	45.55
40159	08/15/2024	FINANCE	Sewer Fund	OTP- UB REFUNDS	MISAPPLIED PAYMENT	45.11
40160	08/15/2024	ENGINEERING	Sewer Capital Outlay	SAK CONSTRUCTION, LLC	AVE 13 SEWER INTERCEPTOR REHABILITATION SS-14	410,875.00
40161	08/15/2024	HR/RISK MGT	AIRPORT OPS	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	25,514.52
40161	08/15/2024	HR/RISK MGT	Animal Control	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	4,034.11
40161	08/15/2024	HR/RISK MGT	Aquatics Programs	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	8,773.83
40161	08/15/2024	HR/RISK MGT	Building	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	14,018.50
40161	08/15/2024	HR/RISK MGT	CDBG ADMIN	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,513.72
40161	08/15/2024	HR/RISK MGT	Central Admin	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	43,134.04
40161	08/15/2024	HR/RISK MGT	City Clerk's Office	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	4,241.51
40161	08/15/2024	HR/RISK MGT	City Council	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	1,142.07
40161	08/15/2024	HR/RISK MGT	Code Enforcement	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	14,040.11
40161	08/15/2024	HR/RISK MGT	Comm & Rec Center	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	42,272.05
40161	08/15/2024	HR/RISK MGT	COMPUTER MAINT	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	12,970.85
40161	08/15/2024	HR/RISK MGT	DRAINAGE	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	16,406.57

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40161	08/15/2024	HR/RISK MGT	Engineering	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	50,219.54
40161	08/15/2024	HR/RISK MGT	Facilities Maintenan	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	22,886.49
40161	08/15/2024	HR/RISK MGT	Finance	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	15,511.84
40161	08/15/2024	HR/RISK MGT	Fire	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	63,556.27
40161	08/15/2024	HR/RISK MGT	Fleet Maintenance	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	15,301.52
40161	08/15/2024	HR/RISK MGT	Fleet Motor Pool	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,696.32
40161	08/15/2024	HR/RISK MGT	GRANT OVERSIGHT	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	1,359.42
40161	08/15/2024	HR/RISK MGT	GRAFFITI ABATE	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,440.69
40161	08/15/2024	HR/RISK MGT	Home Program Inco	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	311.20
40161	08/15/2024	HR/RISK MGT	HR/RISK MGT	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	9,724.44
40161	08/15/2024	HR/RISK MGT	INTERMODAL BLDG	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	5,255.76
40161	08/15/2024	HR/RISK MGT	LMD Services	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	8,983.48
40161	08/15/2024	HR/RISK MGT	PARKING DIST OPS	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	435.00
40161	08/15/2024	HR/RISK MGT	Parks	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	202,671.20
40161	08/15/2024	HR/RISK MGT	Parks Administratior	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	7,747.52
40161	08/15/2024	HR/RISK MGT	Planning	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	13,099.00
40161	08/15/2024	HR/RISK MGT	STREETS	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	322,538.28
40161	08/15/2024	HR/RISK MGT	Recreation	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	5,329.78
40161	08/15/2024	HR/RISK MGT	Sewer Mtnc/Operati	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	91,395.84
40161	08/15/2024	HR/RISK MGT	SOLID WASTE	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,154.23
40161	08/15/2024	HR/RISK MGT	Sports Programs	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	3,745.37
40161	08/15/2024	HR/RISK MGT	Sr Citizen Communit	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	3,376.09
40161	08/15/2024	HR/RISK MGT	Street Cleaning	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	11,280.71
40161	08/15/2024	HR/RISK MGT	Tire Clean Up	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	506.84
40161	08/15/2024	HR/RISK MGT	TRANS - FIXED	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	34,367.82
40161	08/15/2024	HR/RISK MGT	TRANS - DAR	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	4,566.77
40161	08/15/2024	HR/RISK MGT	UB - Garbage	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,462.98
40161	08/15/2024	HR/RISK MGT	UB - Sewer	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,462.98
40161	08/15/2024	HR/RISK MGT	UB - Water	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	4,926.26
40161	08/15/2024	HR/RISK MGT	WATER CONSERV	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,687.36
40161	08/15/2024	HR/RISK MGT	Water Mtnc/Operati	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	54,739.86
40161	08/15/2024	HR/RISK MGT	Water Quality Contr	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	4,904.03
40161	08/15/2024	HR/RISK MGT	WWTP	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	196,802.57
40161	08/15/2024	HR/RISK MGT	MEAS K - PD	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	23,792.49
40161	08/15/2024	HR/RISK MGT	City Manager	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	8,017.14
40161	08/15/2024	HR/RISK MGT	Fleet Acquisition	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	406.27
40161	08/15/2024	HR/RISK MGT	Purchasing	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,293.01
40161	08/15/2024	HR/RISK MGT	Special Events	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	1,050.67
40161	08/15/2024	HR/RISK MGT	PD Operations	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	475,797.70
40161	08/15/2024	HR/RISK MGT	Successor Agency Ac	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	1,347.41
40161	08/15/2024	HR/RISK MGT	Prop 64 Health & Pu	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	1,729.62
40161	08/15/2024	HR/RISK MGT	PD Tire Amnesty Gra	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	598.86
40161	08/15/2024	HR/RISK MGT	COPS Hiring Grant	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	6,657.72
40161	08/15/2024	HR/RISK MGT	PW Safe & Clean Init	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	3,530.46
40161	08/15/2024	HR/RISK MGT	MUSD Agreements	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	374.17
40161	08/15/2024	HR/RISK MGT	MCDPH Agreements	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	156.52
40161	08/15/2024	HR/RISK MGT	DAP Program Incom	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	423.69
40161	08/15/2024	HR/RISK MGT	Special Investigation	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	4,958.67
40161	08/15/2024	HR/RISK MGT	PD Opioid Settlemer	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,209.86
40161	08/15/2024	HR/RISK MGT	Schools Policing	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	5,875.44
40161	08/15/2024	HR/RISK MGT	PD Housing Authorit	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	2,209.86
40161	08/15/2024	HR/RISK MGT	Abandoned Vehicle A	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	1,117.92
40161	08/15/2024	HR/RISK MGT	Golf Operations	CSJVRMA	Q1 LIABILITY, PROPERTY DAMAGE, & WC	10,721.18
40162	08/19/2024	WATER MTNC/OP	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	375.65
40162	08/19/2024	WATER MTNC/OP	Central Admin	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	3,977.86
40162	08/19/2024	WATER MTNC/OP	Comm & Rec Center	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	6,813.38
40162	08/19/2024	WATER MTNC/OP	Engineering	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	2,960.08
40162	08/19/2024	WATER MTNC/OP	Finance	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	237.47
40162	08/19/2024	WATER MTNC/OP	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	568.33
40162	08/19/2024	WATER MTNC/OP	Parks	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	250.00
40162	08/19/2024	WATER MTNC/OP	Sewer Mtnc/Operati	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	733.72
40162	08/19/2024	WATER MTNC/OP	SOLID WASTE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	733.72
40162	08/19/2024	WATER MTNC/OP	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	948.94
40162	08/19/2024	WATER MTNC/OP	TRANS - DAR	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	948.94
40162	08/19/2024	WATER MTNC/OP	UB - Garbage	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	237.46
40162	08/19/2024	WATER MTNC/OP	UB - Sewer	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	237.47
40162	08/19/2024	WATER MTNC/OP	UB - Water	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	474.92
40162	08/19/2024	WATER MTNC/OP	Water Quality Contr	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	237.43
40162	08/19/2024	WATER MTNC/OP	WWTP	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	1,057.84
40162	08/19/2024	WATER MTNC/OP	MEAS K - PD	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	636.68
40162	08/19/2024	WATER MTNC/OP	PD Operations	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 07/24	4,618.22
40162	08/19/2024	COMM & REC CEN	Comm & Rec Center	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES - GYM WALL	977.50
40163	08/19/2024	PD OPERATIONS	MEAS K - PD	HARRY D. WILSON INC.	SUPPLIES FOR OFFICER MANRIQUEZ	15.09
40164	08/19/2024	PARKS ADMINISTI	Parks	CORNERSTONE ENVIRONMENTAL CONTRACTOI	Water Pump at Sunrise Rotary Sports Complex	26,723.38
40165	08/19/2024	PD OPERATIONS	PD Operations	RAUL R. HERRERA JR.	07/24 POLYGRAPHS	1,750.00
40166	08/19/2024	RECREATION	Sports Programs	J & D MANUFACTURING	TINY TIKES SOCCER SHIRTS	372.92
40166	08/19/2024	RECREATION	Sports Programs	J & D MANUFACTURING	FLAG FOOTBALL JERSEYS	1,039.20
40167	08/19/2024	PD OPERATIONS	PD Operations	LEATHAM FAMILY, LLC	5 MPD UNIFORM BADGES	731.57
40168	08/19/2024	PD OPERATIONS	PD Operations	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	113.66

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40169	08/19/2024	FIRE	Fire	LUIS F FREITAS	HAND LETTER/STRIPE DOOR/REAR QTR B51	405.00
40170	08/19/2024	PD OPERATIONS	PD Operations	TIM J LAW	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	1,600.00
40171	08/19/2024	UB - WATER	UB - Garbage	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A-MAIS SOFTWARE SUPPORT	312.50
40171	08/19/2024	UB - WATER	UB - Sewer	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A-MAIS SOFTWARE SUPPORT	312.50
40171	08/19/2024	UB - WATER	UB - Water	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A-MAIS SOFTWARE SUPPORT	625.00
40172	08/19/2024	FIRE	MEAS K - FIRE	ALLSTAR FIRE EQUIPMENT	MISC FIRE EQUIPMENT	2,000.78
40173	08/19/2024	PD OPERATIONS	PD Operations	HERNANDEZ, RUBEN	PER DIEM - DRE CERTIFICATION TRAINING	277.50
40174	08/19/2024	PD OPERATIONS	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	404.00
40175	08/19/2024	FINANCE	Finance	MV CHENG & ASSOCIATES, INC.	07/24 CONSULTING SVS FOR INTERIM FINANCE DIRI	4,250.00
40176	08/19/2024	TIRE CLEAN UP	Tire Clean Up	AMERICAN TIRE RECYCLING, INC	TIRE RECYCLE TRAILER RENTAL	990.00
40177	08/19/2024	ENGINEERING	Water Mtnc/Operati	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES APRIL - JUNE 2024	488.75
40178	08/19/2024	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	07/24 GROUP #1 LANDSCAPE DOWNTOWN MAINTE	509.60
40178	08/19/2024	PARKS	Parks	ELITE MAINTENANCE AND TREE SERVICE	07/24 GROUP #2 LANDSCAPE NON-MEDIAN MAINTI	5,678.40
40178	08/19/2024	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	07/24 GROUP #3 LANDSCAPE MEDIAN MAINTENAN	12,560.80
40179	08/19/2024	TRANSPORTATION	TRANS - FIXED	ALPHA EMPIRE AUTO GROUP, INC.	BUS #49 FUEL PUMP	233.06
40179	08/19/2024	TRANSPORTATION	TRANS - FIXED	ALPHA EMPIRE AUTO GROUP, INC.	BUS #50 FUEL PUMP	233.06
40179	08/19/2024	TRANSPORTATION	TRANS - FIXED	ALPHA EMPIRE AUTO GROUP, INC.	BUS #51 FUEL PUMP	233.06
40180	08/19/2024	PD OPERATIONS	PD Operations	LAW DOG K9	BOARD AND CARE - K9 GOOSE	280.00
40181	08/19/2024	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	223.88
40182	08/19/2024	PD OPERATIONS	PD Operations	VIDEGAIN, ALICIA	PER DIEM - 2024 CHIEFS EXECUTIME WORKSHOP	277.50
40183	08/19/2024	FACILITIES	Comm & Rec Center	MESA ENERGY SYSTEMS, INC	HVAC STAT PROBLEM	467.50
40183	08/19/2024	FACILITIES	Facilities Maintenan	MESA ENERGY SYSTEMS, INC	HVAC REPAIR - JOHN WELLS YOUTH CENTER	2,799.63
40183	08/19/2024	FACILITIES	Facilities Maintenan	MESA ENERGY SYSTEMS, INC	HVAC REPAIRS - 3 UNITS	1,832.64
40183	08/19/2024	FACILITIES	Facilities Maintenan	MESA ENERGY SYSTEMS, INC	HVAC REPAIRS - STAT ISSUES	1,741.25
40183	08/19/2024	FACILITIES	Facilities Maintenan	MESA ENERGY SYSTEMS, INC	HVAC BLOWER REPAIR	515.00
40183	08/19/2024	COMM & REC CEN	Comm & Rec Center	MESA ENERGY SYSTEMS, INC	AC CONTROL ISSUES REPAIR T-STAT	565.00
40184	08/19/2024	PURCHASING	Engineering	PLANETBIDS, INC.	FY24/25 PLANET BIDS RENEWAL - PURCHASING/ENG	3,086.21
40184	08/19/2024	PURCHASING	Purchasing	PLANETBIDS, INC.	FY24/25 PLANET BIDS RENEWAL - PURCHASING/ENG	3,086.21
40185	08/19/2024	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	125.10
40185	08/19/2024	FINANCE	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	859.84
40185	08/19/2024	FINANCE	Comm & Rec Center	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	535.52
40185	08/19/2024	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	14.00
40185	08/19/2024	FINANCE	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	99.44
40185	08/19/2024	FINANCE	Facilities Maintenan	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	136.52
40185	08/19/2024	FINANCE	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	45.48
40185	08/19/2024	FINANCE	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	670.36
40185	08/19/2024	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	732.22
40185	08/19/2024	FINANCE	Sewer Mtnc/Operati	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	286.12
40185	08/19/2024	FINANCE	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	69.52
40185	08/19/2024	FINANCE	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	476.03
40185	08/19/2024	FINANCE	Water Mtnc/Operati	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	674.42
40185	08/19/2024	FINANCE	Water Quality Contr	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	175.52
40185	08/19/2024	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	746.96
40185	08/19/2024	FINANCE	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 07/24	136.24
40186	08/19/2024	PD OPERATIONS	PD Operations	BLAKE SHORT	PER DIEM - INTERNAL AFFAIRS SCHOOL	258.75
40187	08/19/2024	PARKS ADMINISTR	Parks	MD PROFESSIONAL PAINTING, INC.	Lions Town & Country Park Amphitheater Painting	813.28
40187	08/19/2024	PARKS ADMINISTR	Special Events	MD PROFESSIONAL PAINTING, INC.	Lions Town & Country Park Amphitheater Painting	8,541.72
40188	08/19/2024	FIRE	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24 - FIRE STATION #58	39.00
40188	08/19/2024	FIRE	Fire	EAGLESHIELD PEST CONTROL	EXTRA PEST CONTROL SERVICES - FIRE STATION #58	250.00
40188	08/19/2024	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	39.00
40188	08/19/2024	PW ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	39.00
40188	08/19/2024	PW ADMIN	Comm & Rec Center	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	351.00
40188	08/19/2024	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	78.00
40188	08/19/2024	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	78.00
40188	08/19/2024	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	78.00
40188	08/19/2024	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	39.00
40188	08/19/2024	PW ADMIN	Sewer Mtnc/Operati	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	19.50
40188	08/19/2024	PW ADMIN	Water Mtnc/Operati	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	19.50
40188	08/19/2024	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	39.00
40188	08/19/2024	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/24	39.00
40189	08/19/2024	PARKS ADMINISTR	CDBG Public Improve	DL BATTY, INC.	CDBG FBSC KITCHEN IMPROVEMENTS	25,865.78
40190	08/19/2024	FLEET MAINTENA	Fleet Maintenance	NICK MATULA	TOOL ALLOWANCE REIMBURSEMENT	300.00
40191	08/19/2024	STREETS	STREETS	INTERNATIONAL COATINGS COMPANY, INC.	BLACK PAINT	5,374.57
40192	08/19/2024	PARKS	Parks	FENCE FACTORY RENTALS	TEMPORARY FENCE RENTAL - JWYC PLAYGROUN	120.00
40193	08/19/2024	PD OPERATIONS	PD Operations	LEADSONLINE PARENT, LLC	CELLHAWK SUBSCRIPTION RENEWAL	3,239.00
40194	08/19/2024	SEWER MTNC/OP	Sewer Mtnc/Operati	GREEN PRO SOLUTIONS	GREASE CONTROL BLOCKS	2,646.70
40195	08/19/2024	SEWER MTNC/OP	Sewer Mtnc/Operati	VEGA, ALBERTO	DOT COMMERCIAL CERTIFICATION FEE	58.00
40196	08/19/2024	WATER QUALITY (	Water Quality Contr	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	540.00
40196	08/19/2024	WATER QUALITY (	Water Quality Contr	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	2,368.00
40197	08/19/2024	STREETS	STREETS	A & E INDUSTRIAL CLEANING EQUIPMENT	MITM GASOLINE COMPRESSOR GENERATOR & SUPI	3,511.96
40198	08/19/2024	FINANCE	Central Admin	AT&T	07/24 CALNET 3 SERVICE 9391026406	28.38
40198	08/19/2024	FINANCE	Finance	AT&T	07/24 CALNET 3 SERVICE 9391026406	28.38
40198	08/19/2024	FINANCE	HR/RISK MGT	AT&T	07/24 CALNET 3 SERVICE 9391026400	29.93
40198	08/19/2024	FINANCE	Parks	AT&T	07/24 CALNET 3 SERVICE 9391026412	161.93
40198	08/19/2024	FINANCE	Parks Administration	AT&T	07/24 CALNET 3 SERVICE 9391031580	283.74
40198	08/19/2024	FINANCE	Sewer Mtnc/Operati	AT&T	07/24 CALNET 3 SERVICE 9391031570	192.30
40198	08/19/2024	FINANCE	Sewer Mtnc/Operati	AT&T	07/24 CALNET 3 SERVICE 9391026410	58.31
40198	08/19/2024	FINANCE	Sr Citizen Communit	AT&T	07/24 CALNET 3 SERVICE 9391026415	66.14
40198	08/19/2024	FINANCE	WWTP	AT&T	07/24 CALNET 3 SERVICE 9391026417	38.11

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40198	08/19/2024	FINANCE	WWTP	AT&T	07/24 CALNET 3 SERVICE 9391026405	29.93
40198	08/19/2024	FINANCE	PD Operations	AT&T	07/24 CALNET 3 SERVICE 9391026414	368.96
40198	08/19/2024	FINANCE	PD Operations	AT&T	07/24 CALNET 3 SERVICE 9391026409	30.34
40198	08/19/2024	FINANCE	PD Operations	AT&T	07/24 CALNET 3 SERVICE 9391020514	155.55
40198	08/19/2024	PD OPERATIONS	PD Operations	AT&T	07/24 CALNET 3 SERVICE 9391064552	286.21
40199	08/19/2024	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	07/24 PLOTTER LEASE - ENGINEERING	139.00
40199	08/19/2024	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	08/24 PLOTTER LEASE - ENGINEERING	139.00
40200	08/19/2024	PD OPERATIONS	PD Operations	ARNOLD, JOSIAH	PER DIEM - 2024 CHIEFS EXECUTIME WORKSHOP	277.50
40201	08/19/2024	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	1,157.68
40202	08/19/2024	SEWER MTNC/OP	Sewer Mtnc/Operati	BOTWRIGHT JR., JOHN D.	PER DIEM - PUBLIC WORKS EXPO	289.00
40203	08/19/2024	PD OPERATIONS	PD Operations	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	900.00
40204	08/19/2024	PD OPERATIONS	PD Operations	CALIFORNIA POLICE CHIEFS ASSOC	2024/2025 CPCA DUES	1,945.00
40204	08/19/2024	PD OPERATIONS	PD Operations	CALIFORNIA POLICE CHIEFS ASSOC	2024/2025 CPCA ASSOCIATES MEMBERSHIP DUES	155.00
40205	08/19/2024	UB - WATER	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	73.62
40205	08/19/2024	UB - WATER	Building	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	90.74
40205	08/19/2024	UB - WATER	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	41.95
40205	08/19/2024	UB - WATER	Engineering	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	270.63
40205	08/19/2024	UB - WATER	Finance	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	414.60
40205	08/19/2024	UB - WATER	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	74.43
40205	08/19/2024	UB - WATER	Parks Administratior	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	167.79
40205	08/19/2024	UB - WATER	Planning	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	81.19
40205	08/19/2024	UB - WATER	Sewer Mtnc/Operati	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	41.14
40205	08/19/2024	UB - WATER	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	41.14
40205	08/19/2024	UB - WATER	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	41.95
40205	08/19/2024	UB - WATER	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	41.95
40205	08/19/2024	UB - WATER	Water Mtnc/Operati	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	41.14
40205	08/19/2024	UB - WATER	Water Quality Contr	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	113.66
40205	08/19/2024	UB - WATER	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	189.19
40205	08/19/2024	UB - WATER	PD Operations	CANON FINANCIAL SERVICES	COPIER LEASE 07/24	235.93
40205	08/19/2024	PD OPERATIONS	PD Operations	CANON FINANCIAL SERVICES	MPD COPIER LEASE 07/24	200.26
40206	08/19/2024	WATER MTNC/OP	Water Mtnc/Operati	CERTIFIED LABORATORIES	HYDRANT LUBRICANT	324.70
40207	08/19/2024	CITY ADMIN	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - 2024 CHIEFS EXECUTIME WORKSHOP	277.50
40208	08/19/2024	PD OPERATIONS	PD Operations	COMCAST	07/24 SVS 8155500320092096	197.03
40209	08/19/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORI	PRE-EMPLOYMENT SERVICES	822.00
40210	08/19/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALAARM MONITORING - TRANSIT CENTER	80.00
40210	08/19/2024	COMM & REC CEI	Comm & Rec Center	DIAMOND COMMUNICATIONS	OPEN/CLOSE MONTHLY REPORT - FBSC	36.00
40210	08/19/2024	COMM & REC CEI	Comm & Rec Center	DIAMOND COMMUNICATIONS	OPEN/CLOSE MONTHLY REPORT - PAN AM	135.00
40210	08/19/2024	COMM & REC CEI	Comm & Rec Center	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - YOUTH CENTER	135.00
40210	08/19/2024	COMM & REC CEI	Comm & Rec Center	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PAN AM	471.00
40210	08/19/2024	COMM & REC CEI	Comm & Rec Center	DIAMOND COMMUNICATIONS	ELEVATOR STATE INSPECTION - YOUTH CENTER	809.50
40211	08/19/2024	COMM & REC CEI	Comm & Rec Center	ENVIRO CLEAN	CLEANING SUPPLIES	176.45
40212	08/19/2024	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	3,712.00
40213	08/19/2024	PD OPERATIONS	PD Operations	GONZALEZ, FELIX	PER DIEM - 2024 CHIEFS EXECUTIME WORKSHOP	277.50
40214	08/19/2024	FINANCE	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	07/24 POWER SWEEPING	402.50
40214	08/19/2024	FINANCE	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	07/24 POWER SWEEPING	402.50
40215	08/19/2024	RECREATION	Aquatics Programs	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	2,004.19
40216	08/19/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/24 UTILITY SERVICE 3040421	50.09
40216	08/19/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/24 UTILITY SERVICE 3040431	85.04
40216	08/19/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/24 UTILITY SERVICE 3040441	321.01
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	TIMER REBATE - 9187402	54.99
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	2 TOILETS REBATE - 9905118	200.00
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9907614	200.00
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH & DELIVERY REBATE - 9186175	155.00
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	HOSE FAUCET TIMER REBATE - 9186175	34.09
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9892542	200.00
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 4612006	200.00
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9911515	200.00
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE - 9187402	132.50
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRRIGATION CONTROLLER REBATE - 992279	100.30
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9924046	200.00
40216	08/19/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 4576383	100.00
40217	08/19/2024	UB - WATER	SOLID WASTE	CITY OF MADERA	MISAPPLIED PAYMENT - APPLY TO BL 22440	46.00
40217	08/19/2024	UB - WATER	Water Utility	CITY OF MADERA	MISAPPLIED PAYMENT - APPLY TO BL 22440	28.05
40217	08/19/2024	UB - WATER	Sewer Fund	CITY OF MADERA	MISAPPLIED PAYMENT - APPLY TO BL 22440	51.75
40217	08/19/2024	UB - WATER	Drainage Sys Operati	CITY OF MADERA	MISAPPLIED PAYMENT - APPLY TO BL 22440	2.20
40218	08/19/2024	AIRPORT OPERATI	AIRPORT OPS	MADERA TRIBUNE	RFQ 202425-09 AIRPORT ADVERTISEMENT	201.50
40218	08/19/2024	CITY CLERK'S OFFI	City Clerk's Office	MADERA TRIBUNE	ORDINANCE 1011 C.S. SUMMARY AD	370.50
40218	08/19/2024	FINANCE	Finance	MADERA TRIBUNE	BANKING SERVICES RFP ADVERTISEMENT	188.50
40218	08/19/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB AD - ACCOUNTANT I & II	182.40
40219	08/19/2024	RECREATION	Aquatics Programs	MAMMOTH OXYGEN	Co2 FOR POOL	687.38
40220	08/19/2024	ENGINEERING	LTF - Streets	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS 6 LOCATIONS	3,750.00
40221	08/19/2024	ENGINEERING	LTF - Streets	NICHOLS CONSULTING ENGINEERS, CHTD.	ENGINEERING CONSULTING SERVICES	13,450.00
40222	08/19/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/24 SERVICE 8126770647-1	106.73
40222	08/19/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/24 SERVICE 3819620697-3	115.11
40222	08/19/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	8.65
40222	08/19/2024	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	50.76
40222	08/19/2024	FINANCE	Comm & Rec Center	PACIFIC GAS & ELECTRIC	07/24 SERVICE 8307681856-2	875.60
40222	08/19/2024	FINANCE	Comm & Rec Center	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	4,277.98
40222	08/19/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	357.87

