

Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 6, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 832 7738 4335#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Sammie Neely, Mount Zion Baptist Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

- PRESENTATIONS:**
1. Proclamation Recognizing September 15, 2023 as the 200th Anniversary of Mexican Independence Day and Diplomatic Relations between the U.S. and Mexico
 2. Proclamation Recognizing Old Timers' Week
 3. LOVE Madera (Presentation by April Molina)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – August 16, 2023 and August 24, 2023

Recommendation: Approve the City Council Minutes of August 16, 2023 and August 24, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for August 5, 2023 to August 25, 2023 (Report by Michael Lima)

B-3 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-4 2023 Old Timers Day Parade and Booths in the Park Event Entries

Recommendation: Approve a Minute Order Authorizing the City Manager to Execute Documents Necessary for any City Entries in the Old Timers Day Parade and Related Booths in the Park Event Scheduled September 30, 2023 (Report by Alicia Gonzales)

B-5 Acceptance of a Grant Award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP)

Recommendation: Adopt Resolutions:

1. Accepting the Grant Award in the amount of \$125,000; and
2. Amending the City's 2023/24 Budget to Reflect Revenues and Expenditures Related to the Grant (Report by Dino Lawson)

B-6 Budget Amendment Relating to the Third Contract Extension with O&E Transportation for Litter Abatement in the Fresno River

Recommendation: Adopt a Resolution Approving a Budget Amendment to the Fiscal Year 2023/24 Operating Budget in the amount of \$100,000 for Fresno River Clean-up Efforts (Report by Dino Lawson)

B-7 Golf Course Advisory Committee Composition

Recommendation: Adopt a Resolution Establishing the Composition of the Golf Course Advisory Committee, Including Establishing Two-year Term Limits for the Service Organization Representative, Golfer/At-large Community Member and Non-Golfer/At-large Community Member (Report by Joe Hebert)

B-8 Groundwater Monitoring Wells at the Wastewater Treatment Plant, Project No. WWTP 20-01

Recommendation: Adopt a Resolution Approving Project Contingencies for the Groundwater Monitoring Wells - Wastewater Treatment Plant, Project No. WWTP 20-01 (Report by Keith Helmuth)

B-9 Piggyback Purchase Agreements for Fleet Division-Related Purchases

Recommendation: Adopt a Resolution Approving State of California Piggyback Agreements for the Purchase of a Chevrolet Blazer from Winner Chevrolet for an Estimated Amount of \$43,000 using Contract Number 1-22-23-23D, and Five Ford Pursuit Utility vehicles from Folsom Lake Ford for an Estimated Amount of \$365,000 using Contract Number 1-22-23-14C (Report by Mike Lima)

B-10 Informational item on the Implementation Progress of the Madera Transit Plan – Fixed Route System Revision

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

C. PUBLIC HEARINGS:

C-1 Rezone Property Located at 405 Vineyard Avenue (Rezone 2023-02)

Recommendation: The City of Madera Planning Commission recommends the City Council hold a public hearing, make the necessary findings, and take action as follow:

1. Adopt Findings of a Class 15 Categorical Exemption under California Environmental Quality Act (CEQA) Guidelines Section 15315 and Common Sense exemption set forth under CEQA Guidelines Section 15061(b)(3), and Waive Full Reading and Introduce an Ordinance of the City Council amending the official City of Madera Zoning Map Rezoning Approximately 0.3 acres at 405 Vineyard Avenue (APN 008-071-001) from a R2 (One unit for each 3,000 square feet of site area) zone district to a R1 (One unit for each 6,000 square feet of site area) zone district (Report by Will Tackett)

C-2 Public Hearing Regarding Annexation No. 1 (Madera Place Apartments) into Community Facilities District No. 2013-1 Under the Mello Roos Community Facilities Act of 1982 and Related Actions

Recommendation: That Council consider the following:

1. Hold the Public Hearing; and
2. Adopt a resolution of the City Council (Council) of the City of Madera authorizing Annexation of Territory (Annexation No. 1) to Community Facilities District No. 2013-1 (CFD 2013-1); authorizing the Levy of a

Special Tax; and Submitting the Levy of Tax to the Qualified Electors;
and

3. Conduct the Election of the Qualified Electors of Annexation No. 1; and
4. Adopt a Resolution of the Council of the City of Madera Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 1 to CFD 2013-1 (Public Services) (Report by Will Tackett)

C-3 Public Hearing to Consider Changes to the Master Fee Schedule for Planning Fees and a Technical Adjustment to Solid Waste Fees

- Recommendation:**
1. Conduct a Public Hearing to hear testimony regarding the proposed fee increases; and
 2. Adopt a Resolution Approving Proposed Increases in Planning Fees and Solid Waste Fees for Multi-Family Residential (Report by Mike Lima)

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

D-1 Agreement for On-Call Asphalt and Concrete Patching Services

- Recommendation:** Adopt a Resolution Approving an Agreement with Witbro, Inc. for On-call Asphalt and Concrete Patching Services for \$590,000 (Report by Ismael Hernandez)

E. ADMINISTRATIVE REPORTS:

E-1 Parks & Community Services Department FY 2023-24 Planned Improvement Projects

- Recommendation:** This report is submitted to provide the City Council an informational report on the status of the Parks & Community Services Department Planned Improvement Projects (Report by Joe Hebert)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

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

Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva

Employee Organizations: Madera Affiliated City Employees Association and Mid Management Employee Group

Unrepresented Employees: City Engineer and Information Services Manager

G-2 Conference with Legal Counsel – Anticipated Litigation

Deciding Whether to Initiate Litigation Pursuant to Paragraph 4 of Subdivision (d) of Government Code Section 54956.9

One Case

ADJOURNMENT:

UPCOMING MEETING DATES:

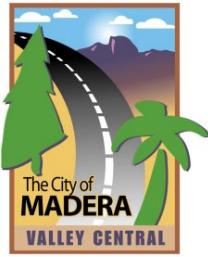
- Wednesday, October 4, 2023
- Wednesday, October 18, 2023

-
- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
 - The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
 - Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - 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 6, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 5:30 p.m. on August 31, 2023.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	08/24/2023s
Adopted:	09/06/2023

Minutes of a Special Meeting of the Madera City Council

**August 24, 2023
6:00 p.m.**

**Council Chambers
City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 882 7570 8725#. 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
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

Absent: Mayor Pro Tem Elsa Mejia, District 5
Councilmember Steve Montes, District 3

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin McCombs, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Planning Manager Gary Conte, Police Commander Giachino Chiaramonte, Public Works Director Ismael Hernandez, Deputy City Engineer Ellen Bitter, Senior Civil Engineer Steve Bettencourt, Administrative Analyst (Police Department) Sarah Sarquiz and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Mayor Garcia

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA WAS APPROVED BY A 5/0 VOTE. NOES: NONE. ABSENT: MAYOR PRO TEM MEJIA AND COUNCILMEMBER MONTES. ABSTAIN: NONE.

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

A. CONSENT CALENDAR:

Councilmember Rodriguez asked that Item A-1 be pulled for discussion.

A-1 Appropriations Limit (Gann Limit) for Fiscal Year 2023/2024

Recommendation: Adopt a Resolution establishing an Appropriations Limit for Fiscal Year 2023/2024 in the amount of \$57,164,973 (Report by Mike Lima)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM A-1 WAS APPROVED BY A 5/0 VOTE. NOES: NONE. ABSENT: MAYOR PRO TEM MEJIA AND COUNCILMEMBER MONTES. ABSTAIN: NONE.

RES 23-148 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE APPROPRIATIONS LIMIT FOR THE 2023/2024 FISCAL YEAR

B. PUBLIC HEARINGS:

B-1 Public Hearing and Consideration of a Resolution Adopting the City of Madera Budget and Capital Improvement Program for Fiscal Year 2023/24

Recommendation: Conduct a Public Hearing and Adopt the Resolution Approving the Operating Budget for Fiscal Year (FY) 2023/24, including the Five-Year Capital Improvement Program (CIP) (Report by Mike Lima)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, ITEM B-1 WAS APPROVED BY A 5/0 VOTE. NOES: NONE. ABSENT: MAYOR PRO TEM MEJIA AND COUNCILMEMBER MONTES. ABSTAIN: NONE.

RES 23-149 RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE BUDGET OF THE CITY OF MADERA FOR THE FISCAL YEAR JULY 1, 2023 THROUGH JUNE 30, 2024 IN THE AMOUNT OF \$196,388,539 AND THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

ADJOURNMENT: Meeting was adjourned at 6:55 p.m.

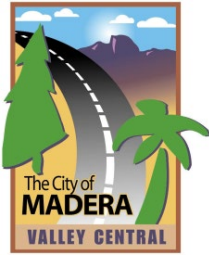
UPCOMING MEETING DATES:

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	08/16/2023
Adopted:	09/06/2023

Minutes of a Regular Meeting of the Madera City Council

August 16, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 845 0956 0758#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: Councilmember Anita Evans, District 4

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Police Commander Giachino Chiaramonte, Public Works Director Ismael Hernandez, Wastewater Treatment Plant Manager Gabriel Bostan, Senior Planner (Consultant) James Troyer, Administrative Analyst (P/W) Sergio Martinez Orozco and Communication Specialist Joseph Carrello.

INVOCATION: Joyce Dale, Representative for Senator Caballero

PLEDGE OF ALLEGIANCE: Joshua Babcock, Representative for Congressman Duarte

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold

the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Kirk Atamian mentioned his gratitude to Police Chief Dino Lawson as he retires from the City. He also mentioned the deteriorating state of the City and how the City is not business friendly when obtaining building permits, etc.

Raul Ramirez mentioned that he has been assaulted six (6) times by men that worked for three (3) businesses. He stated he called the Sheriff's office and the Police Department but they didn't follow-up with those men.

Latinos Madera Club thanked the Police Department for the support in the Safe Communities class where Police Officer Felix Gonzales addressed the community in Spanish where he highlighted the importance for communication with the community and the Police Department to achieve the security of the City of Madera. They thanked Police Chief Dino Lawson and presented him with a certificate for his service, support and dedication to the community.

Gilbert Felix, District Director for Assemblywoman Esmeralda Soria thanked the City for their support. He read a letter from Assemblywoman Soria which they will be sending to all the community members that have contacted them regarding the closure of Madera Community hospital. This item has been Assemblywoman Soria's number one priority since she was elected November 2022.

Abraham Arias of Roberts Avenue brought to Council's attention that drivers on his street speed. He has been advised that speedbumps are not allowed in Madera. He has put out signs for cars to slow down but they are ignored. He's been advised to contact the Police Department, so that there is a police presence in the area but he would like this issue studied as not a whole lot has been done to address it.

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

WRITTEN COMMUNICATIONS: None

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

INTRODUCTIONS: None

A. WORKSHOP:

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

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

B-1 Minutes – August 2, 2023

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

B-2 Informational Report on Register of Audited Demands

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

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

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

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

RES 23-139 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

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

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

RES 23-140 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL FOR A PERIOD OF 30 DAYS

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

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

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

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

RES 23-141 RESOLUTION AUTHORIZING THE FILING OF APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

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

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

RES 23-142 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

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

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

RES 23-143 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, AND PARK FEES RELATING TO THE OLD TIMERS PARADE FOR MADERA DOWNTOWN ASSOCIATION, MADERA SUNRISE ROTARY CLUB 587, IN THE AMOUNT OF \$3,143.00

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

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

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

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

RES 23-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT FOR THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE 2023-2024 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS

C. PUBLIC HEARINGS: None

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

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

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 23-145 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE THIRD AMENDMENT TO THE SERVICE PROVIDER AGREEMENT WITH O&E TRANSPORTATION LLC FOR ADDITIONAL SERVICES AT A COST OF \$100,000 AND AN EXTENSION OF THE TERM THROUGH MARCH 31, 2024

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

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 23-146 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING A NOTICE OF AWARD OF SOCIAL EQUITY CANNABIS BUSINESS PERMITS TO NEBRINA MADERA, LLC AND CALIFORNIA CANNOISSEUR, LLC

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

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 23-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AND MADERA UNIFIED SCHOOL DISTRICT FOR A TWO-YEAR CO-LOCATOR LEASE AGREEMENT

E. ADMINISTRATIVE REPORTS:

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

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM E-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

E-2 Direction Regarding Golf Course Advisory Committee Composition

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

ON MOTION BY MAYOR PRO TEM MEJIA AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM E-2 APPOINTING EDWARD MCINTYRE WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilwoman Gallegos had nothing to report.

Councilmember Montes had nothing to report.

Councilmember Rodriguez requested a future agenda item regarding using City revenues derived from tax dollars to form a down-payment assistance program for residents, or other retention strategies that will incentivize residents to stay in Madera. He asked Council to consider an RFP for a City-owned property on Yosemite Avenue, to lease the space for commercial use as a revenue source for the City. He asked that the RFP require that the applicants' business model align with the Downtown Specific Plan vision. He also mentioned the CalVans program that provides passenger vans for the agricultural community for transportation and work purposes.

Mayor Pro Tem Mejia commended Assemblywoman Esmeralda Soria for her advocacy for the citizens of Madera and for the 700+ backpacks that were given away during her Back-to-School event. She announced the "Save the Hospital" candlelight vigil at Madera Community Hospital that took place on Thursday, August 17th.

Councilmember Villegas had nothing to report.

Mayor Garcia mentioned the Backpack Giveaway held by the Office of Assemblywoman Soria that offered a multitude of services and resources to the students and families. He also attended the Lifetime Achievement Awards held by the Madera Chamber of Commerce, that honored community members who have made a significant impact in Madera. He mentioned the swearing-in ceremony for our newest Police Department officers and staff and the 33rd Annual Fresno/Madera Counties Police Chief's Association Citizens Awards Ceremony that recognized remarkable citizens who have demonstrated heroic acts and philanthropy in the community.

G. CLOSED SESSION: None

ADJOURNMENT: Meeting was adjourned at 9:25 p.m.

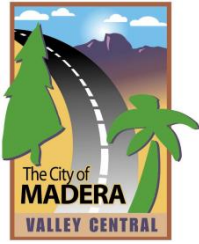
UPCOMING MEETING DATES:

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

ALICIA GONZALES, City Clerk

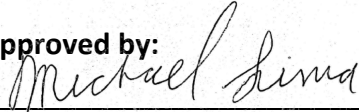
SANTOS GARCIA, Mayor

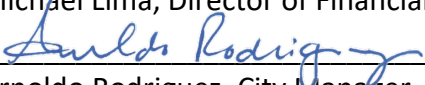
MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:


Michael Lima, Director of Financial Services


Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 5, 2023 to August 25, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 5, 2023 to August 25, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	37134 – 37313	\$1,380,034.75

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$658,222.51
<i>SDI</i>	EDD	\$2,170.53
<i>CalPERS Payment</i>	CalPERS	\$286,449.44

DISCUSSION:

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

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2023/2024 Continuing Resolution.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
September 6, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37134	08/11/2023	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	06/23 TRANSIT OPERATOR	\$ 81,887.29
37134	08/11/2023	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	06/23 TRANSIT OPERATOR	\$ 48,596.17
37135	08/11/2023	FINANCE	FINANCE	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: INTERIM FINANCE DIRECTOR	\$ 7,468.75
37136	08/11/2023	WATER QUALITY	WATER QUALITY CONTROL	RYAN PROCESS INC	BRINE & TANK GUARDS	\$ 12,043.05
37137	08/11/2023	CITY CLERK	FINANCE	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 7.63
37138	08/11/2023	PARKS ADMIN	PARKING DIST OPS	ELITE MAINT AND TREE SERVICE	07/23 DOWNTOWN MAINTENANCE GROUP 1	\$ 509.60
37138	08/11/2023	PARKS ADMIN	PARKS	ELITE MAINT AND TREE SERVICE	07/23 NON-MEDIAN MAINTENANCE GROUP 2	\$ 5,678.40
37138	08/11/2023	PARKS ADMIN	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	07/23 MEDIAN MAINTENANCE GROUP 3	\$ 12,560.80
37139	08/11/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 12,075.00
37140	08/11/2023	BUILDING	PLANNING	NASTICH LAW, APROFESSIONAL CORPORATION	CANNABIS APPEAL HEARING	\$ 2,620.00
37141	08/11/2023	SEWER OPS	SEWER OPS	MAVIRUS GROUP, LLC	RESTROOM TRAILER RENTAL	\$ 2,900.00
37142	08/11/2023	UB - WATER	UB - GARBAGE	SAFEGUARD BUSINESS SYSTEMS, INC.	UB CASH BAGS	\$ 52.32
37142	08/11/2023	UB - WATER	UB - SEWER	SAFEGUARD BUSINESS SYSTEMS, INC.	UB CASH BAGS	\$ 52.32
37142	08/11/2023	UB - WATER	UB - WATER	SAFEGUARD BUSINESS SYSTEMS, INC.	UB CASH BAGS	\$ 104.64
37143	08/11/2023	GRANTS	PROP 1B PTMISEA	QUEEN CITY MED MART, LLC	VEHICLE LIFTS	\$ 5,579.09
37144	08/11/2023	FINANCE	CENTRAL ADMIN	AT&T	07/23 CALNET 3 SVS 9391026406	\$ 22.94
37144	08/11/2023	FINANCE	FINANCE	AT&T	07/23 CALNET 3 SVS 9391026406	\$ 22.95
37144	08/11/2023	FINANCE	HR/RISK MGT	AT&T	07/23 CALNET 3 SVS 9391026400	\$ 24.49
37144	08/11/2023	FINANCE	PARKS	AT&T	07/23 CALNET 3 SVS 9391026412	\$ 158.34
37144	08/11/2023	FINANCE	PARKS ADMIN	AT&T	07/23 CALNET 3 SVS 9391031580	\$ 267.56
37144	08/11/2023	FINANCE	SEWER OPS	AT&T	07/23 CALNET 3 SVS 9391026410	\$ 47.44
37144	08/11/2023	FINANCE	SEWER OPS	AT&T	07/23 CALNET 3 SVS 9391031570	\$ 196.20
37144	08/11/2023	FINANCE	SR CITIZEN COMM	AT&T	07/23 CALNET 3 SVS 9391026415	\$ 63.15
37144	08/11/2023	FINANCE	WWTP	AT&T	07/23 CALNET 3 SVS 9391026417	\$ 35.15
37144	08/11/2023	FINANCE	WWTP	AT&T	07/23 CALNET 3 SVS 9391026405	\$ 24.49
37144	08/11/2023	FINANCE	PD OPS	AT&T	07/23 CALNET 3 SVS 9391026414	\$ 356.39
37144	08/11/2023	FINANCE	PD OPS	AT&T	07/23 CALNET 3 SVS 9391026409	\$ 24.90
37144	08/11/2023	FINANCE	PD OPS	AT&T	07/23 CALNET 3 SVS 9391020514	\$ 154.88
37145	08/11/2023	HR/RISK MGT	PD OPS	ADAMS, MARK	TUITION REIMBURSEMENT	\$ 459.00
37146	08/11/2023	PW ADMIN	AIRPORT CAPITAL PROJECTS	AGEE CONSTRUCTION CO.,INC	MADERA MUNICIPAL AIRPORT - DRAINAGE	\$ 247,250.21
37147	08/11/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE	\$ 121.00
37147	08/11/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	SERVICE FEE	\$ 9.50
37148	08/11/2023	HR/RISK MGT	COMPUTER MAINT	CDW GOVERNMENT, INC	SURFACE DOCKING STATIONS	\$ 4,569.02
37148	08/11/2023	HR/RISK MGT	COMPUTER MAINT	CDW GOVERNMENT, INC	VIRUS PROTECTION RENEWAL	\$ 5,310.00
37149	08/11/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 63.73
37149	08/11/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 18.86
37149	08/11/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 18.92
37149	08/11/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 135.45
37149	08/11/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 90.62

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37149	08/11/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 36.86
37149	08/11/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 126.49
37149	08/11/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 27.87
37149	08/11/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 99.59
37149	08/11/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 18.92
37149	08/11/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 36.86
37149	08/11/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 36.86
37149	08/11/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 45.79
37149	08/11/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 36.83
37149	08/11/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 45.48
37149	08/11/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 45.80
37149	08/11/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 54.77
37149	08/11/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 32.34
37149	08/11/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 36.83
37149	08/11/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 36.83
37149	08/11/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 30.11
37149	08/11/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 30.11
37149	08/11/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 59.25
37149	08/11/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 41.31
37149	08/11/2023	FINANCE	WATER QUALITY CONTROL	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 18.92
37149	08/11/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 27.87
37149	08/11/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 18.86
37149	08/11/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 07/23	\$ 27.87
37150	08/11/2023	FINANCE	COMPUTER MAINT	COMCAST	07/23 SVS 8155500320322006	\$ 92.88
37151	08/11/2023	HR/RISK MGT	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 547.00
37152	08/11/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	POSTAGE DEPOSIT ADJUSTMENT	\$ 140.25
37152	08/11/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	07/23 BILLING	\$ 2,466.33
37152	08/11/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	06/23 BILLING	\$ 2,466.67
37152	08/11/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	07/23 NEWSLETTER	\$ 339.09
37152	08/11/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	FINANCE - ENVELOPES	\$ 356.01
37152	08/11/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	POSTAGE DEPOSIT ADJUSTMENT	\$ 140.25
37152	08/11/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	07/23 BILLING	\$ 2,466.35
37152	08/11/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	06/23 BILLING	\$ 2,466.69
37152	08/11/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	07/23 NEWSLETTER	\$ 339.09
37152	08/11/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	FINANCE - ENVELOPES	\$ 356.01
37152	08/11/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	POSTAGE DEPOSIT ADJUSTMENT	\$ 280.50
37152	08/11/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	07/23 BILLING	\$ 4,932.69
37152	08/11/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	06/23 BILLING	\$ 4,933.37
37152	08/11/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	07/23 NEWSLETTER	\$ 678.19
37152	08/11/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	FINANCE - ENVELOPES	\$ 712.01
37153	08/11/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	\$ 36.00
37154	08/11/2023	FINANCE	PD OPS	MADERA COUNTY TREASURER	06/23 COUNTY'S PORTION OF PARKING PENALTIES PAID	\$ 417.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37155	08/11/2023	ENGINEERING	LTF - STREETS	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE AGREEMENT	\$ 3,842.96
37156	08/11/2023	PW ADMIN	WATER OPS	MADERA PUMPS, INC.	EMERGENCY REPAIRS - WELL 33	\$ 8,579.71
37157	08/11/2023	PARKS ADMIN	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	\$ 455.29
37158	08/11/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 4,116.03
37159	08/11/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 3819620697-3	\$ 127.00
37159	08/11/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 8126770647-1	\$ 303.90
37159	08/11/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/23 SERVICE 8307681856-2	\$ 453.97
37159	08/11/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	07/23 SERVICE 8307681856-2	\$ 519.52
37159	08/11/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	07/23 SERVICE 2000655655-7	\$ 3,150.28
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 5237156686-1	\$ 39.69
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 3642526071-2	\$ 55.18
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 8178280304-3	\$ 187.90
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 6690755760-8	\$ 105.39
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 1619119913-8	\$ 94.65
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 3499945233-6	\$ 109.31
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 3352588453-3	\$ 141.82
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 7928098441-4	\$ 51.78
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/23 SERVICE 7928098441-4	\$ 45.30
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 7928098441-4	\$ 40.42
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/23 SERVICE 7928098441-4	\$ 44.28
37159	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 7928098441-4	\$ 43.00
37159	08/11/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	08/23 SERVICE 2173157566-4	\$ 3,769.47
37159	08/11/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9172110863-6	\$ 27,190.20
37159	08/11/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9651992016-7	\$ 161.34
37160	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 7949615676-5	\$ 18.26
37160	08/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 4318089701-9	\$ 18.01
37160	08/11/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	07/23 SERVICE 1902328695-8	\$ 26.28
37160	08/11/2023	FINANCE	ZONE 34B ACTIVITIES	PACIFIC GAS & ELECTRIC	06/23 SERVICE 0443905948-8	\$ 11.49
37161	08/11/2023	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	06/23 CITATIONS	\$ 247.21
37161	08/11/2023	FINANCE	PARKING DIST OPS	PHOENIX GROUP INFO SYS	06/23 CITATIONS	\$ 54.26
37162	08/11/2023	HR/RISK MGT	HR/RISK MGT	SAUCEDA, MATTHEW	REIMBURSEMENT - MILEAGE & MEALS	\$ 229.50
37163	08/11/2023	ENGINEERING	WWTP	SPARKLETTES	DRINKING WATER ENGINEERING	\$ 119.90
37164	08/11/2023	ENGINEERING	MEAS T - RTP	TJKM TRANSPORTATION CONSULTANTS	PROFESSIONAL ENGINEERING SERVICES	\$ 9,531.25
37165	08/11/2023	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 304.51
37166	08/11/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	TREE MANAGEMENT AND MAINTENANCE SERVICES	\$ 4,500.00
37167	08/11/2023	PARKS ADMIN	AQUATICS PROGRM	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 240.00
37167	08/11/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 100.00
37168	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9897254	\$ 114.16
37169	08/11/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 554165	\$ 109.10
37170	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000893	\$ 161.72
37171	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9903251	\$ 239.39
37172	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925125	\$ 123.54

