



**REGULAR MEETING OF THE MADERA CITY COUNCIL
AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE
GROUNDWATER SUSTAINABILITY AGENCY**

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, June 5, 2024
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: 837 5313 6682#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Brandon Hopkins, Grace Community Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing Juneteenth Day
2. Proclamation Recognizing PRIDE Month

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes.

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

A. PUBLIC HEARINGS: 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 – May 15, 2024

Recommendation: Approve the City Council Minutes of May 15, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for May 4, 2024 to May 24, 2024 (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 (Report by Arnolando Rodriguez)

B-4 Update to Administrative Policy 45: Injury and Illness Prevention Program to Include the Workplace Violence Prevention Plan

Recommendation: Adopt a Resolution:

1. Approving revisions to Administrative Policy (AP) No. 45: Injury and Illness Prevention Program (IIPP) to add AP 45.2: Workplace Violence Prevention Plan in compliance with Cal/OSHA Requirements under California Senate Bill (SB) 553; and
2. Rescinding Administrative Policy 32: Safety in the Workplace – Prohibition of Weapons & Threats of Violence (Report by Wendy Silva)

B-5 Acceptance of Repairs at the Centennial Park Pool Complex

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

1. Acceptance of the Repairs at the Centennial Park Pool Complex located at 221 Flume Street; and
2. The Recording of Notice of Completion (Report by Joseph Hebert)

B-6 Adoption of Updated District Boundary to Include Property Annexed into the City (Country Club Drive-Martin Street Annexation)

Recommendation: Waive the full reading and adopt an Ordinance of the City Council of the City of Madera amending Subsection C (3) of Section 2-1.21 of the City Municipal Code to adopt revised district boundaries by title only, including CEQA Guidelines Section 15061(b)(3) determination (Report by Alicia Gonzales)

B-7 Approval of Fleet Rollup Door Removal and Replacement Contract

Recommendation: Adopt a resolution awarding a contract to D L Batty, Inc. for the Removal and Replacement of Fleet Rollup Doors in the amount of \$162,191.80, and a finding of a Class 1 CEQA Categorical Exemption (Existing Facilities) (Report by Michael Lima)

B-8 General Election for Mayor and Council Districts 2, 4, and 6

Recommendation: Adopt a Resolution calling for and requesting consolidation of the City's General Municipal Election with the General Election on November 5, 2024, for the election of City Council elected to serve as Mayor and Council Districts 2, 4, and 6; and requesting that the Madera County Clerk render election services relating to the conduct of the election (Report by Alicia Gonzales)

C. WORKSHOP:

C-1 Budget Workshop (Report by Michael Lima)

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

D-1 City's Participation in the 4th of July Community Event

Recommendation: Adopt Resolutions:

1. Authorizing up to \$8,000 in payment to the Greater Madera Kiwanis should the 4th of July Community Event not raise adequate funds; and
2. Approving a Budget Amendment to the Fiscal Year 2023/2024 Operating Budget to appropriate General Fund balance for payment to the Greater Madera Kiwanis; and
3. Waiving the fees to cover the costs of police services of \$2,068 (Report by Giachino Chiaramonte)

D-2 Piggyback purchase agreements for Fleet Division-related purchase

Recommendation: Adopt a Resolution approving Sourcewell piggyback agreement with PB Loader Corporation for the purchase of an all-electric utility truck in the amount of \$129,016.41 for the Facilities Division and approve a Budget Amendment in the amount of \$46,517 to fund the recommended purchase (Report by Michael Lima)

D-3 Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2024, to June 30, 2025, for Fire Service Operations

Recommendation: Adopt a Resolution approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2024, to June 30, 2025, for \$6,236,553 (Report by Justin Macomb)

D-4 Purchase of Real Property located at 16564 N. Lake Street (APN: 038-030-028) for Planned Northeast Water Storage Tank

Recommendation: Adopt a Resolution:

1. Approving the Agreement for Purchase of a portion of Real Property located at 16564 N. Lake Street (APN: 038-030-028) for \$222,000 and Joint Escrow Instructions; and
2. Accepting the Grant Deed (Report by Keith Helmuth)