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40222	08/19/2024	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	07/24 SERVICE 2000655655-7	3,517.45
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 1013877191-9	56.65
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 7928098441-4	47.19
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 3499945233-6	123.58
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 3352588453-3	161.85
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 5237156686-1	43.96
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	8,316.71
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 1619119913-8	106.35
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 6690755760-8	120.14
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 8178280304-3	222.23
40222	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 7949615676-5	20.26
40222	08/19/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	07/24 SERVICE 2173157566-4	3,974.21
40222	08/19/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	91.10
40222	08/19/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	79.42
40222	08/19/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	155.29
40222	08/19/2024	FINANCE	Recreation	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	36.28
40222	08/19/2024	FINANCE	Sewer Mtnc/Operati	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	26.56
40222	08/19/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	8.89
40222	08/19/2024	FINANCE	Sr Citizen Communit	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	8.39
40222	08/19/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9109225160-1	488.07
40222	08/19/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9651992016-7	189.86
40222	08/19/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	07/24 SERVICE 3642526071-2	65.98
40222	08/19/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9172110863-6	32,780.87
40222	08/19/2024	FINANCE	Water Mtnc/Operati	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	50,187.75
40222	08/19/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	07/24 SERVICE 1902328695-8	25.46
40222	08/19/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	77.31
40222	08/19/2024	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	9.52
40222	08/19/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	19.06
40222	08/19/2024	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	07/24 SERVICE 9920095153-3	8,406.67
40223	08/19/2024	FINANCE	Facilities Maintenan	PACIFIC GAS & ELECTRIC	07/24 SERVICE 4318089701-9	19.68
40224	08/19/2024	PD OPERATIONS	PD Operations	PECK'S PRINTERY	EMERGENCY PROTECTIVE ORDER- CLETS EPO-001	691.72
40225	08/19/2024	ENGINEERING	RSTP - FED EX	PETERS ENGINEERING GROUP	ON-CALL TRAFFIC SIGNAL DESIGN SERVICES TS-0003	6,414.75
40226	08/19/2024	PARKS	Parks	SERGIO'S WELDING	LTC FIELD 2 STAIRCASE RAIL	9,273.60
40227	08/19/2024	ENGINEERING	Engineering	SPARKLETTS	ENGINEERING WATER	106.58
40227	08/19/2024	WWTP	WWTP	SPARKLETTS	DRINKING & LAB WATER	163.53
40228	08/19/2024	FLEET MAINTENAI	Fleet Maintenance	SNAP-ON-TOOLS	VEHICLE DIAGNOTIC	797.90
40229	08/19/2024	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	37,641.12
40230	08/19/2024	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	07/24 PEST CONTROL SERVICS - TRANSIT CENTER	150.00
40231	08/19/2024	COMM & REC CEN	Comm & Rec Center	TK ELEVATOR CORPORATION	07/24 YOUTH CENTER ELEVATOR MAINTENANCE	315.17
40231	08/19/2024	COMM & REC CEN	Comm & Rec Center	TK ELEVATOR CORPORATION	08/24 YOUTH CENTER ELEVATOR MAINTENANCE	315.17
40232	08/19/2024	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	07/24 LAWN SERVICES	500.00
40233	08/19/2024	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	24-225 PARCEL MAP REVIEW	135.00
40233	08/19/2024	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	7-11 PLAN REVIEW	922.50
40233	08/19/2024	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	KING HUSSEIN SCHOOL DEVELOPMENT PLAN REVIEV	236.25
40234	08/19/2024	PW ADMIN	AIRPORT OPS	OTP - FINANCE	PER DIEM - ACA CONFERENCE 2024	240.00
40235	08/19/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - DRE CERTIFICATION TRAINING	277.50
40236	08/19/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - DRE CERTIFICATION TRAINING	277.50
40237	08/19/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	REIMBURSEMENT - CAR RENTAL	301.92
40238	08/19/2024	WATER MTNC/OP	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 24-01) #9910100	3,000.00
40239	08/19/2024	WATER MTNC/OP	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 23-56) #9910801	1,911.80
40240	08/19/2024	WATER MTNC/OP	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 22-29) #9900068	1,728.00
40241	08/19/2024	BUILDING	Building	BLDING/PLAN REFNDS	REIMBURSE IMPACT FEES PERMIT #20241231	10,576.50
40242	08/19/2024	BUILDING	Building	BLDING/PLAN REFNDS	VOIDED PERMIT #20240611-6417-149-6905 REIMB	493.64
40243	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40244	08/19/2024	RECREATION	Comm & Rec Center	OTP- PARKS REFUNDS	CANCELLED PAN AM EVENT REIMBURSE FEES	985.00
40244	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLED PAN AM EVENT REIMBURSE FEES	500.00
40244	08/19/2024	RECREATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLED PAN AM EVENT REIMBURSE FEES	50.00
40245	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	50.00
40246	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM	100.00
40247	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40248	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC	50.00
40249	08/19/2024	RECREATION	Comm & Rec Center	OTP- PARKS REFUNDS	REIMBURSE CANCELLED EVENT - PAN AM GYM	1,150.00
40249	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	REIMBURSE CANCELLED EVENT - PAN AM GYM	200.00
40250	08/19/2024	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	80.00
40250	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40251	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM GYM	500.00
40252	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40253	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40254	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND -	100.00
40255	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM GYM	500.00
40256	08/19/2024	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	REIMBURSE CANCELLED SWIM LESSON #1894	85.00
40257	08/19/2024	RECREATION	Parks Administration	OTP- PARKS REFUNDS	REIMBURSEMENT - ADULT SOFTBALL CANCELLATIOI	2.50
40257	08/19/2024	RECREATION	Sports Programs	OTP- PARKS REFUNDS	REIMBURSEMENT - ADULT SOFTBALL CANCELLATIOI	347.50
40258	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC FIELD 7 & 8	50.00
40259	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	150.00
40260	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40261	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	100.00
40262	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	50.00
40263	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40264	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	50.00
40265	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40266	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40267	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40268	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40269	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	REIMBURSE CANCELLED EVENT - LTC PAVILION	50.00
40269	08/19/2024	RECREATION	Parks	OTP- PARKS REFUNDS	REIMBURSE CANCELLED EVENT - LTC PAVILION	115.00
40270	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40271	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40272	08/19/2024	RECREATION	Parks	OTP- PARKS REFUNDS	REIMBURSEMENT FOR LIGHTS - LTC	40.00
40273	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC FIELD 7	50.00
40274	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40275	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40276	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40277	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40278	08/19/2024	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLED SWIM LESSON #1882 REIMBURSEMENT	85.00
40279	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC AMPHITHEATER	100.00
40280	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC	50.00
40281	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40282	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40283	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - FRANK BERGON	100.00
40284	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40285	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	100.00
40286	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - MSR	50.00
40287	08/19/2024	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	80.00
40287	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40288	08/19/2024	RECREATION	Parks	OTP- PARKS REFUNDS	RELEASE OF FIELD USE REFUND - MSR	74.37
40289	08/19/2024	RECREATION	Parks	OTP- PARKS REFUNDS	REIMBURSE NON USE FIELD #6 - MSR	26.56
40290	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40291	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM	100.00
40292	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC	50.00
40293	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40294	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM GYM	200.00
40295	08/19/2024	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	80.00
40295	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40296	08/19/2024	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	REIMBURSE SWIM LESSON #1891 CANCELLED	170.00
40297	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	50.00
40298	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40299	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40300	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40301	08/19/2024	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CENTENNIAL POOL DEPOSIT REFUND	100.00
40302	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7752131	53.56
40303	08/19/2024	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERM REFUND 9925115	282.37
40304	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921985	186.48
40305	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9892847	31.63
40306	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926482	138.47
40307	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921803	123.64
40308	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923503	87.33
40309	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908592	296.57
40310	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7830005	126.46
40311	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9916334	210.93
40312	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9911932	262.32
40313	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9913525	141.60
40314	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9907886	53.91
40315	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917836	116.78
40316	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921280	209.46
40317	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9907612	104.55
40318	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9911622	73.37
40319	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9909603	72.18
40320	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925760	531.27
40321	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 8111009	302.02
40322	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9910621	114.03
40323	08/19/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925915	351.44
525	08/19/2024	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	3,835.24
525	08/19/2024	FINANCE	Aquatics Programs	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	500.57
525	08/19/2024	FINANCE	Building	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	3,264.79
525	08/19/2024	FINANCE	CDBG Public Improve	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	10,432.83
525	08/19/2024	FINANCE	CDBG Public Service	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	7,427.69
525	08/19/2024	FINANCE	Central Admin	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	161.35
525	08/19/2024	FINANCE	City Clerk's Office	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	65.46
525	08/19/2024	FINANCE	City Council	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	390.16
525	08/19/2024	FINANCE	Code Enforcement	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,173.80
525	08/19/2024	FINANCE	Comm & Rec Center	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,816.01
525	08/19/2024	FINANCE	Community Promo	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	4,472.20
525	08/19/2024	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,161.41
525	08/19/2024	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,017.51
525	08/19/2024	FINANCE	Engineering	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	359.60
525	08/19/2024	FINANCE	Facilities Maintenan	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	9,667.85
525	08/19/2024	FINANCE	Finance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,559.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
525	08/19/2024	FINANCE	Fire	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	10,182.00
525	08/19/2024	FINANCE	Fleet Maintenance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	14,372.48
525	08/19/2024	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	10,234.79
525	08/19/2024	FINANCE	General Trust Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	433.44
525	08/19/2024	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	47.50
525	08/19/2024	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	5,307.40
525	08/19/2024	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,516.04
525	08/19/2024	FINANCE	INTERMODAL BLDG	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	633.10
525	08/19/2024	FINANCE	LMD Services	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	509.08
525	08/19/2024	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	4,914.49
525	08/19/2024	FINANCE	Parks	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	9,777.48
525	08/19/2024	FINANCE	Parks Administratior	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	525.66
525	08/19/2024	FINANCE	Planning	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	5,309.96
525	08/19/2024	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	8,117.59
525	08/19/2024	FINANCE	Recreation	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,547.64
525	08/19/2024	FINANCE	Sewer Mtnc/Operati	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,900.12
525	08/19/2024	FINANCE	Sports Programs	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	2,142.75
525	08/19/2024	FINANCE	Sr Citizen Communit	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	591.66
525	08/19/2024	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,706.00
525	08/19/2024	FINANCE	Tire Clean Up	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	3,599.85
525	08/19/2024	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	9,266.88
525	08/19/2024	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,099.67
525	08/19/2024	FINANCE	Water Mtnc/Operati	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	6,939.07
525	08/19/2024	FINANCE	Water Quality Contr	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	5,704.40
525	08/19/2024	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	15,546.61
525	08/19/2024	FINANCE	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	6,001.01
525	08/19/2024	FINANCE	City Manager	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	650.00
525	08/19/2024	FINANCE	Prop 1B PTMISEA	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	129.58
525	08/19/2024	FINANCE	Purchasing	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	140.00
525	08/19/2024	FINANCE	Special Events	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	56.98
525	08/19/2024	FINANCE	PD Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	12,683.37
525	08/19/2024	FINANCE	MUSD After School F	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	10,110.54
525	08/19/2024	FINANCE	CCLP Grant	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	1,526.97
525	08/19/2024	FINANCE	CalTrans Grant	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	432.91
525	08/19/2024	FINANCE	Health and Wellness	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 03/24	382.25
526	08/20/2024	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	2,395.05
526	08/20/2024	FINANCE	Building	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	566.13
526	08/20/2024	FINANCE	CDBG Public Improve	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	1,254.34
526	08/20/2024	FINANCE	CDBG Public Services	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	10,333.11
526	08/20/2024	FINANCE	Central Admin	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	447.50
526	08/20/2024	FINANCE	City Clerk's Office	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	139.97
526	08/20/2024	FINANCE	City Council	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	(434.37)
526	08/20/2024	FINANCE	Code Enforcement	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	607.23
526	08/20/2024	FINANCE	Comm & Rec Center	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	3,259.96
526	08/20/2024	FINANCE	Community Promo	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	417.90
526	08/20/2024	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	952.58
526	08/20/2024	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	5,546.57
526	08/20/2024	FINANCE	Engineering	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	1,839.43
526	08/20/2024	FINANCE	Facilities Maintenan	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	1,993.13
526	08/20/2024	FINANCE	Finance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	68.32
526	08/20/2024	FINANCE	Fire	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	5,450.08
526	08/20/2024	FINANCE	Fleet Maintenance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	5,755.63
526	08/20/2024	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	11,164.15
526	08/20/2024	FINANCE	General Trust Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	80.97
526	08/20/2024	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	317.06
526	08/20/2024	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	6,586.15
526	08/20/2024	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	865.00
526	08/20/2024	FINANCE	LMD Services	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	4,167.29
526	08/20/2024	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	9,964.66
526	08/20/2024	FINANCE	Parks	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	16,998.15
526	08/20/2024	FINANCE	Parks Administratior	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	134.53
526	08/20/2024	FINANCE	Planning	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	482.47
526	08/20/2024	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	8,546.54
526	08/20/2024	FINANCE	Recreation	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	368.88
526	08/20/2024	FINANCE	Sewer Mtnc/Operati	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	1,376.88
526	08/20/2024	FINANCE	Sports Programs	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	364.11
526	08/20/2024	FINANCE	Sr Citizen Communit	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	180.72
526	08/20/2024	FINANCE	Street Cleaning	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	427.22
526	08/20/2024	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	705.84
526	08/20/2024	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	3,672.42
526	08/20/2024	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	3,901.39
526	08/20/2024	FINANCE	Water Capital Outlay	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	1,129.22
526	08/20/2024	FINANCE	Water Mtnc/Operati	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	9,210.82
526	08/20/2024	FINANCE	Water Quality Contr	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	4,244.28
526	08/20/2024	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	5,855.63
526	08/20/2024	FINANCE	Prop 1B PTMISEA	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	10.76
526	08/20/2024	FINANCE	Purchasing	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	541.07
526	08/20/2024	FINANCE	Special Events	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	206.80
526	08/20/2024	FINANCE	PD Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	13,127.52

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
526	08/20/2024	FINANCE	MUSD After School F	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	4,689.69
526	08/20/2024	FINANCE	PD Community Outr	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 01/24	936.57
			BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL			**$ 4,138,821.05**

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-3

SUBJECT:

Letter of Support for Madera Community College Agave Distillery Program

RECOMMENDATION:

Adopt a Minute Order authorizing the Mayor to sign a Letter of Support for Madera Community College Agave Distillery Program (Program)

SUMMARY:

This staff report seeks the City Council's approval to formally endorse the Madera Community College Agave Distillery Program. The proposed letter of support highlights the Program's potential to contribute significantly to the region's economic growth and environmental sustainability by establishing Madera as a hub for agave cultivation and distillation.

DISCUSSION:

Madera Community College (MCC) is undertaking an innovative initiative to develop an Agave Distillery Program, aiming to establish the region as a leader in the cultivation and distillation of agave, a crop well-suited to the water-scarce conditions of Central California. This program is designed to not only cultivate agave plants but also to create a comprehensive process for producing agave-based products, including honey and distilled spirits. On August 22, 2024, Staff received a request from MCC to formally offer its endorsement for the Program by providing a Letter of Support.

Significance of Agave

Agave is a succulent plant native to arid regions, known for its resilience in environments with limited water availability. Its deep-root system allows it to tap into underground water sources, making it an ideal crop for regions facing water scarcity, such as Madera County. By integrating agave cultivation into the local agricultural landscape, MCC is addressing critical water

management challenges while also creating new economic opportunities. The Agave Distillery Program is expected to provide multiple benefits to the community:

1. *Economic Impact*: The Program promises to establish a new economic sector in Madera, positioning the city as a regional hub for agave cultivation and distillation. The introduction of culinary and tasting rooms, along with the incubation space, will foster local entrepreneurship, innovation, and job creation.

2. *Environmental Benefit*s: Agave's adaptability to water-scarce conditions aligns with the city's ongoing efforts to manage water resources responsibly and achieve sustainable groundwater levels. Promoting agave cultivation can serve as a model for other regions facing similar water challenges.

3. *Cultural and Educational Exchange*: The proposed exchange program with experts from Mexico will not only elevate the quality and variety of agave-based products but also enrich the local community by fostering educational and cultural exchanges.

The letter of support, once approved by the City Council, will serve as a formal endorsement of the Program, demonstrating the City of Madera's commitment to innovative agricultural practices and sustainable economic development.

FINANCIAL IMPACT:

There is no direct financial impact to the City that would result from endorsing the Agave Distillery Program at Madera Community College.

ALTERNATIVES:

Council may deny the request to sign the Letter of Support or request additional information.

ATTACHMENTS:

1. Letter of Support

September 4, 2024

Dr. Angel Reyna, President
Madera Community College
30277 Avenue 12
Madera, CA 93638

RE: Letter of Support – Madera Community College Agave Distillery Program, Madera, CA

Dear Dr. Reyna,

On behalf of the City of Madera, I am pleased to extend our enthusiastic support for the Madera Community College Agave Distillery Program (Program). This Program represents a significant and innovative step forward for Madera, one that promises substantial economic and environmental benefits.

Agave's adaptability to water-scarce conditions makes it an ideal crop for our region, especially as we confront the challenges of managing a critically overdrafted groundwater subbasin. The shift toward less water-intensive crops like agave aligns with our ongoing efforts to promote responsible water management, achieve sustainable groundwater levels, and enhance agricultural resilience.

Beyond its environmental benefits, the Program offers a unique opportunity to create a new economic sector in our region and establish Madera as a hub for agave cultivation and distillation. We are particularly excited about the inclusion of culinary and tasting rooms, which will provide a platform for showcasing the diverse products that can be derived from agave, including honey and distilled spirits. Furthermore, the planned incubation space for community members to distill agave will foster local entrepreneurship and innovation, and position Madera Community College as a leader in this emerging industry.

As part of this endeavor, Madera Community College intends to establish an exchange program with experts from Mexico, which will enhance local expertise in agave distillation and strengthen cultural and educational ties. This collaboration promises to elevate the quality and variety of agave-based products produced in our region.

The City of Madera is pleased to endorse this forward-thinking initiative, and we look forward to supporting the Madera Community College Agave Distillery Program as it grows and contributes to our community's economic and environmental vitality.

Sincerely,

Santos Garcia
Mayor
City of Madera

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-4

SUBJECT:

Adoption of Updated Conflict of Interest Code for the City of Madera

RECOMMENDATION:

Adopt a resolution adopting the Conflict of Interest Code for the City of Madera and rescinding Resolution No. 22-189

SUMMARY:

The City is required to review its Conflict of Interest Code biennially. The Conflict of Interest Code (Exhibit A to the resolution) identifies officials, employees, committees, commissions, and consultants who are required to file a Statement of Economic Interest Form 700 upon assuming office, annually thereafter, and upon leaving office. Designated individuals must recuse themselves when conflicts of interest occur.

DISCUSSION:

Pursuant to the Political Reform Act, the City is required to conduct a biennial review of its Conflict of Interest Code to determine if changes are necessary to the designated positions and the respective disclosure categories. The designated positions include those who make or participate in the making of governmental decisions that could affect their personal economic interests. The Conflict of Interest Code was last amended on November 16, 2022 by Resolution No. 22-189. Since then, there have been changes in City positions. While some positions were moved into existing departments, that detail is reflected in Exhibit A of the resolution but not reflected in the table. Table 1 reflects the positions added or removed.

Table 1: *Updated positions*		
Department	Add	Remove
Engineering	Construction Inspection Supervisor	Senior Engineer
		Part Time Special Transportation Projects Coordinator – Licensed
		Part Time Project Development Coordinator Unlicensed
		Part time Engineering Project Manager
Information Services	Director of Information Technology	Information Services Manager
	Computer Technician I	Tyler Munis Implementation Project Manager
	Computer Technician II	
Parks and Community Services	Administrative Analyst	Part Time Administrative Analyst
	Park Project Manager	
Police	Neighborhood Preservation Supervisor	

FINANCIAL IMPACT:

There is no financial impact, sans the preparation of this report considering that there are no costs to the City to file required documents with the Fair Political Practices Commission.

ALTERNATIVES:

The Council may choose to not adopt the Conflict of Interest, however if not approved the City would be out of compliance with the requirement of The Political Reform Act.

ATTACHMENTS:

1. Resolution
   Exhibit A: City of Madera Conflict of Interest Code
   Exhibit A-1: 2 California Code of Regulations Section 18730

RESOLUTION NO. 22-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MADERA AND RESCINDING RESOLUTION NO. 22-189

WHEREAS, the Political Reform Act ("Act") per Government Code Sections 87100, *et. seq*. requires every state and local government agency to adopt and promulgate a conflict of interest code and to conduct a biennial review of the conflict of interest code; and

WHEREAS, a local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials who should be filing Statements of Economic Interests (Form 700s); and

WHEREAS, a conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s; and

WHEREAS, a conflict of interest code provides transparency in local government as required by the Political Reform Act; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of the FPPC's standard conflict of interest code which may be incorporated by reference in an agency's code and which may be amended by the FPPC from time to time to conform to amendments in the Act; and

WHEREAS, the City Council has determined that it should update the Conflict of Interest Code for the City of Madera because of changed circumstance including new positions that must be designated in the Conflict of Interest Code and the deletion of others; and

WHEREAS, the City Council desires to repeal the City of Madera's Conflict of Interest Code and adopt a new Conflict of Interest Code incorporating new provisions of Government Code Section 87300 *et. seq*. and to account for the changed circumstances described above.

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

1. The above recitals are true and correct and incorporated by reference.
2. The Conflict of Interest Code of the City of Madera attached as Exhibit A is hereby adopted and made a part of this resolution. The Conflict of Interest Code expressly provides that the standard conflict of interest code under 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair

Political Practices Commission are incorporated by reference.

3. Resolution No. 22-189 and any other resolutions in conflict with this resolution are rescinded.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

CONFLICT OF INTEREST CODE OF THE CITY OF MADERA

A. Purpose and Intent.

The City Council hereby intends to implement Government Code Sections 87300 through 87313 pertaining to conflict of interest codes for local agencies.

B. Conflict of Interest Code.

The Political Reform Act (Government Code Sections 81000 *et.*seq.) requires state and local government agencies to adopt and promulgate a conflict of interest code. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest codes that may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments of the Political Reform Act.

This is the Conflict of Interest Code of the City of Madera. It consists of Sections A through G and of the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

C. Public Officials Designated by Statute (87200 Filers).

The positions listed below are public officials designated by statute and are required to file with the Fair Political Practices Commission (FPPC) a Statement of Economic Interests pursuant to Government Code Section 87200.

- Mayor
- City Council
- City Manager
- City Attorney
- City Treasurer
- Planning Commissioners

Notwithstanding this, for convenience the City of Madera is also listing these official in Appendix A for transparency and clarification.

D. Designated Positions and Disclosure Categories.

Persons holding positions listed as designated positions under this Section D shall file with the City Clerk a Statement of Economic Interests Form 700 upon assuming office, annually thereafter, and upon leaving office. Statement of Economic Interests Form 700 area public record and available for public inspection and reproduction. (Gov. Code Section 81008) The City Clerk is the Filing Officer. The designated positions are set forth in Appendix A. The Disclosure Categories are set forth in Appendix B.

E. Prior Conflicts of Interest Superseded.

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the City are hereby superseded and have no further force and effect.

F. Effective Date.

This Conflict of Interest Coded is deemed effective on _____.

G. Appendices.

The following appendices are attached hereto and incorporated by reference and deemed a part of this Conflict of Interest Code.

1. Appendix A: Designated Positions
2. Appendix B: Disclosure Categories
3. Appendix C: 2 California Code of Regulations Section 18730

It is noted Appendix C is the current version of the regulation as described in Section B above. As stated, the FPPC may from time to time amend Section 18730 and for that reason, the FPPC website should be reviewed by persons in designated positions.