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37173	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924314	\$ 150.66
37174	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924874	\$ 134.23
37175	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 3751003	\$ 104.23
37176	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919916	\$ 137.94
37177	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9909988	\$ 243.99
37178	08/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8111009	\$ 130.75
37179	08/16/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 347.82
37179	08/16/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 347.82
37179	08/16/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 3,683.20
37179	08/16/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 3,683.20
37179	08/16/2023	PW ADMIN	CODE ENF	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 4,276.13
37179	08/16/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 7,099.08
37179	08/16/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 7,099.08
37179	08/16/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 2,529.09
37179	08/16/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 2,529.09
37179	08/16/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 219.87
37179	08/16/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 219.87
37179	08/16/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 526.23
37179	08/16/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 526.23
37179	08/16/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 679.37
37179	08/16/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 679.37
37179	08/16/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 679.37
37179	08/16/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 679.37
37179	08/16/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 219.87
37179	08/16/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 219.87
37179	08/16/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 219.87
37179	08/16/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 219.87
37179	08/16/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 439.76
37179	08/16/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 439.76
37179	08/16/2023	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 219.84
37179	08/16/2023	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 219.84
37179	08/16/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 979.48
37179	08/16/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 979.48
37179	08/16/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 589.52
37179	08/16/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 589.52
37179	08/16/2023	PW ADMIN	MADERA TRANSIT CENTER	SERVICEMASTER BY J&C BROWN	06/23 JANITORIAL SERVICES	\$ 1,757.30
37179	08/16/2023	PW ADMIN	MADERA TRANSIT CENTER	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 1,757.30
37179	08/16/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	08/23 JANITORIAL SERVICES	\$ 4,276.13
37180	08/16/2023	FLEET MAINT	STREETS	CALIFORNIA AIR RESOURCES BOARD	CARB PERMIT FEES	\$ 735.00
37181	08/16/2023	FACILITIES	COMM & REC	PRESTIGE CUSTOM GLASS	REPLACE FRONT DOOR - PARKS	\$ 4,037.76
37181	08/16/2023	FACILITIES	FLEET MAINT	PRESTIGE CUSTOM GLASS	REPLACE BROKEN WINDOW - FLEET	\$ 1,382.91
37182	08/16/2023	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL - CITY ATTORNEY	\$ 7.63

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37183	08/16/2023	FLEET MAINT	FLEET MAINT	ALTEC INDUSTRIES INC	ANNUAL INSPECTION	\$ 2,740.45
37184	08/16/2023	FACILITIES	FACILITIES MAINT	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - CITY HALL	\$ 1,121.42
37185	08/16/2023	UB - WATER	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 124.12
37185	08/16/2023	UB - WATER	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 127.64
37185	08/16/2023	UB - WATER	COMM & REC	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 513.84
37185	08/16/2023	UB - WATER	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 17.32
37185	08/16/2023	UB - WATER	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 93.04
37185	08/16/2023	UB - WATER	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 432.88
37185	08/16/2023	UB - WATER	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 612.16
37185	08/16/2023	UB - WATER	PARKS	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 688.28
37185	08/16/2023	UB - WATER	STREETS	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 1,082.10
37185	08/16/2023	UB - WATER	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 305.28
37185	08/16/2023	UB - WATER	UB - WATER	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 42.60
37185	08/16/2023	UB - WATER	WATER OPS	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 629.87
37185	08/16/2023	UB - WATER	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 190.96
37185	08/16/2023	UB - WATER	WWTP	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 652.23
37185	08/16/2023	UB - WATER	PD OPS	PRUDENTIAL OVERALL SUPPLY	07/23 UNIFORM SERVICES	\$ 127.40
37186	08/16/2023	PD OPS	PD OPS	EOSEN, LLC	PD - RIFLE BAGS	\$ 3,363.42
37187	08/16/2023	UB - WATER	UB - GARBAGE	SAFEGUARD BUSINESS SYSTEMS, INC.	ENDORSEMENT STAMPS	\$ 78.33
37187	08/16/2023	UB - WATER	UB - SEWER	SAFEGUARD BUSINESS SYSTEMS, INC.	ENDORSEMENT STAMPS	\$ 78.33
37187	08/16/2023	UB - WATER	UB - WATER	SAFEGUARD BUSINESS SYSTEMS, INC.	ENDORSEMENT STAMPS	\$ 156.66
37188	08/16/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 570.00
37188	08/16/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	\$ 561.00
37189	08/16/2023	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	\$ 113.50
37190	08/16/2023	PW ADMIN	SOLID WASTE	DATAPROSE, LLC	SPECIAL MAILER - SB1383	\$ 607.68
37190	08/16/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	08/23 NEWSLETTER	\$ 339.09
37190	08/16/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	08/23 NEWSLETTER	\$ 339.09
37190	08/16/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	08/23 NEWSLETTER	\$ 678.19
37191	08/16/2023	CITY CLERK	CITY CLERK	MADERA TRIBUNE	INTENT TO ADOPT ORDINANCE	\$ 188.50
37192	08/16/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 9,298.22
37193	08/16/2023	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37193	08/16/2023	PW ADMIN	FACILITIES MAINT	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37193	08/16/2023	PW ADMIN	FLEET MAINT	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37193	08/16/2023	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37193	08/16/2023	PW ADMIN	SEWER OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37193	08/16/2023	PW ADMIN	WATER OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37193	08/16/2023	PW ADMIN	WATER QUALITY CONTROL	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.48
37193	08/16/2023	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37193	08/16/2023	PW ADMIN	PURCHASING	PITNEY BOWES, INC.	POSTAGE FEES	\$ 27.45
37194	08/16/2023	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	\$ 9,411.26
37195	08/16/2023	PW ADMIN	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D4 - BOTWRIGHT JOHN	\$ 105.00
37196	08/16/2023	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 27,435.37

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37197	08/16/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,776.00
37198	08/16/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,303.50
37199	08/16/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,012.00
37200	08/16/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,676.00
37201	08/16/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37202	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	\$ 200.00
37203	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37204	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37205	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
37206	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	\$ 100.00
37207	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37208	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37209	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37210	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37211	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	\$ 100.00
37212	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37213	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37214	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - MCNALLY SHELTER	\$ 50.00
37215	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	\$ 100.00
37216	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37217	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	\$ 50.00
37218	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37219	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37220	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37221	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37222	08/16/2023	PARKS ADMIN	COMM & REC	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	\$ 985.00
37222	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	\$ 500.00
37222	08/16/2023	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	\$ 50.00
37223	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37224	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37225	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37226	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37227	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37228	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37229	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	\$ 100.00
37230	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37231	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37232	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
37233	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37234	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37235	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37236	08/16/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37237	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926031	\$ 218.18
37238	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926050	\$ 123.73
37239	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921415	\$ 128.84
37240	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9895780	\$ 209.45
37241	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9920964	\$ 102.47
37242	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922233	\$ 123.65
37243	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9892472	\$ 485.07
37244	08/16/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918702	\$ 125.10
37245	08/24/2023	GRANTS	CDBG PUBLIC SVC	PEQUENOS EMPRESARIOS	CBG FY 22/23 VIRTUAL PROGRAM - CHILD EDUCATION	\$ 1,018.88
37246	08/24/2023	PD OPS	PD OPS	HARRY D. WILSON INC.	BMW 6606 - MILEAGE SERVICE	\$ 232.51
37247	08/24/2023	PD OPS	PD OPS	5.11, INC	UNIFORM ACCESSORIES	\$ 75.85
37248	08/24/2023	GRANTS	AFFORDABLE HOUSING	TRILLIUM SOLUTIONS, INC.	CONSULTING SERVICES - RFP DEV & TECH	\$ 1,650.00
37249	08/24/2023	PD OPS	PD OPS	LEATHAM FAMILY, LLC	BADGE ORDER	\$ 323.96
37250	08/24/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	\$ 189.44
37251	08/24/2023	FIRE	FIRE	LUIS F FREITAS	HAND LETTERING	\$ 2,450.00
37252	08/24/2023	ENGINEERING	SEWER CAPITAL OUTLAY	RMA GEOSCIENCE, INC.	AVE 13 EMERGENCY REPAIR TESTING LAB	\$ 4,806.75
37253	08/24/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	\$ 368.00
37254	08/24/2023	PD OPS	PD OPS	RAMIREZ, PRISCILLA	PER DIEM - WLEL CONFERENCE 2023	\$ 185.00
37255	08/24/2023	PD OPS	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM - 23M-05097	\$ 1,000.00
37256	08/24/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 97.16
37256	08/24/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 102.29
37256	08/24/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 163.47
37256	08/24/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 316.48
37256	08/24/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 132.00
37256	08/24/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 113.54
37256	08/24/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 434.24
37256	08/24/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 275.66
37256	08/24/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 1,460.09
37256	08/24/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 1,376.33
37256	08/24/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 214.13
37256	08/24/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 239.20
37256	08/24/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 543.79
37256	08/24/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 135.71
37256	08/24/2023	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 91.47
37256	08/24/2023	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 189.79
37256	08/24/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 104.51
37256	08/24/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 37.74
37256	08/24/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 298.97
37256	08/24/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 481.89
37256	08/24/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 3,581.20
37256	08/24/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 2,571.75
37256	08/24/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 2,038.24

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37256	08/24/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 1,734.04
37256	08/24/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 753.80
37256	08/24/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 742.71
37256	08/24/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 2,115.09
37256	08/24/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 1,278.07
37256	08/24/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 3,084.66
37256	08/24/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 2,627.92
37256	08/24/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 2,806.59
37256	08/24/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 2,391.02
37256	08/24/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 1,500.16
37256	08/24/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 1,600.75
37256	08/24/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 475.87
37256	08/24/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 265.68
37256	08/24/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 132.83
37256	08/24/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 124.12
37256	08/24/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/16/23-07/31/23	\$ 8,036.94
37256	08/24/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/23/07/15/23	\$ 6,932.16
37256	08/24/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 07/01/23-07/15/23	\$ 1,098.16
37257	08/24/2023	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	\$ 7,500.00
37258	08/24/2023	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	\$ 300.00
37259	08/24/2023	ENGINEERING	SEWER CAPITAL OUTLAY	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SERVICES	\$ 38,132.61
37260	08/24/2023	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 72.81
37261	08/24/2023	PD OPS	PD OPS	VIDEGAIN, ALICIA	PER DIEM - WLLE CONFERENCE 2023	\$ 185.00
37262	08/24/2023	PD OPS	SUPP LAW ENF	EVANS FEED & LIVESTOCK SUPPLY, INC.	SUPPLIES FOR BUBBLES	\$ 327.44
37263	08/24/2023	BUILDING	BUILDING	JESUS VAZQUEZ	PER DIEM - CALBO EDUCATION WEEK	\$ 175.50
37264	08/24/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.008	\$ 767.00
37264	08/24/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.009	\$ 708.00
37264	08/24/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.002	\$ 413.00
37264	08/24/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.003	\$ 457.25
37264	08/24/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.010	\$ 649.00
37265	08/24/2023	FINANCE	FINANCE	HDL COREN & CONE	ACFR STATISTICAL PACKAGE	\$ 695.00
37266	08/24/2023	PW ADMIN	AIRPORT OPS	SERGIO MARTINEZ-OROSCO	PER DIEM - ACA 2023 FALL CONFERENCE	\$ 222.00
37267	08/24/2023	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	\$ 525.00
37268	08/24/2023	PD OPS	PD OPS	DINA SANTOS	PER DIEM - WLLE CONFERENCE 2023	\$ 185.00
37269	08/24/2023	BUILDING	BUILDING	RAFAEL MAGALLAN	PER DIEM - CALBO EDUCATION WEEK	\$ 487.79
37270	08/24/2023	PW ADMIN	WWTP	ANDRES MARTINEZ	REIMBURSEMENT - MOU GENERAL BARGAINING	\$ 2,400.00
37271	08/24/2023	FINANCE	AQUATICS PROGRM	AT&T	07/23 CALNET 3 SVS 9391026397	\$ 22.97
37271	08/24/2023	FINANCE	BUILDING	AT&T	07/23 CALNET 3 SVS 9391026407	\$ 24.52
37271	08/24/2023	FINANCE	BUILDING	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 18.59
37271	08/24/2023	FINANCE	BUILDING	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 27.63
37271	08/24/2023	FINANCE	BUILDING	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 59.56
37271	08/24/2023	FINANCE	CITY ATTORNEY	AT&T	07/23 CALNET 3 SVS 9391026388	\$ 48.62

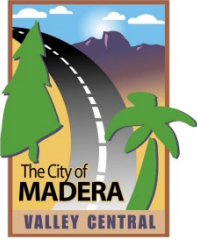
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37271	08/24/2023	FINANCE	CITY ATTORNEY	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 6.20
37271	08/24/2023	FINANCE	CITY ATTORNEY	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 7.88
37271	08/24/2023	FINANCE	CITY ATTORNEY	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 16.99
37271	08/24/2023	FINANCE	CITY CLERK	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 4.65
37271	08/24/2023	FINANCE	CITY CLERK	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 7.88
37271	08/24/2023	FINANCE	CITY CLERK	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 16.99
37271	08/24/2023	FINANCE	CODE ENF	AT&T	07/23 CALNET 3 SVS 9391026413	\$ 48.51
37271	08/24/2023	FINANCE	COMM & REC	AT&T	07/23 CALNET 3 SVS 9391026392	\$ 50.13
37271	08/24/2023	FINANCE	COMM & REC	AT&T	07/23 CALNET 3 SVS 9391026391	\$ 282.94
37271	08/24/2023	FINANCE	COMPUTER MAINT	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 4.65
37271	08/24/2023	FINANCE	COMPUTER MAINT	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 15.78
37271	08/24/2023	FINANCE	COMPUTER MAINT	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 34.03
37271	08/24/2023	FINANCE	ENGINEERING	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 35.62
37271	08/24/2023	FINANCE	ENGINEERING	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 55.26
37271	08/24/2023	FINANCE	ENGINEERING	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 119.13
37271	08/24/2023	FINANCE	FACILITIES MAINT	AT&T	07/23 CALNET 3 SVS 9391026394	\$ 26.48
37271	08/24/2023	FINANCE	FACILITIES MAINT	AT&T	07/23 CALNET 3 SVS 9391031564	\$ 13.66
37271	08/24/2023	FINANCE	FINANCE	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 23.23
37271	08/24/2023	FINANCE	FINANCE	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 43.41
37271	08/24/2023	FINANCE	FINANCE	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 93.59
37271	08/24/2023	FINANCE	FIRE	AT&T	07/23 CALNET 3 SVS 9391026402	\$ 24.52
37271	08/24/2023	FINANCE	FLEET MAINT	AT&T	07/23 CALNET 3 SVS 9391026394	\$ 17.68
37271	08/24/2023	FINANCE	FLEET MAINT	AT&T	07/23 CALNET 3 SVS 9391031564	\$ 9.11
37271	08/24/2023	FINANCE	GRANT OVERSIGHT	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 10.84
37271	08/24/2023	FINANCE	GRANT OVERSIGHT	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 15.78
37271	08/24/2023	FINANCE	GRANT OVERSIGHT	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 34.03
37271	08/24/2023	FINANCE	HR/RISK MGT	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 6.20
37271	08/24/2023	FINANCE	HR/RISK MGT	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 11.82
37271	08/24/2023	FINANCE	HR/RISK MGT	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 25.48
37271	08/24/2023	FINANCE	PLANNING	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 10.84
37271	08/24/2023	FINANCE	PLANNING	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 19.72
37271	08/24/2023	FINANCE	PLANNING	AT&T	07/23 CALNET 3 SVS 9391026390	\$ 42.52
37271	08/24/2023	FINANCE	STREETS	AT&T	07/23 CALNET 3 SVS 9391026394	\$ 44.17
37271	08/24/2023	FINANCE	STREETS	AT&T	07/23 CALNET 3 SVS 9391031564	\$ 22.78
37271	08/24/2023	FINANCE	SEWER OPS	AT&T	07/23 CALNET 3 SVS 9391026394	\$ 30.90
37271	08/24/2023	FINANCE	SEWER OPS	AT&T	07/23 CALNET 3 SVS 9391031564	\$ 15.94
37271	08/24/2023	FINANCE	SOLID WASTE	AT&T	07/23 CALNET 3 SVS 9391026394	\$ 35.32
37271	08/24/2023	FINANCE	SOLID WASTE	AT&T	07/23 CALNET 3 SVS 9391031564	\$ 18.25
37271	08/24/2023	FINANCE	SR CITIZEN COMM	AT&T	07/23 CALNET 3 SVS 9391026389	\$ 24.51
37271	08/24/2023	FINANCE	SR CITIZEN COMM	AT&T	07/23 CALNET 3 SVS 9391026395	\$ 24.51
37271	08/24/2023	FINANCE	UB - GARBAGE	AT&T	07/23 CALNET 3 SVS 9391031559	\$ 6.18
37271	08/24/2023	FINANCE	UB - GARBAGE	AT&T	07/23 CALNET 3 SVS 9391031577	\$ 12.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG		ISSUED TO	DESCRIPTION	AMOUNT
37271	08/24/2023	FINANCE	UB - GARBAGE	AT&T		07/23 CALNET 3 SVS 9391026390	\$ 27.64
37271	08/24/2023	FINANCE	UB - GARBAGE	AT&T		07/23 CALNET 3 SVS 9391026394	\$ 8.83
37271	08/24/2023	FINANCE	UB - GARBAGE	AT&T		07/23 CALNET 3 SVS 9391031564	\$ 4.55
37271	08/24/2023	FINANCE	UB - SEWER	AT&T		07/23 CALNET 3 SVS 9391031559	\$ 6.20
37271	08/24/2023	FINANCE	UB - SEWER	AT&T		07/23 CALNET 3 SVS 9391031577	\$ 12.82
37271	08/24/2023	FINANCE	UB - SEWER	AT&T		07/23 CALNET 3 SVS 9391026390	\$ 27.64
37271	08/24/2023	FINANCE	UB - SEWER	AT&T		07/23 CALNET 3 SVS 9391026394	\$ 8.83
37271	08/24/2023	FINANCE	UB - SEWER	AT&T		07/23 CALNET 3 SVS 9391031564	\$ 4.55
37271	08/24/2023	FINANCE	UB - WATER	AT&T		07/23 CALNET 3 SVS 9391026393	\$ 75.46
37271	08/24/2023	FINANCE	UB - WATER	AT&T		07/23 CALNET 3 SVS 9391031559	\$ 12.39
37271	08/24/2023	FINANCE	UB - WATER	AT&T		07/23 CALNET 3 SVS 9391031577	\$ 25.70
37271	08/24/2023	FINANCE	UB - WATER	AT&T		07/23 CALNET 3 SVS 9391026390	\$ 55.40
37271	08/24/2023	FINANCE	UB - WATER	AT&T		07/23 CALNET 3 SVS 9391026394	\$ 17.68
37271	08/24/2023	FINANCE	UB - WATER	AT&T		07/23 CALNET 3 SVS 9391031564	\$ 9.12
37271	08/24/2023	FINANCE	WATER OPS	AT&T		07/23 CALNET 3 SVS 9391026394	\$ 39.72
37271	08/24/2023	FINANCE	WATER OPS	AT&T		07/23 CALNET 3 SVS 9391031564	\$ 20.49
37271	08/24/2023	FINANCE	WATER QUALITY CONTROL	AT&T		07/23 CALNET 3 SVS 9391026394	\$ 17.68
37271	08/24/2023	FINANCE	WATER QUALITY CONTROL	AT&T		07/23 CALNET 3 SVS 9391031564	\$ 9.11
37271	08/24/2023	FINANCE	WWTP	AT&T		07/23 CALNET 3 SVS 9391026394	\$ 26.48
37271	08/24/2023	FINANCE	WWTP	AT&T		07/23 CALNET 3 SVS 9391031564	\$ 13.66
37271	08/24/2023	FINANCE	CITY MANAGER	AT&T		07/23 CALNET 3 SVS 9391031559	\$ 9.29
37271	08/24/2023	FINANCE	CITY MANAGER	AT&T		07/23 CALNET 3 SVS 9391031577	\$ 7.88
37271	08/24/2023	FINANCE	CITY MANAGER	AT&T		07/23 CALNET 3 SVS 9391026390	\$ 16.99
37271	08/24/2023	FINANCE	PURCHASING	AT&T		07/23 CALNET 3 SVS 9391026394	\$ 26.48
37271	08/24/2023	FINANCE	PURCHASING	AT&T		07/23 CALNET 3 SVS 9391031564	\$ 13.66
37271	08/24/2023	FINANCE	PD OPS	AT&T		07/23 CALNET 3 SVS 9391031561	\$ 154.88
37271	08/24/2023	FINANCE	PD OPS	AT&T		07/23 CALNET 3 SVS 9391026411	\$ 150.68
37271	08/24/2023	FINANCE	PD OPS	AT&T		07/23 CALNET 3 SVS 9391031579	\$ 262.83
37271	08/24/2023	PD OPS	PD OPS	AT&T		07/23 CALNET 3 SVS 9391064552	\$ 284.97
37272	08/24/2023	FINANCE	BUILDING	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 149.88
37272	08/24/2023	FINANCE	CITY CLERK	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 89.86
37272	08/24/2023	FINANCE	CITY COUNCIL	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 281.68
37272	08/24/2023	FINANCE	CODE ENF	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 44.93
37272	08/24/2023	FINANCE	COMPUTER MAINT	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 515.37
37272	08/24/2023	FINANCE	ENGINEERING	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 285.01
37272	08/24/2023	FINANCE	FACILITIES MAINT	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 793.99
37272	08/24/2023	FINANCE	FINANCE	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 185.09
37272	08/24/2023	FINANCE	FLEET MAINT	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 44.93
37272	08/24/2023	FINANCE	GRANT OVERSIGHT	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 94.89
37272	08/24/2023	FINANCE	HR/RISK MGT	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 90.20
37272	08/24/2023	FINANCE	PARKS	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 195.06
37272	08/24/2023	FINANCE	PLANNING	AT&T		07/23 FIRSTNET SVS 287302656036	\$ 44.93