D-5 Caltrans State Route 145 Yosemite Avenue Project Cooperative Agreement – Local Only Contribution

Recommendation: Adopt a Resolution Approving Cooperative Agreement – Local Contribution Only (Agreement) in the amount \$3,000,000 with State of California Department of Transportation (Report by Keith Helmuth)

D-6 Measure T 2024 Draft Expenditure Plan

Recommendation: Adopt a Resolution Approving the Draft 2024 Measure T Expenditure Plan (Report by Keith Helmuth)

D-7 Temporary authority for the City Manager to offer higher than C-step for Deputy City Engineer, Senior Civil Engineer, and Senior Planner candidates

Recommendation: Adopt a Resolution providing the City Manager temporary authority to offer candidates considered for Deputy City Engineer, Senior Civil Engineer, and Senior Planner positions higher than C-step on the assigned salary range for the classifications (Report by Wendy Silva)

E. ADMINISTRATIVE REPORTS:

E-1 Madera Subbasin Joint Groundwater Sustainability Plan (GSP) – Re-Consideration of Five-Year Evaluation and Update of the GSP

Recommendation: Receive Report and provide direction regarding information provided to the City Council (Report by Keith Helmuth)

E-2 Mayor’s Appointment to the San Joaquin River Conservancy Board

Recommendation: Approve a Minute Order Approving the Mayor’s Appointment to the San Joaquin River Conservancy Board (Report by Alicia Gonzales)

E-3 PG&E Policy and Customer Resource Update

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

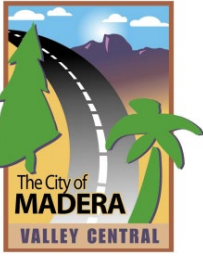
ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
 - The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
 - Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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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 June 5, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 5:45 p.m. on May 30, 2024.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	05/15/2024
Adopted:	06/05/2024

Minutes of a Regular Meeting of the Madera City Council

May 15, 2024
6:00 p.m.

Council Chambers
City Hall

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5
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, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiamonte, Public Works Director Ismael Hernandez and Program Manager – Grants (Transit) Xochitl Villaseñor.

INVOCATION: Joyce Lance, Glory of Zion Ministries

PLEDGE OF ALLEGIANCE: Councilmember Mejia

APPROVAL OF AGENDA:

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

PRESENTATIONS:

1. Proclamation Recognizing Public Works Week

2. Proclamation Recognizing Mrs. Elizabeth Ochoa as the 2024 California League of Educators (CLE) Teacher of the Year – Elementary Award

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.

Jose Eduardo Chavez, a resident of Madera and part of the Comite Guelaguetza thanked City Staff and Council for their involvement at last year’s Gueletguezta event. He invited everyone to the next event that will be held on Sunday, October 13, 2024 at the Madera Sunrise Rotary Sports Complex.

Kyle Savage, a Field Representative for Congressman Duarte mentioned that on April 26, 2024 they congratulated and presented the City of Madera with \$2 million dollars for two City projects. He stated that Congressman Duarte was proud to announce that he and others recently introduced HR 7816, The Clear Communications For Veterans Claims Act. Earlier this month, Congressman Duarte also hosted a roundtable and press conference on the bill with veteran stakeholders. He aims to make Veterans’ Administration notice letters easier and simpler for vets to understand.