APPENDIX A TO CONFLICT OF INTEREST CODE
DESIGNATED POSITIONS AND 87200 FILERS

87200 Filers	Disclosure Categories
Mayor	I, II, III
City Councilmembers	I, II, III
City Attorney	I, II, III
City Manager	I, II, III
City Treasurer	I, II, III
Planning Commissioners	I, II, III

Designated Positions	Disclosure Category
ADMINISTRATION	
Administrative Analyst	III
BUILDING	
Chief Building Official	I
Plans Examiner	III
CITY CLERK	
City Clerk	I
Deputy City Clerk	I
COMMUNITY DEVELOPMENT	
Director of Community Development	I
ENGINEERING	
City Engineer	I
Administrative Analyst	III
Assistant Engineer	II
Associate Civil Engineer	I
Deputy City Engineer	I
Engineering Project Manager	I
Engineering Technician III	I
Project Development Coordinator - Licensed	II
~~Senior Engineer~~	~~I~~
Senior Civil Engineer	I
Special Transportation Projects Director	I
~~Part Time Special Transportation Projects Coordinator - Licensed~~	~~II~~
Project Development Coordinator – Unlicensed	II

Construction Inspection Supervisor	I
~~Part Time Project Development Coordinator – Unlicensed~~	~~I~~
~~Part Time Engineering Project Manager~~	~~I~~
FINANCE	
Director of Financial Services	I
Administrative Analyst	III
~~Services~~ Financial Services Manager	I
Utility Billing Supervisor	II, III
Fleet Operations Manager	II
Procurement Services Manager	I
Grant Administrator	I
Program Manager – Grants	I
FIRE	
Fire Chief	I
Division Chief	I
Battalion Chief	I
~~FLEET~~	
~~Fleet Operations Manager~~	~~II~~
~~GRANTS~~	
~~Grant Administrator~~	~~I~~
~~Program Manager Grants~~	~~I~~
HUMAN RESOURCES	
Director of Human Resources	I
Administrative Analyst	III
INFORMATION SERVICES	
~~Information Services Manager~~ Director of Information Technology	I
Network Administrator	II
Computer Technician I	II
Computer Technician II	
~~Tyler Munis Implementation Project Manager~~	~~I~~

PARKS AND COMMUNITY SERVICES	
Director of Parks and Community Services	I
~~Part Time~~ Administrative Analyst	III
Park Project Manager	I
Parks Supervisor	II, III
Recreation and Community Programs Manager	I
Recreation and Community Programs Supervisor	I
PLANNING	
Assistant Planner	III
Associate Planner	III

Planning Manager	I
Senior Planner	I
POLICE	
Chief of Police	I
Police Auxiliary Services Supervisor	II, III
Police Commander	I
Police Lieutenant	II, III
Police Office Supervisor	II, III
Police Sergeant	III
Neighborhood Preservation Supervisor	III
PUBLIC WORKS	
Administrative Analyst	III
Electrical and Facilities Operations Manager	II, III
Public Works Operations Director	I
Streets and Storm Drainage Operations Manager	II, III
Streets and Storm Drainage Operations Supervisor	II, III
Wastewater Collection System Supervisor	II, III
Wastewater Treatment Plant Manager	II, III
Water and Sewer Operations Manager	II, III
Water System Supervisor	II, III
~~PURCHASING~~	
~~Procurement Services Manager~~	~~I~~
BOARDS AND COMMISSIONS	
Civil Service Commission	I
Madera Public Financing Authority Board	I
City Council as the Successor Agency to the Former Madera Redevelopment Agency	I
City Council as the Successor Housing Agency	I
CONSULTANTS	
Consultants	I

APPENDIX B TO CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES

I. All investments, business positions, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments; and all interests in real property located in the City of Madera including property located within a two-mile radius of the City of Madera or any property owned or used by the City of Madera.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (Category I) in the Conflict of Interest Code subject to the following limitation.

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator's or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

II. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, of the type which provide goods, services, supplies, materials, vehicles, machinery or equipment of the type utilized by the City of Madera.

III. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, which are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the City of Madera.

APPENDIX C

2 California Code of Regulations Section 18730

Amend 2 Cal. Code Regs., Section 18730 to read:

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in ~~his or her~~ the employee's statement of economic interests those economic interests ~~he or she~~ the employee has which are of the kind described in the disclosure categories to which ~~he or she~~ the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which ~~he or she~~ the employee foreseeably can affect materially through the conduct of ~~his or her~~ the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. [2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April

1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following ~~his or her~~ the person’s return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that ~~he or she~~ the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of ~~his or her~~ the person’s military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided ~~he or she~~ the person did not make or participate in the making of, or use ~~his or her~~ the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of ~~his or her~~ the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation ~~he or she~~ the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12

months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [3] is required to be reported, [4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which ~~he or she~~ the employee is a director, officer, partner, trustee, employee, or in which ~~he or she~~ the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on ~~his or her~~ the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $520 in a calendar

year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on ~~his or her~~ the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of ~~his or her~~ the election to office through the date that ~~he or she~~ the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of ~~his or her~~ the election to office through the date that ~~he or she~~ the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has

direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while ~~he or she~~ the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of ~~his or her~~ the officer's election to office through the date ~~he or she~~ the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use ~~his or her~~ the employee's official position to influence the making of any governmental decision which ~~he or she~~ the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of ~~his or her~~ the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent ~~his or her~~ the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is

needed to break a tie does not make ~~his or her~~ the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use ~~his or her~~ the official's ~~official~~ position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of ~~his or her~~ the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that ~~he or she~~ the employee should not make a governmental decision because ~~he or she~~ the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of ~~his or her~~ the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for ~~his or her~~ the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

_____

[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual,

spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes ~~his or her~~ the employee's community property interest in the income of ~~his or her~~ the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-5

SUBJECT:

Piggyback purchase agreements for Fleet Division-related purchases

RECOMMENDATION:

Adopt a Resolution approving State of California piggyback agreement with Folsom Lake Ford for the purchase of two replacement Police patrol vehicles for $113,605.98

SUMMARY:

Appropriations for numerous pieces of equipment were included in the Fiscal Year (FY) 2024/25 Adopted Budget for the Fleet Replacement Fund (Org Unit 3065-0000), which Council approved on August 21, 2024. Included in those appropriations were funding for two Police Department patrol vehicle replacements. These vehicles will take the place of vehicles that were put into service in 2018. Staff is proposing to purchase the vehicles from Folsom Lake Ford through a piggyback agreement with the State of California. Using a piggyback agreement for this purchase will save both time and cost that would otherwise be incurred should a stand-alone vehicle purchase RFP be issued. The two existing vehicles are expected to be taken out of service and disposed of through the City's surplus property process.

DISCUSSION:

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. 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 a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by

the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division purchases various commodities throughout the year for its daily operations, including vehicles, equipment, miscellaneous goods, and services. Because of the variety and quantity of procurements made by Fleet, the division is a natural fit to utilize the piggyback procurement process.

Staff recommends utilizing the State of California piggyback purchase agreement to acquire two patrol vehicles for the Police Department from Folsom Lake Ford. These vehicles are anticipated to be model year 2025 Ford Police Interceptor Utilities, replacing similar model year 2018 vehicles. Although the current vehicles may have relatively low mileage, they have undergone extensive use, often experiencing long idle times due to the need to power essential equipment, such as on-board computers, which places significant strain on the engines. Typically, Police Interceptors have a service life of approximately 6-7 years or 100,000 miles, making this replacement timely.

Since first responder vehicles are exempt from the new California Air Resources Board Advanced Clean Fleet Rule, these vehicles will be gasoline powered. Folsom Lake Ford is the designated dealer for the Ford Police Interceptors on State of California contract #1-22-23-14C (https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=1-22-23-14C). Delivery lead times for these vehicles can vary from 6 to 12 months from receipt of purchase order.

FINANCIAL IMPACT:

The purchases under the recommended cooperative purchase agreement will be made from the Fleet Acquisition Fund (Org 3065-0000). Adequate appropriations were included in the Fiscal Year 2024/25 Adopted Budget for these purchases. The total cost of the two vehicles is $113,605.98.

ALTERNATIVES:

As an alternative, Council may direct staff to prepare a Request for Proposals (RFP) to solicit quotes from vendors per item or issue an RFP per item. Either scenario, while feasible, would require staff resources with no certainty that the prices obtained through this alternative process would be better than those obtained through piggybacking.

ATTACHMENTS:

1. Resolution approving State of California piggyback purchase

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF CALIFORNIA PIGGYBACK AGREEMENT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF TWO POLICE PATROL VEHICLES IN THE AMOUNT OF $113,605.98

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, staff has conducted a due diligence and determined that a piggyback purchase through State of California best meets the City's interests.

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 finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.

3. The Council approves the State of California piggyback agreements for purchase of the two patrol vehicles for $113,605.98 from Folsom Lake Ford.

4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the State of California agreements and California law, and subject to approval as to legal form by the City Attorney.

5. This Resolution shall take effect immediately upon its adoption.

* * *

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-6

SUBJECT:

Amendment to the Forensic DUI Analysis Agreement between the California Department of Justice and the City

RECOMMENDATION:

Adopt a Resolution approving an Amendment to the Forensic DUI Analysis Agreement with the California Department of Justice

SUMMARY:

The California Department of Justice (DOJ) and the City entered into a Forensic DUI Analysis Agreement (Agreement) on September 25, 2008, for the DOJ to provide alcohol analysis of bodily fluid samples collected by the Police Department (Department). The DOJ is updating language contained in the Agreement due to an increase in drug-only driving under the influence (DUI) cases and to meet newly set standards outlined in the California Vehicle Code. If approved, the amendment will be effective upon approval by City Council (Council).

DISCUSSION:

The City and the DOJ currently have an Agreement in which the Department enlists the DOJ to analyze collected samples for cases such as DUI. Today, the Department does not have on-site sample testing capabilities and contracts with the DOJ to provide this crucial step in the investigatory process. Typically, these tests are performed to identify the amount of alcohol contained in an individual's system. With the legalization of recreational cannabis, California has experienced an increase in illegal drug-only driving incidents. The amendment includes parameters for drug testing, in addition to alcohol testing, that have recently been updated under the California Vehicle Code.

The amendment requires the Chief of Police to sign. Staff seeks authorization from Council to permit the Chief of Police to sign the amendment. It should be noted that the Resolution before

Council permits the Chief of Police to sign only this amendment. Should further amendments be required, staff will return to Council for authorization.

FINANCIAL IMPACT:

The amendment does not contain any changes to the agreed-upon fee schedule. The cost of the service has been appropriated in the Department's Fiscal Year 2024/25 Investigations Budget. Table 1 provides a summary of the costs associated with the agreement.

Table 1: *DOJ Analysis Testing Costs*			
Test	Cost Per Test	FY 2023/24 Total Cost	FY 2024/25 Budgeted
Alcohol/Drug	$35	$9,765	$14,400

ALTERNATIVES:

Council may choose to reject the proposed amendment which would terminate the City's Agreement with the DOJ. Rejecting the amendment would require the City to seek other contractors causing a potential increase in cost and processing duration. Furthermore, Council may request additional information.

ATTACHMENTS:

1. Resolution approving the amendment to the Agreement with the DOJ
2. Amendment
3. Exhibit A: Agreement between the DOJ and the City

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE FORENSIC DUI ANALYSIS AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF JUSTICE AND THE CITY OF MADERA

WHEREAS, The California Department of Justice (DOJ) and the City of Madera entered and agreement on September 25, 2008, for alcohol analysis collected samples by the Madera Police Department (Department); and

WHEREAS, The DOJ is requesting an Amendment to the Agreement regarding the parameters of drug analysis; and

WHEREAS, the parties agree on the proposed Amendment; and

WHEREAS, the DOJ has drafted an Amendment to the Forensic DUI Analysis Agreement that is in the best interest of both parties.

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

1. The above recitals are true and correct.

2. The Amendment to the Forensic DUI Analysis Agreement with the DOJ, a copy of which is attached, is approved.

3. The Chief of Police is authorized to execute the Amendment.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☑ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 6 **Pages**

AGREEMENT NUMBER	AMENDMENT NUMBER
08-237-01	**1**
REGISTRATION NUMBER	
215237	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

CITY OF MADERA

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is unchanged through Termination per Exhibit D

3. The maximum amount of this Agreement after this amendment is: **$**OPEN

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes have been made to 'Exhibit A, SCOPE OF WORK', 'Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS', and 'Exhibit D, SPECIAL TERMS AND CONDITIONS' of our existing forensic alcohol contract with your agency. The updated Exhibits A, B, and D will replace existing exhibits and are attached.

(*note: In the updated 'Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS', a reference is made to 'Exhibit E'. 'Exhibit E, ADDITIONAL PROVISIONS' has not been modified with this amendment. Please refer to existing 'Exhibit E, ADDITIONAL PROVISIONS' as necessary*).

Due to the standardized language used on this STD. 213A form, we clarify the following:

References on this page to 'State Agency', 'State Agency's Name', and 'Agency Name' shall refer to our Client Agency (e.g. County of, Sheriff's Office, Police Department, District Attorney's Office...etc.). The signature section on this page labeled as 'STATE OF CALIFORNIA' shall be considered re-labeled as 'Client Agency'.

References on this page to 'Contractor' or 'Contractor's Name' shall refer to the California Department of Justice.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

CALIFORNIA DEPARTMENT OF JUSTICE

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

CHRIS RYAN, CHIEF, DIVISION OF OPERATIONS

ADDRESS

1300 I Street
Sacramento, CA 95814

STATE OF CALIFORNIA

AGENCY NAME

CITY OF MADERA

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Giachino Chiaramonte, Chief of Police, Madera Police Department

ADDRESS

330 S. "C" Street Madera, CA 93638

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Department of Justice (DOJ) agrees to provide to the Agency as described herein:

   This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the CITY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol and/or drug analysis of urine, blood, or breath evidence for the Agency.

2. Terms of Agreement and Amendment Clause:

   The term of this Agreement shall be from the date the agreement is accepted and signed, and will continue until terminated as provided in Exhibit D hereto. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	AGENCY	**CONTRACTOR**
Name:		Alcohol Billing Coordinator
Phone:	( )	(916) 227-3791
Fax:	( )	
Email:		alcohol.billing@doj.ca.gov

Direct all inquiries to:

	AGENCY	**CONTRACTOR**
Agency:	CITY OF MADERA	Department of Justice
Section/Unit:	Police Department	BFS / Forensic Alcohol Program
Attention:		Alcohol Billing Coordinator
Address:	330 S. "C" Street	4949 Broadway, Rm. F126
City/State/Zip:	Madera, CA 93637	Sacramento, CA 95820
Phone:	( )	(916) 227-3791
Fax:	( )	
Email:		alcohol.billing@doj.ca.gov

4. Responsibilities of DOJ:

   Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with **Exhibit B**, which by this reference, is hereby incorporated into this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the CITY OF MADERA agrees to pay for the following services:

- Analysis of blood, breath, and urine samples suspected of containing alcohol. The cost of drug analysis, if available and applicable, in addition to alcohol testing, will be included as part of the uniform fee set forth below;

- Analysis of blood and urine samples suspected of containing drugs but purported to be free of alcohol;

- In the event oral fluid becomes an approved medium for the testing of samples suspected of containing drugs, DOJ will implement an oral fluid program and provide testing services.

- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);

- Upon request, provide DOJ-approved blood and urine sample containers, envelopes and mailers;

- Administrative and logistical support of field breath alcohol tests utilizing DOJ supplied/supported breath instruments, including all associated accessories and supplies;

- Provide and maintain DOJ supplied/supported breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;

- Consultation and expert testimony on the technical aspects of all analysis performed, including the interpretation of the results relative to driving impairment on cases analyzed by DOJ or those appropriately conducted with DOJ-supplied/supported breath test instruments;

- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.

- All of the foregoing services, where necessary, as determined by DOJ, shall be provided by DOJ to the Agency. Except as set forth in the next succeeding sentence, this contract shall apply to all subjects arrested within the City of Madera, regardless of arresting agency, for any driving/boating under the influence violations. Subjects arrested in the circumstances specified in Exhibit E will be excluded. An all-inclusive uniform fee of $35.00 per subject tested will be collected for violations of 23152 cvc, 23153 cvc, 23103 cvc, 23104 cvc, and 23105 cvc as specified in the California Penal Code, section 1463.14.

- Breath test instruments meeting DOJ requirements may be provided by the Agency. Agency-provided instruments will be fully supported (maintenance/repair, consumables, and networking) and fees will be collected as described above.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted, and total amount due to:

Madera Police Department
Attn:
330 S. "C" Street
Madera, CA 93638

Payments shall be submitted to:

Department of Justice
Accounting Services
P.O. Box 944255
Sacramento, CA 94244-2550

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*OUTSTANDING ACCOUNTS RECEIVABLE RECOVERY CLAUSE**

Pursuant to Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transfer Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. This option will be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date, (2) non-payment provisions are included in the Interagency Agreement between the departments, (3) the invoice has not been disputed, and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

In compliance with Government Code section 11255, provide the appropriation information below:

Agency Name	
Interagency Agreement Number	
Contact Person & Telephone Number	
Fund Number	
Sub Fund	
Organization Code	
Fiscal Year	
Reference	
Category	
Program	

*For State of California Agencies only (e.g. CA Highway Patrol, CA. Dept. of Fish and Wildlife, CA Dept. of Corrections...etc.)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ may decline (without notice) to perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ.

Disputes pertaining to the accuracy of a reported arrest location should be submitted in writing by emailing them directly to alcoholbilling@doj.ca.gov within 90 days of the original invoice date. It is the Agency's responsibility to obtain the correct traffic stop location, including the street name and nearest cross street (with direction of travel if available) from the arresting agency, and to provide that information as part of the formal dispute. To address your dispute, the accurate traffic stop location will be used by DOJ to determine responsibility for charges related to DUI testing.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.

EXHIBIT A

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
08-237-01
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

AGENCY'S NAME

CITY OF MADERA

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is: July 1, 2008 through Continuous

3. The maximum amount of this Agreement is: $ OPEN

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	page 2
Exhibit B – Budget Detail and Payment Provisions	pages 3 & 4
Exhibit C* – General Terms and Conditions	page 5
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement)	pages 6 & 7
[ ] Exhibit - D* Special Terms and Conditions	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language *(GTC 307)*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **CALIFORNIA DEPARTMENT OF JUSTICE**		
BY *(Authorized Signature)* Susan Thomason	DATE SIGNED *(Do not type)* 8/14/08	
PRINTED NAME AND TITLE OF PERSON SIGNING **DEBORAH MERRILL, CHIEF, Accounting Office**		
ADDRESS **1300 I Street Sacramento, CA 95814**		
AGENCY		
AGENCY NAME **MADERA POLICE DEPARTMENT**		
BY *(Authorized Signature)* Michael B Kime	DATE SIGNED *(Do not type)* 9/25/08	
PRINTED NAME AND TITLE OF PERSON SIGNING **MICHAEL KIME, CHIEF OF POLICE**		[ ] Exempt per:
ADDRESS **330 S. "C" Street Madera, CA 93638**		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Agency agrees to provide to the Department of Justice (DOJ) as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the City of Madera, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol analysis services for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from July 1, 2008, and will continue until (1) written notice is received stating this agreement is cancelled; and (2) the Agency discontinues requesting the services. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	AGENCY	CONTRACTOR
Name:	Madera Police Department	Marisa Kolm
Phone:	(559) 675-4200	(916) 319-8251
Email:		marisa.kolm@doj.ca.gov
Fax:	(559) 675-6654	(916) 319-9428

Direct all inquiries to:

	AGENCY	CONTRACTOR
Agency:	Madera Police Department	Department of Justice
Section/Unit:		MSB/Research Unit
Attention:	Steve Frazier	Marisa Kolm
Address:	330 S. "C" Street	P. O. Box 161089
City/State/Zip:	Madera, CA 93637	Sacramento, CA 95816-1089
Phone:	(559) 675-4206	(916) 319-8251
Email:	sfrazier@cityofmaderapd.org	marisa.kolm@doj.ca.gov
Fax:	(559) 675-6654	(916) 319-9428

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with Exhibit B, which by this reference, is hereby incorporated into this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the City of Madera agrees to pay for the following services:

- Analysis of blood, breath, and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee of $35.00 charged per subject tested. This contract shall apply and be limited to all subjects arrested within the City of Madera for violations of 23152 CVC, 23153 CVC, 23103 CVC, and 23104 CVC. These violations are associated with penalty assessments for laboratory analysis services as specified in the California Penal Code, section 1463.14;

- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);

- Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ;

- Administrative and logistical support of field breath alcohol tests utilizing the breath instrument including all associated accessories and supplies;

- Provide and maintain breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;

- Consultation and expert testimony on the technical aspects of all analysis performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ; and

- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted and total amount due to:

Madera Police Department
330 S. "C" Street
Madera, CA 93638

Payments shall be submitted to:

Department of Justice
Accounting Services
P. O. Box 944255
Sacramento, CA 94244-2550

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the date and number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A of this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ shall no longer perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ. When the accuracy of a reported stop location is in question, the Agency shall obtain the correct location of arrest from the arresting agency.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-7

SUBJECT:

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

RECOMMENDATION:

Adopt Resolutions:

1. Accepting the grant award in the amount of $140,000
2. Amending the City's 2024/25 Adopted Budget by $140,000 to reflect revenues and expenditures related to the grant

SUMMARY:

The State of California Office of Traffic Safety (OTS) sponsors several grant programs to improve the safety of the state's streets and highways. The City applied for assistance to address these issues in our community and has received official confirmation that our application was approved. Specifically, the OTS has awarded the Police Department (MPD) $140,000 to fund the anti-driving under the influence (DUI) program.

DISCUSSION:

OTS's Selective Traffic Enforcement Program (STEP) focuses on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, and other traffic laws. Education and enforcement are two critical components of collision reduction. The acceptance of the STEP grant will allow the MPD to bolster its enforcement and education efforts in all problem areas previously mentioned.

The grant award for $140,000 will allow the MPD to perform overtime operations related to DUI checkpoints and saturation patrols and traffic enforcement operations linked to distracted driving and primary collision factors. These comprehensive programs have a long-lasting impact

in reducing fatal and injury collisions. The grant provides funds to purchase a DUI Checkpoint Supply Trailer to store equipment such as cones and barricades. Additionally, the grant will fund the purchase of three Lidar speed measuring devices, which use lasers instead of radio waves like radar devices. Lidar can more accurately target a specific vehicle in high-traffic areas to determine its speed. The grant will also fund expenses related to training personnel to better identify persons under the influence.

The City was previously awarded an OTS grant and successfully managed the award activities. Last year, Council accepted the STEP grant of $125,000. The expansion in funding from the previous grant year is due to increased enforcement efforts to combat DUI and traffic enforcement.

FINANCIAL IMPACT:

Acceptance of the STEP award does not impact the General Fund, but conversely, it provides $140,000 in funding to support our community's law enforcement services. It will assist in offsetting MPD's expenditures for the enforcement of persons driving under the influence and enforcement operations focusing on primary collision factors.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution accepting the grant award and designating the City Manager as the Authorizing Official to execute all necessary documents
2. Resolution amending the Fiscal Year 2024/25 Adopted Budget by $140,000

   Exhibit A - Line-item breakdown of proposed budget amendments
3. Grant agreement from the Office of Traffic Safety

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IN THE AMOUNT OF $140,000 AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZING OFFICIAL TO ACCEPT THE GRANT AWARD

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

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

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

WHEREAS, the State of California Office of Traffic Safety has allocated $140,000 through the Selective Traffic Enforcement Program to the Police Department; and

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

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

1. The foregoing recitals are true and correct.
2. The grant award of $140,000 from the State of California Office of Traffic Safety is accepted.
3. The City Manager is designated as the Authorizing Official to accept the grant on the City's behalf and execute all related necessary documents related to the grant.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of $140,000 from the State of California Office of Traffic Safety Selective Traffic Enforcement Program; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2024/2025 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

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

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

****

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2024/25 BUDGET AMENDMENT FOR DUI ENFORCEMENT GRANT

FUND	ORG CODE	PROJECT	OBJECT CODE	DESCRIPTION	(+)	(-)
OTS DUI ENFORCEMENT						
4790	47900000	25OTS	4458	DUI Enf & Awareness Grant		140,000
4790	47900000	25OTS	5100	Salaries/Overtime	100,772	
4790	47900000	25OTS	6518	Other Supplies	2,928	
4790	47900000	25OTS	6530	Conference Training & Education	4,400	
4790	47900000	25OTS	7000	Vehicles and Equipment	31,900	
				TOTALS	**140,000**	**140,000**

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Madera

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Madera Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $140,000

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Felix Gonzalez
TITLE: Sergeant
EMAIL: fgonzalez@madera.gov
PHONE: (559) 675-4251
ADDRESS: 330 South C Street
Madera, CA 93638

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Arnoldo Rodriguez
TITLE: City Manager
EMAIL: arodriguez@madera.gov
PHONE: (559) 661-5402
ADDRESS: 205 W Fourth Street
Madera, CA 93637

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Mike Lima
TITLE: Director of Financial Services
EMAIL: mlima@madera.gov
PHONE: 559-661-5453
ADDRESS: 205 West 4th Street
Madera, CA 93637

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: GM14DSJ51PR1 REGISTERED ADDRESS: 205 W 4TH ST CITY: Madera ZIP+4: 93637-3527

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$140,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED

AMOUNT ENCUMBERED BY THIS DOCUMENT
$140,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$140,000.00

1. PROBLEM STATEMENT

The City of Madera is located in the central valley of the state along the State Route 99 corridor. The primary industry in the City of Madera is agriculture, which equates to a lot of drivers. The city has several major thoroughfares, but two of the largest are Highway 99 and State Route 145 which traverse through the city. These two highways give Madera an influx of commuter and tourist traffic, in addition to the daily traffic. Madera PD's opportunity to receive funds from OTS provides the entire city to have access to safer roadways through their commitment to additional enforcement, equipment, and publicity. The crash data shows that the crashes are occurring across the entire city and they have seen an increase in right of way violations, injury speed crash, and fatal crashes.