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37272	08/24/2023	FINANCE	STREETS	AT&T	07/23 FIRSTNET SVS 287302656036	\$ 49.96
37272	08/24/2023	FINANCE	UB - GARBAGE	AT&T	07/23 FIRSTNET SVS 287302656036	\$ 11.23
37272	08/24/2023	FINANCE	UB - SEWER	AT&T	07/23 FIRSTNET SVS 287302656036	\$ 11.23
37272	08/24/2023	FINANCE	UB - WATER	AT&T	07/23 FIRSTNET SVS 287302656036	\$ 22.47
37272	08/24/2023	FINANCE	WWTP	AT&T	07/23 FIRSTNET SVS 287302656036	\$ 49.96
37272	08/24/2023	FINANCE	CITY MANAGER	AT&T	07/23 FIRSTNET SVS 287302656036	\$ 90.20
37272	08/24/2023	FINANCE	PD OPS	AT&T	07/23 FIRSTNET SVS 287302965625	\$ 5,599.03
37273	08/24/2023	PD OPS	PD OPS	ARNOLD, JOSIAH	PER DIEM - FBINAA CALIFORNIA STATE CONFERENCE	\$ 203.50
37274	08/24/2023	PW ADMIN	WATER OPS	BOTWRIGHT JR., JOHN D.	PER DIEM - APWA PUBLIC WORKS EXPO	\$ 333.00
37275	08/24/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 06/23	\$ 200.26
37275	08/24/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER OVERAGES	\$ 456.92
37276	08/24/2023	PD OPS	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - FBINAA CALIFORNIA STATE CONFERENCE	\$ 203.50
37276	08/24/2023	PD OPS	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - 2023 CHIEFS EXECUTIVE WORKSHOP	\$ 259.00
37277	08/24/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 08/04/2023 PAYROLL	\$ 911.08
37278	08/24/2023	HR/RISK MGT	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 528.20
37279	08/24/2023	BUILDING	BUILDING	COOK, DANIEL	PER DIEM - CALBO EDUCATION WEEK	\$ 175.50
37280	08/24/2023	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	EXAM - ADMIN ANALYST	\$ 1,195.25
37280	08/24/2023	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	EXAM - HR TECH	\$ 1,197.00
37280	08/24/2023	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	EXAM - BILINGUAL	\$ 1,164.50
37281	08/24/2023	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	\$ 70.00
37281	08/24/2023	GRANTS	MADERA TRANSIT CENTER	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	\$ 80.00
37282	08/24/2023	CITY ADMIN	PD OPS	LAWSON, DINO	PER DIEM - 2023 CHIEFS EXECUTIVE WORKSHOP	\$ 259.00
37283	08/24/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 07/16/23-07/31/23	\$ 19,520.00
37284	08/24/2023	PD OPS	PD OPS	FRESNO CITY COLLEGE	REGISTRATION FEE - POLICE ACADEMY	\$ 4,665.00
37285	08/24/2023	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	07/23 POWER SWEEPING	\$ 387.00
37285	08/24/2023	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	08/23 POWER SWEEPING	\$ 387.00
37285	08/24/2023	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	07/23 POWER SWEEPING	\$ 387.00
37285	08/24/2023	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	08/23 POWER SWEEPING	\$ 387.00
37286	08/24/2023	PARKS ADMIN	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	\$ 1,736.47
37287	08/24/2023	BUILDING	BUILDING	LIPPINCOTT, JOHN	PER DIEM - CALBO EDUCATION WEEK	\$ 175.50
37288	08/24/2023	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 7058851	\$ 200.00
37288	08/24/2023	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9926229	\$ 200.00
37288	08/24/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9920036	\$ 600.00
37288	08/24/2023	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9906434	\$ 113.98
37288	08/24/2023	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9895126	\$ 200.00
37288	08/24/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/23 UTILITY SERVICE - 3040421-500276	\$ 51.30
37288	08/24/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/23 UTILITY SERVICE - 3040431-500276	\$ 104.09
37288	08/24/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/23 UTILITY SERVICE - 3040441-500276	\$ 223.84
37289	08/24/2023	PARKS ADMIN	PARKS ADMIN	MADERA CHAMBER OF COMMERCE	LIFETIME ACHIEVEMENT AWARD DINNER	\$ 60.00
37290	08/24/2023	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 07/23	\$ 1,139.36
37290	08/24/2023	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 07/23	\$ 1,139.37
37291	08/24/2023	PD OPS	PD OPS	NORTHERN CALIFORNIA REGIONAL PUBLIC	SWAT TRAINING	\$ 2,000.00

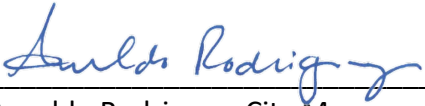
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37292	08/24/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 8.65
37292	08/24/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 57.27
37292	08/24/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 1,620.23
37292	08/24/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 365.56
37292	08/24/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 1715785853-5	\$ 2,273.06
37292	08/24/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 5225647713-5	\$ 14.29
37292	08/24/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 1598348280-1	\$ 63.24
37292	08/24/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 5207933925-6	\$ 53.89
37292	08/24/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9787342989-4	\$ 134.00
37292	08/24/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 6,081.75
37292	08/24/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 77.87
37292	08/24/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 75.84
37292	08/24/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 8675479583-8	\$ 46.89
37292	08/24/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 119.02
37292	08/24/2023	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 36.28
37292	08/24/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 25.26
37292	08/24/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 8.04
37292	08/24/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 135.12
37292	08/24/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 64,482.24
37292	08/24/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 46.41
37292	08/24/2023	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 9.86
37292	08/24/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 19.97
37292	08/24/2023	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	07/23 SERVICE 9920095153-3	\$ 5,271.72
37292	08/24/2023	FINANCE	ZONE 39 ACTIVITIES	PACIFIC GAS & ELECTRIC	07/23 SERVICE 6948316261-1	\$ 18.22
37293	08/24/2023	PD OPS	MEAS K - PD	PECK'S PRINTERY	PD - MISSION STATEMENTS	\$ 33.45
37293	08/24/2023	PD OPS	PD OPS	PECK'S PRINTERY	PD - CORRECTION NOTICES	\$ 1,244.71
37294	08/24/2023	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	\$ 9,411.26
37295	08/24/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 08/04/23 PAYROLL	\$ 25.00
37296	08/24/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 07/23	\$ 214.60
37297	08/24/2023	PD OPS	PD OPS	TRUKKI, MARK	PER DIEM - 2023 CHIEFS EXECUTIVE WORKSHOP	\$ 259.00
37298	08/24/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	TREE MANAGEMENT AND MAINTENANCE SERVICES	\$ 5,200.00
37299	08/24/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #16	\$ 1,700.00
37300	08/24/2023	FINANCE	AIRPORT OPER FUND	AR REFUNDS	DEPOSIT REFUND - OFFICE SPACE 1 & 2	\$ 175.00
37301	08/24/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #15	\$ 1,700.00
37302	08/24/2023	FINANCE	AIRPORT OPER FUND	AR REFUNDS	DEPOSIT REFUND - HANGAR 91	\$ 200.00
37303	08/24/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922177	\$ 221.12
37304	08/24/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 554165	\$ 46.76
37305	08/24/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9895528	\$ 54.34
37306	08/24/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000408	\$ 48.71
37307	08/24/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924839	\$ 189.76
37308	08/24/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9899519	\$ 50.00
37309	08/24/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9912963	\$ 109.13

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37310	08/24/2023	FINANCE	GENERAL FUND	OTP- UB REFUNDS	WRONG VENDOR PER COUNTY	\$ 179.28
37311	08/24/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9128021-502419	\$ 34.88
37312	08/24/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918845	\$ 280.43
37313	08/24/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	\$ 158.08
309	08/17/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	02/23 MONTHLY DUES	\$ 1,182.50
309	08/17/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	07/23 MONTHLY DUES	\$ 2,250.00
310	08/17/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/21/2023 PAYROLL	\$ 13,326.40
311	08/17/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/21/2023 PAYROLL	\$ 3,403.31
316	08/07/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/04/2023 PAYROLL	\$ 12,974.29
317	08/07/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/04/2023 PAYROLL	\$ 3,602.57
318	08/08/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	\$ 104.00
318	08/08/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 08/08/2023	\$ 1,860.97
319	08/15/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 08/15/2023	\$ 236.64
320	08/17/2023	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	09/23 BENEFIT PREMIUMS	\$ 923.00
320	08/17/2023	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	09/23 BENEFIT PREMIUMS	\$ 366,277.39
320	08/17/2023	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	09/23 BENEFIT PREMIUMS	\$ 923.00
321	08/21/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	08/23 MONTHLY DUES	\$ 2,295.00
322	08/21/2023	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	\$ 525.00
323	08/21/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/11/2023 PAYROLL	\$ 13,070.45
324	08/21/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/18/2023 PAYROLL	\$ 3,224.56
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 1,380,034.75



REPORT TO CITY COUNCIL

Approved by:


Arnaldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's City Attorney. This report captures June 2023 invoices received. Additionally, all invoices for Fiscal Year (FY) 2022/23 have now been received; therefore, this report also identifies the FY 2022/23 Year-End-Totals for advisory and litigation expenditures.

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

Billing Periods: June 2023

Matter	Charges	
	June 2023	FY 2022/2023 (Year-End-Totals)
General Legal Review/Advice	\$329.00	\$3,877.50
City Clerk	\$23.50	\$19,634.50
Attendance at Council Meetings & Requests for Information/Research	\$5,029.00	\$26,132.00

City Manager	\$0	\$2,538.00
Review and Advice on Agreements	\$1,316.00	\$24,976.00
Planning	\$4,042.00	\$48,809.50
Planning Commission	\$446.50	\$7,144.00
Finance	\$70.50	\$3,760.00
Successor Agency	\$0	\$0
Public Works/Engineering	\$2,021.00	\$30,550.00
Police Department - General	\$305.50	\$1,762.50
Economic Development	\$0	\$211.50
Personnel/Payroll	\$23.50	\$752.00
Municipal Code Enforcement/Updates	\$0	\$329.00
Ordinances	\$0	\$4,134.00
Cannabis	\$10,714.50	\$24,467.00
Total Advisory Services	\$24,321.00	\$199,077.50
Litigation Services		
Total Litigation Services	\$7,676.00	\$67,098.50
Discounted Hours	\$0	- (\$1,083.00)
Travel/Lodging Expenses	\$0	\$1,082.84
Shipping	\$0	\$43.75
Total Advisory & Litigation Services	\$31,997.00	\$266,219.59

FINANCIAL IMPACT:

For FY 2022/23, expenditures for invoices related to legal fees total \$266,219.59. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

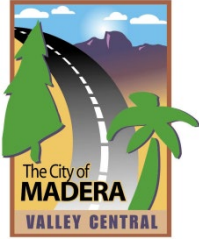
<i>Legal Invoices FY 2020/21 YTD</i>	
City Attorney Advisory Services	
Montoy Law Corporation	\$199,077.50
Litigation Services (Including discounted hours, travel & shipping)	
Montoy Law Corporation	\$67,142.09
Total City Attorney and Litigation Services YTD	\$266,219.59

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-4

SUBJECT:

2023 Old Timers Day Parade and Booths in the Park event entries

RECOMMENDATION:

Approve a Minute Order authorizing the City Manager to execute documents necessary for any City entries in the Old Timers Day Parade and related Booths in the Park event scheduled September 30, 2023

SUMMARY:

The City Council and various City departments have historically participated in the Old Timers Day Parade. For the Council or other City departments to participate in the parade event or booths in the park, applications, including hold harmless agreements, must be executed.

DISCUSSION:

The 2023 Madera Old Timers' Day Parade and Booths in the Park event will occur on Saturday, September 30, 2023. The parade is one of Madera's most historic and longest legacies. This marks the parade's 92nd year of the parade. The Council has historically participated in the event, as well as City departments. To participate, applications and hold harmless agreements must be executed on behalf of the City and submitted to event organizers. The requested action is to authorize the City Manager to execute any required documentation for these entries on behalf of the City.

Staff anticipates several entries, including Council, the Police, Fire, Public Works, and Parks Departments.

FINANCIAL IMPACT:

The parade and park events have various entry fees depending on the entry type. Cost ranges from \$40 to \$100 depending on the entry. Funds to pay for the entry fees would come from existing budgeted dollars; there is no request for additional appropriation of funds. Additional costs include staff for participation in the parade.

ALTERNATIVES:

The Council may direct staff not to participate in the parade.

ATTACHMENTS:

1. Parade Entry Form and Hold Harmless Agreement
2. Booths in the Park Application and Liability Release and Hold Harmless Agreement

Category of Entries (SELECT ONE)

(see parade rules #5 & #6)

Class: 1 Floats

- ☐ 1. Commercial
- ☐ 2. Youth Groups
- ☐ 3. Organizations

Class 2: Military Units

- ☐ 1. Drill Teams
- ☐ 2. Color Guard

Class 3: Bands

- ☐ 1. High School (over 1600 students)
- ☐ 2. High School (700-1599)
- ☐ 3. High School (100-699)
- ☐ 4. Junior High School

Class 4: Drill Teams (Non Military)

- ☐ 1. Auxiliary – Jr.
- ☐ 2. Auxiliary – Sr.

Class 5: Majorette/Drum Majors

- ☐ 1. Majorette, Peewee Group (3 or more)
- ☐ 2. Majorette, Single Junior
- ☐ 3. Majorette, Single Senior
- ☐ 4. Majorette, Jr. Group (3 or more)
- ☐ 5. Majorette, Sr. Group (3 or more)
- ☐ 6. Drum Major, Junior. High School
- ☐ 7. Drum Major, Senior High School

Class 6 Open Class

- ☐ 1. Future Horseman (ages 1 - 8)
Costume or Western
- ☐ 2. Junior Equestrian (ages 9 - 12)

Class 7: Divided Classes (Male & Female)

- ☐ 1. Mounted Group
- ☐ 2. Color Guard
- ☐ 3. Charro/Charra
- ☐ 4. Parade Horse or Pony
- ☐ 5. Charro/Charra Costume
- ☐ 6. Working Horse Western – Jr.
- ☐ 7. Working Horse Western – Sr.
- ☐ 8. Fancy Dressed Western – Jr.
- ☐ 9. Fancy Dressed Western – Sr.
- ☐ 10. Plain Western – Jr.
- ☐ 11. Plain Western – Sr.
- ☐ 12. Novelty – Fiesta (Jr. & Sr.)

Class 8: Hitch Classes

- ☐ 1. Horse
- ☐ 2. Pony
- ☐ 3. Mule

Class 9: Special Groups

- ☐ 1. Antique Auto
- ☐ 2. Antique Auto Group (3 or more)
- ☐ 3. Classic Auto
- ☐ 4. Classic Auto Group (3 or more)
- ☐ 5. Decorated Auto, Truck, Car, or Boat
- ☐ 6. Dune Buggy or 4-Wheel Drive
- ☐ 7. Comic
- ☐ 8. Street Rods
- ☐ 9. Motorcycle
- ☐ 10. Old Fire Trucks

Class 10: Youth Groups

- ☐ 1. Dance Group
- ☐ 2. Performing Gymnastics Group
- ☐ 3. Youth Comic
- ☐ 4. Scout Troops
- ☐ 5. Bike Group/Clubs
- ☐ 6. Cheer
- ☐ 7. Youth Activities-Other

Class 11: Non-Judged

- ☐ 1. Commercial
- ☐ 2. Political Individual/Group
- ☐ 3. Miscellaneous

Entry Fees:

Political	\$100.00
All Others	\$45.00
Late Fees (after 9/10/2021)	\$20.00
No Entry Fee for Bands	

Completed signed application and hold harmless agreement can be mailed or delivered to:

Old Timers' Day Parade
c/o Madera Chamber of Commerce
120 North E Street
Madera, CA 93638

Or email forms to: 559agent@gmail.com

Please make checks payable to:
Madera Downtown Association

PARADE RULES

1. Parade starts at 10:00 a.m. SHARP!
2. Forward motion at all times. Units will be penalized for delay.
3. Maintain approximately 50 ft. between units.
4. NO throwing or distributing of candy or objects to spectators.
5. Junior Units are age 13 and under. (circle)
6. Senior Units are age 14 and older. (circle)
7. Bands should play often along route.
8. Identification numbers are to be placed in view of the judges (facing north).
9. Entries involving vehicles or animals must maintain control of same at all time.
10. Entries may enter in only one category.
11. Only one trophy awarded per entry.
12. Children under the age of 6 may not enter unless accompanied by a person 18 years of age or older.
13. Parade officials reserve the right to discharge any parade participant...
14. All vehicles participating in parade must be insured for liability.

PARADE GOES ON RAIN OR SHINE!

AWARDS CEREMONY

After the parade, and upon judges final tallying of scores, the Awards Ceremony will be held after the parade, at Courthouse Park.

AWARDS

1st, 2nd & 3rd Place categories receive trophies.

Bands: In addition to 1st, 2nd, and 3rd place trophies, the school who places 1st Overall (band, aux., and drum major) will receive \$200.00

Equestrian: All will be judged by CAHA judge. The 1st Overall equestrian will receive \$150.00, 2nd Overall will receive \$100.00 and 3rd Overall will receive \$50.00. Trophies will be awarded for all equestrian entries.

Questions ??

Call: 559-474-9901

Email: 559agent@com



ENTRY FORM

2023 Old Timers' Day Parade
Saturday, September 30, 2023
Entries Close September 20, 2023

City of Madera

Organization Name

Arnoldo Rodriguez

Authorized Representative

Address 205 W. 4th Street

City Madera Zip 93637

Phone 559-661-5405

Email agonzales@madera.gov

of Participants _____ # of Vehicles _____

Entry Type _____
(ex: Semi-Trailer/Car/Truck/Horses/Float/Harley)

Approx. length of entry _____

Amount Enclosed \$ _____

My signature certifies the category of entry in which to be judged. In entering this event, I agree to accept the decision of the duly appointed judges. I have read and agree to abide by all rules and regulations of the event. I agree to release the Madera Downtown Association, Madera Sunrise Rotary, and all their associates affiliates with this event from any, and all, responsibility for loss, damage, and/or personal injury to any person or property from any participation in this event. I also confirm that this entry holds a current liability insurance policy to cover event participation.

Signature of Authorized Representative



2023 Old Timers Day Parade

HOLD HARMLESS AGREEMENT

In submitting this application, the Applicant (organization/group name) _____, and its agents and those assigned, agrees to release and hold harmless the, Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club, and their directors, members, employees, volunteers, and other representatives, and to promptly indemnify same, from and against any and all claims, actions, damages, liability of every typed and nature, including all costs and legal expenses incurred by the applicant or any other party, by reason of any activity arising under, or in connection with the applicant's participation in the Old Timers Day Parade including but not limited to loss of life, personal injury, and/or damage to property arising from, or out, of any occurrence, omission, or activity to such participation. In the event Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club shall be made a party to any litigation by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club harmless and shall pay all cost, expenses and attorney's fees incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your acceptance of this entry, I intend to be legally bound myself , my heirs, executors and administrators, waive and release any and all rights I may have against Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club, and all other associated sponsors, promoters, and agents for any and all injuries suffered by me in conjunction with/and or arising in and out of my traveling to, participate in, and returning from Old Timers Day Parade.

By signing this document, the applicant certifies that they have read, understand and will comply with the Old Timers Day Parade Rules and Regulations. The applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The applicant further agrees to hold harmless, the Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club and its designated representatives, volunteers and sponsors, for all claims, damages and liability arising from any injury associated with the parade in all manner.

THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED OR THE APPLICANT WILL NOT BE ADMITED TO THE PARADE.

I agree to the Hold Harmless Agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

Print Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT

Date _____



**The Madera Downtown Association & Madera Sunrise Rotary
2022 Old Timers' Day Parade
SATURDAY SEPTEMBER 24, 2023 AT 10:00 A.M.**

Entries due by September 20, 2023

Announcers Script Information

Please tell us a little about your entry, your past awards, and other parades you've been involved in. If your entry is a float, please tell us who built it, the name of your sponsors, etc. This information will be read by the parade announcer and will be used in the pre-parade publicity. Please limit your script to 50 words. We will edit your script if necessary.

Your entry will be final when all paperwork; entry form, hold harmless agreement, publicity information sheet, and payment has been submitted. After completion of parade application forms, please make a copy for your records.

Mail or deliver your completed entry form, with payment (Cash, Check, or Credit Card, to):

**Madera Old Timers' Day Parade c/o Madera Chamber of Commerce
120 N. E St. Madera, CA 93638
Or email forms to: 559agent@gmail.com**

--

**Please contact the parade organizer with any questions
at: 559agent@gmail.com or [\(559\) 474-9901](tel:(559)474-9901)**

2023 BOOTHS IN THE PARK | OLD TIMERS' DAY PARADE

Fields marked with an * are required

Event Name: 2023 Booths In The Park

Event Organizer: Madera Young Professionals (MYP)

Event Location: 210 W Yosemite Avenue, Madera, CA 93637 (Madera County Courthouse Park)

Event Date & Time: September 30, 2023 | 8:00 AM - 3:00 PM

Event Contact: Saim Mohammad | (559) 514-4516 | MaderaYoungPro@gmail.com

To Reserve A Booth Space, Please Complete All Fields Below

ATTENTION FOOD VENDORS: Please click here to download the Concessionaire Health Permit application.

Company Name *

Contact Name *

Contact Email *

Contact Phone *

Booth Space Type (Cash or Checks Only) *

1
2
3

of Spaces Needed *

1
2
3
4
5+

PLEASE COMPLETE ALL REQUIRED QUESTIONS BELOW

Question #1: What will you be selling? (If food or beverage, details of each product are required) *

Question #2: Does your booth require we provide you with electricity? *

☐ Yes

☐ No

If you answered "Yes" to Question #2, please explain your need.

Question #3: Will your booth be offering any free items or entertainment items for bye-passers? *

☐ Yes

☐ No

If you answered "Yes" to Question #3, please provide details for each item below.

Madera Young Professionals Liability Release and Hold Harmless Agreement

My signature below confirms that I, my business/organization, employees, and volunteers hereby release and hold the Madera Young Professionals, its board and volunteers harmless from any and all claims, suits, actions, damages, and causes of action that may arise on September 30th, 2023 at the Madera Courthouse Park during the Booths in the Park event. I agreed to reserve space at this event with the understanding that it is a public event with no enclosed perimeter and no dedicated security.

☐ **By checking this box, you agree to the terms and conditions set forth in the Madera Young Professionals Liability Release and Hold Harmless Agreement. ***

Date *

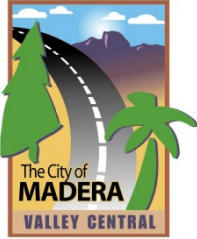
Organization Name: *

Representative Name: *

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature. *

Please Note the Following:

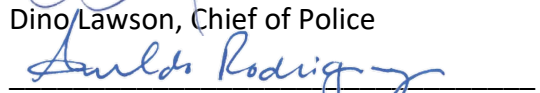
1. Each space size is 10 x 10, exceptions can be made for food vendors. Only cash or check payments will be accepted.
2. All checks must be made payable to **Madera Young Professionals**. Payments can be dropped off or mailed to **300 N. Gateway Drive, #100, Madera, CA 93637**. (The Salazar Group)
3. A Concessionaire Health Permit application must be completed by all applicants serving consumable items.
4. Non-Profits and Veterans may be eligible for health fee exemptions. (Please refer to health permit application for details)
5. Electrical outlets are inaccessible for most spaces. Spaces with electricity access will be prioritized for applicants serving consumable items.
6. All approved applicants will receive a site map validating their space location approximately two (2) weeks before the event.



REPORT TO CITY COUNCIL

Approved by:


Dino Lawson, Chief of Police


Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-5

SUBJECT:

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

RECOMMENDATION:

Adopt Resolutions:

1. Accepting the grant award in the amount of \$125,000.
2. Amending the City's 2023/24 Budget 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) \$125,000 to fund the anti-driving under the influence (DUI) program.

DISCUSSION:

The 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 \$125,000 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 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 \$105,000. 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 \$125,000 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 2023/24 Adopted Budget
 - A. Line-item breakdown of proposed budget amendments
3. Grant agreement from the Office of Traffic Safety

RESOLUTION NO. 23-_____

**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 \$125,000 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 \$125,000 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 \$125,000 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. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE
CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET**

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of \$125,000 from the State of California Office of Traffic Safety Selective Traffic Enforcement Program; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2023/2024 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 2023/24 BUDGET APPROPRIATION
FOR DUI ENFORCEMENT GRANT**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>OTS DUI ENFORCEMENT</u>					
4790	47900000	4458	DUI Enf & Awareness Grant		125,000
4790	47900000	5100	Salaries/Overtime	104,475	
4790	47900000	5304	Workers Comp	12,100	
4790	47900000	5305	Medicare ER	1,713	
		6518	Other Supplies	3,137	
		6530	Conference Training & Education	3,575	
TOTALS				125,000	125,000

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Madera	3. Grant Period From: 10/01/2023 To: 09/30/2024
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: \$125,000.00	
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: Arnolito 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: Anthony Forestiere TITLE: Financial Services Manager EMAIL: aforestiere1@madera.gov PHONE: (559) 661-5443 ADDRESS: 205 W Fourth 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 NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION 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		\$125,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$125,000.00
<i>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.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$125,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The Madera Police Department investigated 787 crashes in the 2022 calendar year; six of which were classified as fatal. Of those crashes, 127 were attributed to unsafe speed, 90 were attributed to DUI, 18 involved drivers failing to yield to pedestrians, 278 were attributed to right of way violations, 185 were attributed to unsafe turning. Our department needs to continue to reduce the number of crashes in our city in all areas DUI, Right of Way, Pedestrian, Speed, Turning.

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

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:

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 your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	Target Number 1
2. Participate and report data (as required) in the following campaigns; Quarter 1: 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: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
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.	5

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.	2
7. Send law enforcement personnel to SFST Instructor training.	1
8. 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
9. Conduct DUI Saturation Patrol operation(s).	14
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
12. 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
13. 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
14. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2
3. METHOD OF PROCEDURE A. Phase 1 – Program Preparation (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. <u>Media Requirements</u> 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 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. <u>Media Requirements</u> 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 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.

- 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 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 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 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 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 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 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 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 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 PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.