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

A. PUBLIC HEARINGS: 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.

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

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

B-1 Minutes – May 1, 2024

Recommendation: Approve the City Council Minutes of May 1, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for April 20, 2024 to May 3, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 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 24-63 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 Acceptance of Basketball Courts at McNally Park

Recommendation: Approve a Minute Order Approving:
1. Acceptance of the Newly Reconstructed Basketball Courts at McNally Park, located at 825 South A Street, Madera, CA 93638; and
2. The Recording of Notice of Completion (Report by Joseph Hebert)

B-6 Acceptance of Trail Restoration Project at Vernon McCullough River Trail

Recommendation: Approve a Minute Order Approving:
1. Acceptance of the Vernon McCullough Trail Surface Restoration Project; and
2. The Recording of the Notice of Completion (Report by Joseph Hebert)

B-7 First Amendment to the Lease Agreement for Facilities at the Millview Community Center with Community Action Partnership of Madera County

Recommendation: Adopt a Resolution Approving the First Amendment to Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County (CAPMC) (Report by Joseph Hebert)

RES 24-64 RESOLUTION APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT FOR FACILITIES AT THE MILLVIEW COMMUNITY CENTER WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

B-8 Second Reading and Adoption of an Ordinance to Rezone (REZ 2022-09) ±2.3 acres of property located on the westerly corner of the Intersection of North Schnoor Avenue and Foxglove Way (APN: 013-070-014)

Recommendation: The Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take actions as follows:
1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera approving Rezone 2022-09 and amending the official City of Madera Zoning Map to rezone approximately 2.3 acres of property (APN: 013-070-014) from the PO (Professional Office) zone district to the C1 (Light Commercial) zone district (Report by Will Tackett)

ORD 1009 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZONE 2022-09 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 2.3 ACRES OF PROPERTY (APN: 013-070-014) FROM THE PO (PROFESSIONAL OFFICE) TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT

C. WORKSHOP: None

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

D-1 Consultant Services Agreement with Madera Unified School District for 2024 Summer Camps

Recommendation: Adopt a Resolution Approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the 2024 Summer Enrichment STEAM Camps not to exceed \$35,651 (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

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 24-65 RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITHMADERA UNIFIED SCHOOL DISTRICT FOR THE 2024 SUMMER ENRICHMENT STEAM CAMPS PROGRAM NOT TO EXCEED \$35,651

D-2 Rotary Park Rental for Farmers' Market 2024 Fee Waiver Request

Recommendation: Adopt a Resolution waiving the rental fees of Rotary Park related to the Neighborhood Farmers' Market at an anticipated fee rental of \$1,775 (Report by Joseph Hebert)

Sulma Yañes stated she is the Manager for the Farmers Market and she is the person who coordinated bringing this event to the City of Madera.

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

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

RES 24-66 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR ROTARY PARK RENTAL RELATED TO THE 2024 FARMERS' MARKET, HOSTED BY THE FARMERS' MARKET TEAM FROM JUNE 13 TO SEPTEMBER 12, 2024

D-3 Adoption of Updated District Boundary to Include Property Annexed into the City (Country Club Drive-Martin Street Annexation)

Recommendation: Waive the full reading and introduce an Ordinance of the City Council of the City of Madera amending Subsection C (3) of Section 2-1.21 of the City Municipal Code to adopt revised district boundaries by title only, including CEQA Guidelines Section 15061(b)(3) determination (Report by Alicia Gonzales)

Mr. Montes asked if the property being annexed would be connecting to City water services. Staff responded that the area was annexed into the City a couple of months ago. This item will allow residents in that area to vote as they are not currently in a Council District. Customers in the annexed area could potentially connect to City services but it would be expensive as the cost would be borne by the customer not the City.

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

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

INTRO ORDINANCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SUBSECTION (C)(3) OF SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES

D-4 Community Development Block Grant (CDBG) 2024/25 Annual Action Plan Final Funding Allocation

Recommendation: Approve by Minute Order the Tentative 2024/25 CDBG Annual Action Plan Final Funding Allocation in the Amount of \$989,495 (Report by Michael Lima)

April Molina spoke in favor of O.L.I.V.E.

Emilio Hipolito spoke in favor of Pequeños Empresarios.

Christine Argollo spoke in favor of Pequeños Empresarios.

Jessica Mendoza spoke in favor of Pequeños Empresarios.

A member of the public spoke in favor of Pequeños Empresarios.