The Madera Police Department investigated over seven hundred crashes in the 2023 calendar year. There were four fatal crashes, and three of those were alcohol involved crashes. Nearly 140 crashes occurred with injuries or fatalities of which 16% were alcohol involved, and as previously stated, 75% of the fatal crashes were alcohol involved. Other crashes were attributed to unsafe speed, failing to yield to pedestrians, right of way violations, and unsafe turning.

In 2022, the Madera Police Department investigated seven hundred and eighty-seven crashes in the city of Madera. Six of those crashes were classified as fatal. Of the six fatal crashes, one involved a pedestrian, and one involved a motorcyclist. Ninety-four of them were injury crashes resulting in one hundred seventeen injured victims. Eight of the injury victims were motorcyclists, six were bicyclists, and thirteen were pedestrians. Of all of the crashes, one hundred twenty-seven were attributed to unsafe speed, ninety of them were attributed to DUI, eighteen involved drivers failing to yield to pedestrians, two hundred seventy-eight were attributed to right of way violations, and one hundred eighty-five were attributed to unsafe turning.

While the number of crashes that have occurred in the City of Madera have decreased this past year from previous years, the Police Department still has much more work to be done, and the continued partnership with the Office of Traffic Safety will greatly help in those efforts.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to	1

your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	6
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	2
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Send law enforcement personnel to SFST Instructor training.	1
9. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	12
10. Conduct DUI Saturation Patrol operation(s).	12
11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
16. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2
17. Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.	10

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.

- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual

services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$100,000.00
402PT-25	20.600	State and Community Highway Safety	$40,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$3,456.00	12	$41,472.00
DUI Saturation Patrols	164AL-25	$2,550.00	12	$30,600.00
Traffic Enforcement	402PT-25	$2,000.00	8	$16,000.00
Distracted Driving	402PT-25	$1,700.00	3	$5,100.00
Pedestrian and Bicycle Enforcement	402PT-25	$1,500.00	3	$4,500.00
Street Racing and Sideshow Enforcement Operations	402PT-25	$1,550.00	2	$3,100.00
Category Sub-Total				$100,772.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$4,400.00	1	$4,400.00
				$0.00
Category Sub-Total				$4,400.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
DUI Trailer	164AL-25	$25,000.00	1	$25,000.00
Category Sub-Total				$25,000.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	$2,928.00	1	$2,928.00
Lidar Device	402PT-25	$2,300.00	3	$6,900.00
Category Sub-Total				$9,828.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$140,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
DUI Trailer - Fully equipped trailer to transport DUI checkpoint supplies and to serve as a communication and command post during OTS operations. Costs may include the trailer, sales tax, delivery, installation costs, and other modifications and accessories or other items necessary to make the trailer usable for grant purposes, such as a generator, lighting, paint and graphics. The trailer cannot include any furniture or fixtures not affixed to the trailer.
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-8

SUBJECT:

Law Enforcement Services Agreement with the Housing Authority of the City of Madera

RECOMMENDATION:

Adopt a Resolution approving a Law Enforcement Services Agreement between the Housing Authority of the City of Madera and the City

SUMMARY:

The Housing Authority of the City of Madera (Authority) and the City have maintained a collaborative relationship to ensure law enforcement services are provided to public housing communities under the Authority's jurisdiction. The previous agreement, covering the period from July 1, 2021, to September 30, 2024, assigned a Police Officer to serve as a Housing Authority Officer. The Authority seeks to extend this arrangement for an additional three years. Under the proposed Law Enforcement Services Agreement, the Authority will reimburse the City for the salary, benefits, and overtime of the assigned officer, while the City will cover non-personnel expenses, such as a vehicle and equipment. It is important to note that the agreement does not include administrative overhead, resulting in some costs being absorbed by the City.

DISCUSSION:

The action contemplated herein is a continuation of previous agreements, in which the Authority reimbursed the City the salary and benefits of one sworn officer assigned to provide law enforcement services at public housing communities with the Authority's jurisdiction within the City limits. The Authority has requested to continue the partnership with the City albeit some adjustments from the previous agreement.

On August 21, 2024, the Council approved a three-month extension of the previous agreement as the Authority and the City needed additional time to negotiate in good faith. Discussions focused on compensation of the assigned officer and the duration of the Agreement term. The

previous agreement capped the reimbursement for the assigned officer at $95,000 for each contract year. The Authority has agreed to increase the amount reimbursed to the City to capture the full cost of the assigned officer's salary and benefits. Salary and benefits of the assigned officer for the first year of the Agreement is estimated to be $142,955.

The proposed Agreement term is October 1, 2024, through September 30, 2027, comprised of three, one-year periods of October 1 to September 30. Historically, the contract term aligns with the City's fiscal year beginning July 1 and concluding on June 30. To foster the partnership with the Authority and deal in good faith, the City is amenable to altering the term to align with the Authority's fiscal year, which mirrors the federal governments of October 1 to September 30. The Authority is funded by the federal government and is therefore required to follow their budgetary schedule. This adjustment will allow the Authority, in the case of budget constraints, to provide the City with proper notice of contract termination or requested adjustments concerning reimbursement preparedness. It should be noted that most grants or programs funded by the federal government align with this budget schedule and is therefore not a major concern to the City. Table 1 provides a summary of the existing agreement and the proposed agreement.

Table 1: *Comparison of agreements between the City and the Housing Authority*

Item	Existing agreement	Proposed Agreement
# of Police Officers	One	One
Full Salary & Benefits included?	No	Yes
Payment from Housing Authority to City	$95,000	$142,955
Administrative overhead costs included?	No	No
Vehicle and equipment costs included	No	No

Officer's Duties

The assigned officer is responsible for policing the Authority's units within the City to include all public housing and Section 8 residences. Since the program's inception in 1999, the assigned officer has successfully improved the quality of life for the Authority's tenants. Their perception is that crime has been reduced by the officer's visibility and actions. An additional benefit of this program has been the decrease in workload to the Police Department regarding calls for service to the Authority's housing communities. The Authority has assumed these responsibilities and has allowed the Police Department to concentrate efforts in other geographical areas of the City.

FINANCIAL IMPACT:

Under the previous agreement, reimbursement was set at a fixed annual rate of $95,000. The new Agreement addresses the City budget shortfall in the previous agreement by the reimbursement rate capturing the assigned officer's total compensation package. The reimbursement rate for the first year is estimated to be $142,955. In addition to salary and benefits, the Authority will reimburse the City for any Authority sanctioned overtime activities.

ALTERNATIVES:

Council may decline the Agreement, ceasing the City's partnership with the Authority. Furthermore, Council may request additional information.

ATTACHMENTS:

1. Resolution approving an Agreement with the Authority
2. Exhibit A: Law Enforcement Services Agreement

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF MADERA AND THE CITY OF MADERA

WHEREAS, the Housing Authority of the City of Madera (Authority) has sought law enforcement services for public housing communities within the City and Authority's jurisdiction; and

WHEREAS, the City is equipped with the personnel and resources to provide an assigned officer to the Authority; and

WHEREAS, the Authority will reimburse the City for law enforcement services provided to the Authority; and

WHEREAS, the agreement is comprised of three, one-year periods of October 1 to September 30; and

WHEREAS, the City and the Authority have drafted a Law Enforcement Services Agreement that is in the best interest of both parties.

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

1. The above recitals are true and correct.

2. The Law Enforcement Services Agreement with the Authority, a copy of which is attached hereto as Exhibit A, is approved.

3. This resolution is effective immediately upon adoption.

* * * * * * * *

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF MADERA AND THE CITY OF MADERA

This Law Enforcement Services Agreement ("Agreement") is entered into between the HOUSING AUTHORITY OF THE CITY OF MADERA, an independent public agency ("Authority") and the CITY OF MADERA, a California general law city ("City"). The Authority and the City are collectively referred to as the "Parties". This Agreement shall be effective on the date signed by Housing Authority which shall occur after execution by City ("Effective Date").

RECITALS

A. Authority desires to obtain Law Enforcement Services from the City.

B. City is able to perform the requested Services and is engaged in the business of furnishing such services.

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

DEFINITIONS

"Additional Officers": Sworn Law Enforcement personnel not otherwise assigned to Housing Authority Law Enforcement activities

"Assigned Officer": Sworn Police Officer designated to Housing Authority Law Enforcement activities

"Extended Duration Absence": Absence of Assigned Officer for more than eighty (80) consecutive work hours

"Short Duration Absence": Absence of Assigned Officer not to exceed eighty (80) consecutive work hours

"Substitute Officer": Sworn Police Officer designated to Housing Authority Law Enforcement activities in the absence of Assigned Officer

AGREEMENT

1. Scope of Services. City shall perform, to the satisfaction of Housing Authority in accordance with this Agreement, the Services described in the "Scope of Services". City shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services

described herein.

(a) Assigned Officer. The City agrees to assign one (1) police officer to provide law enforcement services to the Authority for the Contract Term. City agrees that the services rendered by the Assigned Officer under this contract are in addition to baseline police services provided through City's normal service delivery.

(b) Selection of Assigned Officers. The Parties agree to work cooperatively to select an appropriate officer to fulfill the duties set forth in this Agreement. The Parties agree that the City Police Chief and Authority Director are the designated personnel to select the Assigned Officer to perform under this Agreement. The Parties further agree that the Authority shall be able to request the replacement of any Assigned Officer. Such a request shall be made by the Authority Executive Director. The City Police Chief shall review any such request from the Authority to replace the Assigned Officer and will advise the Authority Director of his/her decision.

(c) Duties and Responsibilities. Duties and responsibilities of the Assigned Officer shall include, but not be limited to, the following:

(i) Prevention and deterrence of criminal activity on and/or near Authority managed properties.

(ii) Investigation of criminal offenses occurring, in or near Authority managed properties.

(iii) Provision of technical and informational assistance to Authority and related community agencies and personnel relative to law enforcement activity and crime prevention;

(iv) Enforcement of Authority rules and regulations;

(v) Reporting relevant contacts with tenants, unauthorized visitors, staff and community members to the Authority on a regular basis through verbal and or written communication; and

(vi) Other law enforcement and public relations duties as reasonably appropriate, subject to approval by the Police Chief.

(d) Direction and Supervision by Authority. The Assigned Officer shall receive only general direction from the Authority Executive Director, including assignment for coverage of specific Authority property, functions, or specific housing sites, at specific times, at any site within the Authority's jurisdiction within the City of Madera Police Department's jurisdictional boundaries. All assignments must take into consideration Section 1.e. Assigned Officer's Schedule of this agreement.

(e) Assigned Officer's Schedule. The Parties agree to work cooperatively to create and maintain a schedule of work hours for the Assigned Officer.

(i) Adjustments or modifications to an Assigned Officer's schedule which are necessary to carry out or accommodate various assignments shall be made in advance by at least five (5) days notice, with agreement from both the Authority and City Police Commander not unreasonably withheld.

(f) Absence.

(i) Short Duration Absence. It is understood that the City will not provide a Substitute Officer in the event of a short duration absence of an Assigned Officer resulting from routine training, illness, vacation and other leave authorized by the police department. The Assigned Officer shall provide the Authority with sufficient notice in writing of a short duration absence in order to facilitate Authority activities.

(ii) Extended Duration Absence. In the event of an extended duration absence, the City shall provide a Substitute Officer to fulfill the Assigned Officer's duties contemplated by this Agreement for the period of time that the Assigned Officer is unavailable. In the event that sufficient personnel do not permit this assignment as determined by the Police Chief, the Authority shall not be obligated to compensate the City as otherwise provided in Section 3. The Assigned Officer shall provide the Authority with sufficient notice in writing, when feasible, of an extended duration absence.

(iii) Officer Use for Training, Mutual Aid Requirements, and Extraordinary Situations and Emergencies. The Authority recognizes that the Assigned Officer may occasionally be away from his or her regular assignment due to training requirements or to fulfill law enforcement mutual aid requirements, including for extraordinary situations and emergencies. The Parties agree that the City shall retain the ability to use the services of the Assigned Officer at the Authority's expense to fulfill these law enforcement mutual aid requirements, for extraordinary situations and emergencies, and for other than normal and routine duties requested by and associated with Authority business.

(g) Compliance with Law and Policies. In all circumstances, the Assigned Officer and any Substitute Officer shall follow all applicable federal, state, and local legal requirements, as well as the policies and procedures of the City and City of Madera Police Department.

(h) Conditions of Employment. Except as specifically included in this Agreement, the City retains full authority and responsibility for conditions of employment, including but not limited to appropriate disposition of citizen complaints, disciplinary actions and evaluation of performance and agreement of schedules to be worked. All public complaints of inappropriate Assigned Officer or Substitute Officer conduct and behavior shall be referred directly to the City Police Commander.

(i) Authority Evaluation of Assigned Officer's Performance. Notwithstanding Paragraph (h) above, the Authority shall provide the City Police Commander with its own written evaluation of an Assigned Officer's performance at his/her request. The Authority shall also

immediately report to the City Police Commander any behavior or conduct by an Assigned Officer or Substitute Officer that appears to violate the terms and conditions, or the spirit and intent, of this Agreement. The City may request mid-year performance reports and will provide at least two weeks (2 weeks) notice of such requests for input.

(j) Use of Additional Officers. In some instances, the Authority may require one or more Additional Officer(s) for planned events and/or activities associated with other Authority services or events ("Events"). The Parties understand that, should such Events arise, the Authority shall request the support of an Additional Officer or Officers from the City in a timely manner. The City will provide the Additional Officer(s) so long as such personnel is available at the time of the request.

2. Commencement of Services; Term of Agreement. This Agreement shall be effective after being adopted by the Board of the Commissioners of the Housing Authority of the City of Madera and the Madera City Council and executed by the City and Authority. The Contract Term shall be October 1, 2024, to September 30, 2027, comprised of three one-year periods of October 1 to September 30. Each one-year period is also referenced as "Contract Year" under this Agreement.

3. Compensation for Services. Pursuant to this Agreement, the Authority shall pay the City for the following costs associated with the provision of law enforcement services during the Term and each subsequent Contract Year, unless modified in writing and agreed to by both the City and Authority:

(a) Pay and Benefits of Assigned Officer, Substitute Officer, Additional Officers. The Authority shall reimburse the City for the Assigned Officer's, Substitute Officer's, Additional Officers' (collectively "Officers") actual pay, including Overtime and benefits provided by the City to the Officers as provided by law or through any applicable labor agreement. The total cost to the Authority for the actual pay and benefits of the Assigned Officer for the first Contract Year is currently estimated to be one hundred and forty-two thousand, nine hundred and fifty-five dollars ($142,955). Cost associated with Substitute or Additional Officers will be dependent on individual Officers compensation rates and reimbursement will be at actual cost. Changes to the compensation of the Officers, pursuant to Madera Police Officer's Association Memorandum of Understanding (MPOA MOU) or applicable wage and hour law, shall be reflected in the total cost billed to the Authority.

(i) The City will notify the Authority by August 1st of each year of this agreement of the anticipated annual cost for the Assigned Officer for the upcoming Contract Year.

(ii) The City will provide notification to the Authority of any changes to the anticipated annual cost as soon as is practicable should the compensation be adjusted mid-Contract Year through collective bargaining or legal mandates.

(iii) Overtime eligible hours and compensation are defined pursuant to the MPOA MOU. Overtime hours accrued as Compensatory Time Off but not paid to the Officers shall be reimbursed by the Authority at such time as the Officers take the

accrued time as compensation. Parties acknowledge that these banked hours are used at the discretion of the officer and cashed out once each year pursuant to the MPOA MOU.

(b) Accounting of Costs. The City shall provide the Authority with an accounting of all costs contemplated in Paragraphs 3. (a) on a monthly basis. The invoice for services shall be sent to the Authority Director. If the Authority Director identifies a discrepancy, the Authority Director shall contact the City Police Chief within ten (10) days of the date of the invoice.

(c) Liability for Additional Costs. The Authority shall not be liable for any expenses or costs incurred by the City except as specifically provided for in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the Authority Executive Director. Similarly, the City shall not be liable for any expenses or costs incurred by the Authority and not specifically set forth in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the City Police Chief.

(d) Invoices, How and When Payable. Authority shall make payment no later than thirty (30) days after receipt of invoice from the City. Payment shall be made to City Finance Department as indicated on said invoice.

4. Independent Contractor Status. City shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of Authority. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Authority and City's employees, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to City's employees, any claim or right of action against Authority. Neither the Authority nor any of its employees shall have any control over the manner, mode, or means by which City or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. City represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, City shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of City under this Agreement. City also expressly represents that City are now and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. City shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Conflicts of Interest. City warrants that neither City nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the Authority, or which would in any way hinder City's performance of services under this Agreement. City covenants that no person having any such interest shall perform the Services under this Agreement.

7. Termination of Agreement. This Agreement may be terminated as follows:

(a) Termination by City. City may terminate this agreement at any time with thirty (30) days written notice to Authority Director.

(b) Termination by Authority. Authority shall provide written notice to City Police Chief by May 1 of any Contract Year should Authority desire to terminate services for the next Contract Year.

(c) For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(d) Compensation to City Upon Termination. In the event termination is not due to fault attributable to City and provided all other conditions for payment have been met, City shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of City's compensation has not become due, City shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to City's failure to perform in accordance with the terms of this Agreement through no fault of Authority, Authority may withhold an amount that would otherwise be payable as an offset to Authority's damages caused by such failure.

8. Insurance. It is understood and agreed that Authority and City maintain insurance policies or self-insurance programs to fund their respective liabilities.

9. Indemnity and Defense. Indemnity. The Authority shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the active negligence by City Personnel, or the gross or willful misconduct of City Personnel.

The City shall indemnify, defend, and hold harmless the Authority, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by City Personnel or the gross or willful misconduct of City Personnel during the providing of services or performance of work hereunder.

In the event of concurrent negligence on the part of Authority or any of its officers, directors, trustees, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

If the Authority rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, the Authority shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by the Authority.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

10. Compliance with All Laws. City shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, City shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

11. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To Authority: Blanca Mendoza-Navarro, Executive Director
Housing Authority of the City of Madera

205 North G
Madera, CA 93637
Email: blanca@maderaha.org

To City: Arnoldo Rodriguez, City Manager
City of Madera
205 West Fourth
Madera, CA 93637
Email: arodriguez@madera.gov

Giachino Chiaramonte, Chief of Police
Madera Police Department
330 South C Street
Madera, CA 93638
Email: gchiaramonte@madera.gov

Josiah Arnold, Police Commander
Madera Police Department
330 South C Street
Madera, CA 93638
Email: jarnold@madera.gov

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

12. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between Authority and City, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this Agreement. This Agreement may be amended only by written instrument signed by both Authority and City.

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

15. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted

as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

16. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by Authority and City in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

17. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret 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 attorneys' fees and legal expenses.

18. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

19. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

20. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

21. Non-Discrimination. City shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any City employees or applicants for employment. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[**SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Housing Authority of the City of Madera and the City have executed this Agreement on the date(s) set forth below.

HOUSING AUTHORITY OF THE CITY OF MADERA

By: _____
Elsa Mejia, Authority Chairperson

Date: _____

_____
Federal Tax I.D. No.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-9

SUBJECT:

Reimbursement Agreement with Millenium Acquisition, LLC for Public Improvements (Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37)

RECOMMENDATION:

Adopt a Resolution Approving Reimbursement Agreement between the City and Millenium Acquisition, LLC, relating to Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37.

SUMMARY:

On December 15, 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 ("Project"). Under these approvals, the Project was required to construct off-site sewer and storm drain improvements in conjunction with the project.

Under the Madera Municipal Code (MMC), developers are entitled to seek reimbursement for the construction of such improvements through a reimbursement agreement, subject to approval by the Council. The proposed resolution before Council approves a reimbursement agreement (Agreement) with Millenium Acquisitions, LLC (Developer) for public improvements. This reimbursement is necessary because developers are only required to cover their fair share of the infrastructure costs, with the City covering any costs exceeding that share.

DISCUSSION:

As part of the project approval process for the EZ Trip development, located at the northeast intersection of Pecan Avenue and State Route 145, the developer, hereinafter referred to as the Owner, was required to construct public improvements to the sewer and storm drain systems. In accordance with standard procedure, the Owner was obligated to construct only their fair share of the necessary infrastructure. However, to prevent the need for future upsizing by the City, the City requested that the Owner install the full extent of the permanent infrastructure.

The City agreed to reimburse the Owner for any costs incurred that exceeded their fair share. The Owner has completed the construction as requested and, consistent with the provisions outlined in the City's Development Impact Fee program, is now formally requesting reimbursement for costs beyond their original obligation, in line with the City's agreement and established policies.

Pursuant to MMC 10-8.12, Section A, the following conditions must be satisfied prior to a reimbursement being approved:

(1) Developer has been required or permitted to install and dedicate a public facility identified in the Technical Report which is oversized (including supplemental size, length or capacity) beyond that which can be attributed to the specific development installing the same;

Value of facilities exceed the that which would be required if not oversizing.

(2) The facility for which reimbursement is sought is identified by the city as a priority project to be funded within the four-year period immediately following the completion of the facility;

The sanitary sewer improvement is included in the second year of City's Capital Improvement Program as SS-00013.

While the storm drain pipe is not explicitly cited in the Capital Improvement Program, the facility represents a portion of the storm drainage system reference in the Storm drainage master plan.

(3) Revenues within the particular CFF account funding the facility are available; and

Reimbursements will be made from the applicable Development Impact Fee program account for sewer and storm drain improvements. It is anticipated funds will be available for each of the respective facilities over an extended time frame.

(4) The sum value of the facility(ies) constructed, based on the most current estimate of the infrastructure item (as defined by annual cost review or other recent evaluation of cost), exceeds the total capital facilities fee liability of the specific development installing the facility.

The value of the facilities exceeds the Development Impact Fees (also known as capital facilities fee).

FINANCIAL IMPACT:

Reimbursements will be funded through the City's Impact Fee Program, specifically the sewer and storm drain funds which have adequate funds to reimburse the petitioner. The DIF program charges fees, based on a set schedule to new development projects. The purpose is of these fees is to offset a portion, or in some cases all, of the cost of public facilities related to the development project. The fees generated through the DIF program are then able to fund other projects, so long as the project is a result of growth within the City.

ALTERNATIVES:

Not approve one or more items associated with this Staff Report. If Council does not approve the execution of the Agreement, it would result in the inability to reimburse the Owner for the completed improvements.

ATTACHMENTS:

1. Resolution
   Exhibit A - Reimbursement Agreement

Attachment 1

Resolution

RESOLUTION NO. 24-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND MILLENIUM ACQUISITION, LLC, FOR PUBLIC IMPROVEMENTS (SITE PLAN REVIEW NO. 2016-57 MOD AND CONDITIONAL USE PERMITS 2016-35, 36 AND 37)

WHEREAS, Millenium Acquisition, LLC, a California Limited Liability Corporation ("Owner"), submitted a development project for review by City and obtained entitlements under Site Plan Review (SPR) No. 2016-57 MOD and Conditional Use Permits 2016-35, 36 and 37 for its development project; and

WHEREAS, the SPR conditioned the approvals on Owner's construction of a sewer main and storm drain in Pecan Avenue and Madera Avenue; and

WHEREAS, the plans for the Public Improvements were prepared by Bedrock Engineering, for Owner, and have been approved by the City Engineer; and

WHEREAS, the Owner is required to enter into an agreement with the City for reimbursement of costs relating to the required Public Improvements.

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 conditions for reimbursement set forth in Madera Municipal Code Section 10-8.12(A)(1) to (A)(4) have been met as set forth in the recitals above.

3. The Reimbursement Agreement Between City of Madera and Millenium Acquisitions, LLC (Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37) attached to this resolution as Exhibit A is approved.

4. The agreement entitled “Reimbursement Agreement Between City of Madera and Millenium Acquisition, LLC (Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37)” attached as Exhibit “A” is approved as to its material terms. The City Manager is authorized to execute the agreement and make non-material changes subject to approval as to legal form by the City Attorney. A copy of the Agreement shall be kept on file in the office of the City Clerk.

5. The City Engineer is authorized to cause the Reimbursement Agreement to be recorded.

6. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

Reimbursement Agreement

RECORDING REQUESTED BY:

City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

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

REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND MILLENIUM ACQUISITIONS LLC, (SITE PLAN REVIEW NO. 2016-57 MOD)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 2024, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City" and Millennium Acquisition LLC, hereinafter called "Owner."

RECITALS

A. Owner owns that property on the Northeast corner of Pecan Avenue and Madera Avenue located in the City of Madera, County of Madera, State of California (the "Subject Property") and more particularly described as set forth in Exhibit "A" which is incorporated by reference.

B. Owner has obtained from City certain entitlements and/or permits for a development project pursuant to Site Plan No. 2016-57 MOD.