- Contact the OTS PIO or your OTS 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-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$72,000.00
402PT-24	20.600	State and Community Highway Safety	\$53,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-24	\$2,880.00	12	\$34,560.00
DUI Saturation Patrols	164AL-24	\$2,520.00	14	\$35,280.00
Traffic Enforcement	402PT-24	\$1,980.00	6	\$11,880.00
Distracted Driving	402PT-24	\$2,160.00	3	\$6,480.00
Pedestrian and Bicycle Enforcement	402PT-24	\$1,980.00	3	\$5,940.00
Traffic Safety Education	402PT-24	\$990.00	2	\$1,980.00
Street Racing and Sideshow Enforcement Operations	402PT-24	\$1,440.00	2	\$2,880.00
Category Sub-Total				\$99,000.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	\$3,840.00	1	\$3,840.00
				\$0.00
Category Sub-Total				\$3,840.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Changeable Message Sign Trailer with Radar	402PT-24	\$20,000.00	1	\$20,000.00
Category Sub-Total				\$20,000.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	\$2,160.00	1	\$2,160.00
Category Sub-Total				\$2,160.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$125,000.00

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.

Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns 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 (enter other known conferences or required events). 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

Changeable Message Sign Trailer with Radar - Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations.

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).

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 (c) 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)

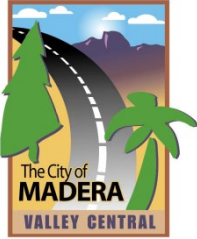
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

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:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-6

SUBJECT:

Budget amendment relating to the third contract extension with O&E Transportation for litter abatement in the Fresno River

RECOMMENDATION:

Adopt a Resolution approving a budget amendment to the Fiscal Year 2023/24 Operating Budget in the amount of \$100,000 for Fresno River clean-up efforts

SUMMARY:

The City Council (Council) approved a third amendment to the agreement with O&E Transportation (O&E) for \$100,000 at its August 16, 2023 meeting. The City approved the Fiscal Year (FY) 2023/24 Operating Budget during a special meeting held on August 24, 2023. Due to the proximity of this contract amendment to the budget's adoption, this expenditure was not included in the FY 2023/24 Adopted Budget. The requested action appropriates funds from the unassigned General Fund fund balance to cover the cost of the contract extension.

DISCUSSION:

During its meeting of August 16, 2023, Council approved an extension to the agreement with O&E for \$100,000 without a budget amendment. Typically, any new appropriation after the beginning of a fiscal year would include a budget amendment for Council's consideration. However, the City has been operating under a Continuing Resolution for its appropriations since the beginning of the fiscal year. This arrangement created a unique situation where the agreement amount was approaching its ceiling and needed to be extended, with or without a budget amendment, to continue utilizing O&E's services.

At a subsequent meeting held on August 24, 2023, Council adopted the Fiscal Year 2023/24 Operating Budget. This action allowed staff to return with the requested action to officially appropriate funds from the unassigned General Fund to cover the cost of the extension.

FINANCIAL IMPACT:

The City recently received confirmation from the state legislature of their intent to award the City \$300,000 for river clean-up efforts. Of these funds, \$100,000 will be appropriated to the Code Enforcement budget to continue services with O&E. Staff will return to Council once the State funds are received for direction on how to spend the remaining \$200,000.

ALTERNATIVES:

Council has approved the agreement extension creating limited alternatives to the requested action. Council may choose to deny the budget amendment, nullifying the approved extension, or they may request additional information.

ATTACHMENTS:

1. Resolution amending the Fiscal Year 2023-24 Adopted Budget
 - a. Exhibit 1: Budget amendment

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROPRIATING \$100,000 TO THE CITY OF MADERA FISCAL YEAR 2023-24
ADOPTED BUDGET FOR RIVER CLEAN-UP EFFORTS**

WHEREAS, the City of Madera has an adopted operating budget for Fiscal Year 2023/24;
and

WHEREAS, the City desires to amend the adopted budget to provide funds from to
continue river clean-up efforts in the Fresno River, costing a total of \$100,000; and

WHEREAS, the City has been given confirmation that it will receive \$300,000 from the
State legislature for continued litter abatement efforts; and

WHEREAS, an amendment to the adopted budget is required to appropriate funds as
the additional services were not anticipated during budget development and approval.

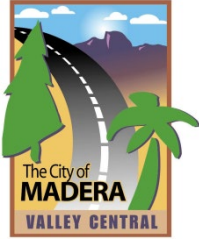
NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds,
determines, and orders as follows:

1. The above recitals are true and correct.
2. Funds shall be appropriated in the Fiscal Year 2023/24 operating budget in the amount of \$100,000 into the Code Enforcement City/River Trash account to fund additional Fresno River clean-up efforts.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 1**CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION
FOR O&E TRANSPORTATION AGREEMENT INCREASE**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>OTS DUI ENFORCEMENT</u>					
1020	10204400	4434	Grants		(100,000)
1020	10204400	6439	City / River Trash Abatement	100,000	
TOTALS				<u>100,000</u>	<u>(100,000)</u>



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-7

SUBJECT:

Golf Course Advisory Committee Composition

RECOMMENDATION:

Adopt a Resolution establishing the composition of the Golf Course Advisory Committee, including establishing two-year term limits for the Service Organization Representative, Golfer/At-large Community Member and Non-Golfer/At-large Community Member

SUMMARY:

During the June 21, 2023 City Council meeting, staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. The Ninth Amendment extended the term of the lease agreement and made various economic modifications. One of the new terms included the formation of a Golf Course Advisory Committee (Committee). After Council direction, the Committee will be comprised of a seven-member body with one member from City Council.

DISCUSSION:

Upon approval of the Ninth Amendment Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc., there was a need to establish the Golf Course Advisory Committee. As initially presented to Council on June 21, 2023, the report referenced the Committee as a six-member body. Upon Council suggestion and approval, a seventh Committee member position was to be added to the Committee composition, bringing the total Committee members to a seven-member body. The seventh member is to be a non-golfer at-large community member. Thus, bringing the final Committee composition as follows:

1. One City Council Member
2. Parks Director
3. SGM Representative
4. Service Organization Representative
5. Golfer/At-large Community Member
6. Food and Beverage Director/Representative
7. Non-Golfer/At-large Community Member

The final Committee appointments are to be mutually agreed upon by both parties; City Council and SGM Inc.

On July 19, 2023, Council appointed Councilmember Jose Rodriguez as the City Council designee to the Committee membership.

During the August 16, 2023, regular meeting of Council, staff sought direction to fill three vacancies for the Service Organization Representative, Non-Golfer/At-Large Community Member, and Golfer/At-Large Community Member. Staff also sought direction for terms of appointment for these three positions. Council approved the following actions:

- Appointment of Karla Gran (Madera Evening Lions Club) to the Service Organization Representative
- Appointment of Chito Romero to the Golfer/At-Large Community Member
- Appointment of Edward McIntyre to the Non-Golfer/At-Large Community Member
- Term of appointment of two years for these three positions
- The Madera Evening Lions Club and the Morning Rotary Club currently meet on a regular basis at the golf course, with the first two-year appointment for the Service Organization Representative to be from the Madera Evening Lions Club.
- Should additional service organization(s) regularly meet at the golf course, the service organization(s) shall be added to the rotational schedule for the Service Organization Representative.

Table 1: Committee Members		
Committee Member	Representing	Term of Appointment
1. Jose Rodriguez	City Council	Council Term
2. Joseph Hebert	Parks Director	Continual
3. Dan Bacci	SGM Representative	Continual
4. Karla Gran	Service Organization Representative	Two-years
5. Chito Romer	Golfer/At-Large Community Member	Two-years
6. Lisa Gill	Food and Beverage Director/Rep.	Continual
7. Edward McIntyre	Non-Golfer/At-Large Community Member	Two-years

FINANCIAL IMPACT:

There is no anticipated financial impact associated with the presentation of this report and Golf Course Advisory Committee members will not be compensated.

ALTERNATIVES:

Informational report.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 23- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
ESTABLISHING THE COMPOSITION OF THE GOLF COURSE ADVISORY
COMMITTEE, INCLUDING ESTABLISHING TWO-YEAR TERM LIMITS FOR
THE SERVICE ORGANIZATION REPRESENTATIVE, GOLFER/AT-LARGE
COMMUNITY MEMBER AND NON-GOLFER/AT-LARGE COMMUNITY
MEMBER**

WHEREAS, the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management and the City was approved on June 21, 2023; and

WHEREAS, the Ninth Amendment extended the term of the lease agreement and made various economic modifications; and

WHEREAS, one of the new terms included the formation of a Golf Course Advisory Committee (Committee); and

WHEREAS, the Committee is to be a seven-member body; and

WHEREAS, the first member will be a City Council member, with their term of appointment based on their Council term; and

WHEREAS, the second member will be the City of Madera Parks Director, appointed to a continual term; and

WHEREAS, the third member will be an SGM Representative, appointed by SGM, appointed to a continual term; and

WHEREAS, the fourth member will be a Service Organization Representative, appointed for a two-year term; and

WHEREAS, the fifth member will be a Golfer/At-Large Community Member, appointed for a two-year term; and

WHEREAS, the sixth will be a Food and Beverage Director/Representative, appointed to a continual term; and

WHEREAS, the seventh member will be a Non-Golfer/At-Large Community Member, appointed for a two-year term; and

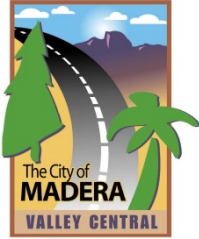
WHEREAS, the City Council now desires to make appointments of the same.

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

1. The above recitals are true and correct.
2. The City Council appoints the following to the Golf Course Advisory Committee for terms ending pertaining to their respective representation as follows:

Committee Member	Representing	Term of Appointment
1. Jose Rodriguez	City Council	Council Term
2. Joseph Hebert	Parks Director	Continual
3. Dan Bacci	SGM Representative	Continual
4. Karla Gran	Service Organization Representative	Two-years
5. Chito Romer	Golfer/At-Large Community Member	Two-years
6. Lisa Gill	Food and Beverage Director/Rep.	Continual
7. Edward McIntyre	Non-Golfer/At-Large Community Member	Two-years

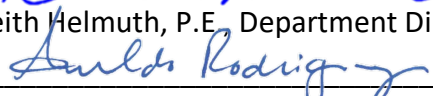
3. This Resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, P.E., Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-8

SUBJECT:

Groundwater Monitoring Wells at the Wastewater Treatment Plant, Project No. WWTP 20-01

RECOMMENDATION:

Adopt a Resolution Approving Project Contingencies for the Groundwater Monitoring Wells – Wastewater Treatment Plant, Project No. WWTP 20-01

SUMMARY:

The City Council (Council), at the April 6, 2022 meeting, awarded a contract to Maggiora Brothers Drilling Inc. (Contractor) for the Construction of Monitoring Wells at the Wastewater Treatment Plant Project. The original contract award with the Contractor did not include contingencies for unforeseen conditions necessary to complete the work. A 12 percent contingency allowance is requested to cover additional work items that were required and have already been completed. Funds for the increased construction contract costs are included in the project budget. This action is a formality for compliance with our payment policies requiring Council approval for any increased contract amounts.

DISCUSSION:

Council awarded the project to Contractor on April 6, 2022 and construction began on September 6, 2022. The scope of the project included the installation of four groundwater monitoring wells and abandonment of other wells in the vicinity of the Wastewater Treatment Plant as required by the State of California Regional Water Quality Control Board. A map of the well locations is provided in Attachment 1.

The Contractor's bid contained unit price items related to auger drilling, casing installation and backfill. The costs were based on the proposed well depth drilled and installed. Upon commencing drilling operations it was discovered that the actual depth to groundwater was 20 feet lower than anticipated. This was due to drought conditions, regional agriculture

groundwater extraction rates and yearly water depth fluctuations. In order to reach adequate groundwater depths for a serviceable well staff instructed the Contractor to drill all wells an additional 20-foot depth over the original contract requirements, which increased the cost of the work. The decision to drill deeper than anticipated needed to be addressed quickly. Stopping the work, remobilizing and redrilling at a later date would result in increased costs for the project. Moving the drill rig to another site would result in the abandonment of the uncased drill hole as the drill rig augers maintain the drill hole until the casing is installed. Delaying a timely response would result in increased costs for this work.

The Original contract amount was \$238,270 and the Change Order to increase the 20-ft well depth was \$27,253. This resulted in a Total Construction Contract Cost of \$261,253. See Table 1 for a summary of the contract costs.

Table 1: Project Summary		
<i>Original Contract Amount</i>	<i>Total Change Orders</i>	<i>Total Construction Contract Cost</i>
\$238,270.00	\$27,253.00	\$261,253.00

Typically, construction contracts are awarded with an allowance of 10 to 15 percent contingencies for unknown conditions. The total cost of the Change Order increased project costs approximately 11.4 percent, wherein no contingency was requested or approved per the original contract approval. It is recommended to allow for a contingency of 12 percent to complete the project.

All fieldwork for this project has been completed. No other work activities are necessary to complete this contract. In accordance with the City's purchasing policy a purchase order can not exceed the amount approved by Council, unless contingencies are included in the contract approval. Therefore, a resolution allowing for project contingency of 12 percent is required to make the final payments to the contractor.

FINANCIAL IMPACT:

Funding for the project was originally programmed in FY 2021/22 Capital Improvement Projects Budget under WWTP 20-01 and has carried forward to the current fiscal year.

ALTERNATIVES:

Should Council choose to deny the Project's request for a contract increase, staff would not be able to make final payments to the Contractor risking a potential claim.

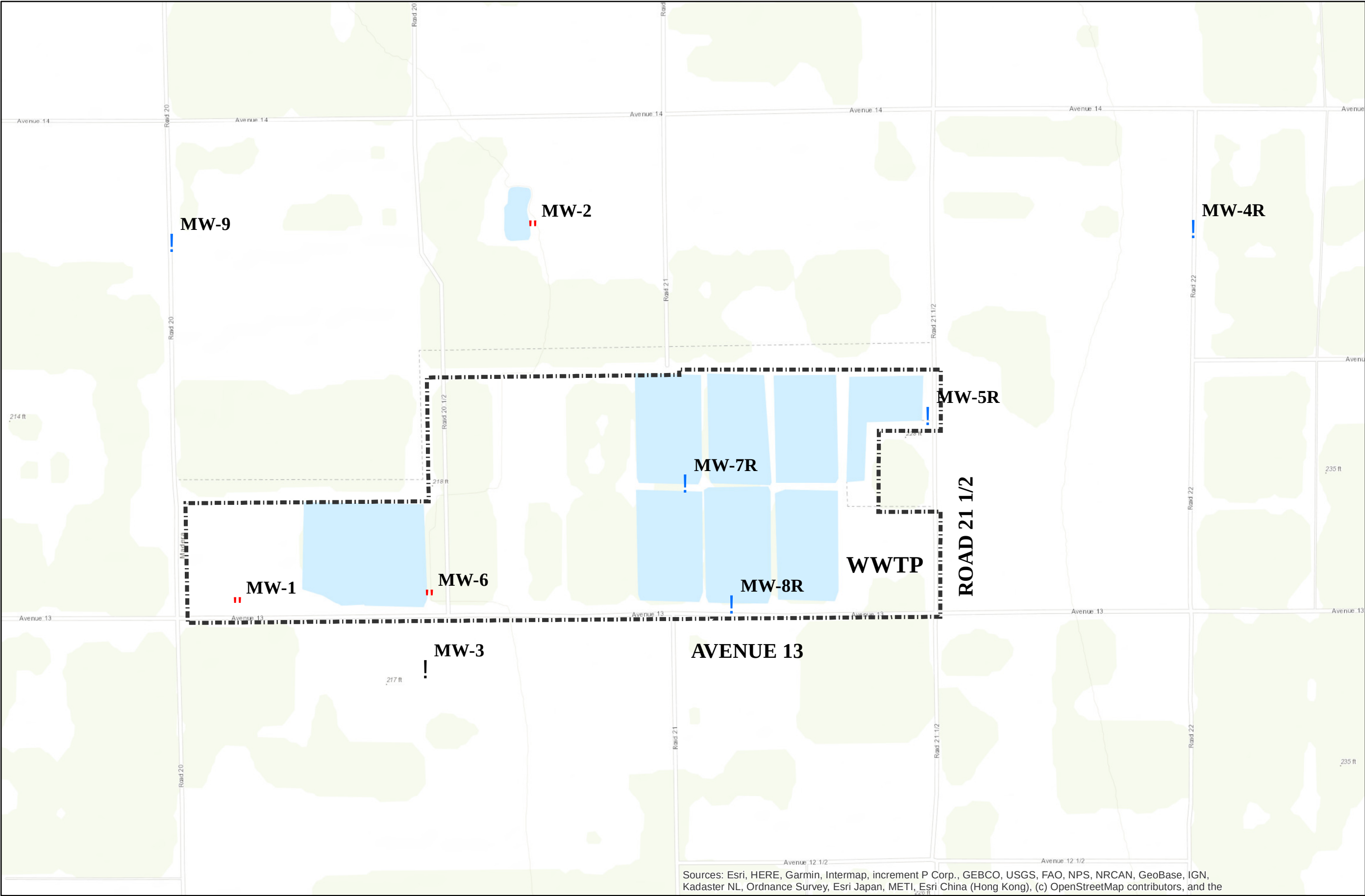
ATTACHMENTS:

1. Location Map
2. Resolution

Attachment 1

Location Map

WASTEWATER TREATMENT PLANT



ATTACHMENT 2

Resolution

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
AUTHORIZING CONSTRUCTION CONTRACT CONTINGENCIES FOR THE
CONTRACT WITH MAGGIORA BROTHERS DRILLING, INC. FOR THE
INSTALLATION OF GROUNDWATER MONITORING WELLS AT THE
WASTEWATER TREATMENT PLANT – WWTP 20-01**

WHEREAS, the City Council adopted Resolution 22-41 awarding a contract to Maggiora Brothers Drilling Co. on April 6, 2022 for the installation of four (4) Groundwater Monitoring Wells at the Wastewater Treatment Plant, Project No. WWTP 20-01 (Project); and

WHEREAS, unavoidable requirements encountered during construction have generated contract changes exceeding 11 percent construction costs; and

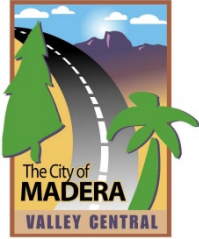
WHEREAS, the awarding resolution did not authorize construction contingencies; and

WHEREAS, funding for the construction contingencies is available in the Project Capital Improvement Program Budget.

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

1. The above recitals are true and correct.
2. The City Council authorizes Construction Contingencies of up to 12 percent as approved by the City Engineer.
3. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-9

SUBJECT:

Piggyback Purchase Agreements for Fleet Division-Related Purchases

RECOMMENDATION:

Adopt a Resolution approving State of California piggyback agreements for the purchase of a Chevrolet Blazer from Winner Chevrolet for an estimated amount of \$43,000 using contract number 1-22-23-23D, and five Ford Pursuit Utility vehicles from Folsom Lake Ford for an estimated amount of \$365,000 using contract number 1-22-23-14C

SUMMARY:

Staff recommends that the City utilize the piggyback process to purchase the above-stated vehicles. Funding was approved by Council in the Fiscal Year 2023/2024 budget as part of the Fleet replacement program, Org Unit 3070-1250.

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.

After reviewing the available purchase options for these purchases, staff determined that using piggyback purchase agreements between public agencies and various vendors represents the most advantageous purchasing strategy. Procuring the item above with a Request for Proposal (RFP) would require significant City resources. This strategy ensures the City receives excellent pricing with efficient use of staff time and resources.

The State of California Department of General Services (DGS) Procurement Division (PD) provides purchasing methods like piggybacking to meet the needs of California governmental entities, such as cities, empowered to expend public funds to utilize designated State contracts per Public Contract Code Section 10298.

Benefits include free access and usage of pre-negotiated, competed, ready-to-use contracts for products and services from reliable suppliers. Their contracts have been written and vetted using best practices by trained State procurement professionals in accordance with California procurement laws. Using their contracts allows the City to leverage the State's buying power, thereby lowering prices on high-value items purchased in large volume, such as fleet vehicles.

In this instance, staff recommends using piggyback purchase agreements between the State of California and Winner Chevrolet, and the State of California and Folsom Lake Ford to purchase a Chevrolet Blazer and five Ford Pursuit Utility vehicles, respectively. The Police Department will use these vehicles. The Blazer will be an administrative vehicle and Patrol will use the five Pursuit Utilities. The Blazer costs approximately \$43,000, while the five Ford Pursuit Utility vehicles are estimated at \$365,000. Funds for these purchases are included in the FY 2023/24 Adopted Budget in the Fleet Replacement Org Unit (3070-1250).

FINANCIAL IMPACT:

Purchases under the recommended cooperative purchase agreements will be made from Fleet capital expense funds. Sufficient appropriations are available for these purchases in the Fiscal Year 2023/24 budget.

ALTERNATIVES:

As an alternative, Council may direct staff to prepare an RFP to solicit quotes from vendors per item or issue an RFP per vehicle. 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 FOR I) PURCHASE FROM WINNER CHEVROLET FOR NEW
BLAZER IN THE ESTIMATED AMOUNT OF \$43,000; AND, II) PURCHASE
FROM FOLSOM LAKE FORD OF FIVE FORD PURSUIT UTILITY VEHICLES IN
THE ESTIMATED AMOUNT OF \$365,000,**

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 a 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 amended the City's Municipal Code, adding Title II Section 4 Purchasing Procedures; and

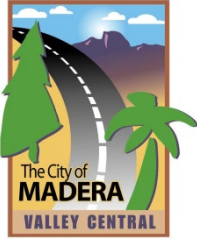
WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that piggyback purchases through the State of California best meet 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 Council approved Ordinance 996 C.S. amending the City's Municipal Code, adding Title II Section 4 Purchasing Procedures is appropriate.
3. The Council approves the State of California piggyback agreements for i) purchase from Winner Chevrolet of a Chevrolet Blazer in the estimated amount of \$43,000, ii) purchase from Folsom Lake Ford of five Ford Pursuit Utility vehicles in the estimated amount of \$365,000.
4. This Resolution shall take effect immediately upon its adoption.

* * *



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: B-10

SUBJECT:

Informational item on the implementation progress of the Madera Transit Plan – Fixed Route System Revision

RECOMMENDATION:

No action is being requested.

SUMMARY:

The Madera Transit Plan – Services Assessment (MTP) was designed to contribute to the 2014 Regional Transportation Plan (RTP) goals and the regional 2017 Active Transportation Plan (ATP). The MTP was implemented in two Phases to capture the complete design of the revised Madera Metro Fixed Route System.

Phase One of the MTP was the Services Assessment component. Phase Two of the MTP targeted Outreach and Network Implementation. The Network Implementation component of Phase Two focused on strategies and the development of resources to notify the community of the proposed changes to the Madera Metro Transit System.

Staff anticipated launching the new routes by August 2023. However, due to various challenges including supplies and procedural requirements, implementation of the new Fixed Route system has been delayed. Staff is working diligently on addressing these challenges in order to get the new routes operational as soon as possible.

DISCUSSION:

Since 2021, staff (with Council's approval) have been collaborating with WSP USA Inc. (Consultant) to develop and implement the MTP. Council approved two phases for the development of the MTP:

- On April 21, 2021, Council approved Phase One, the Services Assessment portion of the project. This phase included the following deliverables:
 - Madera Metro Service Design Guidelines
 - Madera Transit Plan

- On July 20, 2022, Council approved Phase Two, which was the Outreach and Network Implementation portion of the project. It included the following deliverables:
 - The development of new transit system maps
 - A revised Madera Metro brochure
 - Updated bus route schedules
 - Updated General Transit Feed Specification (GTFS) map data
 - New Bus Route Signage

Council adopted the Service Design Guidelines and the Madera Transit Plan on September 21, 2022. The Agreement for Services with the Consultant concluded on July 31, 2023.

The MTP was a comprehensive assessment of the Madera Metro transit system as it existed before the start of the assessment. As a result of the MTP, routes were revised to improve service to riders in the community. The revised Fixed Route System resulted in an increase in routes, new route names, and new route identifiers.

Specific changes to the revised Fixed Route System include:

- The removal of 46 bus stops.
- The addition of 64 bus stops.
- The addition of a fourth bus route.
- The changing of route names to include a number, color, and shape.

While the goal was to implement the newly designed routes in August 2023, staff has faced additional challenges in implementing the transition plan.