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

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

E-1 Status Update of Airport Property Agricultural Property Leases Within the City of Madera

Recommendation: This report is submitted to the City Council (Council) to provide an update on Airport Property Lease Agreements (Report by Keith Helmuth)

E-2 Madera Metro Transit Operator, MV Inc Presentation

Recommendation: Council feedback and direction as deemed necessary for the ongoing operation of the Madera Metro Transit System (Report by Michael Lima)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under

this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Montes expressed appreciation for Staff and the work they do. He also thanked MV for their presentation and encouraged the public to reach out to their elected representatives with their questions or concerns.

Mayor Pro Tem Gallegos gave a shout out to the entire City staff for their continuous service to our customers and residents. She also mentioned that May is Mental Health Awareness Month and encouraged everyone to practice self-wellness checks.

Councilmember Villegas thanked all the presenters who presented at the Council Meeting. He honored those officers who have lost their lives in the line of duty and stated how important it is to recognize their sacrifices for the community. He announced a groundbreaking for the Madera County Food Bank on May 24, 2024 and invited the public to join in celebration.

Councilmember Mejia congratulated Pan Valley Institute on their Nu'u Yavi event that took place on May 3, 2024, and featured multi-culture and multi-ethnic cuisines. She requested a future workshop item concerning vendors and the process of applications/fees to participate in community events.

Councilmember Rodriguez had nothing to report.

Mayor Garcia had nothing to report.

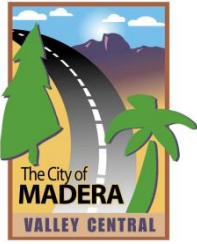
G. CLOSED SESSION: None

ADJOURNMENT: Meeting was adjourned at 8:12 p.m.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for May 4, 2024 to May 24, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of May 4, 2024 to May 24, 2024 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>	39378 – 39535	\$3,384,389.74

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$1,352,916.22
<i>SDI</i>	EDD	\$5,675.00
<i>CalPERS Payment</i>	CalPERS	\$297,215.37