C. As conditions of the City approval of said Site Plan, Owner shall construct a parallel eighteen (18") inch sewer main on Pecan Avenue along the project parcel frontage. The sewer line shall be constructed between two manholes spaced at typical City of Madera maximum spacing guidelines and at the elevation necessary to allow for connection to future upstream and downstream portions of the system to be constructed at a later date. The construction of this sewer main is considered 100% reimbursable, subject to the availability of funds, under the City's Development Impact Fee Program.

D. As conditions of the City approval of said Site Plan, Owner shall construct an 18-inch storm drain pipeline from Pecan/Madera Ave to Gary Lane in accordance with the City's Storm Drainage Master Plan. The construction of this line is considered 100% reimbursable, subject to the availability of funds, under the City's Development Impact Fee Program.

E. Owner will construct the Public Improvements required by City standards and procedures as required by the Site Plan Review approval.

F. Owner has obtained or will an encroachment permit from the office of the City Engineer of the City of Madera and complied with the requirements thereof.

G. Reference is made hereby to (a) improvement construction plans, (b) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (c) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

H. City and Owner desire to enter this Agreement to allow for reimbursement to Owner for the construction of certain Public Improvements.

AGREEMENT

In consideration of the foregoing recitals which are made a substantive part of this Agreement, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to Section 10-8.12 *et seq*. of Chapter 8 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Drawings and Specifications, including attached details and amendments thereto.
4. "Improvements" shall mean all work and improvements, including those depicted or required on the plans, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. CONSTRUCTION OF IMPROVEMENTS

Owner shall, at the Owner's own cost and expense, construct all of the Public Improvements in accordance with and to the extent and as provided in those certain plans entitled, "Millenium Acquisitions (SPR 2016-57 MOD) Construction Documents," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Standard Drawings and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements.

D. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all applicable Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.

3. Fee Adjustments:
    a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
    b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

E. INDEMNIFICATION

1. Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities under this agreement.

2. Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Owner shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

F. INSURANCE

Prior to the issuance of an Encroachment Permit, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City as required by the City's Encroachment Permit Contract, section "Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way" on Exhibit "C" attached hereto and incorporated by reference.

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.

G. BONDS AND OTHER SECURITY

Prior to Encroachment Permit issuance, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as required in association with the encroachment permit application process. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement.

Owner shall provide to City performance security in an amount equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City Attorney.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. EASEMENTS

Owner shall, as may be applicable, grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

J. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

K. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

L. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera and shall constitute a covenant running with the land and an equitable servitude upon the real property.

M. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

N. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in SPR 2016-57 MOD approving the Project as adopted on December 15, 2017, by the Planning Department, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the plans, all of which are on file with the City Clerk.

O. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

P. PREVAILING WAGES

Owner shall be required to comply with California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq*. and implementing regulations of the Department of Industrial Relations.

Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section E of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq*. and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

Q. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

R. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

S. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term 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. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

T. OBLIGATION RUNNING WITH LAND

This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City which shall be binding upon the successors, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

U. 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.

V. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

W. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

X. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Y. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

Z. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

AA. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

BB. PIPES AND MONUMENTS

All pipes and monuments shown on the plans or those which are damaged, destroyed or displaced during construction operations shall be replaced by Owner prior to the time of the final inspection of the Improvements hereunder by City.

CC. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Owner shall vest absolutely in City upon completion and acceptance of such Improvements by City.

DD. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer as part of the encroachment permit process; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

EE. OWNER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

FF. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM OWNER

There are no reimbursements/fair share contributions due from Owner.

GG. REIMBURSEMENTS TO BE PROVIDED TO OWNER

In consideration of Public Improvements constructed through plans approved by City, the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Pecan Avenue
    i. Sewer Main Construction – Approximately 306 linear feet of 18-inch parallel sewer main along the project frontage is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.

2. Madera Ave
    i. Storm Drain Pipe Construction Required As a Result of Off-Site Design Needs – Construction of approximately 1,108 linear feet of 18-inch storm drain pipe plus other street-only related storm drain infrastructure is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.

HH. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

i. City agrees to reimburse Owner the City's proportionate share of the cost of Public Improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. Any reimbursements shall be from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof.

ii. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of: a) list of bidders from whom bids were requested; b) copies of the original contract with contractor(s); c) copies of all invoices, with unconditional lien releases submitted by contractor(s); d) copies of all checks issued by Owner with related invoices indicated, including copies of cancelled checks for payment made (copies of both the front and back of canceled checks; e) a summary tabulation (spreadsheet) of all contractor(s) invoices and Owner's payments

including check numbers; and f) such further documentation as may be reasonably required by the City to evidence completion of the construction and the payment for the construction.

iii. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

iv. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

II. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

JJ. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

KK. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials required under this Agreement shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Project, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707(C), which gives the City the right to modify plans and specifications.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within six months from the issuance of an encroachment permit and prior to occupancy being granted for the associated on-site improvements and structures unless Owner requests an extension to the encroachment permit.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work and prior to occupancy being granted. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this project, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Millenium Acquisitions, LLC (Site Plan Review No. 2016-57 MOD). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of public streets necessary to stay in compliance with dust control requirement of this Agreement. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and bill Owner for such expenses.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

APPROVED:

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

OWNER:

Millennium Acquisitions, LLC

By: _____
Shawn Shiralian
CEO

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT “A”
Legal Description

APN: 012-133-039

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

THAT PORTION OF PARCEL “B”, AS DESCRIBED IN DEED RECORDED AUGUST 25, 1995 AS DOCUMENT NO. 9521083, MADERA COUNTY OFFICIAL RECORDS, AND SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 44 OF MAPS, AT PAGE 42, MADERA COUNTY RECORDS, AND LYING IN THE SW 1/4 OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH 88° 55' 28" EAST, ALONG THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 90.00 FEET; THENCE NORTH 1° 04' 32" EAST, 22.00 FEET; THENCE NORTH 39° 06' 08" WEST, 10.47 FEET TO A POINT WHICH IS 30.0 FEET NORTHERLY, MEASURED AT

RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 30, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 39° 06' 08" WEST, 53.13 FEET TO A POINT WHICH IS 50.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID SECTION 30; THENCE NORTH 0° 14' 00" EAST AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 255.44 FEET; THENCE SOUTH 88° 55' 28" EAST, AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 316.03 FEET; THENCE SOUTH 0° 14' 00" WEST AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 296.03 FEET TO A POINT WHICH IS 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 30; THENCE NORTH 88° 55' 28" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 282.35 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF, CONVEYED TO THE CITY OF MADERA BY DEED RECORDED MARCH 18, 1998, AS DOCUMENT NO. 9806866, OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, THENCE SOUTH 88° 55' 18" EAST, A DISTANCE OF 90.00 FEET; THENCE NORTH 01° 04' 42" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 39° 06' 34" WEST, A DISTANCE OF 10.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 39° 06' 34" WEST, A DISTANCE OF 50.22 FEET; THENCE SOUTH 89° 46' 00" EAST, A DISTANCE OF 18.16 FEET; THENCE SOUTH 00°14' 00" WEST, A DISTANCE OF 7.14 FEET; THENCE SOUTH 43° 29' 57" EAST, A DISTANCE OF 16.13 FEET; THENCE SOUTH 88° 55' 28" EAST, A DISTANCE OF 113.57 FEET; THENCE SOUTH 01° 04' 42" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88° 55' 18" WEST, A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION ACCORDING TO THAT GRANT DEED RECORDED OCTOBER 14, 2020 AS DOCUMENT NO. 2020025579, OF OFFICIAL RECORDS.

EXHIBIT "B"
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq. ft.)	Industrial Fee (sq. ft.)
Administrative Impact Fee	93.72	56.67	0.0240	N/A
Fire Department Impact Fees	336.75	247.38	0.0360	0.0240
General Government Impact Fees	231.04	168.92	0.0120	N/A
Police Department Impact Fee	541.63	398.87	0.0720	0.0599
Parks Department Impact Fee	2,652.57	1,945.29	N/A	N/A
Public Works Impact Fee	323.67	99.17	0.1330	0.0970
Sewer Additional Obl. Impact Fee - Northwest	185.27	134.05	0.0480	[1]
Sewer Additional Obl. Impact Fee - Northeast	992.81	724.72	0.1690	[1]
Sewer Additional Obl. Impact Fee - Southwest	569.97	381.43	0.1930	[1]
Sewer Additional Obl. Impact Fee - Southeast	1,495.21	1,093.07	0.2780	[1]
Sewer Additional Obl. Impact Fee - SCCC	888.19	625.55	0.1810	[1]
Sewer Additional Obl. Impact Fee - Exist. Area	135.14	93.72	0.0240	[1]
Storm Drain Impact Fee - Northwest	2,028.12	1,044.03	1.3300	0.5558
Storm Drain Impact Fee - Northeast	3,099.39	1,453.79	1.2100	0.5558
Storm Drain Impact Fee - Southwest	1,250.00	559.07	1.1880	0.5558
Storm Drain Impact Fee - Southeast	3,472.10	1,394.94	1.0900	0.5558
Storm Drain Impact Fee - Existing Service Area	1,132.30	545.99	0.6320	0.5558
Storm Drain Impact Fee - SCCC	N/A	N	N/A	N/A
Sewer Exist Obl. Impact Fee - Northwest	272.45	272.45	0.0360	$272/unit [1]
Sewer Exist Obl. Impact Fee - Northeast	272.45	272.45	0.0360	$272/unit [1]
Sewer Exist Obl. Impact Fee - Southwest	272.45	272.45	0.0360	$272/unit [1]
Sewer Exist Obl. Impact Fee - Southeast	716.00	716.00	0.0850	$716/unit [1]
Sewer Exist Obl. Impact Fee - SCCC	N/A	N	N/A	N/A
Streets 16 ft. Arterial Street Median Island	387.97	237.58	0.1420	N/A
Streets 24 ft. Collector Street Lane	697.47	428.29	0.2510	N/A
Streets 12 ft. Arterial Street Lane	697.47	428.29	0.2510	N/A
Transportation Facility Impact Fee - Citywide	951.40	584.13	0.2540	0.3869
Traffic Signals	235.40	144.94	0.0870	N/A
Water Impact Fee - Pipes	283.33	151.48	0.1330	N/A
Wastewater Treatment Plant Impact Fee	1,314.30	923.06	0.7630	1.5148
Water Impact Fee - Wells	562.34	300.78	0.0720	[2]

Industrial Fee Notes

[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at $272 per unit.
Road 28 interceptor to be based on a dwelling unit equivalency at $716 per unit

[2] A minimum of $413 or the amount determined by the City Engineer by multiplying $413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater

EXHIBIT "C"
Insurance Requirements

Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way

For the purposes of this document, any individual or contractor seeking a permit to work in the public right-of-way will be referred to as "Contractor". Contractor must comply with the following Insurance Requirements after award of agreement and prior to commencement of work.

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor 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 and CG 20 37 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 Contractor 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. Contractor 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

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

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

Additional Insurance

Contractor 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.

INDEMNIFICATION AND HOLD HARMLESS

Contractor must comply with the following Hold Harmless and Indemnification Agreement after award of agreement and prior to commencement of work.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-10

SUBJECT:

Master Agreement Between the Madera County Transportation Commission (MCTC) and the City for Fiscal Year (FY) 2023/2024 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding

RECOMMENDATION:

Adopt a Resolution Approving the Master Agreement between the MCTC and the City for the FY 2023/2024 allocation of RSTP Exchange Funding

SUMMARY:

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

DISCUSSION:

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

The MCTC requires the local agencies to execute a standard Master Agreement to be submitted together with the Application for Planned Expenditures Form. The City is entitled to receive $920,026 of FY 2023/24 RSTP Exchange funds, this is a decrease of $72,699 from the allocation that was granted in FY 2022/23.

Projects eligible to be funded with RSTP Exchange funds include construction, reconstruction,

rehabilitation, resurfacing, restoration and operational improvements on the City's Collector and Arterial streets, construction and inspection of bridges, certain transit projects and a few other projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code and Article XIX of the California State Constitution.

It is recommended that the FY 2023/24 allocation of RSTP funds be programmed for the following projects consistent with the FY 2024/25 Capital Improvement Program (CIP) and the RSTP agreement as outlined in Exhibit A:

- B-02 Granada Pedestrian Bridge
- R-10 Olive Ave Widening Project; Gateway Drive to Knox Street
- R-82 Almond Avenue Extension; Stadium Road and South Pine Street

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution for RSTP Master Agreement for FY 2023/24
    a) Exhibit A to the Resolution – Master RSTP Agreement
        i) Exhibit A to the Master RSTP Agreement- RSTP Application

Attachment 1

Resolution for RSTP Master Agreement for FY 2023/24

RESOLUTION NO. 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) AND THE CITY OF MADERA FOR THE FISCAL YEAR 2023/2024 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING

WHEREAS, the City of Madera is entitled to receive $920,026 of RSTP Exchange funds; and

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

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

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

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

1. The above recitals are true and correct.

2. The Master Agreement between the MCTC and the City of Madera for the Fiscal Year 2023/2024) Allocation of Regional Surface Transportation Program (RSTP) Exchange Funding ("Master Agreement") as described above and attached hereto as Exhibit A and incorporated by reference is necessary for the City of Madera to receive RSTP Exchange funds.

3. The Master Agreement is hereby approved.

4. The City Engineer is authorized to submit the executed Master Agreement together with the Application for Planned Expenditures to MCTC and any amendments thereto.

5. This resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A

Exhibit A to the Resolution – Master RSTP Agreement

MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2023/24 ALLOCATION OF RSTP EXCHANGE FUNDING

This agreement is made by and between the City of Madera, a public body, hereinafter referred to as "Recipient," and the Madera County Transportation Commission, hereinafter referred to as "MCTC."

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

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

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

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

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

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

A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.

B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.

C. The Recipient agrees to reimburse funds back to MCTC if it is determined that RSTP Exchange Funds were used for ineligible projects.

1. ADMINISTRATIVE POLICIES

A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.

B. The Recipient agrees to submit a RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.

C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.

D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.

E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

B. Recipient agrees to require its contractors and subcontractors to:

(1) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and

(2) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

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

B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.

C. In addition to the above, the audit requirements of third-party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

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

5. RIGHT TO AUDIT

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

6. TRAVEL AND SUBSISTENCE

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

7. PROJECT COMPLETION

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

8. GOVERNING LAWS

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

9. CONFLICT OF INTEREST

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

10. CONSTRUCTION OF AGREEMENT

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

11. WAIVER

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

12. SUCCESSORS AND ASSIGNS

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

13. TIME IS OF THE ESSENCE

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

14. EXECUTION OF AGREEMENT

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

but all of which together shall constitute one and the same agreement.

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

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

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

/ / /

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

MADERA COUNTY TRANSPORTATION COMMISSION

_____ _____

Patricia Taylor
Executive Director

Date

CITY OF MADERA

_____ _____

Santos Garcia
Mayor

Date

Approved as to Form:

_____ _____

Shannon L. Chaffin
City Attorney

Date

Exhibit A

Exhibit A to the Master RSTP Agreement- RSTP Application

MADERA COUNTY TRANSPORTATION COMMISSION

Application for RSTP Exchange Funds

Fiscal Year Cycle:	2024/25 (Application Year 2023/24)
Application Number:	01
Applicant Agency:	City of Madera
Project Manager:	Ellen Bitter

PLANNED EXPENDITURES

PROJECT NAME	PROJECT DESCRIPTION (including streets and roads)	CATEGORY OF ELIGIBILITY	ESTIMATED AMOUNT
B-05 Granada Pedestrian Bridge	Construction of pedestrian bridge across Fresno River	Category 1 & 3	$251,000
R-10 Olive Avenue Widening	Widening of Olive Avenue from UPRR crossing at SW corner of Olive Ave to Knox Street	Category 1, 4 & 12	$385,000
R-82 Almond Avenue Extension	Construction of Almond Ave alignment to collector street standards from Pine Street to Stadium Road	Category 1	$284,026
		TOTAL	$920,026

Submitted By:

_____

Signature of Authorized Representative

_____

Title and Date

Reviewed By:

_____

Signature of MCTC Representative

REPORT TO CITY COUNCIL

Council Meeting of: September 4, 2024

Agenda Number: B-11

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Acceptance of Alley Paving Various Locations, Project No. ALY-01 and Project No. ALY-03

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of Alley Paving at Various Locations Project, Federal Project No.'s CML 5157(128), City Project No. ALY-01 and CML 5157(122), City Project No. ALY-03 (Project)
2. The Recording of Notice of Completion
3. The release of retention 35 days after recording of the Notice of Completion

SUMMARY:

The City Council (Council), at its July 19, 2023 meeting, awarded a contract to Witbro, Inc. dba Seal Rite Paving and Grading for the Project in the amount of $880,771.00 for the Base Bid plus Bid Schedule A Add Alternate. The project included permanent pavement, valley gutters, grading, transitions at vehicle access points, and alley at 13 locations peppered throughout the community.

The Contractor has completed the project in accordance with the plans and specifications and as modified by approved Change Orders.

BACKGROUND:

The alley paving project consisted of new permanent pavement, valley gutters, grading and transitions at 13 locations throughout the City.

As summarized in Table 1, slightly more than $48k in Change Orders were issued during the course of the construction. Most were issued for unforeseen field conditions such as shallow

sewer and water mains requiring regrading/redesign, transition paving adjustment at vehicular access points, and adjustments in asphalt unit weights coming from batch plants.

Final inspections have been conducted on all the alleys by City staff and all punch list items have been finalized. The project can be recommended for acceptance by the Council and a Notice of Completion recorded. The Notice of Completion is provided in Attachment 1.

The final progress payment, less the retention amount of five percent, is being processed. See Table 1 for a summary of contract costs.

Table 1: *Project Summary*

Original Contract Amount	*Total Change Orders*	*Total Construction Contract Cost*
$880,771.00	$48,630.96	$929,401.96

The total cost of the Change Orders increased the cost of the project approximately 5.5 percent and stayed within the 10 percent contingency limit. The construction project was completed within the available budget.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. The projects ALY-01 and ALY-03 are programmed in the FY 2023/24 Capital Projects Budget with CMAQ funds (Account 41705070) and Measure T Environmental Enhancement (Account 41570000).

ATTACHMENTS:

1. Notice of Completion
2. Project Map
3. Typical Photos

Attachment 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

Space above this line for Recorder's Use

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera**.
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637**.
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name	Address
N/A	

6. A work of improvement on the property hereinafter described was completed on **07/31/2024**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)
   Witbro Inc, dba Seal Rite Grading and Paving
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:
   City Projects ALY-01 and ALY-03, Alley paving, grading, transition paving, and alley approaches where needed. There are 13 locations.
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the_____day of_____, 2021 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

Attachment 2

City Project ALY-01 and ALY-03 Maps

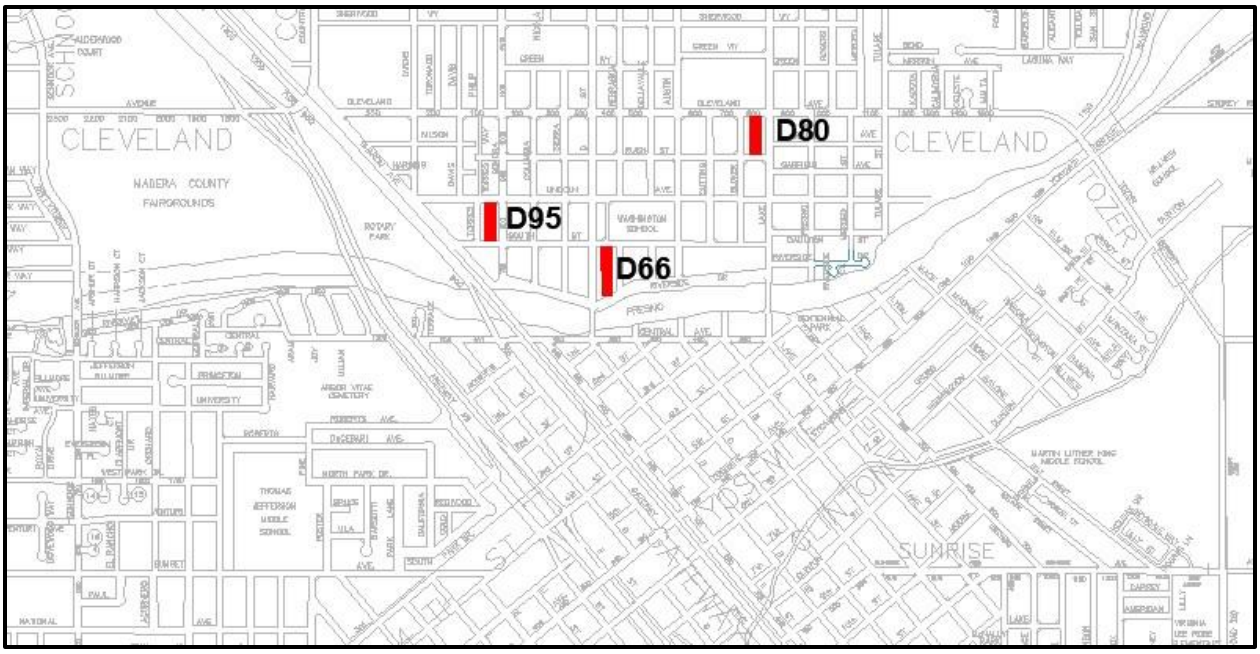

Figure 1 – ALY-01, Federal Project No.'s CML 5157(128)

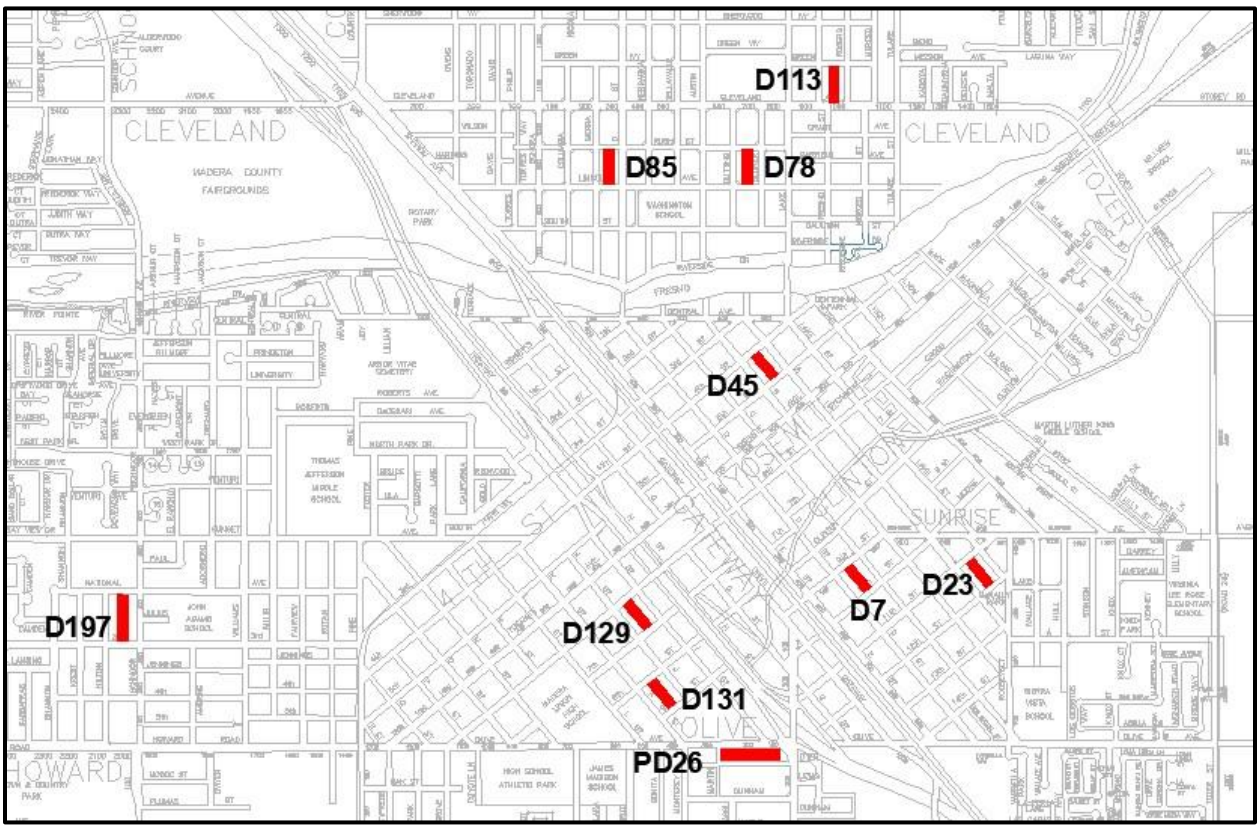

Figure 2 – ALY-03, Federal Project No.'s CML 5157(122)

Attachment 3

Typical Photos

Alley D85

Alley D78

Alley D113

Alley D197

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-12

SUBJECT:

Amendments to the City of Madera Classification Plan and setting the assigned salary ranges for certain positions

RECOMMENDATION:

Adopt two resolutions:

1. Amending the City of Madera Classification Plan by adding Computer Technician II and Construction Inspection Supervisor and modifying the class specifications for Computer Technician, Construction Inspector I, and Construction Inspector II; and
2. Setting the assigned salary ranges for the new positions and adopting the revised City of Madera Full Time Salary Schedule effective July 1, 2024.