- The process of vetting the new bus stops along State Routes continues to be vetted.
- Upon receipt of the new signage, staff realized the signs were printed incorrectly. Staff are working with the vendor to update the signs.
- Staff recently determined that both anchored and surface poles should be utilized to install new poles. Staff must determine which bus stops require an anchored pole versus a surface pole.
- In May 2023, the Transit Manager departed from the City and the City recruited a new employee. The new Transit Manager required time to comb through the MTP to understand the transition process.

Staff are actively working with other City departments to ensure a smooth transition. However, staff must address these issues before moving forward in the implementation of the new Fixed Route System. Staff is working diligently on addressing these issues, so that the new routes can be operational as soon as possible.

FINANCIAL IMPACT:

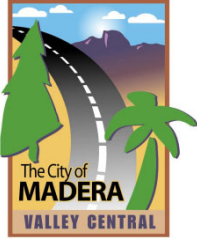
Transit expenses and personnel time is expended through Local Transportation Funds and other Transit-related grants, which are Federal, State, and Local Funds.

ALTERNATIVES:

No action is being requested.

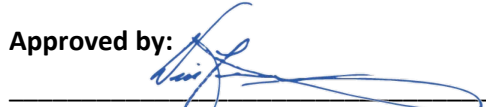
ATTACHMENTS:

None.



REPORT TO CITY COUNCIL

Approved by:


Will Tackett, Community Development Director


Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: C-1

SUBJECT:

Rezone property located at 405 Vineyard Avenue (REZ 2023-02)

RECOMMENDATION:

The Planning Commission staff recommends the City Council hold a public hearing, make the necessary findings, and take actions as follows:

1. Adopt Findings of a Class 15 Categorical Exemption under California Environmental Quality Act (CEQA) Guidelines Section 15315 and Common Sense exemption set forth under CEQA Guidelines Section 15061(b)(3), and waive full reading and introduce an Ordinance of the City Council amending the official City of Madera Zoning Map rezoning approximately 0.3 acres at 405 Vineyard Avenue (APN 008-071-001) from a R2 (One unit for each 3,000 square feet of site area) zone district to a R1 (One unit for each 6,000 square feet of site area) zone district.

SUMMARY:

The applicant, Michael Ray Sutherland, on behalf of the property owner, Carmina Maldonado, is proposing to subdivide a developed 0.30 acre (13,175 square feet) irregular shaped parcel into two parcels (TPM 2021-02) as well as acquire a setback variance (VAR 2023-02) to address the present non-compliant front yard setback associated with the existing residential dwelling on the property. No development or improvements in association with the division of the land is proposed. The subject site, 405 Vineyard Avenue, is an exterior (corner) lot positioned at the southeast corner of Vineyard Avenue and Clinton Street (refer to Attachment 1).

In addition, the applicant is proposing to rezone the subject site to conform with the site's General Plan land use designation – LD (Low Density Residential) (refer to Attachment 2). The applicant proposes to rezone the subject site from R2 (One unit for each 3,000 square feet of site area) zone district to a R1 (One unit for each 6,000 square feet of site area) zone district (REZ 2023-02) (refer to Exhibit A of Attachment 3).

The project proposal was reviewed and considered by the Planning Commission (Commission) at its meeting on April 11, 2023. At the meeting, the Commission heard from the applicant's representative who expressed acceptance to all project conditions of approval. No public comments were received at the

The project proposal was reviewed and considered by the Planning Commission (Commission) at its meeting on April 11, 2023. At the meeting, the Commission heard from the applicant's representative who expressed acceptance to all project conditions of approval. No public comments were received at the Commission hearing. The Commission found the proposed rezone to be in conformance with the General Plan and has adopted Resolution No. 1954 recommending adoption of a Class 15 Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15315 and approval of rezoning the subject site R1 (One unit for each 6,000 square feet of site area) (refer to Attachment 4).

A resolution adopting the Categorical Exemption and an ordinance approving rezoning the subject site R1 (One unit for each 6,000 square feet of site area) has been prepared for Council action consistent with the Planning Commission's recommendation (refer to Attachment 3).

DISCUSSION:

The subject site's current zone district of R2 (One unit for each 3,000 square feet of site area) is inconsistent with the site's General Plan Land Use designation of LD (Low Density Residential) pursuant to Table LU-A General Plan/Zoning Consistency of the Madera General Plan. The applicant is proposing a rezone to the R1 zone district consistent with the residential density designation of the City's General Plan Land Use designation. The proposed rezone will also ensure that all future proposed uses are subject to the development standards of the R1 (One unit for each 6,000 square feet of site area) zone district.

REZ 2023-02 is consistent with i) the General Plan goals and policies; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; and iii) the project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. The project is consistent with the General Plan goals and policies as further set forth in the attached ordinance. A rezone also provides support for the City's Land Use Core Principles and fosters comprehensive planning "to ensure individual projects are integrated with existing and future projects and considers the form and function of the surrounding area" (City of Madera General Plan, p. 8-7).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW:

A preliminary environmental assessment was prepared for this project in accordance with the requirements of CEQA. The Commission has recommended the City Council find and determine that TPM 2021-02 is categorically exempt under Section 15315 (Minor Land Division) as this action is the rezone and division of property in an urbanized area zoned residential into two parcels, in conformance with the City of Madera General Plan and Zoning Ordinance and REZ 2023-02 and VAR 2023-02 exempt under the Common Sense exemption set forth in CEQA Guidelines Section 15061(b)(3). All required services and utilities to the proposed parcels are available. The subject parcel has not been involved in the division of a larger parcel within the previous two years or has an average slope greater than 20 percent. Additionally, the rezone, subdivision of land and variance are intended to bring the property and its existing buildings and structures into conformance with the City's General Plan and property development standards. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

CONSISTENCY WITH THE GENERAL PLAN AND ZONING ORDINANCE:

The proposed rezone is consistent with the General Plan goals and policies, including Policy LU-32, which states zoning shall be consistent with General Plan land use designations. The rezone is consistent with the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience,

and general welfare. The proposed rezone will permit future development on the subject site at an intensity consistent with the General Plan and in accordance with the allowable uses and development standards of the R1 residential zone district.

FISCAL IMPACT:

The applicant paid Planning Department entitlement fees pursuant to the City's adopted Master Fee Schedule to offset the costs associated with processing REZ 2023-02, VAR 2023-02 and TPM 2021-02. Additional fees will be required in conjunction with any proposed or required on- or off-site improvements in association with the proposed subdivision or future development. improvement plans and building plan check and permitting.

PUBLIC NOTICE:

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within at least a 300-foot radius of the subject property.

ALTERNATIVES:

The Council could consider alternatives other than the Planning Commission and staff's recommendation for approval of the rezone ordinance. Those include:

1. Denial of the request for rezone. Should the requests be denied, the project site would remain with the current zoning district and Commission approval of VAR 2023-02 and TPM 2021-02 would be suspended.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Aerial Vicinity Map
2. General Plan Land Use Map
3. City Council Ordinance for Rezone
Exhibit A – Existing and Proposed Zoning Districts
4. Planning Commission Resolution No. 1954

ATTACHMENT 1
Aerial Vicinity Map

ATTACHMENT 1
AERIAL VICINITY MAP



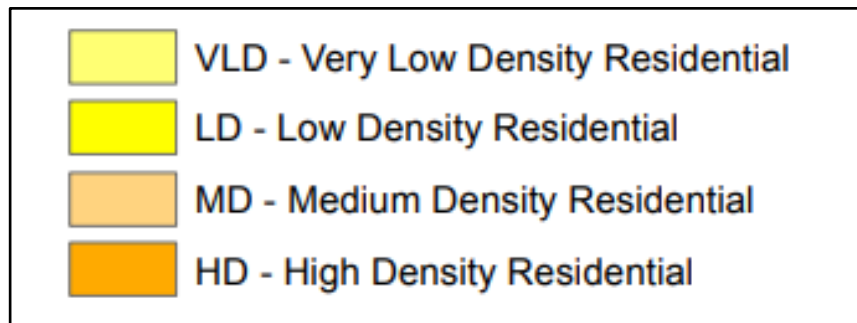
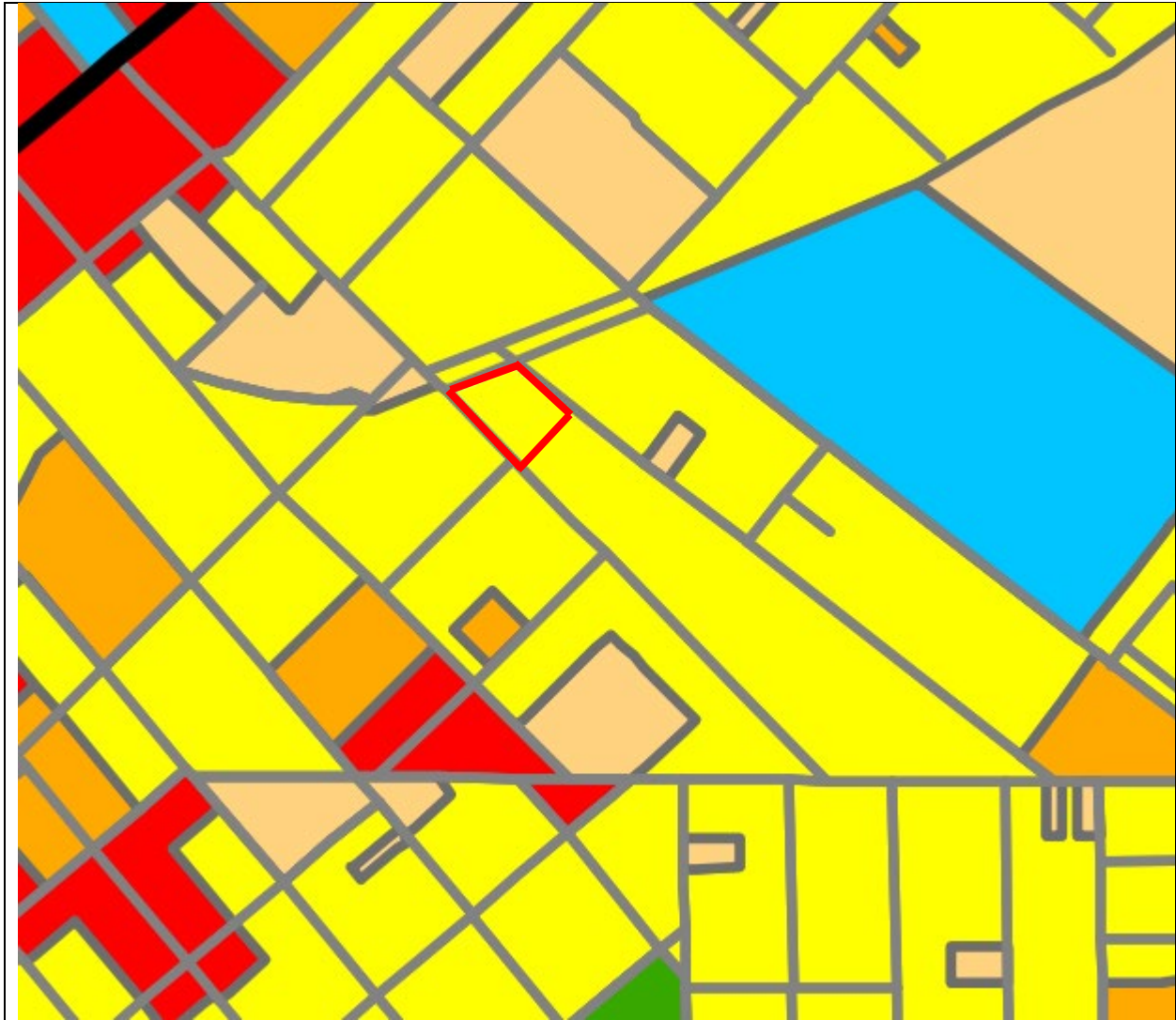
Project Site



North

ATTACHMENT 2
General Plan Land Use Map

ATTACHMENT 2
GENERAL PLAN LAND USE MAP



 Project Site

ATTACHMENT 3
City Council Ordinance for Rezone
(Including: Exhibit A – Existing and Proposed Zoning Districts)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE
OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.3
ACRES OF PROPERTY LOCATED AT 405 VINEYARD AVENUE (APN: 008-071-001)
FROM THE R2 (ONE UNIT FOR EACH 3,000 SQUARE FEET OF SITE AREA) TO THE
R1 (ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT**

WHEREAS, Carmina Maldonado (“Owner”) owns a developed 13,175 square foot (0.3 acre) parcel located at 405 Vineyard Drive (APN: 008-071-001) in Madera, California (“site”); and

WHEREAS, the site is located on the eastside of Vineyard Avenue at the southeast corner of Clinton Street and Vineyard Avenue and is inside the City limits of the City of Madera (City); and

WHEREAS, Michael Sutherland, on behalf of the Owner has submitted an application to the City requesting a rezone (REZ 2023-02) and setback variance (VAR 2023-02), and approval to subdivide the site into two (2) parcels of 7,167 square feet (sf) (Parcel 1) and 6,008 sf (Parcel 2) (TPM 2021-02) (collectively the “project”); and

WHEREAS, REZ 2023-02 would rezone the site from the current R2 (One unit for each 3,000 square feet of site area) zone district to a R1 (One unit for each 6,000 square feet of site area) zone district; and

WHEREAS, pursuant to Policy LU-32 of the City of Madera General Plan zoning shall be consistent with General Plan land use designations; and

WHEREAS, the site’s General Plan Land Use designation is LD – Low Density Residential; and

WHEREAS, the R1 (One unit for each 6,000 square feet of site area) zone district is consistent with the LD – Low Density Residential land use designation; and

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

WHEREAS, the TPM 2021-02 has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) Guidelines, Section 15315 (Minor Land Division) and REZ 2023-02 and VAR 2023-02 has been determined to be exempt under the common sense exemption under CEQA Guidelines, 15061(b)(3); and

WHEREAS, the proposed rezone will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, the Planning Commission (Commission) received and reviewed application REZ 2021-02 at a duly noticed meeting on April 11, 2023, wherein the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after its hearing, the Commission adopted Resolution No. 1954 recommending to the City Council of the City of Madera (Council) the approval of REZ 2023-02 as conditioned; and

WHEREAS, concurrently with the consideration of REZ 2021-02, the Commission approved Variance Permit 2023-02 (VAR 2023-02), and Tentative Parcel Map 2021-02 (TPM 2021-02) and submitted said approvals to Council; and

WHEREAS, conditional approval of VAR 2023-02 and TPM 2021-02 by the Commission are contingent to Council approval of REZ 2023-02; and

WHEREAS, under the City's Municipal Code, the Council is authorized to review and approve rezones on behalf of the City; and

WHEREAS, the City provided notice of the Council hearing as required by law; and

WHEREAS, the Council received and independently reviewed REZ 2023-02 at a duly notice meeting on September 6, 2023; and

WHEREAS, at the September 6, 2023 Council hearing, the public was provided an opportunity to comment, and evidence, both written and oral, received regarding the Project was considered by the Council; and

WHEREAS, after due consideration of the item before it, the Council now desires to adopt a Finding of a Class 15 Categorical Exemption for the proposed tentative parcel map (TPM 2021-02) and a Common Sense exemption set forth in CEQA Guidelines Section 15061(b)(3) for the proposed variance (VAR 2023-02) and REZON (REZ 2021-02) ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

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

SECTION 2. Public Hearing. The City Council received the submittals from the Planning Commission and held a duly noticed public hearing on September 6, 2023 on the rezoning of the Site as shown in Exhibit "A."

SECTION 3. CEQA. The City Council finds and determines that TPM 2021-02 is exempt under Section 15315 (Minor Land Use Division) of the State CEQA Guidelines as this action is the division of property in an urbanized area zoned for residential use into two parcels which is in conformance with the City of Madera General Plan and Zoning Ordinance and REZ 2023-02 and VAR 2023-02 exempt under the Common Sense exemption set forth under Section 15061(b)(3) of the CEQA Guidelines. All services and access to the proposed parcels are available. Nor has the subject parcel been involved in the division of a larger parcel within the previous two (2) years or has an average slope greater than 20 percent. Furthermore, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

SECTION 4. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds REZ 2023-02 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

1. The proposed Rezone will provide the required consistency between the General Plan and zoning in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan.
2. The Rezone is not expected to be detrimental to the health, safety, peace, comfort, or general welfare of the neighborhood or the City.

SECTION 5. Approval of REZ 2023-02. The City Council hereby approves REZ 2023-02 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the hereto attached Exhibit “A” which indicates the segment of the City of Madera Zoning Map to be amended.

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

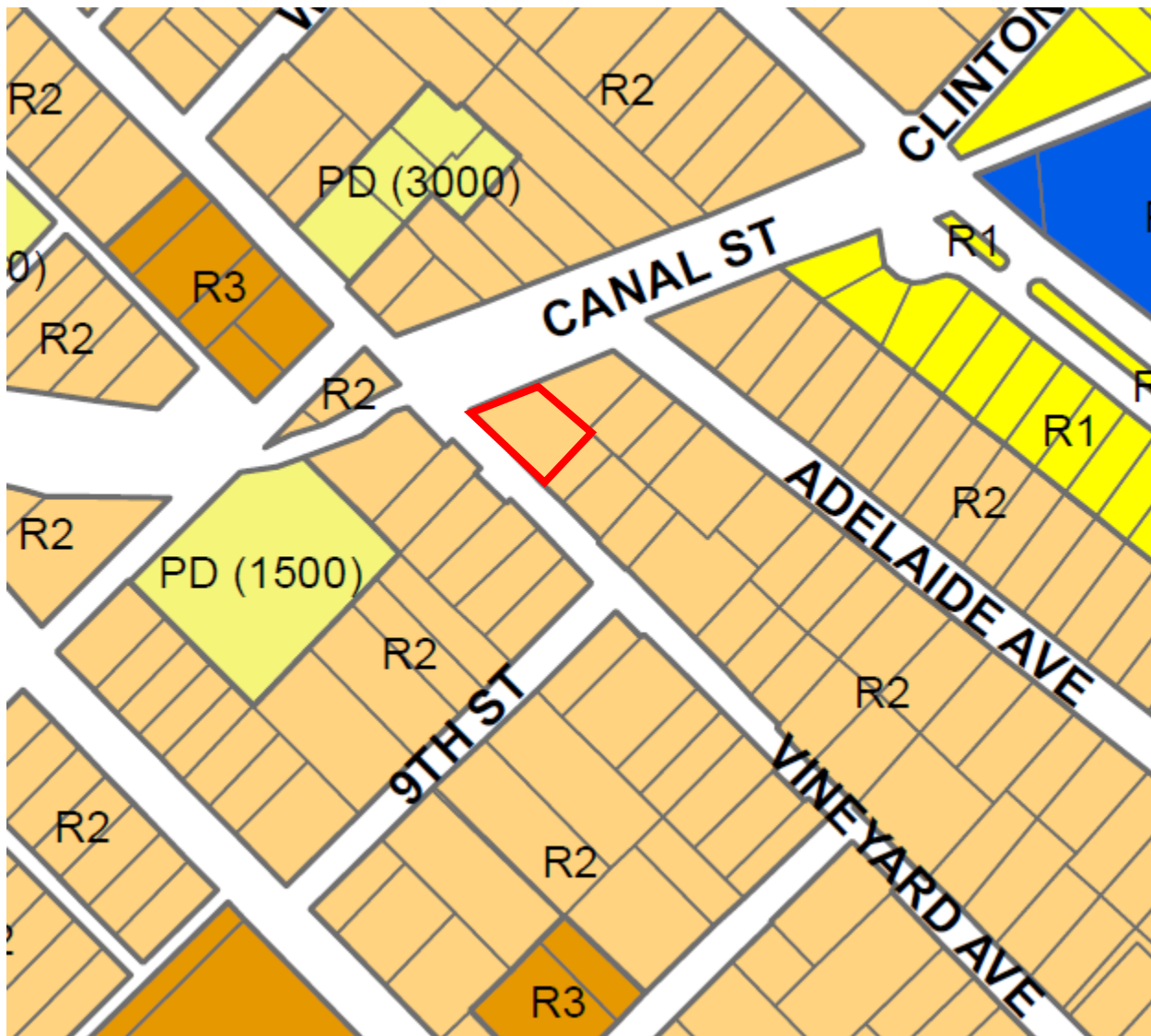
SECTION 7. Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

SECTION 8. Effective Date of Rezone. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

* * * * *

Exhibit “A” – Rezone District Maps

EXHIBIT A
EXISTING ZONING DISTRICTS

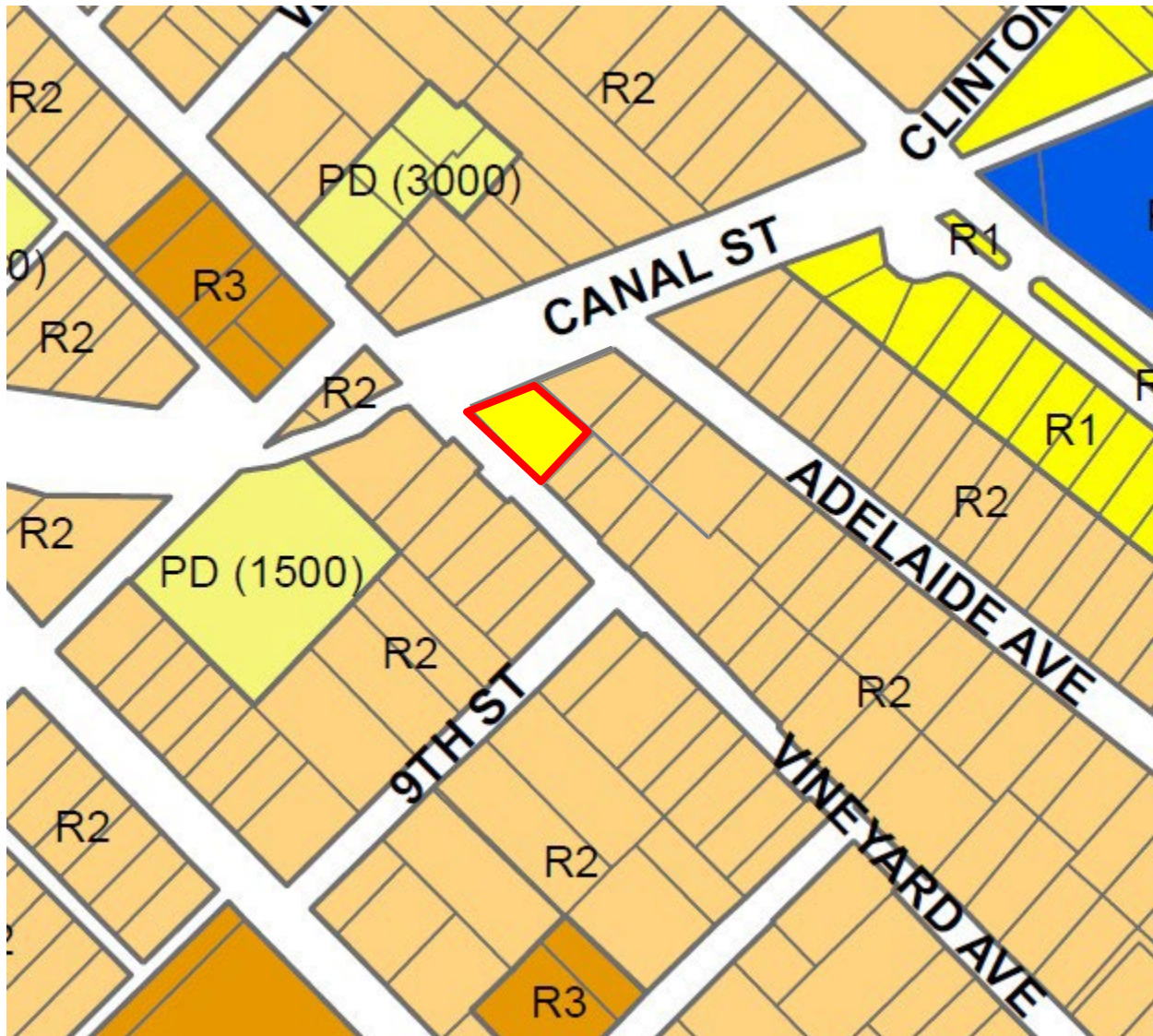


Zone Districts

Residential Districts

-  RA - (One unit per each 12,000 square feet)
-  R1 - (One unit per each 6,000 square feet)
-  R2 - (One unit per each 3,000 square feet)
-  R3 - (One unit per each 1,800 square feet)

EXHIBIT A
PROPOSED ZONING DISTRICTS



-  RA - (One unit per each 12,000 square feet)
-  R1 - (One unit per each 6,000 square feet)
-  R2 - (One unit per each 3,000 square feet)
-  R3 - (One unit per each 1,800 square feet)

ATTACHMENT 4
Planning Commission Resolution No. 1954

RESOLUTION NO. 1954

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA
RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF
A FINDING OF CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT SECTION 15315 (MINOR LAND DIVISION) AND
APPROVE REZONE (REZ 2023-02) (405 VINEYARD AVENUE PROJECT)**

WHEREAS, Michael Sutherland, on behalf of the property owner, Carmina Maldonado, submitted an application for a rezone (REZ 2023-02), setback variance (VAR 2023-02), and approval to subdivide a developed 13,175 square foot parcel located at 405 Vineyard Avenue (APN 008-071-001) into two (2) parcels of 7,167 square feet (sf) (Parcel 1) and 6,008 sf (Parcel 2) (TPM 2021-02) (collectively "Project"); and

WHEREAS, the site is located on the eastside of Vineyard Avenue at the southeast corner of Clinton Street and Vineyard Avenue and is inside the City limits of the City of Madera (City); and

WHEREAS, City staff have done a preliminary environmental assessment of the Project, and the Project would be qualified for a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines, Section 15315 (Minor Land Divisions); and

WHEREAS, under the City's Municipal Code and State Planning and Zoning Law, the Planning Commission (Commission) is authorized to review and approve variances, tentative parcel maps, and review and make recommendations to the City Council (Council) for rezones and environmental assessments for projects on behalf of the City; and

WHEREAS, the City provided notice of the Commission hearing on REZ 2023-02 as required by law; and

WHEREAS, the Commission received and independently reviewed REZ 2023-02 concurrently with VAR 2023-02 and TPM 2021-02 at a duly noticed meeting on April 11, 2023; and

WHEREAS, at the April 11, 2023, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, received regarding the Project was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending to the Council to adopt a resolution adopting a Categorical Exemption for the Project pursuant to CEQA and recommend approving REZ 2023-02.