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
June 5, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39378	05/08/2024	STREETS	STREETS	TRENTMAN CORPORATION	POSTS AND ANCHORS	\$ 4,277.12
39379	05/08/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	\$ 2,800.00
39379	05/08/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - SENIOR CIVIL ENGINEER	\$ 2,800.00
39380	05/08/2024	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	\$ 500.00
39381	05/08/2024	STREETS	STREETS	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	SEALANT	\$ 3,815.11
39382	05/08/2024	FINANCE	CENTRAL ADMIN	THE PUN GROUP	PROFESSIONAL AUDITING SVS	\$ 5,500.00
39383	05/08/2024	FINANCE	FINANCE	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: INTERIM FINANCE DIRECTOR	\$ 2,843.75
39384	05/08/2024	CITY CLERK	PURCHASING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL - CITY ATTORNEY	\$ 7.75
39385	05/08/2024	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 621.12
39386	05/08/2024	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q1 23/24 CONTRACT/AUDIT SALES TAX	\$ 3,060.00
39387	05/08/2024	PD OPS	MEAS K - PD	DOOLEY ENTERPRISES, INC.	AMMUNITION	\$ 28,046.21
39388	05/08/2024	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 04/01/24-04/15/24	\$ 1,069.60
39388	05/08/2024	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 2,752.15
39389	05/08/2024	INFO SERVICES	BUILDING	ZONES IT SOLUTIONS INC	TABLETS FOR INSPECTORS	\$ 1,205.52
39390	05/08/2024	UB - WATER	UB - GARBAGE	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	\$ 136.76
39390	05/08/2024	UB - WATER	UB - SEWER	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	\$ 136.75
39390	05/08/2024	UB - WATER	UB - WATER	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	\$ 273.51
39391	05/08/2024	PD OPS	PD OPS	A1 TOWING SERVICE LLC	TOWING SERVICES	\$ 760.00
39392	05/08/2024	FIRE	MEAS K - FIRE	KERB APPEAL, INC.	STATION 58 FENCE	\$ 15,660.00
39393	05/08/2024	INFO SERVICES	COMPUTER MAINT	ABTECH TECHNOLOGIES, INC.	SALES TAX FOR PO 30240341	\$ 8,566.16
39394	05/08/2024	STREETS	STREETS	PRECISION EMPRISE LLC	SIDEWALK REPAIR	\$ 3,008.83
39395	05/08/2024	PD OPS	PD OPS	FRONTLINE PUBLIC SAFETY SOLUTIONS	ANNUAL MEMBERSHIP	\$ 1,250.00
39396	05/08/2024	FINANCE	CENTRAL ADMIN	AT&T	04/24 CALNET 3 SERVICE 9391026406	\$ 27.53
39396	05/08/2024	FINANCE	FINANCE	AT&T	04/24 CALNET 3 SERVICE 9391026406	\$ 27.54
39396	05/08/2024	FINANCE	HR/RISK MGT	AT&T	04/24 CALNET 3 SERVICE 9391026400	\$ 29.03
39396	05/08/2024	FINANCE	MEAS K - FIRE	AT&T	09/23 CALNET 3 SERVICE 9391068734	\$ 52.58
39396	05/08/2024	FINANCE	PARKS	AT&T	04/24 CALNET 3 SERVICE 9391026412	\$ 161.03
39396	05/08/2024	FINANCE	PARKS ADMIN	AT&T	04/24 CALNET 3 SERVICE 9391031580	\$ 280.95
39396	05/08/2024	FINANCE	SEWER OPS	AT&T	04/24 CALNET 3 SERVICE 9391026410	\$ 56.51
39396	05/08/2024	FINANCE	SR CITIZEN COMM	AT&T	04/24 CALNET 3 SERVICE 9391026415	\$ 66.39
39396	05/08/2024	FINANCE	WWTP	AT&T	04/24 CALNET 3 SERVICE 9391026417	\$ 37.93
39396	05/08/2024	FINANCE	WWTP	AT&T	04/24 CALNET 3 SERVICE 9391026405	\$ 29.03
39396	05/08/2024	FINANCE	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391026414	\$ 368.43
39396	05/08/2024	FINANCE	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391026409	\$ 29.44
39396	05/08/2024	PD OPS	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391064552	\$ 286.21
39397	05/08/2024	PD OPS	PD OPS	ADAMS, MARK	PER DIEM - POST MANAGEMENT COURSE	\$ 396.75
39398	05/08/2024	PD OPS	PD OPS	ADAMS, MARK	PER DIEM - CAL CHIEF'S ANNUAL TRAINING SYMPOSIUM	\$ 224.25
39399	05/08/2024	FACILITIES	FACILITIES MAINT	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	STREET LAMP POST TOPS	\$ 1,055.44
39400	05/08/2024	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	\$ 148.50
39401	05/08/2024	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	ONLINE VERSION OF MMC UPDATE	\$ 157.28
39402	05/08/2024	WWTP	WWTP	BASS & SONS	WWTP - CRANE SERVICES	\$ 350.00
39403	05/08/2024	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - CAL-TRANS	\$ 7,040.13