SUMMARY:

All full-time positions in the City of Madera have an approved class specification (job description) adopted into the City's classification plan pursuant to the Personnel Rules and Regulations (Personnel Rules). Requests to reclassify existing positions can be initiated by employees or the City. Reclassification recognizes a change in assigned duties compared to those set in the adopted job description; reclassification cannot be used to effectuate a promotion in lieu of the Civil Service process outlined in the City's Personnel Rules. All adopted classifications are assigned salary ranges on City of Madera Schedule M, represented on the City of Madera Full Time Salary Schedule.

The City received two (2) reclassification requests that were reviewed in accordance with the City's reclassification procedures. Both were recommended with the 2024/25 operating budget: Computer Technician to Computer Technician II and Construction Inspector II to Construction Inspection Supervisor. The requested action contemplated in this report is to approve the associated job descriptions, as well as amendments to existing related job descriptions, and set the salary ranges for the new positions.

DISCUSSION:

The City maintains an adopted classification plan in accordance with its Personnel Rules. This classification plan consists of the City Council-approved job descriptions for all full-time positions of the City. From time to time this classification plan is amended for various reasons: addition of classifications, deletion of classifications, or modification to the existing job descriptions. The job descriptions for these approved classifications are drafted and maintained by the City's Human Resources Department (HR). The City has a mechanism for employees and/or departments to propose changes to existing classifications; this is called reclassification. Reclassification cannot be used to circumvent the Civil Service process for promotions, but is appropriate when the duties assigned to a position have significantly changed or been modified over time. Reclassifications are based on a review of the existing job description, assigned responsibilities, department structure and needs, and overall City needs for the position. Reclassification requests can be initiated by either an employee or the City, and generally are considered either with the annual budget or a mid-year budget amendment. The 2024/25 Fiscal Year Operating Budget adopted August 21, 2024, by the City Council included two (2) recommended reclassifications.

An employee-initiated reclassification request was submitted from the Information Technology Department to review the existing classification of Computer Technician and determine if a class series was warranted. When the City receives an employee-initiated request, the employee must complete and submit a prescribed form to HR that includes review and sign-off by the applicable supervisor and department head. HR staff then meet with the employee and supervisor to interview them and discuss work assignments, existing job classifications, and the needs of both the department and the City as a whole. Additional parties are interviewed if needed. After review of both documentation and interviews submitted, a recommendation is then made to the City Manager, whose decision is final regarding recommending or not recommending the reclassification. After completion of this process and review of duties, it was determined that the City should modify the existing Computer Technician classification to Computer Technician I and create a higher-level position, Computer Technician II, reclassifying one (1) current employee to the new Computer Technician II series. The new class series job descriptions are written such that in the future, promotion from Computer Technician I to Computer Technician II will be based on employee performance and must be recommended by the department head, subject to approval by the City Manager.

The second reclassification request was initiated by the Engineering Department. City-initiated requests are also reviewed by HR staff, with recommendations made to the City Manager, whose decision to recommend or not recommend the reclassification is final. The specific request was to reclassify one (1) of three (3) current Construction Inspector positions to a supervisor level position for the unit based on existing tasks and duties. After review, it was determined that the lead inspector was performing duties equivalent to supervisor, and based on department structure, maintaining this division supervisor role was in the best interests of the City. This reclassification will create a new class and job description for Construction Inspection Supervisor. Amendments to the Construction Inspector I and Construction Inspector II job descriptions are recommended to recognize the new reporting relationship to the supervisor position.

The new and amended job descriptions and proposed new salary ranges were provided to applicable bargaining unit representatives. No concerns were raised with the information or the proposed reclassifications.

FINANCIAL IMPACT:

Table 1 below identifies the salary range assignments for the new classifications. Funds for these new salary range assignments were included in the adopted 2024/25 budget. Specific placement on the new salary range will be determined by the individual employee's current pay. Reclassifications are placed on the new salary range at the first pay step in the range that represents a minimum five percent (5%) increase over current pay rate.

Table 1. Salary range assignments for new positions

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Computer Technician II	375	2,448.91	2,571.52	2,699.76	2,834.75	2,976.48	3,125.53
Construction Inspection Supervisor	400	2,774.00	2,912.93	3,058.60	3,211.59	3,371.88	3,540.62

ALTERNATIVES:

Council could direct staff to modify the proposed job descriptions or engage in negotiations with the bargaining units and provide revised pay range assignments.

ATTACHMENTS:

1. Resolution amending the City of Madera Classification Plan
    a. Attachment A: Computer Technician II job description
    b. Attachment B: Construction Inspection Supervisor job description
    c. Attachment C: Computer Technician I job description
    d. Attachment D: Construction Inspector I job description
    e. Attachment E: Construction Inspector II job description
2. Resolution setting the salary ranges for new job classifications and adopting the revised City of Madera Full Time Salary Schedule
    a. Attachment A: City of Madera Full Time Salary Schedule effective July 1, 2024

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN

WHEREAS, the City of Madera (the "City") has an established Classification Plan adopted by Resolution No. 00-13 which has been amended from time to time (hereafter "Classification Plan, as amended"); and

WHEREAS, the City desires to modify the Classification Plan, as amended, to better reflect the current needs of the organization by:

- Adding Computer Technician II;
- Adding Construction Inspection Supervisor;
- Modifying Computer Technician to Computer Technician I;
- Modifying Construction Inspector I;
- Modifying Construction Inspector II; and

WHEREAS, job descriptions have been prepared for the applicable positions and reviewed by City staff and bargaining unit representatives.

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

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

2. Effective July 1, 2024, the City of Madera Employee Classification Plan, as amended, is amended as follows:
   a. By the addition of the Computer Technician II and Construction Inspection Supervisor classifications as shown in Attachments A and B, respectively, attached hereto and incorporated herein; and
   b. By the modification of Computer Technician to Computer Technician I, as shown in Attachment C, attached hereto and incorporated herein; and
   c. By the revision of Construction Inspector I and Construction Inspector II, as shown in Attachments D and E, respectively, attached hereto and incorporated herein.

3. This resolution is effective immediately upon adoption.

* *

Attachment A: Computer Technician II job description

Attachment A

CITY OF MADERA

COMPUTER TECHNICIAN II

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include** all duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision of the Director of Information Technology, performs complex technical support functions, including physical installation, assembly, configuration and maintenance of the personal computer network linking all City departments. Troubleshoots and upgrades computer hardware, software, personal computer networks, peripheral equipment and City-wide electronic mail systems; assesses user training needs and trains users in effective use of applications; makes recommendations regarding hardware and software acquisitions; prepares documentation and provides user assistance to City staff; and performs related work as required. An essential element of this classification is the provision of prompt and effective problem-solving and troubleshooting to City employees through a centralized help desk when system failures or dysfunctions occur.

DISTINGUISHING CHARACTERISTICS:

The **Computer Technician II** is a computer-related professional level class responsible for the development, administration, and maintenance of all City departments' local and wide area computer network systems including security, integrity, and documentation. The Computer Technician II is distinguished from the Computer Technician I in that incumbents act as Lead Technicians and perform the more complex customer support activities requiring knowledge of the full range of service request and problem resolution assignments applicable to the City's information technology infrastructure.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision on a day-to-day basis from the Director of Information Technology. Exercises lead-level supervision over lower-level information technology staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Install, upgrade, diagnose, troubleshoot, and maintain a variety of computer software and hardware; configure various computers according to City standards. Train Computer Technician I and other support staff on City-standard software application installations and end-user support.
- Install, diagnose, and troubleshoot problems with network equipment, connections, and nodes; including workstations, servers, printers, network connections, and peripheral equipment.

- Participate in various information systems' improvement projects; coordinate project timeline and estimated scope and costs; participates in review of completed projects to ensure goals are met and installations are compatible with existing systems.
- Review and test complex programs provided by system administrator to ensure that programs meet objectives, standards and specifications.
- Create and manage user access and e-mail accounts; perform backups; create and maintain documentation, assign security levels and passwords, and perform other system administration functions as assigned.
- Assist in the development and implementation of information systems standards, specifications and procedures. Create documentation for end-users and for Information Technology Department staff.
- Maintain helpdesk and inventory records, record and track problems and follow up to ensure resolution. Build and maintain backend of helpdesk system to include the creation and maintenance of forms, templates, and business routing rules.
- Track computer leases and vendor support contracts.
- Order day-to-day parts and supplies. Assist in obtaining product quotes when needed for purchasing requirements. Review submitted quotes for specifications and best price.
- Write project reports and documentation for new or modified software and hardware.
- Provides technical assistance to staff in City departments; analyzes problems and implements solutions; provides technical support, analysis, and training in the use of computers and peripheral devices.
- Performs cellular phone services duties relating to support, maintenance, ordering and documentation.
- Builds, modifies, and maintains back-end system for City-wide VOIP phone system, to include call routing, call ques, and configurations. Trains Computer Technician I on system to provide end-user support.
- Works collaboratively with the Network Administrator on City-wide camera systems, including maintaining, troubleshooting, and permissions related to software management and video recording maintenance.
- Complies with all City equipment and safety policies and procedures, and Occupational Health and Safety Administration (OSHA) rules and regulations.
- Designs and recommends the wiring/rewiring of cables as required for new installations and office reconfiguration.

- Assists in instructing City staff in the use of standard business and administrative software, including word processing, spreadsheets and database management; identifies and recommends training resources.

- Maintains current industry knowledge of repair practices, policies, and technical specifications of microcomputer hardware.

- Drive City vehicle to customer locations in order to perform repairs or pick up and deliver equipment.

- Previews and tests software; maintains up-to-date information regarding software needs and software availability from manufacturers; evaluates software releases for prospective applicability.

- Must be reasonably available outside of typical business hours for emergency requests for equipment repairs as well as assignments that may involve evening and weekend work to minimize end-user impact or facilitate project completion.

WORKING CONDITIONS:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer, stamina to maintain attention to detail despite interruptions; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone to provide customer service to end-users. Work involves prolonged sitting and standing; moderate lifting, reaching, stooping, pushing, and pulling activities; manual dexterity; clear speech, visual and hearing acuity. When working in the office, the incumbent will sit for several hours at a time using a keyboard and video display. When installing equipment and/or making equipment repairs, the incumbent will use common hand tools such as a screwdriver, wire cutters and pliers. The incumbent must be able to discriminate among and match colors when installing cables and when adjusting colors on monitors. Equipment installation also involves working with arms above shoulder level, bending and stopping repeatedly or continually over time, and performing installation work in small, cramped closets, under desks, behind cabinets and while sitting on the floor. The incumbent will lift and move monitors, printers, servers, and other equipment weighing up to 40 pounds short and long distances without assistance. Work is performed both in an office setting and field visits to multiple off-site locations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Computer Technician II**. A typical way of obtaining the required qualifications is to possess an Associate's Degree in Computer Science or a related field from an accredited college or university and five (5) years of computer systems

employment equivalent to a Computer Technician I -OR- to possess a Bachelor's Degree in Computer Science or a related field from an accredited college or university and three (3) years of computer systems employment equivalent to a Computer Technician I.

License/Certificate:

Possession of, or the ability to obtain a valid Class C California drivers license.

Special Requirements:

Incumbent must be able to pass a criminal background investigation prior to employment because the position will work on Citywide computer systems which hold confidential information, as well as systems connected to the California Department of Justice.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform the essential duties of the position.)*

Knowledge of:

Personal computer hardware and software; network systems and peripheral equipment; data communications and telecommunications systems; principles and techniques for computer systems analysis, design and administration; principles and techniques for work planning, scheduling, measurement and reporting; current hardware and software supply sources, pricing and quality; various operating systems, protocols, cabling methods and networking techniques. Customer service skills; principles and practices of ethical and professional rules of conduct; effective troubleshooting procedures for computer systems in a multiple operating system environment; teamwork and collaboration techniques and practices; assessing and prioritizing multiple tasks, projects and demands.

Ability to:

Work accurately under deadline pressure; drive a motor vehicle to and from office buildings to install, maintain, and/or repair equipment; demonstrate a high degree of technical aptitude; communicate orally and in writing; use hand tools and small power tools to install and/or remove computer, networking, and related equipment; physically manipulate large or oddly-shaped physical objects; differentiate colors when working with wiring and cabling; maintain professional demeanor and manage stress when working under deadlines or on critical access needs; develop easily-understood instructions and training materials.

Skill to:

Operate, maintain, troubleshoot, and repair network and data servers, networking equipment, including switches and routers, workstations, printers and a variety of peripheral hardware as well as customized software applications and standardized packages. Communicate effectively with all members of the organization and vendors.

Attachment B: Construction Inspection Supervisor job description

CITY OF MADERA

CONSTRUCTION INSPECTION SUPERVISOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, plans, coordinates, assigns, participates in, directs and supervises the day-to-day operation of the construction inspection division within the Engineering Department; trains Construction Inspector I/II incumbents; works collaboratively with project managers and professional engineering staff to ensure successful outcomes within area of responsibility; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Construction Inspection Supervisor** is the supervisory level class in the construction inspection division of the Engineering Department. Incumbents are responsible for supervising and coordinating all work associated with inspecting, observing, measuring and testing materials utilized in construction of public facilities such as streets, storm drains, sidewalks and other public works construction to assure compliance with City standards, codes and specifications. This class is distinguished from the next lower classification of Construction Inspector II by the performance of supervisory responsibilities.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Deputy City Engineer. Exercises direct supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Supervises, leads, oversees, reviews, and performs the work of staff responsible for inspection services of the Engineering Department; develops and implements staff assignments; assists inspection staff with the more complex inspection assignments.

- Supervises and participates in inspections of construction, repair, or alteration work on major projects; observes and measures materials used in street, gutter, curb, sidewalk, parking lots, water and sewer systems, storm drain construction, underground improvements, street lighting systems, landscaping and landscaping irrigation systems and capital improvement projects.

- Plans, schedules, assigns and evaluates Engineering inspection staff performance; supervises and provides training to staff members; ensures adherence to policies, procedures, rules, regulations, work methods and safety practices; develops and administers performance improvement plans as needed; ensures compliance with local, state and federal statutes, rules and regulations.

- Oversees and conducts field sampling and testing of construction materials; directs lab testing operation; analyzes and interprets lab test results and writes test reports; approves materials for

use on construction projects; makes field determinations of scope and method of work to be performed; authorizes field changes to plans when required.

- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties; coordinates project work with contractors, public utilities, engineers, the public and other City departments; identifies alternative construction methods and materials; assures job site safety requirements are met; enforces regulations for construction or repair of storm drains, sidewalks and trenches.

- Prepares or directs the preparation of technical reports, letter and contract change orders; the maintenance of written records of work performed; the performance of construction surveys; the monitoring of contractors progress on jobs; the accounting for all contract bid items in preparation of payment to contractors.

- Assists and participates in goal setting, budgeting, strategic planning and organizational development for the division; may identify barriers to goal achievement, recommend and implement solutions.

- Responds to questions and concerns from the general public; ensures timely response to complaints from the public relating to streets, sidewalks and storm drain infrastructure and Engineering inspection services; provides information as is appropriate and resolves complaints.

- Coordinates division activities with other City divisions, departments and public agencies.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, including computer equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all weather conditions including wet, hot and cold. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Construction Inspection Supervisor**. A typical way of obtaining the required qualifications is to possess the equivalent of five (5) years of experience in construction inspection, paraprofessional engineering or the performance of related work, at least one year of which is in a lead inspector capacity, and a high school diploma or equivalent supplemented by

one year of directly related college level course work.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern principles, practices, methods and materials used in public works construction; construction methods and procedures including equipment, underground construction, shoring, and forming; construction materials such as concrete, asphalt and piping; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations including construction codes, manuals, specifications and related regulations; methods and techniques for report preparation and writing; methods and techniques for record keeping; proper English, spelling and grammar; construction material testing procedures; advanced mathematics; drafting and mapping, occupational hazards and standard safety procedures.

Ability to:

Read, understand and interpret construction plans and specifications; inspect and analyze construction procedures and interpret code violations; conduct field and lab testing; prepare test results; supervise, train and motivate assigned staff; exercise sound independent judgment; interpret, explain and apply applicable laws, codes and regulations; maintain a variety of records; respond to issues and concerns from the community; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

Attachment C: Computer Technician I job description

Attachment C

CITY OF MADERA

COMPUTER TECHNICIAN I

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DEFINITION:

Under supervision, performs general technical support functions, including physical installation, assembly, configuration and maintenance of the personal computer network linking all City departments. Troubleshoots and upgrades computer hardware, software, personal computer networks, peripheral equipment and City-wide electronic mail systems; assesses user training needs and trains users in effective use of applications; makes recommendations regarding hardware and software acquisitions; prepares documentation and provides user assistance to City staff; and performs related work as required. An essential element of this classification is the provision of prompt and effective problem-solving and troubleshooting to City employees through a centralized help desk when system failures or dysfunctions occur.

DISTINGUISHING CHARACTERISTICS:

The **Computer Technician I** is a computer-related professional level class responsible for the development, administration, and maintenance of all City departments' local and wide area computer network systems including security, integrity, and documentation. The Computer Technician I is distinguished from the Computer Technician II in that incumbents in the latter acts as Lead Technicians and perform the more complex customer support activities requiring knowledge of the full range of service request and problem resolution assignments applicable to the City's information technology infrastructure. A Computer Technician I may be considered for promotion to Computer Technician II at the recommendation of the department head, subject to approval by the City Manager, based on meeting the minimum qualifications for the position and satisfactory work performance that supports promotion.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision on a day-to-day basis from the Director of Information Technology. Receives lead direction from Network Administrator and Computer Technician II.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Install, upgrade, diagnose, troubleshoot, and maintain a variety of computer software and hardware; configure various computers according to City standards.

- Install, diagnose, and troubleshoot basic problems with network equipment, connections, and nodes; including workstations, servers, printers, modems, and peripheral equipment.

- Coordinate and participate in various information systems' improvement projects; estimate time and cost; assist with review of completed projects to ensure goals are met and installations are compatible with existing systems.

- Review and test programs provided by System Administrator to ensure that programs meet objectives, standards, and specifications.

- Create and manage user access and e-mail accounts; perform backups, maintain documentation, assign security levels and passwords, and perform other system administration functions as assigned.

- Assist in the development and implementation of information systems standards, specifications and procedures.

- Maintain helpdesk and inventory records, record and track problems and follow up to ensure resolution.

- Track computer and network leases and vendor support contracts.

- Order parts and supplies.

- Write project reports and documentation for new or modified software and hardware.

- Provides technical assistance to staff in City departments; analyzes problems and implements solutions; provides technical support, analysis, and training in the use of computers and peripheral devices.

- Performs telecommunication duties relating to support, maintenance, ordering and documentation.

- Complies with all City equipment and safety policies and procedures, and Occupational Health and Safety Administration (OSHA) rules and regulations.

- Pulls cables and rewires or directs the rewiring of cables as required for new installations and office reconfiguration.

- Assists in instructing City staff in the use of standard business and administrative software, including word processing, spreadsheets and database management; provides instruction or written documentation where required.

- Maintains current industry knowledge of repair practices, policies, and technical specifications of microcomputer hardware.

- Drive City vehicle to customer locations in order to perform repairs or pick up and deliver equipment.

- Previews and tests software; maintains up-to-date information regarding software needs and software availability from manufacturers; evaluates software releases for prospective applicability.

- Must be reasonably available outside of typical business hours for emergency requests for equipment repairs as well as assignments that may involve evening and weekend work to minimize end-user impact or facilitate project completion.

WORKING CONDITIONS:
Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer, stamina to maintain attention to detail despite interruptions; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone to provide customer service to end-users. Work involves prolonged sitting and standing; moderate lifting, reaching, stooping, pushing, and pulling activities; manual dexterity; clear speech, visual and hearing acuity. When working in the office, the incumbent will sit for several hours at a time using a keyboard and video display. When installing equipment and/or making equipment repairs, the incumbent will use common hand tools such as a screwdriver, wire cutters and pliers. The incumbent must be able to discriminate among and match colors when installing cables and when adjusting colors on monitors. Equipment installation also involves working with arms above shoulder level, bending and stopping repeatedly or continually over time, and performing installation work in small, cramped closets, under desks, behind cabinets and while sitting on the floor. The incumbent will lift and move monitors, printers, servers, and other equipment weighing up to 40 pounds short and long distances without assistance. Work is performed both in an office setting and field visits to multiple off-site locations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Computer Technician I**. A typical way of obtaining the required qualifications is to possess a high school diploma or GED, and two (2) years of computer systems employment in the following areas: microcomputer hardware and software installation and maintenance; user (Help-desk) support; and large data base file maintenance and user support. An Associate's Degree in Computer Science or a related field from an accredited college or university may be substituted for work experience.

License/Certificate:

Possession of, or the ability to obtain a valid Class C California drivers license.

Special Requirements:

Incumbent must be able to pass a criminal background investigation prior to employment because the position will work on Citywide computer systems which hold confidential information, as well as systems connected to the California Department of Justice.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform the essential duties of the position.)*

Knowledge of:

Personal computer hardware and software; network systems and peripheral equipment; data communications and telecommunications systems; principles and techniques for computer systems analysis, design and administration; principles and techniques for work planning, scheduling, measurement and reporting; current hardware and software supply sources, pricing and quality; various operating systems, protocols, cabling methods and networking techniques. Customer service skills; principles and practices of ethical and professional rules of conduct; effective troubleshooting procedures for computer systems in a multiple operating system environment; teamwork and collaboration techniques and practices; assessing and prioritizing multiple tasks, projects and demands.

Ability to:

Work accurately under deadline pressure; drive a motor vehicle to and from office buildings to install, maintain, and/or repair equipment; demonstrate a high degree of technical aptitude; communicate orally and in writing; use hand tools and small power tools to install and/or remove computer, networking, and related equipment; physically manipulate large or oddly-shaped physical objects; differentiate colors when working with wiring and cabling; maintain professional demeanor and manage stress when working under deadlines or on critical access needs; develop easily-understood instructions and training materials.

Skill to:

Operate, maintain, troubleshoot, and repair network and data servers, networking equipment, including switches and routers, workstations, printers and a variety of peripheral hardware as well as customized software applications and standardized packages. Communicate effectively with all members of the organization and vendors.

Attachment D: Construction Inspector I job description

Attachment D

CITY OF MADERA

CONSTRUCTION INSPECTOR I

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision, performs the full array of duties assigned to classes in the Construction Inspector series including preparing reports, taking samples and arranging for laboratory testing; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Construction Inspector I** is the journey level class responsible for making field inspections of a variety of public and private construction projects related to City facilities and private development, ensuring that construction work is completed in conformance with applicable standards, plans, specifications and City ordinances. An incumbent may advance to the next higher classification of Construction Inspector II upon meeting the employment standards for that class, recommendation of the Department Head, and approval from the City Administrator. This class is distinguished from the next higher classification of Construction Inspector II in that the latter is responsible for the more complex and difficult duties within the unit and may exercise supervision over assigned staff.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Construction Inspection Supervisor.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Inspects the construction, repair, or alteration work on major projects; observes and measures materials used in street, gutter, curb, sidewalk, parking lots, water and sewer systems, storm drain construction and underground improvements; street lighting systems, landscaping and landscaping irrigation systems; takes samples and arranges for laboratory tests; performs final inspection upon completion of project.

- Prepares and processes progress payments for contractors; prepares daily construction reports; maintains general job records; records as built plans; submits monthly time reports; reviews plans and specifications of assigned projects; drafts letters to contractors; responds to complaints related to construction activities at the counter and over the phone.

- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties; assists as survey party member; responds to questions and concerns from the general public.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Construction Inspector I**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of experience in construction, inspection, public works maintenance or the performance of related work and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Methods and techniques for basic report preparation and writing; methods and techniques for record keeping; proper English, spelling and grammar; construction materials such as concrete, asphalt, and piping; principles, practices, methods and materials used in public works construction; applicable federal, state and local laws, codes and regulations including construction codes, manuals, specifications and related regulations; mathematics; drafting and mapping; occupational hazards and standard safety procedures.

Ability to:

Read, understand and interpret construction plans and specifications; inspect and analyze construction procedures and interpret code violations; understand, explain and apply applicable laws, codes and regulations; maintain daily records; respond to issues and concerns from the community; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

Attachment E: Construction Inspector II job description

CITY OF MADERA

CONSTRUCTION INSPECTOR II

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, performs the full array of duties assigned to classes in the Construction Inspector series including paraprofessional engineering office and field work involving inspection, field testing and surveying; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; assists in the training and lead supervision of lower level positions if assigned; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Construction Inspector II** is the advanced level class responsible for inspecting, observing, measuring and testing materials utilized in construction of public facilities such as streets, storm drains, sidewalks and other public works construction to assure compliance with City standards, codes and specifications. Work is done in the office, field and testing lab. This class is distinguished from the next lower classification of Construction Inspector I by the performance of the more complex and difficult duties of the work unit, and the exercise of lead responsibilities.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Construction Inspection Supervisor. Exercises technical and functional lead supervision over Construction Inspector I.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Inspects construction, repair, or alteration work on major projects; observes and measures materials used in street, gutter, curb, sidewalk, parking lots, water and sewer systems, storm drain construction, underground improvements, street lighting systems, landscaping and landscaping irrigation systems and capital improvement projects.