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

1. Recitals: The above recitals are true and correct and are incorporated herein.
2. CEQA Recommendation: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Commission recommends the Council find and determines that the project is categorical exempt under Section 15315 (Minor Land Divisions) of the State CEQA Guidelines because the project is a rezone and division of property in an urbanized area zoned residential into two parcels, in conformance with the City

of Madera General Plan and Zoning Ordinance and all services to the proposed parcels are available. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

3. Recommendation of City Council Approval of REZ 2023-02: The Commission finds, and recommends the Council find, that REZ 2023-02, rezoning the parcel at 405 Vineyard Avenue (Assessor Parcel Number (APN) 008-071-001) from R2 (One unit for each 3,000 square feet of site area) to R1 (One unit for each 6,000 square feet of site area) as shown in Exhibit "A" is consistent with the General Plan goals, policies and objectives, and with the General Plan Land Use Plan. The Commission further recommends that the Council find that REZ 2023-02: i) is consistent with the General Plan goals and policies, including Policy LU-32, which states "zoning shall be consistent with General Plan land use designations; and ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience, and general welfare.

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

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 11th day of April 2023, by the following vote:

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

NOES: None

ABSTENTIONS: None

ABSENT: None


Robert Gran Jr.
Planning Commission Chairperson

Attest:

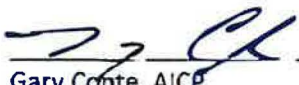
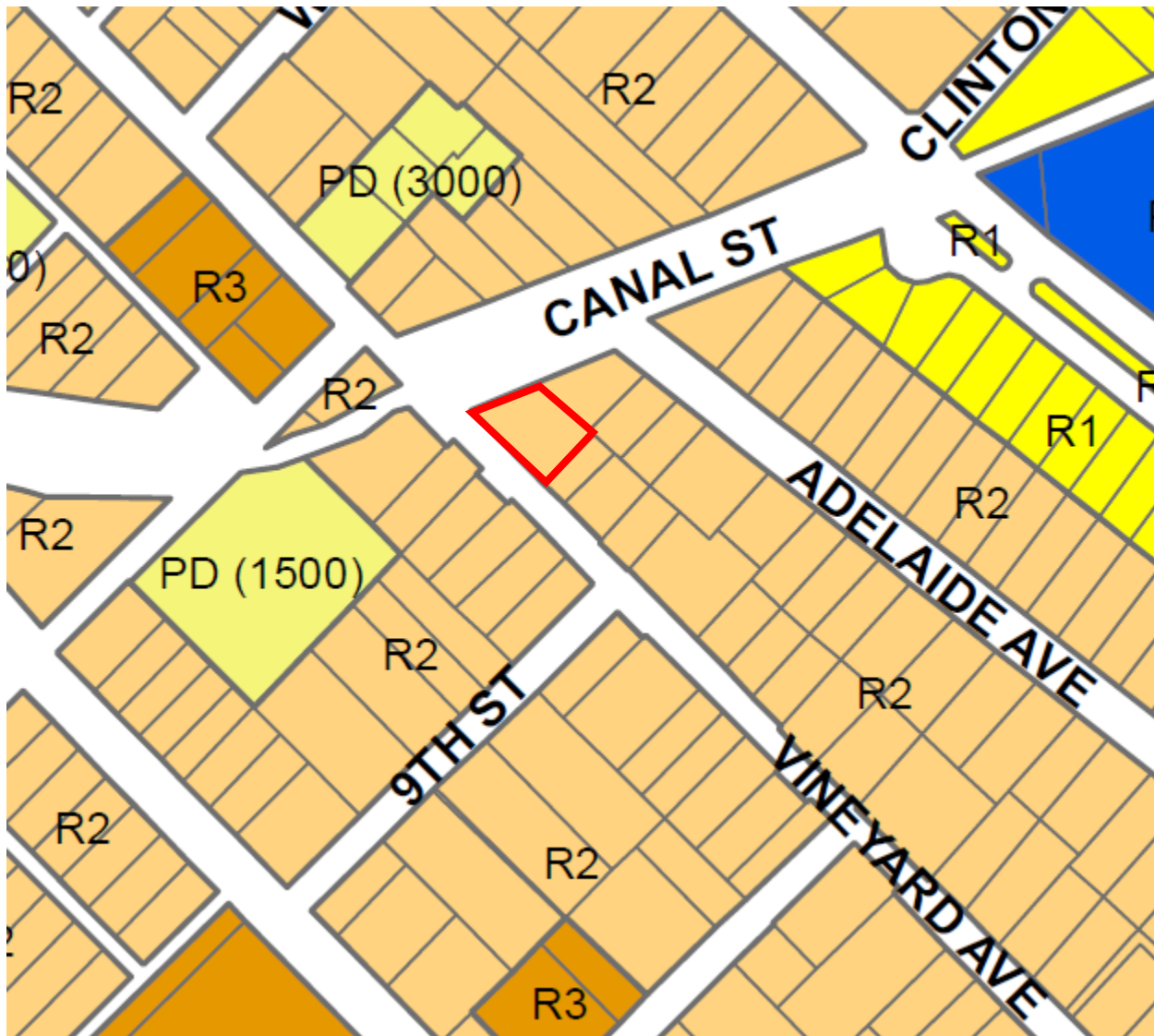

Gary Conte, AICP
Planning Manager

Exhibit "A": Zone District Map (Existing and Propose)

EXISTING ZONING DISTRICTS

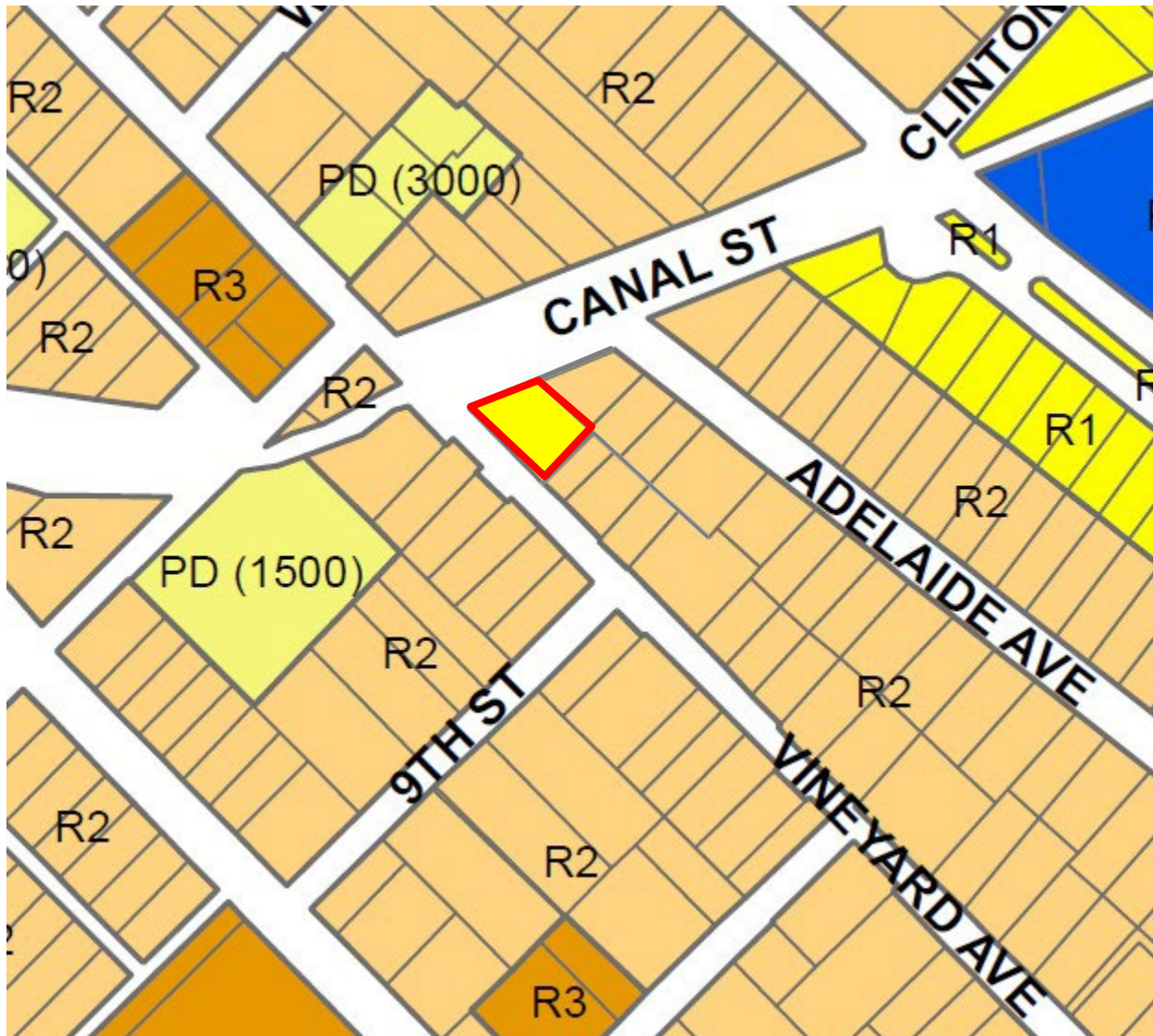


Zone Districts

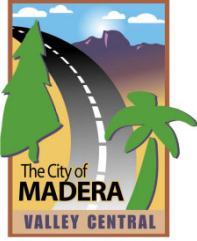
Residential Districts

-  RA - (One unit per each 12,000 square feet)
-  R1 - (One unit per each 6,000 square feet)
-  R2 - (One unit per each 3,000 square feet)
-  R3 - (One unit per each 1,800 square feet)

PROPOSED ZONING DISTRICTS



-  RA - (One unit per each 12,000 square feet)
-  R1 - (One unit per each 6,000 square feet)
-  R2 - (One unit per each 3,000 square feet)
-  R3 - (One unit per each 1,800 square feet)

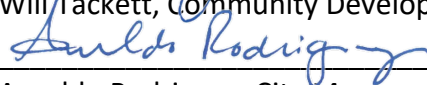


REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: C-2

SUBJECT:

Public Hearing Regarding Annexation No. 1 (Madera Place Apartments) into Community Facilities District No. 2013-1 Under the Mello Roos Community Facilities Act of 1982 and Related Actions

RECOMMENDATION:

That Council consider the following:

1. Hold the Public Hearing.
2. Adopt a resolution of the City Council (Council) of the City of Madera authorizing Annexation of Territory (Annexation No. 1) to Community Facilities District No. 2013-1 (CFD 2013-1); authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.
3. Conduct the Election of the Qualified Electors of Annexation No. 1.
4. Adopt a resolution of the Council of the City of Madera Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 1 to CFD 2013-1 (Public Services).

SUMMARY:

At the Council's August 2, 2023 meeting, the Council approved a resolution adopting a boundary map depicting the territory proposed for annexation (RES 23-134), and approved a resolution declaring the City's intention to annex the proposed territory into CFD 2013-1 (RES 23-135). At the regularly scheduled meeting on September 6, 2023, after the close of the public hearing, the Council has two resolutions to consider. The first resolution sets forth the Council's approval to annex territory to CFD 2013-1 and to levy a special tax. The first resolution also sets September 6, 2023 as the date for the annexation election, and refers to the annexation map showing the

parcels to be annexed. The second resolution is for adoption by the Council after the results of the election are announced by the City Clerk. The second resolution also directs the filing of the Notice of Special Tax Lien against the annexed property to provide authority for City to collect the special tax.

DISCUSSION:

On March 20, 2013, by Resolution No. 13-41, the City Council established CFD 2013-1, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2013-1. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The Madera Place Apartments Project (Phase 2 of the Madera Family Apartments Project) is prepared to proceed with the annexation process into CFD 2013-1. The project includes the development of 32 affordable multi-family residential units. The boundaries of the project consist of the area within the original Assessor's Parcel Number (APN) 012-460-004-000 as depicted on Attachment 3.

Table 1: Project Overview			
<i>Project Name</i>	<i>Owner</i>	<i>Units</i>	<i>Location</i>
Madera Place Apartments (Phase 2 of Madera Family Apartments Project)	Madera 2 L P	32	East side of Stadium Road between Milano Ln & West Pecan Avenue

The conditions of approval for the Project originally required annexation into CFD 2005-1, which was established as an annexable district to provide funding to offset the increased cost for Public Services created by new development. On February 6, 2013, the Council adopted Resolution No. 13-24 declaring its intent to establish CFD No. 2013-1, a new CFD for the Madera Family Apartments Project established in-lieu of CFD 2005-1 in order to account for special advance prepayment of the special tax and to allow the "regular" special tax to be assessed after the affordability covenant expires.

Subsequently, on March 20, 2013, the Council adopted: (1) Resolution No. 13-41 to establish CFD No. 2013-01 and to authorize the levy of special tax to finance services; (2) Resolution No. 13-42 calling a special election, submitting proposition to voters and establishing an appropriations limit; and, (3) Resolution No. 13-43 declaring the results of the special election for the Phase 1 portion of the Madera Family Apartments Project.

This, Madera Place Apartments (Phase 2 of the Madera Family Apartments Project), will comprise the 1st annexation to CFD No. 2013-01 (Attachment 4).

FINANCIAL IMPACT:

As an alternative to the annual assessment of the special tax which typically occurs, the developer has proposed to prepay the special tax for a period of 30 years.

The proposed prepayment was derived from utilizing a present value calculation to assess what the total amount of the future payments is worth today. Utilizing the same terms originally authorized by the City Council, the discount rate used to calculate present value was limited to 5% and that rate was incorporated into the calculations. Based on these calculations, the prepayment amount would be \$7,040.58 per unit for the 30-year term, collected prior to the issuance of occupancy.

The estimated total revenue that will be received by the City (Fund 48040000) for the 32 units in Annexation No. 1 to CFD 2013-1 for the initial 30-year term will be \$225,298.64. The maximum special tax rate includes an Annual Escalation Factor therefore, this amount will escalate over time and become due annually in the subsequent Fiscal Year following the 30-year prepayment term.

The proposed prepayment should provide a financial mechanism to cover the cost of providing services to the affordable housing project in a fashion very similar to what the annual CFD assessments would accomplish. After reviewing the request, staff believes the proposed prepayment is a reasonable accommodation for the affordable housing project.

ALTERNATIVES:

The City Council adopted Ordinance 903 C.S. on April 3, 2013, authorizing the levy of a Special Tax within CFD 2013-1 commencing in fiscal year 2013/2014 and each year thereafter. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2013-1. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution of Annexation and Calling for Election
 - Exhibit A – Rate and Method of Apportionment
 - Exhibit B – Ballot
2. Resolution of Results of Election
 - Exhibit A – Statement of Votes Cast
 - Exhibit B – Annexation No. 1 Map
 - Exhibit C – List of Properties
3. Madera Family/Place Apartments Site Plan
4. CFD 2013-1 Map

ATTACHMENT 1

Resolution of Annexation and Calling for Election

Including:

Exhibit A – Rate and Method of Apportionment

Exhibit B – Ballot

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 1) TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PUBLIC SERVICES), AUTHORIZING
THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX TO THE
QUALIFIED ELECTORS**

WHEREAS, this City Council ("Council"), on August 2, 2023, adopted Resolution No. 23-135, (hereafter referred to as the "Resolution of Intention") stating its intention to annex territory to City of Madera Community Facilities District No. 2013-1 (Public Services) (hereafter referred to as "CFD No. 2013-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the "Act"); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2013-1, and a description and map of the proposed boundaries of the territory to be annexed known as Madera Place Apartments being the second phase of the Madera Family Apartment Project ("Annexation No. 1") to CFD No. 2013-1, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 1 will consist of 32 affordable multi-family units located on the east side of Stadium Road between Milano Lane & West Pecan Avenue; and

WHEREAS, on September 6, 2023, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2013-1; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2013-1 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2013-1 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2013-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2013-1, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2013-1; and

WHEREAS, a boundary map for Annexation No. 1 to CFD No. 2013-1 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera as follows:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Prior Proceedings. All prior proceedings taken by this Council with respect to CFD No. 2013-1 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

SECTION 3. Boundaries. The description and map of the boundaries of the territory to be annexed to CFD No. 2013-1, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2013-1, and said territory is hereby annexed to CFD No. 2013-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

SECTION 4. Services. The services which CFD No. 2013-1 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2013-1 and the territory to be annexed to CFD No. 2013-1 and will not be replacing services already available. A general description of the services to be financed is as follows:

Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.

Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.

Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

SECTION 5. Special Taxes. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2013-1 and the territory proposed to be annexed as part of Annexation No. 1, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 1, will be levied annually within the boundaries of Annexation No. 1 from and after the annexation of such property to CFD No. 2013-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2013-1 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2013-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 1 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

SECTION 6. No Majority Protest. Written protests against the annexation of the territory in Annexation No. 1 to CFD No. 2013-1 have not been received by the Council. The proposed special tax to be levied within Annexation No. 1 has not been precluded by majority protest.

SECTION 7. Election. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 1 shall be submitted to the voters within Annexation No. 1 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 1 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 1 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 1.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called

a special election to consider the measures described and incorporated as Exhibit “A,” which election will be conducted on September 6, 2023 (hereafter referred to as “Election Day”). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2013-1, a ballot in the form of Exhibit “B”, which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

Section 8. Election Procedures. The procedures to be followed in conducting the election shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified elector an official ballot in the appropriate form attached hereto as Exhibit “B,” and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted on the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter’s land ownership within Annexation No. 1 to CFD No. 2013-1.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote on the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on the 6th day of September 2023; provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

SECTION 9. Certification. The City Clerk shall certify to the adoption of this resolution.

SECTION 10. Effective Date. This resolution is effective immediately.

EXHIBIT A TO RESOLUTION OF ANNEXATION

CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2013-1 ANNEXATION NO. 1 RATE AND METHOD OF APPORTIONMENT

A Special Tax of Community Facilities District No. 2013-1 of the City of Madera (the “District”) shall be levied on all Assessor's Parcels in Annexation No. 1 of the District (the “Annexation”) and collected each Fiscal Year commencing in Fiscal Year 2024-25 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the Annexation, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Act” means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

“Administrative Expenses” means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

“Annexation” means Annexation No. 1 of the District.

“Annual Escalation Factor” means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

“Assessor's Parcel” means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

“Assessor's Parcel Map” means an official map of the Assessor of the County designating parcels by assessor's parcel number.

“Base Year” means Fiscal Year ending June 30, 2024.

“Building Permit” means a permit for new construction for a residential dwelling or non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Certificate of Occupancy” means a document issued by the City certifying that the building is compliant with applicable building codes and other laws and indicating it to be in a condition suitable for occupancy.

“City” means the City of Madera.

“Council” means the City Council of the City of Madera, acting as the legislative body of the District.

“County” means the County of Madera, California.

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a Building Permit was issued prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“District Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“District” means Community Facilities District No. 2013-1 of the City of Madera.

“Entitled Property” means an Assessor’s Parcel and/or Lot in the Annexation, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no Building Permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term “Entitled Property” shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor’s Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

“Final Map” means an Assessor’s Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Lot” means property within a recorded Final Map identified by a lot number for which a Building Permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied in the Annexation in any Fiscal Year on any Assessor’s Parcel.

“Multi-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Non-Residential Property” means all Assessors’ Parcels for which a Building Permit(s) has been issued for non-residential use and does not contain any residential units as defined under Single Family Residential or Multi-Family Residential.

“Property Owner Association Property” means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

“Service Costs” means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

“Single-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Requirement” means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Taxable Property” means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

“Tax-Exempt Property” means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) Undeveloped Property.

“Undeveloped Property” means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the Annexation shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. The tables below reflect the Special Tax for Fiscal Year ending June 30, 2024 and in each subsequent year, thereafter, the Maximum Special Tax in Tables 1 and 2 shall be increased in accordance with the Annual Escalation Factor.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax
Single-Family Residence and Multi-Family Residence

Land Use Class	Description	Maximum Special Tax Per Unit
1	Single-Family Residence	\$598.63 per Unit
2	Multi-Family Residence	\$548.59 per Unit

On each July 1 following the Base Year (i.e., July 1, 2024), the Maximum Special Tax Rates in Table 1 shall be increased in accordance with the Annual Escalation Factor.

2. Entitled Property

TABLE 2
Maximum Special Tax for Entitled Property
Community Facilities District No. 2013-1
Annexation No. 1

Land Use Class	Description	Maximum Special Tax Per Lot
4	Entitled Property	\$319.52 per Lot

On each July 1 following the Base Year (i.e., July 1, 2024), the Maximum Special Tax Rates in Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

4. Multiple Land Use Classes

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the

Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2024-25, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. PREPAYMENT OF THE SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property classified as Entitled Property may be prepaid for a 30-year period prior to the issuance of a Certificate of Occupancy. The prepayment amount for an Assessor's Parcel classified as Entitled Property is shown in Table 3 below.

**TABLE 3
Entitled Property
30-Year Prepayment Amount**

Land Use Type	Special Tax
Residential	
Single-Family Residence	\$7,682.82 per Unit
Multi-Family Residence	\$7,040.58 per Unit

For Assessor's Parcels that prepay their Special Tax obligation, for the first 30 years of occupancy, no special tax shall be levied. Once an Assessor's Parcel has been occupied for thirty (30) years, such Assessor's Parcel shall be subject to the applicable Special Tax in the subsequent Fiscal Year following the 30th year of the issuance of the original Certificate of Occupancy.

F. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District

Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

G. EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

H. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

I. TERM OF SPECIAL TAX

After the establishment of the Annexation, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

EXHIBIT B TO RESOLUTION OF ANNEXATION

City of Madera

Community Facilities District No. 2013-1, Annexation No. 1

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, September 6, 2023 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Fourth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2013-1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on August 2, 2023?

YES: ☐

NO: ☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

ATTACHMENT 2

Resolution of Results of Election

Including:

Exhibit A – Statement of Votes Cast

Exhibit B – Annexation No. 1 Map

Exhibit C – List of Properties

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A
SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION
NO. 1 TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PUBLIC SERVICES)**

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2013-1 (Public Services) (hereafter referred to as "CFD No. 2013-1"); and

WHEREAS, the City Council initiated proceedings to annex certain territory known as Madera Place Apartments being the second phase of the Madera Family Apartment Project (hereafter referred to as "Annexation No. 1") to Community Facilities District No. 2013-1. Annexation No. 1 will consist of 32 affordable multifamily residential units located on the east side of Stadium Road between Milano Lane & West Pecan Avenue; and

WHEREAS, the City Council, following a public hearing on the annexation and special taxes, adopted a resolution calling an election and duly held an election in the area of Annexation No. 1 on September 6, 2023; and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 1 has been received from the property owner or owners of such territory; and

WHEREAS, twelve (12) or more registered voters have not resided within the territory of Annexation No. 1 for each of the ninety (90) days preceding September 6, 2023, therefore, pursuant to the Act the qualified electors of Annexation No. 1 shall be the "landowners" of Annexation No. 1 as such term is defined in Government Code Section 53317(f), and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 1; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 1 to the qualified electors of Annexation No. 1 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 1; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 1, has received, and canvassed such ballots and made a

report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon did receive the favorable two-thirds vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 1 (hereafter referred to as the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2013-1, Annexation No. 1 as follows:

SECTION 1. The above recitals are all true and correct and incorporated herein.