- Conducts field sampling and testing of construction materials; directs lab testing operation; analyzes and interprets lab test results and writes test reports; approves materials for use on construction projects; makes field determinations of scope and method of work to be performed; authorizes field changes to plans when required.

- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties; serves in a lead capacity in the training and scheduling of assigned personnel; coordinates project work with contractors, public utilities, engineers, the public and other City departments; identifies alternative construction methods and materials; assures job site safety

requirements are met; enforces regulations for construction or repair of storm drains, sidewalks and trenches.

- Prepares technical reports, letter and contract change orders; maintains written records of work performed; performs construction surveys; checks contractors progress on jobs; accounts for all contract bid items in preparation of payment to contractors.

- Responds to questions and concerns from the general public; responds to complaints from the public relating to streets, sidewalks and storm drains; provides information as is appropriate and resolves complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Construction Inspector II**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of experience in construction, inspection, paraprofessional engineering or the performance of related work and a high school diploma or equivalent supplemented by one year of directly related college level course work.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern principles, practices, methods and materials used in public works construction; construction methods and procedures including equipment, underground construction, shoring, and forming; construction materials such as concrete, asphalt and piping; methods and

techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations including construction codes, manuals, specifications and related regulations; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; proper English, spelling and grammar; construction material testing procedures; advanced mathematics; drafting and mapping, occupational hazards and standard safety procedures.

Ability to:

Read, understand and interpret construction plans and specifications; inspect and analyze construction procedures and interpret code violations; conduct field and lab testing; prepare test results; supervise, train and motivate assigned staff; exercise sound independent judgment; interpret, explain and apply applicable laws, codes and regulations; maintain a variety of records; respond to issues and concerns from the community; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE ASSIGNED SALARY RANGES FOR CERTAIN CLASSIFICATIONS AND ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE JULY 1, 2024

WHEREAS, the City of Madera has created new job classifications due to reclassification requests recommended in the adopted Fiscal Year 2024/25 Operting Budget; and

WHEREAS, the City has conferred with the applicable bargaining units and desires to assign the Computer Technician II to Range 375 and Construction Inspection Supervisor to Range 400, both on City of Madera Salary Schedule M; and

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

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

1. The above recitals are true and correct.

2. Effective July 1, 2024, the new classifications are assigned to City of Madera Schedule M as follows:

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Computer Technician II	375	2,448.91	2,571.52	2,699.76	2,834.75	2,976.48	3,125.53
Construction Inspection Supervisor	400	2,774.00	2,912.93	3,058.60	3,211.59	3,371.88	3,540.62

3. Effective July 1, 2024, the City of Madera Full Time Salary Schedule provided as Attachment A is approved.

4. This resolution is effective immediately upon adoption.

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Attachment A

City of Madera Full Time Salary Schedule Effective 7/1/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	$1,539.99	$1,617.04	$1,698.04	$1,782.97	$1,871.83	$1,965.76
Accounting Technician I	GBU	263	$1,401.06	$1,470.81	$1,544.49	$1,621.54	$1,702.53	$1,788.03
Accounting Technician II	GBU	283	$1,547.86	$1,624.92	$1,706.47	$1,791.96	$1,881.39	$1,975.32
Accounting Technician III	GBU	300	$1,684.54	$1,768.90	$1,857.21	$1,950.01	$2,047.88	$2,150.25
Administrative Assistant	GBU	303	$1,709.85	$1,795.34	$1,885.33	$1,979.82	$2,078.81	$2,182.30
Animal Control Officer	GBU	290	$1,602.98	$1,682.85	$1,767.22	$1,855.52	$1,948.32	$2,045.63
Assistant Planner	GBU	352	$2,183.43	$2,292.54	$2,407.28	$2,527.65	$2,654.20	$2,786.94
Building Permit Technician	GBU	288	$1,586.67	$1,665.98	$1,749.22	$1,836.96	$1,928.64	$2,025.38
Combination Building Inspector	GBU	348	$2,140.12	$2,247.55	$2,359.48	$2,477.59	$2,601.89	$2,731.82
Computer Technician I	GBU	344	$2,097.94	$2,203.11	$2,313.35	$2,428.66	$2,550.15	$2,677.82
Computer Technician II	GBU	375	$2,448.91	$2,571.52	$2,699.76	$2,834.75	$2,976.48	$3,125.53
Construction Inspector I	GBU	322	$1,880.27	$1,974.20	$2,072.63	$2,176.12	$2,285.23	$2,399.41
Construction Inspector II	GBU	342	$2,077.13	$2,181.18	$2,290.29	$2,404.47	$2,524.84	$2,651.39
Deputy City Clerk	GBU	311	$1,779.59	$1,868.46	$1,961.82	$2,060.25	$2,163.18	$2,271.17
Electrician II	GBU	361	$2,283.54	$2,397.72	$2,518.09	$2,643.51	$2,775.69	$2,914.61
Electrician III	GBU	381	$2,523.15	$2,649.70	$2,790.31	$2,920.80	$3,067.04	$3,220.59
Engineering Technician I	GBU	302	$1,701.41	$1,786.90	$1,875.77	$1,969.70	$2,068.13	$2,171.62
Engineering Technician II	GBU	322	$1,880.27	$1,974.20	$2,072.63	$2,176.12	$2,285.23	$2,399.41
Engineering Technician III	GBU	350	$2,162.06	$2,270.05	$2,383.66	$2,502.34	$2,627.76	$2,758.81
Facilities Maintenance Technician	GBU	289	$1,594.54	$1,674.41	$1,758.22	$1,845.96	$1,938.20	$2,035.50
Grants Specialist	GBU	299	$1,676.10	$1,759.90	$1,848.21	$1,940.45	$2,037.75	$2,139.56
Industrial Electrical Technician	GBU	381	$2,523.15	$2,649.70	$2,790.31	$2,920.80	$3,067.04	$3,220.59
Lead Electrician	GBU	401	$2,788.06	$2,927.55	$3,073.79	$3,227.34	$3,388.76	$3,558.06
Maintenance Technician	GBU	308	$1,753.16	$1,840.90	$1,933.14	$2,029.88	$2,131.12	$2,237.42
Mechanic I	GBU	286	$1,570.92	$1,649.66	$1,732.34	$1,818.96	$1,909.52	$2,005.13
Mechanic II	GBU	301	$1,692.97	$1,777.90	$1,866.77	$1,960.14	$2,058.00	$2,160.93
Mechanic III	GBU	321	$1,870.71	$1,964.07	$2,062.50	$2,165.43	$2,273.98	$2,387.60
Neighborhood Outreach Assistant	GBU	276	$1,494.43	$1,569.23	$1,647.98	$1,730.09	$1,816.71	$1,907.83
Neighborhood Outreach Coordinator	GBU	306	$1,735.72	$1,822.90	$1,914.02	$2,009.63	$2,109.75	$2,215.49
Neighborhood Preservation Specialist I	GBU	310	$1,770.59	$1,859.46	$1,952.26	$2,050.13	$2,152.49	$2,259.92
Neighborhood Preservation Specialist II	GBU	330	$1,956.76	$2,054.63	$2,156.99	$2,264.98	$2,378.04	$2,497.28
Neighborhood Preservation Specialist III	GBU	350	$2,162.06	$2,270.05	$2,383.66	$2,502.34	$2,627.76	$2,758.81
Office Assistant I	GBU	263	$1,401.06	$1,470.81	$1,544.49	$1,621.54	$1,702.53	$1,788.03
Office Assistant II	GBU	283	$1,547.86	$1,624.92	$1,706.47	$1,791.96	$1,881.39	$1,975.32
Parks Leadworker	GBU	323	$1,889.27	$1,983.76	$2,083.31	$2,187.37	$2,296.48	$2,411.22

Attachment A

City of Madera Full Time Salary Schedule Effective 7/1/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Parks Worker I	GBU	263	$1,401.06	$1,470.81	$1,544.49	$1,621.54	$1,702.53	$1,788.03
Parks Worker II	GBU	283	$1,547.86	$1,624.92	$1,706.47	$1,791.96	$1,881.39	$1,975.32
Parks Worker III	GBU	303	$1,709.85	$1,795.34	$1,885.33	$1,979.82	$2,078.81	$2,182.30
Payroll Specialist	GBU	316	$1,824.59	$1,915.70	$2,011.88	$2,112.00	$2,217.74	$2,328.54
Plans Examiner	GBU	360	$2,272.30	$2,385.91	$2,505.15	$2,630.58	$2,762.19	$2,899.99
Public Works Equipment Operator	GBU	303	$1,709.85	$1,795.34	$1,885.33	$1,979.82	$2,078.81	$2,182.30
Public Works Maintenance Lead Worker	GBU	323	$1,889.27	$1,983.76	$2,083.31	$2,187.37	$2,296.48	$2,411.22
Public Works Maintenance Worker I	GBU	263	$1,401.06	$1,470.81	$1,544.49	$1,621.54	$1,702.53	$1,788.03
Public Works Maintenance Worker II	GBU	283	$1,547.86	$1,624.92	$1,706.47	$1,791.96	$1,881.39	$1,975.32
Purchasing Assistant	GBU	280	$1,524.80	$1,600.73	$1,681.16	$1,764.97	$1,853.27	$1,946.07
Recreation/Community Programs Coordinator	GBU	313	$1,797.59	$1,887.58	$1,981.51	$2,081.06	$2,185.12	$2,294.23
Solid Waste/Recycling Assistant	GBU	283	$1,547.86	$1,624.92	$1,706.47	$1,791.96	$1,881.39	$1,975.32
Solid Waste/Recycling Coordinator	GBU	313	$1,797.59	$1,887.58	$1,981.51	$2,081.06	$2,185.12	$2,294.23
Water Conservation Customer Service Representative	GBU	263	$1,401.06	$1,470.81	$1,544.49	$1,621.54	$1,702.53	$1,788.03
Water Conservation Specialist	GBU	283	$1,547.86	$1,624.92	$1,706.47	$1,791.96	$1,881.39	$1,975.32
Water Quality Specialist II	GBU	340	$2,056.88	$2,159.24	$2,267.23	$2,380.85	$2,500.09	$2,624.95
Water Quality Specialist I	GBU	320	$1,861.14	$1,954.51	$2,052.38	$2,154.74	$2,262.73	$2,375.79
Water Quality Specialist In Training	GBU	293	$1,626.60	$1,708.16	$1,793.65	$1,883.08	$1,977.57	$2,076.56
Water System Lead Worker	GBU	365	$2,329.67	$2,446.09	$2,568.71	$2,696.95	$2,831.93	$2,973.67
Water System Technician	GBU	350	$2,162.06	$2,270.05	$2,383.66	$2,502.34	$2,627.76	$2,758.81
Water System Worker I	GBU	293	$1,626.60	$1,708.16	$1,793.65	$1,883.08	$1,977.57	$2,076.56
Water System Worker II	GBU	320	$1,861.14	$1,954.51	$2,052.38	$2,154.74	$2,262.73	$2,375.79
Water System Worker III	GBU	340	$2,056.88	$2,159.24	$2,267.23	$2,380.85	$2,500.09	$2,624.95
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	$2,108.62	$2,213.80	$2,324.60	$2,441.03	$2,563.08	$2,691.32
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	$2,329.67	$2,446.09	$2,568.71	$2,696.95	$2,831.93	$2,973.67
WWTP Lead Operator	GBU	383	$2,548.46	$2,676.13	$2,810.00	$2,950.05	$3,097.97	$3,252.65
WWTP Mechanic	GBU	375	$2,448.91	$2,571.52	$2,699.76	$2,834.75	$2,976.48	$3,125.53
WWTP Operator I	GBU	322	$1,880.27	$1,974.20	$2,072.63	$2,176.12	$2,285.23	$2,399.41
WWTP Operator II	GBU	344	$2,097.94	$2,203.11	$2,313.35	$2,428.66	$2,550.15	$2,677.82
WWTP Operator III	GBU	364	$2,318.42	$2,434.28	$2,555.77	$2,683.45	$2,817.87	$2,958.48
WWTP Operator In Training	GBU	301	$1,692.97	$1,777.90	$1,866.77	$1,960.14	$2,058.00	$2,160.93
Communications Manager	M	456	$3,595.82	$3,775.58	$3,964.72	$4,162.68	$4,371.12	$4,589.48
Chief Building Official	M	464	$3,742.49	$3,929.43	$4,125.73	$4,332.52	$4,548.67	$4,776.41
Planning Manager	M	476	$3,972.99	$4,172.05	$4,380.49	$4,599.40	$4,829.35	$5,070.87
Director of Information Technology	M	500	$4,478.64	$4,702.52	$4,937.42	$5,184.46	$5,443.63	$5,716.03

Attachment A

City of Madera Full Time Salary Schedule Effective 7/1/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Public Works Operations Director	M	508	$4,660.61	$4,893.86	$5,138.69	$5,395.66	$5,665.30	$5,948.18
Director of Parks & Community Services	M	509	$4,684.32	$4,918.13	$5,164.06	$5,422.12	$5,693.42	$5,977.96
Director of Human Resources	M	513	$4,778.61	$5,017.38	$5,268.28	$5,531.86	$5,808.12	$6,098.72
City Engineer	M	525	$5,073.07	$5,326.73	$5,593.06	$5,872.63	$6,166.54	$6,474.79
Director of Financial Services	M	525	$5,073.07	$5,326.73	$5,593.06	$5,872.63	$6,166.54	$6,474.79
Director of Community Development	M	535	$5,332.79	$5,599.13	$5,879.25	$6,173.16	$6,481.95	$6,806.19
Police Chief	M	554	$5,862.71	$6,156.06	$6,463.76	$6,786.89	$7,126.01	$7,482.23
City Clerk	EXE	419	$2,873.71	$3,017.87	$3,168.39	$3,326.86	$3,493.29	$3,668.19
City Manager	EXE	587	$6,385.17	$6,704.58	$7,039.78	$7,391.80	$7,761.13	$8,149.32
Crime Analysis Technician	MPOA	306	$1,735.72	$1,822.90	$1,914.02	$2,009.63	$2,109.75	$2,215.49
Police Corporal	MPOA	383	$2,548.46	$2,676.13	$2,810.00	$2,950.05	$3,097.97	$3,252.65
Police Officer I	MPOA	363	$2,306.61	$2,421.91	$2,542.83	$2,669.95	$2,803.81	$2,943.86
Police Officer II	MPOA	373	$2,424.72	$2,545.65	$2,673.32	$2,806.62	$2,947.24	$3,094.60
Police Officer Trainee	MPOA	333	$1,986.01	$2,085.56	$2,189.62	$2,299.29	$2,414.03	$2,534.96
Police Sergeant	MPOA	426	$3,158.15	$3,316.20	$3,482.12	$3,655.92	$3,838.72	$4,030.51
Property & Evidence Officer	MPOA	296	$1,651.35	$1,734.03	$1,820.65	$1,911.77	$2,007.38	$2,107.50
Public Safety Dispatcher	MPOA	294	$1,635.04	$1,716.60	$1,802.65	$1,892.64	$1,987.13	$2,086.69
Records Clerk	MPOA	270	$1,450.56	$1,523.11	$1,599.04	$1,679.47	$1,763.28	$1,851.58

Attachment A

City of Madera Full Time Salary Schedule Effective 7/1/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Executive Secretary to the Chief of Police	LEMM	330	$1,956.76	$2,054.63	$2,156.99	$2,264.98	$2,378.04	$2,497.28	$2,559.71	$2,622.14	$2,684.57	$2,747.00
Police Auxiliary Services Supervisor	LEMM	350	$2,162.06	$2,270.05	$2,383.66	$2,502.34	$2,627.76	$2,758.81	$2,827.78	$2,896.76	$2,965.73	$3,034.70
Police Commander	LEMM	504	$4,659.89	$4,893.31	$5,137.98	$5,394.45	$5,664.43	$5,947.34				
Police Lieutenant	LEMM	487	$4,281.37	$4,495.10	$4,720.08	$4,956.31	$5,203.78	$5,464.20				
Police Office Supervisor	LEMM	350	$2,162.06	$2,270.05	$2,383.66	$2,502.34	$2,627.76	$2,758.81	$2,827.78	$2,896.76	$2,965.73	$3,034.70
Accountant I	MM	322	$1,880.27	$1,974.20	$2,072.63	$2,176.12	$2,285.23	$2,399.41	$2,459.39	$2,519.38	$2,579.37	$2,639.35
Accountant II	MM	362	$2,295.36	$2,410.10	$2,530.46	$2,657.01	$2,789.75	$2,929.24	$3,002.47	$3,075.70	$3,148.93	$3,222.16
Administrative Analyst I	MM	358	$2,249.80	$2,362.29	$2,480.40	$2,604.70	$2,734.63	$2,871.30	$2,943.09	$3,014.87	$3,086.65	$3,158.43
Administrative Analyst II	MM	386	$2,587.27	$2,716.63	$2,852.18	$2,995.04	$3,144.66	$3,301.58	$3,384.12	$3,466.66	$3,549.20	$3,631.74
Assistant Engineer	MM	392	$2,665.45	$2,798.75	$2,938.80	$3,085.60	$3,240.27	$3,402.26	$3,487.31	$3,572.37	$3,657.43	$3,742.48
Associate Civil Engineer	MM	445	$3,472.00	$3,645.80	$3,828.03	$4,019.26	$4,220.62	$4,431.54	$4,542.33	$4,653.12	$4,763.91	$4,874.69
Associate Planner	MM	368	$2,365.10	$2,483.21	$2,607.52	$2,737.44	$2,874.68	$3,018.10	$3,093.56	$3,169.01	$3,244.46	$3,319.91
Communications Specialist	MM	358	$2,249.80	$2,362.29	$2,480.40	$2,604.70	$2,734.63	$2,871.30	$2,943.09	$3,014.87	$3,086.65	$3,158.43
Construction Inspection Supervisor	MM	400	$2,774.00	$2,912.93	$3,058.60	$3,211.59	$3,371.88	$3,540.62	$3,629.14	$3,717.65	$3,806.17	$3,894.68
Deputy City Engineer	MM	495	$4,455.73	$4,678.46	$4,912.43	$5,157.66	$5,415.83	$5,686.36	$5,828.52	$5,970.68	$5,112.84	$6,255.00
Electrical and Facilities Operations Manager	MM	421	$3,080.54	$3,234.65	$3,396.07	$3,565.93	$3,744.23	$3,931.52	$4,029.81	$4,128.10	$4,226.39	$4,324.67
Engineering Project Manager	MM	419	$3,049.60	$3,202.59	$3,362.32	$3,530.50	$3,707.10	$3,892.71	$3,990.03	$4,087.35	$4,184.67	$4,281.98
Executive Secretary	MM	330	$1,956.76	$2,054.63	$2,156.99	$2,264.98	$2,378.04	$2,497.28	$2,559.71	$2,622.14	$2,684.57	$2,747.00
Executive Secretary to City Administrator	MM	330	$1,956.76	$2,054.63	$2,156.99	$2,264.98	$2,378.04	$2,497.28	$2,559.71	$2,622.14	$2,684.57	$2,747.00
Financial Services Manager	MM	446	$3,489.44	$3,663.80	$3,847.15	$4,039.51	$4,241.43	$4,453.48	$4,564.81	$4,676.15	$4,787.49	$4,898.82
Fleet Operations Manager	MM	404	$2,830.25	$2,971.42	$3,119.91	$3,276.27	$3,439.94	$3,612.05	$3,702.35	$3,792.65	$3,882.95	$3,973.26
Grant Administrator	MM	446	$3,489.44	$3,663.80	$3,847.15	$4,039.51	$4,241.43	$4,453.48	$4,564.81	$4,676.15	$4,787.49	$4,898.82
Grant Analyst	MM	358	$2,249.80	$2,362.29	$2,480.40	$2,604.70	$2,734.63	$2,871.30	$2,943.09	$3,014.87	$3,086.65	$3,158.43
Human Resources Technician	MM	290	$1,602.98	$1,682.85	$1,767.22	$1,855.52	$1,948.32	$2,045.63	$2,096.77	$2,147.91	$2,199.05	$2,250.19
Human Resources Technician II	MM	310	$1,770.59	$1,859.46	$1,952.26	$2,050.13	$2,152.49	$2,259.92	$2,316.42	$2,372.92	$2,429.42	$2,485.91
Neighborhood Preservation Supervisor	MM	380	$2,510.77	$2,636.20	$2,767.81	$2,906.74	$3,051.85	$3,204.28	$3,284.38	$3,364.49	$3,444.60	$3,524.70
Network Administrator	MM	389	$2,626.08	$2,757.13	$2,894.93	$3,040.04	$3,191.90	$3,351.64	$3,435.43	$3,519.22	$3,603.01	$3,686.80
Park Project Manager	MM	426	$3,158.15	$3,316.20	$3,482.12	$3,655.92	$3,838.72	$4,030.51	$4,131.28	$4,232.04	$4,332.80	$4,433.56
Parks Manager	MM	385	$2,574.33	$2,702.57	$2,838.12	$2,979.86	$3,128.91	$3,285.27	$3,367.40	$3,449.53	$3,531.66	$3,613.79
Parks Supervisor	MM	350	$2,162.06	$2,270.05	$2,383.66	$2,502.34	$2,627.76	$2,758.81	$2,827.78	$2,896.76	$2,965.73	$3,034.70
Procurement Services Manager	MM	358	$2,249.80	$2,362.29	$2,480.40	$2,604.70	$2,734.63	$2,871.30	$2,943.09	$3,014.87	$3,086.65	$3,158.43
Program Manager-Grants	MM	366	$2,341.48	$2,458.47	$2,581.64	$2,710.44	$2,845.99	$2,988.29	$3,063.00	$3,137.71	$3,212.42	$3,287.12
Recreation/Community Programs Manager	MM	390	$2,639.01	$2,771.19	$2,909.55	$3,055.23	$3,207.65	$3,368.51	$3,452.72	$3,536.94	$3,621.15	$3,705.36
Recreation/Community Programs Supervisor	MM	353	$2,194.68	$2,304.36	$2,419.10	$2,540.02	$2,667.14	$2,800.44	$2,870.45	$2,940.46	$3,010.47	$3,080.48
Redevelopment Agency Secretary	MM	342	$2,077.13	$2,181.18	$2,290.29	$2,404.47	$2,524.84	$2,651.39	$2,717.67	$2,783.96	$2,850.24	$2,916.53
Redevelopment Manager	MM	427	$3,173.90	$3,332.51	$3,499.56	$3,674.48	$3,857.84	$4,050.76	$4,152.03	$4,253.30	$4,354.57	$4,455.84
Safety Officer	MM	358	$2,249.80	$2,362.29	$2,480.40	$2,604.70	$2,734.63	$2,871.30	$2,943.09	$3,014.87	$3,086.65	$3,158.43
Senior Civil Engineer	MM	475	$4,032.76	$4,234.12	$4,445.60	$4,668.33	$4,901.75	$5,146.41	$5,275.07	$5,403.73	$5,532.39	$5,661.06
Senior Planner	MM	429	$3,205.96	$3,366.26	$3,534.43	$3,711.04	$3,896.65	$4,091.26	$4,193.54	$4,295.82	$4,398.10	$4,500.38
Solid Waste Manager	MM	353	$2,194.68	$2,304.36	$2,419.10	$2,540.02	$2,667.14	$2,800.44	$2,870.45	$2,940.46	$3,010.47	$3,080.48
Streets & Storm Drainage Ops. Manager	MM	385	$2,574.33	$2,702.57	$2,838.12	$2,979.86	$3,128.91	$3,285.27	$3,367.40	$3,449.53	$3,531.66	$3,613.79
Streets & Storm Drainage Supervisor	MM	350	$2,162.06	$2,270.05	$2,383.66	$2,502.34	$2,627.76	$2,758.81	$2,827.78	$2,896.76	$2,965.73	$3,034.70

Attachment A

City of Madera Full Time Salary Schedule Effective 7/1/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Tyler Munis Implementation Project Manager	MM	408	$2,887.05	$3,031.60	$3,182.90	$3,342.08	$3,509.12	$3,684.61	$3,776.72	$3,868.84	$3,960.95	$4,053.07
Utility Billing Supervisor	MM	334	$1,996.13	$2,095.69	$2,200.86	$2,310.54	$2,426.41	$2,547.33	$2,611.02	$2,674.70	$2,738.38	$2,802.07
Waste Water Treatment Plant Manager	MM	459	$3,723.42	$3,909.59	$4,104.76	$4,310.05	$4,525.47	$4,752.14	$4,870.94	$4,989.74	$5,108.55	$5,227.35
Wastewater Collection System Supervisor	MM	346	$2,119.31	$2,225.05	$2,336.41	$2,453.40	$2,576.02	$2,704.82	$2,772.44	$2,840.06	$2,907.68	$2,975.30
Water & Sewer Operations Manager	MM	423	$3,111.47	$3,266.71	$3,430.38	$3,601.93	$3,781.91	$3,970.89	$4,070.17	$4,169.44	$4,268.71	$4,367.98
Water Meter & Conservation Supervisor	MM	340	$2,056.88	$2,159.24	$2,267.23	$2,380.85	$2,500.09	$2,624.95	$2,690.58	$2,756.20	$2,821.82	$2,887.45
Water System Supervisor	MM	385	$2,574.33	$2,702.57	$2,838.12	$2,979.86	$3,128.91	$3,285.27	$3,367.40	$3,449.53	$3,531.66	$3,613.79

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-13

SUBJECT:

Terminate Local Emergency – January 2023 Winter Storms

RECOMMENDATION:

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

SUMMARY:

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

The City of Madera declared a local emergency related to storm impacts incurred during the disaster period. Staff has been working since the start of the incident to identify and complete applicable projects and seek disaster assistance through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

The period for repair of emergency-related damages for this incident tolled July 15, 2024, meaning any work not completed before that date is ineligible to be considered as part of the emergency response and therefore not eligible to be considered for reimbursement under the Federal and State disaster relief funding opportunities. The City completed all but one of the identified projects submitted for consideration to FEMA. Specifically, repairs to Wastewater Treatment Plant pump number 3 were not completed. The requested action will terminate the declaration of local emergency.

DISCUSSION:

California experienced severe winter storms beginning in December 2022. President Biden

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

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

The City Manager as the Director of Emergency Services initially declared a local disaster for the City of Madera on January 27, 2023. This declaration was ratified by the City Council at its meeting February 1, 2023, and was since extended on multiple occasions in compliance with the City's municipal code and FEMA and CalOES requirements. At this time, the time for emergency response and repairs has concluded pursuant to FEMA regulations, barring exigent circumstances. The contemplated action will terminate the local emergency. Staff will continue to seek response and damage recovery through FEMA and CalOES for identified, completed projects.

Attachment 1 to this report summarizes the City's projects submitted to FEMA and CalOES under this disaster. To be considered for reimbursement under the emergency declaration, all project work had to be completed before July 15, 2024. All but one project was completed within the applicable timeline; repairs to Wastewater Treatment Plant influent pump number 3 were not completed timely. While FEMA provides an appeal process for exigent circumstances, at this time staff is unaware of any facts that would meet the criteria to appeal for additional time.

FINANCIAL IMPACT:

Staff continues to seek recovery of eligible costs from State and Federal emergency funds. Any funds recovered through these means, or through insurance proceeds, will be reported to Council once received.

ALTERNATIVES:

Council could make findings that the local emergency continues and direct staff to continue the local emergency declaration.

ATTACHMENTS:

1. Table of submitted projects
2. Resolution terminating the Declaration of a Local Emergency for January 2023 Winter Storms

Attachment 1

Federal Emergency Management Agency Event 4683DR-CA: California Severe Winter Storms, Flooding, Landslides, and Mudslides

City of Madera Submitted Projects

Category	Project	Work Status	Submitted All Documentation to FEMA	Submitted Cost to FEMA	Federal Cost Share
A - Debris Removal	Various Debris Cleanup - Citywide	Complete	Yes	31,639.79	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (days 1-60)	Complete	Yes	1,034,043.00	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (61 days plus)	Complete	Yes	376,467.67	75/25
C - Roads and Bridges	Lewis St / Monterey St - Storm Drain and Sidewalk & T&C Park - Asphalt, Curb and Gutter	Complete	Yes	51,172.27	75/25
C - Roads and Bridges	NW Corner D St / Green Way (Sherwood Pond) - Asphalt and Storm Drain	Complete	Yes	17,742.58	75/25
C - Roads and Bridges	Knox St / Neplus Way - Asphalt	Complete	Yes	20,481.61	75/25
F - Utilities	WWTP - Repair/Replace Influent Pumps and Grit Pumps	Incomplete	Influent Pump #1: Repaired by contractor; pump reinstalled and is operational; inspection report received ($17,768.75 - Labor & $43,481.52 - Parts)		75/25
			Influent Pump #2: Repaired by contractor; pump reinstalled and is operational; inspection report received ($13,768.75)		
			Influent Pump #3: Pending damage assessment. FEMA Table Top Inspection occurred. Pump was removed, PO approved 6/11/2024, pump is ready for contractor to make off-site repair. (PO for repair approved for $20,051.75). Work not completed by FEMA deadline as of 7/15/24.		
			Grit Pump #1: Replacement pump installed. ($17,309.18)		
			Grit Pump #2: Staff has assessed the pump and advised it does not need repair at this time, indicating they believe it will last another year. ($0)		
F - Utilities*	Avenue 13 Sewer Trunk Line - Permanent Work	Complete	Yes	1,335,862.79	75/25

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

RESOLUTION NO. 24-__

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

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

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

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

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

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

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

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

WHEREAS, at this time, emergency work to respond to the effects of the disaster has been completed with the exception of one project; and

WHEREAS, the applicable time for completion of emergency work has tolled; and

WHEREAS, pursuant to Government Code Section 8630, the City Council, after reviewing the need for the local emergency, has determined that conditions no longer exist to warrant continuing the local emergency beyond the applicable timeframe for completion of emergency work.

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

1. The above recitals are true and correct and incorporated herein as findings by the City Council.

2. The City Council hereby rescinds Resolution No. 23-10 and thereby terminates the proclamation of a local emergency related to the January 2023 Winter Storms.

3. This resolution shall take effect immediately.

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REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Department Director

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-14

SUBJECT:

Terminate local emergencies and need for emergency contracts without competitive bidding for the Avenue 13 sewer trunk main failures of June 3, 2024, and June 10, 2024

RECOMMENDATION:

Adopt resolutions in accordance with Madera Municipal Code Title III, Chapter 2:

1. Terminating the declaration of a local emergency – June 3, 2024, sewer trunk main collapse; and
2. Terminating the declaration of a local emergency – June 10, 2024, sewer trunk main collapse; and
3. Terminating the need for emergency contracts without competitive bidding for emergency repair work on the sewer trunk main collapse sites.

SUMMARY:

The City of Madera (City) experienced two separate, unexpected, and significant failures of the sewer trunk line in Avenue 13 on Monday, June 3, 2024, and Monday, June 10, 2024. The City Manager as Director of Emergency Services issued a declaration of local emergency due to conditions of extreme peril to the health and safety of persons and property within Madera for each collapse. The City Council (Council) ratified these declarations of emergency in separate actions on June 5, 2024, and June 12, 2024, respectively. Emergency work to stabilize and repair the failure sites has been completed. The requested action would terminate the declarations of local emergency as well as terminate the finding of the need for emergency contracts without competitive bidding to complete the work.

DISCUSSION:

On June 3, 2024, at approximately 2:30 PM, County staff was notified by a resident of a significant failure in Avenue 13 near Mission Bell winery. County crews notified City staff of a likely sewer failure at the location. City crews confirmed by visual inspection that the sewer trunk main had experienced a failure causing a large void in the road and partially obstructing the flow. This event resulted in a declaration of emergency by the City Manager as Director of Emergency Services. The Council ratified the declaration and emergency contracts for the June 3, 2024, collapse at its June 5, 2024, meeting.

On Monday, June 10, 2024, at approximately 10:30 AM, City staff was informed of a roadway collapse approximately 100 feet to the west of the intersection of Avenue 13 (Pecan Avenue) and Road 25 (Granada Drive). The rear trailer of a truck pulling two (2) trailers had fallen into a hole in the roadway directly above the City's sewer trunk line. The sewer trunk line is the main collection line for the City's sewer system that carries the flow of sewage from City residents and businesses to the Wastewater Treatment Plant (WWTP). It was determined that the sewer trunk line had collapsed at this location and flow was impeded. The health and safety of residents was at risk due to the imminent backup of raw sewage in the system if the collapse was not addressed immediately. The City Manager as Director of Emergency Services declared a local emergency, calling on residents to take immediate actions to limit the introduction of flow to the sewer system. The Council ratified the declaration and emergency contracts for the June 10, 2024, collapse at its June 12, 2024, meeting.

Due to the critical nature of the repairs at the failure sites and the potential disastrous impact to the community from the complete loss of sewer collection infrastructure and the potential for the backup of raw sewage, immediate action was taken by the City to secure both sites upon learning of the failures, implement a bypass pumping operation, stabilize the collapsed roadway portions and risk to adjacent utilities, and plan for emergency repairs to the sewer line in both locations. The City engaged several contractors under Public Contract Code section 22050, which allows the City Council to authorize the City Manager to enter into contracts for emergency work without engaging in competitive bidding. This allowed the City to begin work on the sites immediately to protect the health and safety of the public. Emergency repairs are ongoing at this time.

Council has reviewed the need for emergency contracts without competitive bidding at each subsequent regularly scheduled Council meeting pursuant to Public Contract Code Section 22050 and made findings of emergency by resolution approved by a minimum four-fifths (4/5) vote to support continuing the need for emergency contracts without competitive bidding at each meeting where the item was considered. Council also took action to continue the declarations of local emergency for both failure sites, with the local disaster declarations continuing unabated since the City's Director of Emergency Services declaration was ratified by the City Council. At this time, emergency repair work has been completed. The roadway above the trunk line has been evaluated with ground penetrating radar to evaluate any potential voids or sloughing and been deemed same for vehicle travel. The requested action will terminate both declarations of

local emergency related to the two separate collapses as well as the findings of need for emergency contracts without competitive bidding. This action only relates to emergency work and will have no effect on the ongoing maintenance rehabilitation project on the trunk line; that project will continue as planned. Going forward, any necessary work identified that falls outside the scope of the awarded maintenance project will be awarded through normal City purchasing procedures.

FINANCIAL IMPACT:

There is no direct financial impact created by termination of the emergency declarations.

ALTERNATIVES:

Council could make findings of emergency and direct staff to continue the local emergencies and continue awarding contracts without competitive bidding.

ATTACHMENTS:

1. Resolution terminating the declaration of a local emergency – June 3, 2024, sewer trunk main collapse.
2. Resolution terminating the declaration of a local emergency – June 10, 2024, sewer trunk main collapse.
3. Resolution terminating the need for emergency contracts without competitive bidding for emergency repair work on the sewer trunk main collapse sites.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TERMINATING THE DECLARATION OF A LOCAL EMERGENCY DUE TO THE JUNE 3, 2024, FAILURE OF THE CITY'S SEWER TRUNK MAIN LINE

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the Director of Emergency Services for the City of Madera; and

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

WHEREAS, a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

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

WHEREAS, on June 3, 2024, the City Council was not in session and the City Manager as Director of Emergency Services declared a local emergency due to the existence of conditions of extreme peril to the health and safety of persons and property within the City of Madera caused by failure of the main sewer trunk line in Avenue 13 between Granada Drive and Road 24 in Madera, California; and

WHEREAS, the City Council of the City of Madera ratified this action at its meeting on June 5, 2024, and has periodically reviewed the need for continuing the local emergency, and has extended the declaration of emergency such that it continued unabated since the City's Director of Emergency Services declaration was ratified by the City Council; and

WHEREAS, at this time the sewer main collapse has been evaluated, repaired, and or mitigated; and

WHEREAS, pursuant to Government Code Section 8630, the City Council, after reviewing the need for continuing the local emergency, has determined that conditions no longer exist to warrant continuing the local emergency.

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

1. The above recitals are true and correct and incorporated herein as findings by the City Council.

2. The City Council hereby rescinds Resolution No. 24-80 and thereby terminates the proclamation of a local emergency related to the June 3, 2024, failure of the City's sewer trunk main.

3. This resolution shall take effect immediately upon adoption.

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RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TERMINATING THE DECLARATION OF A LOCAL EMERGENCY DUE TO THE JUNE 10, 2024, FAILURE OF THE CITY'S SEWER TRUNK MAIN LINE

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the Director of Emergency Services for the City of Madera; and

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

WHEREAS, a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

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

WHEREAS, on June 3, 2024, the City Council was not in session and the City Manager as Director of Emergency Services declared a local emergency due to the existence of conditions of extreme peril to the health and safety of persons and property within the City of Madera caused by failure of the main sewer trunk line in Avenue 13 between Granada Drive and Road 24 in Madera, California; and

WHEREAS, the City Council of the City of Madera ratified this action at its meeting on June 5, 2024; and

WHEREAS, additional sewer trunk line failure occurred on or about Monday, June 10, 2024, causing significant impact to the sanitary sewer system serving all residents and businesses within the City of Madera and the Parksdale and Parkwood areas of Madera County; and

WHEREAS, on June 10, 2024, the City Council was not in session and the City Manager as Director of Emergency Services declared a local emergency for response and repairs to the additional sewer trunk line collapse to protect the health and safety of persons and property within the City of Madera; and

WHEREAS, the City Council of the City of Madera ratified this action at its meeting on June 12, 2024, and has periodically reviewed the need for continuing the local emergency, and has extended the declaration of emergency such that it continued unabated since the City's Director of Emergency Services declaration was ratified by the City Council; and

WHEREAS, at this time the sewer main collapse has been evaluated, repaired, and or mitigated; and

WHEREAS, pursuant to Government Code Section 8630, the City Council, after reviewing the need for continuing the local emergency, has determined that conditions no longer exist to warrant continuing the local emergency.

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

1. The above recitals are true and correct and incorporated herein as findings by the City Council.

4. The City Council hereby rescinds Resolution No. 24-81 and thereby terminates the proclamation of a local emergency related to the June 10, 2024, failure of the City's sewer trunk main.

5. This resolution shall take effect immediately upon adoption.

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RESOLUTION NO. 24-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TERMINATING THE NEED FOR EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE AVENUE 13 SEWER TRUNK MAIN COLLAPSE SITES OF JUNE 3, 2024, AND JUNE 10, 2024

WHEREAS, Public Contract Code Section 22050 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

WHEREAS, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

WHEREAS, pursuant to Public Contract Code Section 1102 an "emergency," means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

WHEREAS, the sewer main located at Avenue 13 west of Granada Drive is the sole sewer main that conveys all City sewerage to the City's Wastewater Treatment Plant; and

WHEREAS, in addition to the current emergency as a result of the sewer collapse on June 3, 2024, the sewer main has a secondary collapsed on June 10, 2024 resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

WHEREAS, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

WHEREAS, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

WHEREAS, the emergency work that was necessary included but was not limited to: providing traffic control, pumping out and bypassing the area of main collapse, removing and

replacing the main at the line break, making repairs and rehabilitation to potential failure conditions upon further discovery and investigation, securing all utilities in conflict at the location, backfilling around sewer main and trench, repairing damage to street infrastructure, and demobilizing; and

WHEREAS, the City of Madera secured several contractors and specialty trades to remedy the situation through emergency contracts without competitive bidding including Floyd Johnston Construction to make the necessary repairs and investigation, MPS to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

WHEREAS, the City Manager provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

WHEREAS, in accordance with Public Contract Code Section 22050, the City Council has considered the need for continuing the emergency purchasing findings at each regular City Council meeting since the events occurred and determined that the facts and circumstances warranted emergency work awarded without competitive bidding; and

WHEREAS, emergency work has been completed at the collapse sites of June 3, 2024, and June 10, 2024, to evaluate, repair, and/or mitigate damages and ensure the health and safety of the public; and

WHEREAS, pursuant to Public Contract Code Section 22050, the City Council, after reviewing the need for continuing the emergency purchasing powers, has determines that conditions no longer exist to warrant continuing the award of emergency contracts without competitive bidding.

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

1. The above recitals are true and correct and incorporated herein as findings by the City Council.
2. The City Council hereby terminates the need for emergency contracts without competitive bidding related to the June 3, 2024, and June 10, 2024, failures of the City's sewer trunk main.
3. This resolution shall take effect immediately upon adoption.

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REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-15

SUBJECT:

Citizens Academy 2024 - Program Overview and Recognition of Participants

RECOMMENDATION:

It is recommended that the City Council:

1. Recognize the participants of Citizens Academy 2024 by awarding them Certificates of Recognition at the Council meeting scheduled for September 18, 2024.
2. Direct staff to prepare the certificates for the participants for the subsequent meeting.

SUMMARY:

The City of Madera is set to conclude its Citizens Academy 2024 (Academy) program on September 9, 2024. The Academy designed to engage and educate community members on the functions and operations of the City government. The program will have spanned nine weeks, beginning on July 15th and concluding on September 9, 2024, and welcomed a cohort of fifteen residents to participate in a classroom-style learning experience across several City facilities. This report outlines the program's key elements and requests that the City Council recognize the participants' efforts by awarding them Certificates of Recognition at the next Council meeting schedule on September 18, 2024, for the successful completion of Citizens Academy 2024.

DISCUSSION:

The Citizens Academy 2024 was launched as part of the City's ongoing commitment to fostering civic engagement and enhancing public understanding of local government processes. The Academy offered participants an in-depth look at the City's departments, including:

- Administration
- City Council
- City Clerk
- Public Safety (Fire and Police Department)
- Parks and Community Services

- Finance
- Human Resources and Risk Management
- Public Works
- Community Development (Planning, Building and Engineering)

Through a combination of presentations, tours, and interactive sessions, participants gained valuable insights into the challenges and opportunities facing the City of Madera. Attendees also obtained a comprehensive understanding of the functions and responsibilities of each city department, key capital projects, funding sources, revenue and expenditure management, and the allocation of tax dollars. The program aims to empower residents with the knowledge and tools necessary to become more actively involved in community affairs.

In recognition of their successful completion of the program, Staff proposes Council present Certificates of Recognition to the participants of Citizens Academy 2024. These certificates will serve as a formal acknowledgment of their commitment to civic engagement and their contribution to fostering a well-informed and active community. To that extent, Council adopted a policy ceremonial documents in 2023, which requires Council approval for recipients of such certificates. Therefore, Staff is requesting Council approve the motion to recognize the participants of Citizens Academy 2024 for their dedication and community involvement, by awarding them Certificates of Recognition at the Council meeting scheduled for September 18, 2024.

FINANCIAL IMPACT:

The financial impact of providing Certificates of Recognition is nominal and includes the cost of paper materials and printing costs. It is important to note that the Fiscal Year 2024/25 Adopted Budget includes a $10,000 allocation specifically for Citizens Academy, with the intention of conducting the event twice in the same fiscal year. The allocation is meant to cover the cost of course materials, refreshments and beverages, promotional items, and such certificates, if Council so approves.

ALTERNATIVES:

The City Council may choose to deny the request for presenting Certificates of Recognition to the Citizens Academy 2024 graduates. Alternatively, the Council could consider another form of recognition, to be determined at their discretion, if they feel a different method would be more suitable.

ATTACHMENTS: None

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: September 4, 2024

Agenda Number: B-16

SUBJECT:

Authorization for the City Manager to execute documents related to the Railroad Crossing Elimination (RCE) Grant

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to execute documents for the Railroad Crossing Elimination (RCE) Grant

SUMMARY:

The City is actively pursuing funding through the Federal Railroad Administration's (FRA) Railroad Crossing Elimination (RCE) Grant Program to address the significant transportation challenges posed by the Cleveland/Country Club Interchange. This program offers approximately $1.1 billion in funding for projects aimed at improving safety and mobility at railroad crossings, with $38 million specifically reserved for planning projects. The City will engage a consultant to prepare the grant application. This item seeks Council's authorization for the City Manager to sign pertinent documents related to the grant.

BACKGROUND:

The intersection of State Route 99, North Gateway Drive, Cleveland Avenue, Country Club Drive, and the Union Pacific Railroad line (Intersection) represents one of the most complex transportation challenges in the City. This Intersection is a vital transportation hub, with high volumes of vehicular traffic, significant freight movement via the Union Pacific Railroad, and pedestrian and cyclist activity. However, the intersection is frequently congested, particularly when trains traverse the area, leading to prolonged delays, safety concerns, and disruptions to local and regional mobility.

Historically, the City has received numerous complaints from residents and businesses regarding the delays at this intersection. The combination of multiple roadways and the presence of a major rail line creates a significant bottleneck, exacerbating traffic congestion and driver frustration.

Recognizing the need for a long-term solution, the City is seeking federal funding through the RCE Grant Program, which was established under the Infrastructure Investment and Jobs Act (IIJA) to eliminate highway-rail grade crossings that pose safety risks or create barriers to efficient transportation. The RCE Program is designed to fund projects that improve rail infrastructure, enhance community safety, and reduce the impacts of freight movement on underserved communities.

DISCUSSION:

The Railroad Crossing Elimination (RCE) Program offers approximately $1.1 billion in funding, with $38 million specifically allocated for planning projects. This program targets projects such as grade separations (e.g., bridges or tunnels), crossing closures, track relocation, and the enhancement or installation of protective devices, signals, and signs. Additionally, the RCE Program supports planning, environmental review, and design activities for eligible projects. Given the complexity of the Cleveland/Country Club Intersection, a significant transportation challenge in Madera, the City intends to apply under Track 1 of the RCE Program, which focuses on Project Planning. This track includes critical activities like defining the project's purpose and need, completing conceptual engineering, engaging with the public and stakeholders, and preparing preliminary cost estimates—all essential for developing a competitive grant application.

To maximize the likelihood of securing this funding, the City will engage a firm to prepare a comprehensive and technically sound grant application that aligns with Federal Railroad Administration (FRA) priorities. On August 21, 2024, the City Council approved a budget amendment allocating $60,000 to retain a consultant. With the Council's authorization, the City Manager will sign the completed application, to ensure it is submitted by the September 23, 2024, deadline. This step is critical to—a critical step in advancing the City's efforts to secure the necessary funding to address transportation challenges at the Cleveland/Country Club Intersection.

FINANCIAL IMPACT:

The City has allocated $60,000 for the consultant's services at Council's approval on the August 21, 2024, meeting. If grant is awarded, a 20 percent match non-federal match is required. The City anticipates that the complexity of the intersection will necessitate a substantial grant request, potentially $2 million. Based on this expectation, the City may be responsible for up to $200,000 - $400,000 in matching funds. Should this be the case, additional financial commitments will be required to cover the matching funds and any further project phases. These funds will be sourced from Measure T, Local Transportation Funds (LTF), or General Fund monies.

ALTERNATIVES:

The City Council may:

- Deny the request to authorize the City Manager to sign the application.
- Provide alternative direction for proceeding with the grant application process.

ATTACHMENTS:

1. Resolution Authorizing City Manager to sign the RCE Grant Application

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS FOR THE RAILROAD CROSSING ELIMINATION (RCE) GRANT

WHEREAS, on July 10, 2024, the Federal Railroad Administration (FRA) of the U.S. Department of Transportation (DOT) issued a Notice of Funding Opportunity (NOFO) for eligible projects under the Railroad Crossing Elimination (RCE) Program, which has approximately $1.1 billion in available funding, including $38 million reserved for planning projects; and

WHEREAS, the RCE Program aims to fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods and

WHEREAS, the intersection of State Route 99, North Gateway Drive, Cleveland Avenue, Country Club Drive, and the Union Pacific Railroad line presents significant transportation challenges, including prolonged delays and safety concerns for drivers, pedestrians, cyclists; and

WHEREAS, the City of Madera is currently not in a position to resolve these challenges independently and seeks to apply for a Project Planning grant under the US Department of Transportation Federal Administration's RCE Program to identify potential solutions to remedy these challenges; and

WHEREAS, the Federal Railroad Administration has identified the RCE Program as a key initiative to improve safety and mobility at railroad grade crossings through funding for grade separation, crossing closures, track relocation, protective devices, and planning activities; and

WHEREAS, to apply for the RCE Program, the City needs to retain a consultant to prepare a grant application and provide a minimum 20 percent non-federal match for the grant; and

WHEREAS, the Madera City Council on August 21, 2024, approved a budget amendment to allocate $60,000 to retain a consultant to prepare the RCE grant application and provide a minimum 20 percent non-federal match for the grant; and

WHEREAS, the City will retain a consultant to prepare the grant application, which must be submitted by September 23, 2024, to be considered for funding; and

WHEREAS, the City of Madera desires to authorize the City Manager to execute documents related to the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera, California, as follows:

1. The above recitals are true and correct.

2. The City Manager is hereby authorized to execute documents related to the Railroad Crossing Elimination (RCE) Grant Program.

3. The City Council acknowledges that securing additional grants will be necessary to proceed to subsequent tasks (Task 2 and Task 3) under the RCE Program and that future funding opportunities should be explored to support these phases.

4. The City Council has considered alternatives, including not retaining a consultant, completing the grant application in-house, or postponing the application to a future grant cycle, and finds the proposed approach to be the most effective for addressing the transportation challenges at the intersection.

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Madera City Council Meeting
September 4, 2024 Agenda
Item: C-1

Madera Community College Agave Distillery Program

Recommendation: Informational item regarding the Madera Community College Agave Distillery Program. Discussion led by Madera Community College President Dr. Angel Reyna (Report by Arnoldo Rodriguez)

There is no written report for this item.

Madera City Council Meeting
September 4, 2024
Agenda Item: E-1

Select Recipients for the Proclamations in the Month of October

Recommendation: Request for Councils selection of a recipient for the Proclamation Recognizing Breast Cancer Awareness Month and the Proclamation Recognizing Domestic Violence Awareness Month (Report by Alicia Gonzales)

There is no written report for this item.

Madera City Council Meeting
September 4, 2024 Agenda
Item: E-2

Update on the City's Sidewalk Replacement Program

Recommendation: Informational item regarding the City's Sidewalk Replacement Program (Report by Ismael Hernandez)

There is no written report for this item.