SECTION 2. This City Council does hereby determine as follows:

(a) The canvass of the votes cast in the Property to be annexed to the District at the special election held in the territory of Annexation No. 1 on September 6, 2023, as shown in the Certificate of Election Official and Statement of Votes Cast is hereby approved and confirmed.

(b) The unanimous consent to the annexation of Annexation No. 1 to CFD No. 2013-1 has been given by all of the owners within Annexation No. 1, and such consent shall be kept on file in the Office of the City Clerk.

(c) Twelve (12) or more registered voters have not resided within the territory of Annexation No. 1 for each of the ninety (90) days preceding September 6, 2023, therefore, pursuant to the Act the qualified electors of Annexation No. 1 shall be the "landowners" of such Annexation No. 1 as such term is defined in Government Code Section 53317(f).

(d) The qualified electors of Annexation No. 1 have voted in favor of the levy of special taxes within Annexation No. 1 upon its annexation to CFD No. 2013-1.

SECTION 3. The boundaries and parcels of territory within Annexation No. 1 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

SECTION 4. The City Council does hereby determine and declare that Annexation No. 1 is now added to and becomes a part of CFD No. 2013-1. The City Council, acting as the legislative body of CFD No. 2013-1, is hereby empowered to levy the authorized special tax within Annexation No. 1 and hereby authorizes the levy of a Special Tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution Authorizing Annexation, Authorizing levy of Special Tax, and Calling Special Election.

SECTION 5. Immediately upon adoption of this Resolution, notice shall be given as follows:

- A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder not later than fifteen (15) days after the date of adoption of this Resolution.
- B. An Amendment No. 1 to the Amended Notice of Special Tax Lien shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution. For any Assessor's Parcel that prepays its Special Tax obligation for the first 30 years from the issuance of the original Certificate of Occupancy for the property, the special tax levy shall be deemed to be paid and fully satisfied during the time covered by the prepayment and no further levy need be assessed during that period. Once the prepayment period has run, likely not earlier than Fiscal Year 2053-54, the regular payment process shall resume for the special tax levy.

SECTION 6. This resolution is effective immediately.

Exhibit B Annexation Map

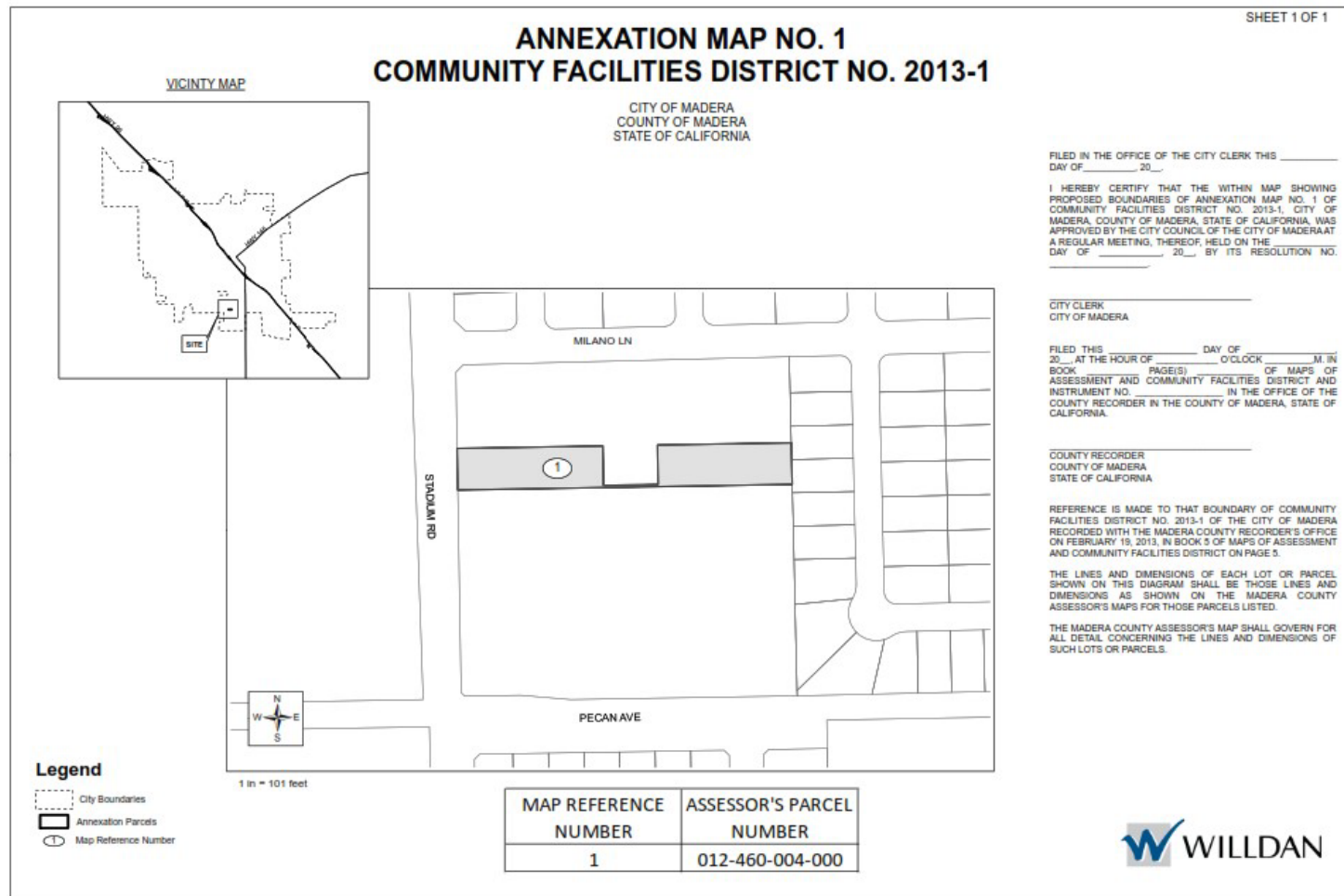


Exhibit C
List of Assessor Parcel Numbers and Landowners

APN

012-460-004-000

Landowner

Madera 2 L P

ATTACHMENT 3
Madera Family/Place Apartments Site Plan

ATTACHMENT 4
CFD 2013-1 Map

MAP OF PROPOSED BOUNDARIES OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PUBLIC SERVICES)

SHEET 1 OF 1

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY
OF _____, 2013.

COUNTY OF MADERA
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED
BOUNDARIES OF CITY OF MADERA COMMUNITY FACILITIES
DISTRICT NO. 2013-1 (PUBLIC SERVICES), COUNTY OF MADERA,
STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL
OF THE CITY OF MADERA AT A REGULAR MEETING THEREOF,
HELD ON THE _____ DAY OF _____, 2013, BY ITS
RESOLUTION NO. _____

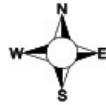
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 2013, AT THE
HOUR OF _____ O'CLOCK _____ M. IN THE
BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND
COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF
CALIFORNIA.

COUNTY OF MADERA
STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS
MAP SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON
THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE
PARCELS LISTED.

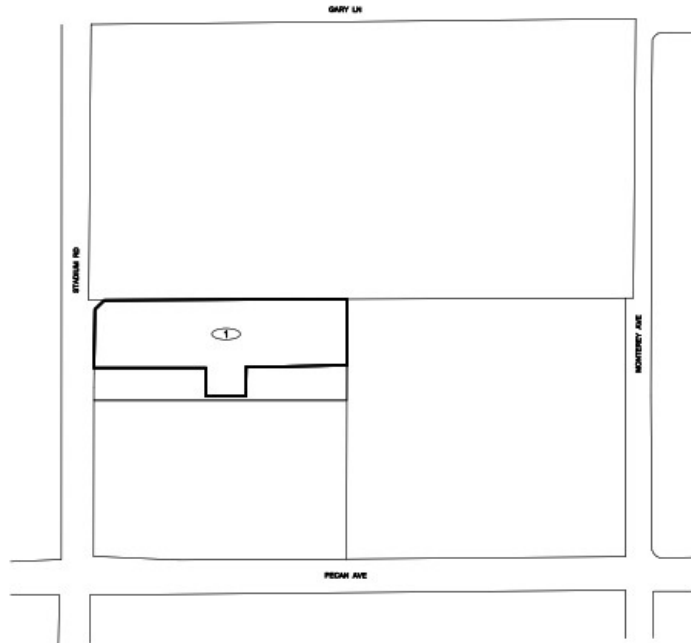
THE MADERA COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR
ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF
SUCH LOTS OR PARCELS.

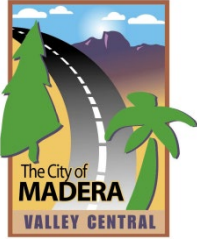


MAP REF. NOS.	ASSESSOR PARCEL NOS.
1	012-483-003-080

LEGEND

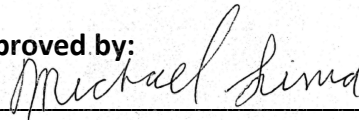
- CFD BOUNDARY
- MAP REFERENCE NUMBER





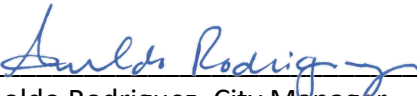
REPORT TO CITY COUNCIL

Approved by:


Michael Lima, Director of Financial Services

Council Meeting of: September 6, 2023

Agenda Number: C-3


Arnoldo Rodriguez, City Manager

SUBJECT:

Public Hearing to Consider Changes to the Master Fee Schedule for Planning Fees and a Technical Adjustment to Solid Waste Fees

RECOMMENDATION:

1. Conduct a Public Hearing to hear testimony regarding the proposed fee increases; and
2. Adopt a Resolution Approving proposed increases in Planning fees and Solid Waste fees for Multi-Family Residential

SUMMARY:

The City establishes its rates for services and facilities through the Master Fee Schedule (MFS). In conjunction with the FY 2023/24 budget process, staff reviewed rates to determine if any should be adjusted to more closely match costs. After receiving direction from the Council regarding the percentage increase for any proposed fee and the criteria for which departments would be eligible for such an increase, staff is recommending a six percent increase in most fees that the Planning Department charges. Additionally, Multi-Family Residential Solid Waste fees, which Council adopted at its July 20, 2022 meeting, were not incorporated into the enabling documents. Staff recommends that this oversight be amended by formally incorporating these fees into the enabling documents.

DISCUSSION:

The City has codified its fees for various services through its MFS. Fees charged through the MFS are intended to recapture the cost of providing a service to the customer. Consequently, MFS fees are periodically updated to ensure they capture most, if not all, of the cost associated with the service.

In conjunction with the FY 2023/24 budget process, staff reviewed the MFS to determine if an adjustment of rates was warranted. During that review, staff discovered that the most recent

MFS fee increase went into effect on July 1, 2018. Given the length of time since the last MFS update, staff believed it was reasonable to assume that costs had increased to the point that the fees in the MFS were no longer accurate. Also, as part of the review, staff determined that the Multi-Family Residential Solid Waste rates were not listed in the enabling documents that enacted the Solid Waste fee increases in 2022.

Staff went before Council on June 21, 2023 seeking direction on the percentage increase by which MFS fees could be increased. Staff recommended an increase of between 6 and 10 percent. Council initially indicated a preference that fees should not be adjusted by more than 6 percent. Council also expressed a desire to only adjust fees for those departments that had experienced a significant growth in their net operation cost.

After reviewing departmental fees given Council direction, staff recommends a 6 percent increase to most of the Planning Department's fees and a technical adjustment to the Solid Waste Fees consistent with the Council's prior approval.

Planning Department Fees

The Planning Department's fees were determined to best meet the criteria established by Council for consideration of a fee adjustment. Table 1 summarizes the growth in the Planning Department's net cost (or, the cost that is supported by the General Fund and not fees) over the past four fiscal years plus the net cost assumed in the FY 2023/24 budget.

Table 1: Planning Department Net General Fund Support (1)			
Fiscal Year	Revenues	Expenditures	Net General Fund Support
2019/20 Actual	\$207,061	\$457,584	\$250,523
2020/21 Actual	\$198,830	\$740,868	\$542,039
2021/22 Actual	\$430,194	\$989,332	\$559,138
2022/23 Actual	\$253,580	\$950,881	\$697,302
2023/24 Budget	\$810,000	\$1,743,499	\$933,499
(1) Rounded to the nearest dollar			

Given the significant growth in the net support to the Planning Department, staff recommends a six percent adjustment to most of their fees. The proposed increase would raise certain fees anywhere from \$4 (After Packet Distribution for a Continued Hearing Request) to \$382 (Major Specific Plan Amendment involving more than 10 acres). A complete list of the fees proposed for

adjustment, the current rate being charged, and the proposed rate can be found in Attachment 1.

Solid Waste Rates

After a notice and hearing, Council approved new Solid Waste rates and other Utility rates on July 20, 2022. As part of the review for possible MFS rate adjustments, staff noted that the Multi-Family Residential Solid Waste rates were not included in the enabling documents that Council approved to enact the Utility rates, even though these rates were part of the Proposition 218 rate study which developed the new rates. The Multi-Family Residential Solid Waste rates are listed in the following table.

Table 3: Multiple Family Residential Solid Waste Per Month <i>(Includes Street Sweeping, Admin Fee and SB 1383 Surcharge)</i>						
Customer Class/Service Type	FY 2019/20	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
First Two Dwelling Units (each)	\$23.22	\$38.23	\$41.82	\$45.77	\$47.51	\$49.31
Each Additional Dwelling Unit	\$22.59	\$35.14	\$38.42	\$42.03	\$43.62	\$45.27

Staff is recommending addressing that oversight by formally including these fees in the MFS. The rates proposed for inclusion are not different from those adopted by Council in July 2022.

Additional Information

If Council approves these recommended adjustments, staff recommends they go into effect on October 1, 2023 to give staff time to update billing systems.

Under California Government Code Section 6062(a), a notice of this hearing must be printed at least twice within 10 days before the meeting in a newspaper published once a week or more frequently. The legal notice for this hearing was printed in the Madera Tribune on August 26, 2023, and September 1, 2023.

As a follow-up to this action, staff will prepare a Request for Proposal for a consultant to prepare a comprehensive review of all the City's rates. Staff hopes to have the results of this review in time for the Fiscal Year 2024/25 budget review.

FINANCIAL IMPACT:

Assuming activity levels remain constant, the proposed increases are estimated to generate the following revenue:

- Planning Fees: \$15,200

Notably, these revenues were not included in the FY 2023/24 Adopted Budget. Technically, the revenue from the Solid Waste Fee technical correction is also not in the FY 2023/24 Adopted Budget. However, appropriations were set at a level that assumed the revenue would be collected.

ALTERNATIVES:

Council may:

- **Reject all proposed fee increases and adjustments.**
 - The City will not reduce the General Fund support to the Planning Department, nor will it capture enough revenue to cover Solid Waste costs.
- **Approve a different amount than what is recommended for approval.**
 - The financial impact of such a decision depends on the adopted rate amounts.
- **Reject some recommended rates and approve others at recommended rates.**
 - The financial impact of such a decision depends on the rate amounts that are rejected.
- **Reject some recommended rates and approve others at a different amount than what is recommended for approval.**
 - The financial impact of such a decision depends on the rate amounts that are rejected and the rate amounts that are adopted.

ATTACHMENTS:

1. Resolution
2. Attachment 1 – List of Planning Fees and their proposed changes

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
ADOPTING CHANGES TO THE MASTER FEE SCHEDULE FOR PLANNING
FEES AND SOLID WASTE FEES**

WHEREAS, the City's Master Fee Schedule has not been updated since July 1, 2018; and

WHEREAS, utility rates were adopted by Council on July 20, 2022 after appropriate notice, hearing, and compliance with the Proposition 218 process; and,

WHEREAS, although part of the fee study and Proposition 218 process, the enabling documents for the adopted utility rates inadvertently did not include rates for Multi-Family Residential customers when it was Council's intention to include the same at that time; and

WHEREAS, staff also sought direction regarding certain other rates at the Council's June 21, 2023 meeting; and

WHEREAS, Council initially indicated that those fees be adjusted by no more than six percent (6%) and only for those departments whose net cost had shown a significant increase over that amount since the last time that fees were adjusted; and

WHEREAS, after an analysis by staff given the parameters that Council directed, it was determined that the Planning Department's fees met Council's criteria and the adjustment was supported by the increased costs of providing services since the last update of the fees; and

WHEREAS, staff presented its findings regarding recommended fee and fine adjustments at the August 16, 2023 Council meeting; and

WHEREAS, a notice for the public hearing to consider rate and fine adjustments was published in the Madera Tribune on August 26, 2023 and September 1, 2023 in compliance with California Government Code Section 6062(a); and

WHEREAS, the City Council now desires to amend the Master Fee Schedule to approve proposed increases in Planning fees, and to make a technical adjustment to the Solid Waste fees to ensure that rates Multi-Family Residential customers are included as originally intended by Council.

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 hereby finds and determines that the fees and charges imposed by this resolution do not exceed a reasonable estimate of providing the service for which the fees are charged.
3. The Council hereby approves the changes to the Master Fee Schedule for Planning Department Fees as identified in the attached Exhibit A.
4. The Council hereby approves the changes to the Master Fee Schedule for Multi-Family Residential Solid Waste Rates as identified in attached Exhibit B.
5. This Resolution shall take effect on October 1, 2023.

* * *

Exhibit A
Planning Department Fees

Fee Name	Proposed Rate
Rezoning/Prezoning - under 10 acres	\$4,452
Rezoning/Prezoning- greater than 10 acres	\$6,626
Code Amendments	\$4,457
General Plan Amendments	\$4,497
Major General Plan Amendments - 10 Acres+	\$6,746
Specific Plan Amendments	\$4,524
Major Specific Plan Amendments - 10 Acres +	\$6,787
Administrative	\$1,277
Project Approvals	\$641
Negative Declaration	\$381
Mitigated Negative Declaration	\$450
Lot Line Adjustment	\$362
Tentative Parcel Maps	\$1,019
Tentative Parcel Map Modification/Time Extension	\$469
Tentative Subdivision Maps - Less than 40 acres	\$3,763
Tentative Subdivision Maps - More than 40 Acres	\$5,645
Tentative Subdivision Map Modifications	\$1,726
Tentative Subdivision Map Time Extensions	\$1,187
Minor Projects and new construction < 1,200 s.f.	\$935
New Projects of up to 10,000 s.f. & < 25 units	\$1,436
Major Projects > 10,000 s.f. & 25+ units	\$2,531
Large Projects (NEW) > 100,000 s.f. & 150 Units	\$4,385
Sign Permit - Single	\$115
Sign Permit - Multiple	\$154
Sign Use Permit	\$1,698
Sign Variance	\$1,987
Minor Adjustment (New)	\$336
Master Sign Program (New)	\$276
Use permits with no new construction, or new construction of less than 3,000 s.f.	\$1,407
Use permits for new projects of 3,000 - 10,000 s.f. with 25 units or less	\$2,549
Use permits for more than 10,000 s.f. or more than 25 units	\$2,998
Use permits for more than 100 s.f. or more than 150 units	\$4,498
Precise plan for less than 10,000 s.f. or 25 units or less	\$2,607
Precise plan for more than 10,000 s.f. or more than 25 units	\$3,611
Precise plan for more than 100,000 s.f. or more than 150 units	\$5,416
Variances	\$2,341
Temporary Use Permit (New)	\$158
Extensions	\$1,227
Home Occupational Permit	\$159
Request for Findings / Determinations	\$2,295
Prior to Packet Distribution	\$79
After Packet Distribution	\$137
Right-of-way Abandonment	\$2,295
Summary Vacations	\$2,295
Zoning Administrator Permits	\$468
Large Scale Map - Color	\$48 each

Exhibit B
Multi-Family Residential Solid Waste Per Month

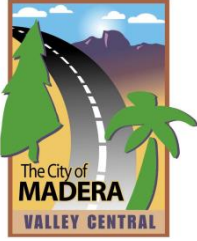
Rate	Current	8/1/22- 7/31/23	8/1/23- 7/31/24	8/1/24- 7/31/25	8/1/25- 7/31/26	8/1/26- 7/31/27
First Two Dwelling Units (each)	\$23.22	\$38.23	\$41.82	\$45.77	\$47.51	\$49.31
Each Additional Dwelling Unit	\$22.59	\$35.14	\$38.42	\$42.03	\$43.62	\$45.27

Attachment 1

Planning Department Fees Proposed Changes to Current Rates

Fee Name	Current Rate	Proposed Rate	Change
Rezoning/Prezoning - under 10 acres	\$4,200	\$4,452	\$252
Rezoning/Prezoning- greater than 10 acres	\$6,251	\$6,626	\$375
Code Amendments	\$4,205	\$4,457	\$252
General Plan Amendments	\$4,243	\$4,497	\$254
Major General Plan Amendments - 10 Acres+	\$6,364	\$6,746	\$382
Specific Plan Amendments	\$4,268	\$4,524	\$256
Specific Plan Preparation	\$0	\$0	-
Major Specific Plan Amendments - 10 Acres +	\$6,403	\$6,787	\$384
Administrative	\$1,204	\$1,277	\$73
Project Approvals	\$605	\$641	\$36
Negative Declaration	\$360	\$381	\$21
Mitigated Negative Declaration	\$425	\$450	\$25
Environmental Impact Report	\$0	\$0	-
Environmental Impact Report - Administration	10% of Cost	10% of Cost	-
Supplemental EIR	\$0	\$0	-
Supplemental EIR EIR - Administration	10% of Cost	10% of Cost	-
Lot Line Adjustment	\$342	\$362	\$20
Tentative Parcel Maps	\$962	\$1,019	\$57
Tentative Parcel Map Modification/Time Extension	\$442	\$469	\$27
Tentative Subdivision Maps - Less than 40 acres	\$3,550	\$3,763	\$213
Tentative Subdivision Maps - More than 40 Acres	\$5,325	\$5,645	\$320
Tentative Subdivision Map Modifications	\$1,628	\$1,726	\$98
Tentative Subdivision Map Time Extensions	\$1,120	\$1,187	\$67
Minor Projects and new construction < 1,200 s.f.	\$882	\$935	\$53
New Projects of up to 10,000 s.f. & < 25 units	\$1,355	\$1,436	\$81
Major Projects > 10,000 s.f. & 25+ units	\$2,387	\$2,531	\$144
Large Projects (NEW) > 100,000 s.f. & 150 Units	\$4,137	\$4,385	\$248
Modifications to approved site plans	50% Orig. Fee	50% Orig. Fee	-
Sign Permit - Single	\$108	\$115	\$7
Sign Permit - Multiple	\$146	\$154	\$8
Sign Use Permit	\$1,602	\$1,698	\$96
Sign Variance	\$1,874	\$1,987	\$113
Minor Adjustment (New)	\$317	\$336	\$19
Master Sign Program (New)	\$260	\$276	\$16
Use permits with no new construction, or new construction of less than 3,000 s.f.	\$1,327	\$1,407	\$80
Use permits for new projects of 3,000 - 10,000 s.f. with 25 units or less	\$2,404	\$2,549	\$145
Use permits for more than 10,000 s.f. or more than 25 units	\$2,829	\$2,998	\$169

Fee Name	Current Rate	Proposed Rate	Change
Precise plan for less than 10,000 s.f. or 25 units or less	\$2,460	\$2,607	\$147
Precise plan for more than 10,000 s.f. or more than 25 units	\$3,407	\$3,611	\$204
Precise plan for more than 100,000 s.f. or more than 150 units	\$5,110	\$5,416	\$306
Variances	\$2,208	\$2,341	\$133
Temporary Use Permit (New)	\$149	\$158	\$9
Modifications	50% of Full Application Fee	50% of Full Application Fee	-
Extensions	\$1,158	\$1,227	\$69
Agenda Subscription	\$0	\$0	-
Home Occupational Permit	\$150	\$159	\$9
House / Building Move	\$0	\$0	-
Request for Findings / Determinations	\$2,165	\$2,295	\$130
Request for Continued Hearing	\$0	\$0	-
Prior to Packet Distribution	\$75	\$79	\$4
After Packet Distribution	\$129	\$137	\$8
Right-of-way Abandonment	\$2,165	\$2,295	\$130
Summary Vacations	\$2,165	\$2,295	\$130
Zoning Administrator Permits	\$441	\$468	\$27
Consulting services administered by City	Cost + 10 %	Cost + 10 %	-
Additional request for staff services	Cost	Cost	-
Permits or applications where activity was commenced without receiving prior approval	4 x Normal Fee	4 x Normal Fee	-
Printing (Copy) Charges (Black & White)	.10 single sided copy	.10 single sided copy	-
Printing (Copy) Charges (Black & White)	.15 double sided copy	.15 double sided copy	-
Up to and including 8 1/2 x 14 - Color	\$ 1.00 each side	\$ 1.00 each side	-
11" x 17" - Color	\$ 2.00 each side	\$ 2.00 each side	-
Large Scale Map - Color	\$45.00 each	\$48.00 each	\$3.00 each
CD/DVD	\$5.00 each	\$5.00 each	-



REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez
Ismael Hernandez, Director of Public Works

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: September 6, 2023

Agenda Number: D-1

SUBJECT:

Agreement for On-Call Asphalt and Concrete Patching Services

RECOMMENDATION:

Adopt a Resolution approving an agreement with Witbro, Inc. for on-call asphalt and concrete patching services for \$590,000

SUMMARY:

The City employs contractors for permanent asphalt and concrete patching services to repair small to medium-service trenches due to the repair of sewer and water infrastructure and failed asphalt areas in streets and alleyways throughout the City. Based on prior years, the City estimates that between 7,000 to 20,000 square feet of asphalt and concrete patching needs to be done annually to repair sewer, water, and other small to medium service trenches and other failed asphalt areas on streets. The annual average cost of asphalt and concrete street patching is \$200,000. The amount of required patching varies based on the amount of infrastructure work and climate conditions such as rain. On average, the City spends \$390,000 repairing failed asphalt areas in alleyways. The annual average amount spent on asphalt and concrete patching for streets and alleyways is \$590,000.

DISCUSSION:

The City released a request for proposals (RFP) for asphalt and concrete on-call patching services on July 21, 2023. A notice of Invitation for Bid (Notice) was advertised in the Madera Tribune on July 22, 2023 and again on July 29, 2023. The notice was also forwarded to 5 construction journals on July 21, 2023, which include:

- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics
- Placer County Contractor's Association & Builder's Exchange

- Builder's Exchange of San Joaquin
- Central California Builder's Exchange

In an effort to reach local businesses, the City sent the Notice to 23 firms that have active business licenses with the City and work in the same category as the RFP. The notice was published on the online platform Planet Bids, where the system notified 27 vendors that are licensed to do the work. In total, 8 vendors expressed interest in submitting a bid but only one bid was submitted to the City.

The sole bidder Witbro, Inc. who does business as Seal Rite Paving and Grading (Seal Rite) submitted the lone bid on August 8, 2023. Under the proposed agreement, Seal Rite must complete work within 30 days of being assigned by the City. The aggregate amount spent under this agreement may not surpass \$590,000 per fiscal year. The agreement is for the fiscal year of 2023/2024 with the option of a one-year extension with the mutual agreement of the City and Seal Rite. The table below lists the costs under the proposed agreement.

Table 1: Seal Rite Paving and Grading Costs			
Description	Unit of Measure	Approximate Quantity	Unit Price
Concrete Patching plus CQS-1H Fog Seal	Square Feet	000-499 SQ/FT	\$18.58
Concrete Patching plus CQS-1H Fog Seal	Square Feet	500-699 SQ/FT	\$18.58
Concrete Patching plus CQS-1H Fog Seal	Square Feet	700+ SQ/FT	\$17.87
Saw Cutting	Linear Feet	All	\$5.00

FINANCIAL IMPACT:

Under the agreement, costs may not exceed \$590,000 for the fiscal year. Patching for streets is funded through Measure T, whereas funding for patching alleyways comes from the solid waste fund, paid by ratepayers through their solid waste bills. These amounts are budgeted under the Streets Department for Public Works.

ALTERNATIVES:

Potential Council alternatives include:

- Not approve the proposed Agreement
- Direct staff to re-release RFP for Asphalt/Concrete Patching on-call services

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AGREEMENT WITH WITBRO, INC. DOING
BUSINESS AS SEAL RITE PAVING AND GRADING FOR ON-CALL
ASPHALT/CONCRETE PATCHING SERVICES**

WHEREAS, the City of Madera ("City") has a need for Asphalt/Concrete on-call patching services for streets and alleyways; and

WHEREAS, the City issued a Request for Proposal (RFP) City for Asphalt/Concrete Patching on-call services on July, 21, 2023; and

WHEREAS, the City posted the RFP to the online platform, PlanetBids where the system notified 27 vendors, and the City advertised the RFP in the Madera Tribune on July 22, 2023 and again on July 29, 2023; and

WHEREAS, the City notified 23 local businesses; and

WHEREAS, the City sent the RFP to 5 Construction journals which included the Construction Bidboard, Dodge Data & Analytics, Placer County's Contractor's Association & Builder's Exchange, Builder's Exchange of San Joaquin, and Central California Builder's Exchange; and

WHEREAS, the City received one responsive bid in response to the RFP; and

WHEREAS, Witbro, Inc. doing business as Seal Rite Paving and Grading (Seal Rite) was the sole bidder; and

WHEREAS, an agreement has been prepared between the City and Seal Rite.

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement with Witbro, Inc., dba Seal Rite Paving and Grading, which is attached hereto as Exhibit 1, as to its material terms. The Mayor is authorized to execute the same subject to approval as to legal form by the City Attorney.
3. This resolution is effective immediately upon adoption.

* * * * *

CONSTRUCTION AGREEMENT
IFB 202324-02 Fiscal Year 23/24 Asphalt-Concrete Patching On-Call Services Contract

This **Construction Agreement ("Agreement")** is made between the City of Madera, hereinafter called "**OWNER,**" and Witbro, Inc. dba Seal Rite Paving & Grading, doing business as (an individual), or (a partnership), or (a corporation), hereinafter "**CONTRACTOR**" and collectively called "**Parties.**" The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the "IFB 202324-02 FY23/24 Asphalt-Concrete Patching, Various Locations."
2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.
3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within 30 calendar days per assigned location. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$590,000.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK** within fifteen (15) working days after being notified of the award of the contract, and before **OWNER** executes this **AGREEMENT**.

This Agreement shall be effective on September 15, 2023, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through June 10, 2024, unless otherwise terminated earlier by one of the parties pursuant to Section 21 of this Agreement. The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90 days in advance of expiration, for a period not to exceed one (1) additional one-year extension. An extension which includes compensation modifications will be submitted to the Council for approval.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum not to exceed Five Hundred Ninety Thousand Dollars (\$590,000.00) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS**. **WORK** performed at unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached hereto as **Exhibit A:**

- (A) CONTRACTOR Bid Schedule, Unit Prices
- (B) Signed Non-Collusion Affidavit
- (C) Signed Conflict of Interest Disclosure
- (D) Insurance Requirements for Contractors
- (E) Payment Bond
- (F) Performance Bond
- (G) Scope of Work

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **two hundred dollars (\$200.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by

the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq.*

1) Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- b) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- c) Payment of an amount that is disputed by the Owner.

2) The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

3) Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

4) City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

5) Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

6) Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

7) Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

8) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

9) Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

10) Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier

subcontractor. For purposes of this paragraph, the term “subcontractor” means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

11) Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker’s Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of

Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars (\$100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR**

and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1

of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **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.

19. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS" of the Contract Documents.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

- (a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;
- (b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
- (c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;
- (d) Fails to prosecute the Work according to the schedule approved by the City;
- (e) Disregards laws or regulations of any public body having jurisdiction; or
- (f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the **CONTRACTOR**, the **OWNER**, and the **SURETY** shall be transmitted as follows:

- (a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- (b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

- 3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.
- 4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

- 5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.
- B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately

cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:
- (a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;
 - (b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
 - (c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

Brooke Ashjian
Witbro, Inc, dba Seal Rite Paving & Grading
4237 W. Swift Avenue
Fresno, CA 93722

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work,

including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Caltrans Authority. Caltrans is required by 23 Code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the related statutes (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statutes protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

33. Binding Agreement. This Agreement shall be binding upon all parties hereto and

their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)

WITBRO, INC. DBA SEAL RITE PAVING & GRADING

By: _____
Santos Garcia, Mayor

By: _____
Contractor (signature)

APPROVE AS TO FORM:

Brooke Ashjian, Chief Executive Officer

Shannon Chaffin, City Attorney

Federal Tax I.D. No.

ATTEST:

Contractor License Number

Alicia Gonzales, City Clerk

DIR Registration Number

Exhibit A:

- (A) CONTRACTOR Bid Schedule, Unit Prices
- (B) Signed Non-Collusion Affidavit
- (C) Signed Conflict of Interest Disclosure
- (D) Insurance Requirements for Contractors
- (E) Payment Bond
- (F) Performance Bond
- (G) Scope of Work

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A 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 _____)

On _____, 2023 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

BID SCHEDULE

The following Bid Schedule lists the items necessary to complete the work. Each item is all inclusive and must include the total cost of labor and materials necessary to complete the work. Bidder will fully complete the schedule including the amount in words of EACH ITEM. If the unit price of any item is inconsistent with the amount in words, the amount in words shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	UNIT PRICE	AMOUNT IN WORDS
1.	Concrete Patching plus CQS-1H Fog Seal	SF	000-499 sq/ft	\$18.58	Eighteen dollars and fifty-eight cents
2.	Concrete Patching plus CQS-1H Fog Seal	SF	500-699 sq/ft	\$18.58	Eighteen dollars and fifty-eight cents
3.	Concrete Patching plus CQS-1H Fog Seal	SF	700+ sq/ft	\$17.87	Seventeen dollars and eighty-seven cents
4.	Saw Cutting	LF	All	\$5.00	Five dollars zero cents

In case of discrepancy between words and figures, the words shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DISCLOSURE OF CONFLICT OF INTEREST

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

Explanation: _____

Signature _____

(name) _____

(address) _____

(city state zip) _____

☐ Additional page(s) attached.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made

a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

"Fiscal Year 2023/2024 Asphalt/Concrete Patching On-Call Services Contract, IFB 202324-02"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST: _____

Principal

BY: _____(s)

(Principal) Secretary

(Seal)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(Surety)

(SEAL)

Witness as to Surety

BY: _____

Attorney in Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

"Fiscal Year 2023/2024 Asphalt/Concrete Patching On-Call Services Contract, IFB 202324-02"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed

thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST: _____

Principal

(Principal) Secretary

BY: _____(s)

(Seal)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(Surety)

(SEAL)

Witness as to Surety

BY: _____
Attorney in Fact

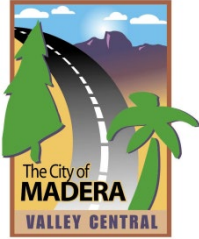
(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

SCOPE OF WORK

- A. The City is in need of small, permanent Asphalt-Concrete (A/C) patching services for the repair of sewer, water, and other similar small to medium-service trenches as well as failed asphalt areas in streets and alleyways throughout the City.
- B. All work to be done to City Standards. Standard Specifications and Standard Drawings are available online at <https://www.madera.gov/home/departments/engineering/standard-drawings/>.
- C. All permanent repairs require saw cutting when applicable, removing materials to a minimum six-inch depth, compacting/stabilizing and full depth A/C repairs. Any situation necessitating a variation from these requirements would be at the direction of authorized personnel within the City's Public Works Department.
- D. The successful bidder shall request an Underground Service Alert (USA) on all repair sites, assigned by the Public Works Department, at least two days prior to beginning work.
- E. All expenses for materials, including either SS-1H or CQS-1H Fog Seal 50/50 mix, removal and disposal of existing pavement, clean-up, traffic control, advanced warning and construction barricades and signing, shall be included in your bid.
- F. The contractor must comply with all safety requirements as set forth in the latest editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as well as the MUTCD California Supplement.
- G. All work must be completed within 30 days of receipt of assignment from the Public Works Department. No mandated schedule is set. Lists of areas to be patched will be given to the contractor as needed, and they will set their own schedule according to the amount of work on the list. They will be expected to inform the Streets Division of their schedule to allow for inspection by the Division and must complete all assigned work within 30 days of receipt of assignment.
- H. When permanent asphalt patching is required for an area that has had a utility repair such as a water or sewer line repair, the repair will already have been completed by the City or other utility. The trench or patch area that requires the permanent A/C will have been filled in with either base rock or cold patch material temporarily which would have to be removed to the correct depth to complete the final repair. In this case traffic control would need to be provided for final repair only. Extra saw cutting may be required if there was damage to repair area prior to final phase of work. Note this does not apply when completing the repair for a failed area not covered under a utility repair.



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 6, 2023

Joseph Hebert

Agenda Number: E-1

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Parks & Community Services Department FY 2023-24 Planned Improvement Projects

RECOMMENDATION:

This report is submitted to provide the City Council an informational report on the status of the Parks & Community Services Department Planned Improvement Projects

SUMMARY:

The City Council (Council), at its August 2, 2023, meeting, requested an informational update on the status of the Sunrise Rotary Sports Complex playground equipment to be installed and the Vernon McCullough River Trail cleanup efforts. Staff is hereby providing an update on these projects, as requested by Council, and providing an informational report on the overall planned improvement projects under the primary oversight of the Parks & Community Services (PCS) Department.

DISCUSSION:

The PCS Department provides a wide range of direct services to the public and is divided into three major operational divisions: Administration, Recreation & Community Services, and Parks Maintenance. These divisions collectively strive to provide high-quality recreational pursuits, preservation of parks and open space areas, entertainment, and leisure services to community members of all ages.

PCS Department has several improvement projects in its sights, all while maintaining day-to-day services to the community. The following improvement projects are in no particular order, and only include projects which have funding appropriated for:

1. Lions Town & Country Park Restroom Project	
Project Cost:	\$177,952
Funding Source:	Proposition 68 Per Capita Grant Program; Reimbursement-basis grant award
Anticipated Completion Date:	Must be before March 30, 2024
Purpose of Project:	The grant funding was awarded for improvements to remodel the restroom located between Ballfield 1 & 2. Grant guidelines required distinguished capital outlay projects versus maintenance or repair projects.
Status:	City staff to release a public bidding document; Invitation for Bid 202324-05. The grant performance period ends June 30, 2024. The project must be completed three months prior to the grant performance period, to allow for inspection.

2. James Taubert Park Project	
Project Cost:	\$1,990,000
Funding Source:	Proposition 68 Statewide Park Program; Reimbursement-basis grant award
Anticipated Completion Date:	Grant performance period ends June 30, 2028. Staff plans for the construction of the park to occur before Dec. 30, 2024.
Purpose of Project:	New park is to be located at Olive Avenue and Knox Street
Status:	O'Dell Engineering was awarded the design contract. To date, O'Dell has completed Phase 1, which included the project site analysis, data collection and review. Phase 2 has also been completed, consisting of a conceptual design and renderings, preliminary cost estimates, and a final concept plan. The project is in Phase 3, which consists of finalizing design development plans, technical specifications, final cost estimates, and schedule updates. Phase 4 will include O'Dell assisting with finalizing design construction documents and the bid package. Phase 5, the final phase, will consist of O'Dell providing support during the bid process, pre-bid meeting, pre-construction meeting, and through construction of the project. The project will begin construction early 2024. A groundbreaking event is being planned for late October or early November to commemorate the future site of the park to be constructed.

3. Fresno River & Vernon McCullough River Trail Project	
Project Cost:	\$832,350
Funding Source:	Clean California Local Grant Program; Reimbursement-basis grant
Anticipated Completion Date:	Must be before June 30, 2024
Purpose of Project:	Completion of several non-infrastructure and infrastructure projects to address beautification and improvement projects in and along the Fresno River and the Vernon McCullough River Trail. These include: ▪ Litter abatement project in the Fresno River ▪ Resurfacing of the Vernon McCullough cross-city trail system ▪ Installation of exercise equipment in a section of the trail ▪ Removal of current trash bins and installation of new trash receptacles along the trail ▪ Installation of playground equipment with a swing set at Riverview Park which sits adjacent to the Fresno River ▪ Installation of educational signage and trail markers along the trail.
Status:	▪ To date, \$195,000 has been reimbursed for litter abatement efforts in the Fresno River. ▪ Staff ensured procurement processes were followed for the exercise and playground equipment. The equipment has been received and is set to be installed by end of September 2023. ▪ Staff has released an Invitation for Bid for the trail resurfacing of the Vernon McCullough River Trail; Invitation for Bid 202323-07. ▪ Staff has also begun planning to procure 36 trash receptacles to replace the outdated and worn-out receptacles along the trail. This will take collaboration between City and local partners such as Madera Unified School District and the Madera County Arts Council, as trash receptacles shall have educational artwork with eco-friendly and environmental messaging, which staff plans to have as much community participation as possible. ▪ Staff would like to note, during the past several weeks staff has focused on the Vernon McCullough River Trail cleanup and maintenance. These efforts include the prioritization of locations along the trail, specifically underpasses, and the removal of sand buildup at these locations. In addition, staff has addressed removal of low-limb trees, weeding, blowing, and utilization of the sweeper for portions of the trail cleanup, as well as temporary patching of asphalt. Staff has been dedicating Saturdays to complete the work needed.

4. Rotary Park Asphalt Curb and Gutter Replacement Project	
Project Cost:	\$55,000
Funding Source:	General Fund
Anticipated Completion Date:	Must be before June 30, 2024
Purpose of Project:	Address the asphalt curb and gutter replacement services needed on the median islands facing the park.
Status:	Status: During initial attempts to make progress with the completion of the project, procurement policy and guidance was updated to reflect this project needing to follow an informal bid process and requiring an engineer's estimate. PCS staff has discussed project with Engineering Department and Procurement Manager and will be supported with the completion of an engineer's estimate and finalization of procurement documents to have project bid out.

5. Sunrise Rotary Sports Complex Playground Equipment Installation Project	
Project Cost:	\$65,000
Funding Source:	\$50,000 General Fund, \$15,059 Chukchansi Community Benefit Grant
Anticipated Completion Date:	Must be before June 30, 2024
Purpose of Project:	This project relates to an unfinished project from 2016 to install a 2-12 playground equipment lot at the park. The reason why the equipment was not installed at the time is unknown.
Status:	The equipment was purchased from Park Planet back in 2016. It has been sitting at the City yard since that time. Upon visual inspection, there were clearly some items that needed to be replaced. Staff requested Park Planet conduct an inventory, to ensure parts that needed to be replaced to be ordered ahead of the install. Inventory costs came in at \$1,552.50, conducted by Park Planet. Costs of replacing parts that were missing, defected, or out of warranty were \$16,123.80. During initial attempts to make progress with the completion of the project, procurement policy and guidance was updated to reflect this project needing to follow an informal bid process and requiring an engineer's estimate.

6. McNally Park Improvements Project	
Project Cost:	\$609,307
Funding Source:	CDBG FY 22/23 Action Plan
Anticipated Completion Date:	Must be before June 30, 2024
Purpose of Project:	Rehabilitation of McNally Park, primarily consisting of replacement of playground equipment, basketball courts, and installation of a swing set.
Status:	Staff has procured the playground equipment swing sets, fencing, and park amenities from Superior International Industries. Cost of these items at \$244,508. Current playground equipment has been demolished, and new playground equipment and park amenities are scheduled to be installed by mid-September 2023. Next phase of improvements at McNally Park will address the reconstruction of the two basketball courts, with a possible addition of a half court, should budget allow. PCS staff has discussed project with Engineering Department and Procurement Manager. Best course of action, at the moment, being to secure an on-call engineering firm to assist with the completion of an engineer's estimate and finalization of procurement documents to have project bid out. Staff has reached out to O'Dell Engineering, being an on-call engineering firm, and expects to confirm a Task Order executed for their assistance.

7. DICK'S Sporting Goods Batting Cages Installation Project	
Project Cost:	\$55,000
Funding Source:	\$25,000 from DICK'S Sporting Goods Foundation and \$30,000 General Fund
Anticipated Completion Date:	Must be before June 30, 2024.
Purpose of Project:	Installation of new batting cages at Lions Town & Country Park.
Status:	During initial attempts to make progress with the completion of the project, procurement policy and guidance was updated to reflect this project needing to follow an informal bid process and requiring an engineer's estimate. PCS staff has discussed project with Engineering Department and Procurement Manager and will be supported with the completion of an engineer's estimate and finalization of procurement documents to have project bid out.

8. Centennial Pool Park Complex Improvements	
Project Cost:	\$215,000
Funding Source:	CDBG FY 23/24 Action Plan
Anticipated Completion Date:	Must be before April 30, 2024
Purpose of Project:	Complete retile and replaster of lap and dive pool due to dire need to address deferred maintenance. As funding allows additional improvements such as shade sails for high temperature and UV protection to be added as well.
Status:	PCS staff has discussed project with Engineering Department and Procurement Manager and will be supported with the completion of an engineer's estimate and finalization of procurement documents to have project bid out. Staff recognizes this project must be completed prior to the start of the next aquatics season in May 2024.

9. Frank Bergon Senior Center Improvement Project	
Project Cost:	\$148,386
Funding Source:	CDBG FY 23/24 Action Plan
Anticipated Completion Date:	Must be before June 30, 2024.
Purpose of Project:	Installation of a perimeter fence around building for safety improvements, includes patio area beautification, and internal and external upgrades for safety, accessibility, and aesthetics inclusive of lighting and landscaping.
Status:	PCS staff has discussed project with Engineering Department and Procurement Manager and will be supported with the completion of an engineer's estimate and finalization of procurement documents to have project bid out.

10. Madera Block Wall Enhancement Project	
Project Cost:	\$100,000
Funding Source:	Caltrans Clean California State Beautification Program
Anticipated Completion Date:	Must be before June 30, 2025, but staff anticipates project completion before June 30, 2024, including unveiling.
Purpose of Project:	Beautify the newly constructed block wall on the east side of State Route 99, south of the 4 th Street off-ramp through landscaping features, as well as artistic design through the installation of twenty artwork panels.
Status:	During the August 2, 2023, regular meeting of the Council, the artists and artwork was selected, with five different artists being selected. Staff is working on finalizing a Transportation Art Maintenance Agreement between the City and Caltrans, which must be executed prior to any artwork installation. Staff must also secure a vendor with the capability of converting the artwork into a digital photograph and then transfer to a high-grade vinyl and frame for the installation of the artwork.

11. Lions Town & Country Trail Reconstruction	
Project Cost:	\$1,600,000
Funding Source:	\$1,100,000 from State Natural Resources Agency and \$500,000 from State Department of Parks and Recreation
Anticipated Completion Date:	June 30, 2024
Purpose of Project:	To reconstruct the trail at the park due to dire need to upgrade trail conditions. As funding allows additional park improvements such as playground area, parking, and amphitheater improvements will be planned.
Status:	Engineering Department has taken initial assessment of trail conditions. Next steps include finalizing design requests and will include collaboration between PCS Department, Engineering Department, and Procurement Manager to finalize the bidding document.

In addition to ongoing projects, the City is also in the midst of constructing several neighborhood parks. Said parks will be funded with Development Impact Fees and include:

1. Tozer Park – To be in the new Iveywood I Subdivision off Tozer/Road 28 and Sunrise Avenue.
2. Pecan Square Park – To be in the new Pecan Square Subdivision near W. Pecan Avenue and State Route 145.
3. KB Home Park – To be in the new Rancho Santa Fe Subdivision near Cleveland Avenue.

Moreover, staff has two pending grant applications. These include:

1. The Clean California Local Grant Program Cycle 2 Grant for Rotary Park rehabilitation and improvements request of \$2,759,000 with a required \$689,750 match. Planned rehabilitation and improvement projects include replacement of park amenities, installation of parcourse equipment, rehabilitation of pavilions and shelter areas, and expansion of the horseshoe pit area. Applicants will be notified before the end of September 2023.
2. The Outdoor Recreation Legacy Partnership (ORLP) Grant for Tozer Park with a grant request of \$659,640. Grant would allow for additional recreational amenities at the park such as a pickleball court, basketball court, parcourse equipment, and youth soccer field. Applicants will be notified by January 1, 2024, of award status.

FINANCIAL IMPACT:

No financial impact associated with the presentation of this informational report.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None