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39404	05/08/2024	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - AIRPORT	\$ 113.50
39404	05/08/2024	FACILITIES	CENTRAL ADMIN	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL FINANCE	\$ 548.00
39404	05/08/2024	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PANAM	\$ 702.80
39404	05/08/2024	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - MILLVIEW	\$ 113.50
39404	05/08/2024	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - JWYC	\$ 782.45
39404	05/08/2024	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FBSC	\$ 325.75
39404	05/08/2024	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PCS YOUTH SERVICES	\$ 113.50
39404	05/08/2024	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW CITY YARD	\$ 113.50
39404	05/08/2024	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - ENG	\$ 113.50
39404	05/08/2024	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - RDA	\$ 113.50
39404	05/08/2024	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #6	\$ 113.50
39404	05/08/2024	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #7	\$ 113.50
39404	05/08/2024	FACILITIES	INTERMODAL BLDG	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - INTERMODAL	\$ 267.70
39404	05/08/2024	FACILITIES	WATER OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW WATER	\$ 326.80
39404	05/08/2024	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	\$ 310.90
39404	05/08/2024	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	\$ 1,163.99
39404	05/08/2024	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD	\$ 646.49
39405	05/08/2024	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 74.25
39405	05/08/2024	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 163.13
39405	05/08/2024	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 223.30
39405	05/08/2024	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 1,163.08
39405	05/08/2024	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 1,335.76
39405	05/08/2024	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 310.70
39405	05/08/2024	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 720.82
39405	05/08/2024	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 407.85
39405	05/08/2024	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 192.88
39405	05/08/2024	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 192.88
39405	05/08/2024	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 223.31
39405	05/08/2024	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 223.30
39405	05/08/2024	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 192.88
39405	05/08/2024	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 194.02
39405	05/08/2024	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 376.64
39405	05/08/2024	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 04/24	\$ 386.16
39406	05/08/2024	PD OPS	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - CAL CHIEF'S ANNUAL TRAINING SYMPOSIUM	\$ 224.25
39407	05/08/2024	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	APRIL 2024 BILLING	\$ 2,698.06
39407	05/08/2024	UB - WATER	UB - SEWER	DATAPROSE, LLC	APRIL 2024 BILLING	\$ 2,698.07
39407	05/08/2024	UB - WATER	UB - WATER	DATAPROSE, LLC	APRIL 2024 BILLING	\$ 5,396.15
39408	05/08/2024	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - FIRE 58	\$ 859.50
39408	05/08/2024	WWTP	WWTP	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - WWTP	\$ 306.25
39409	05/08/2024	CITY ADMIN	COMMUNITY PROMO	ECONOMIC DEVELOPMENT COMMISSION	Q4 EDC CONTRIBUTION FY 23/24	\$ 45,359.47
39410	05/08/2024	FACILITIES	COMPUTER MAINT	47TH PLACE- CARPET ONE	CARPET TILE - IT	\$ 2,950.00
39411	05/08/2024	PD OPS	MEAS K - PD	FRESNO CITY COLLEGE	REGISTRATION FEE - POLICE ACADEMY ID# 0613745	\$ 930.00
39411	05/08/2024	PD OPS	MEAS K - PD	FRESNO CITY COLLEGE	REGISTRATION FEE - POLICE ACADEMY ID# 0866018	\$ 930.00
39411	05/08/2024	PD OPS	PD OPS	FRESNO CITY COLLEGE	REGISTRATION FEE - POST SUPERVISOR	\$ 299.00
39412	05/08/2024	PD OPS	PD OPS	GONZALEZ, FELIX	PER DIEM - POST MANAGEMENT COURSE	\$ 425.50

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39413	05/08/2024	FACILITIES	SEWER OPS	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE	\$ 1,566.64
39413	05/08/2024	WATER OPS	WATER OPS	INDUSTRIAL ELECTRICAL CO.	WELL 24 MAINTENANCE	\$ 2,921.80
39414	05/08/2024	FLEET MAINT	TRANS - DAR	J'S COMMUNICATIONS	BUS ANTENNAS - MINI UHF	\$ 24.68
39414	05/08/2024	FLEET MAINT	TRANS - DAR	J'S COMMUNICATIONS	BUS ANTENNAS - 1/4 WAVE 450-470 MHZ	\$ 30.48
39415	05/08/2024	FIRE	FIRE	LAWLER EXCAVATION PIPELINE & UTILITIES	EMERGENCY GAS LINE REPAIR	\$ 1,358.06
39416	05/08/2024	CENTRAL ADMIN	CENTRAL ADMIN	LEAGUE OF CALIFORNIA CITIES	CAL CITIES DIVISIONAL DUES 2024	\$ 553.25
39417	05/08/2024	ANIMAL CONTROL	ANIMAL CONTROL	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES 04/29/24	\$ 94.88
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE 6255039	\$ 200.00
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REBATE 4576383	\$ 100.00
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILETS X3 REBATE 9904237	\$ 300.00
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH AND DELIVERY REBATE 6725051	\$ 175.00
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH REBATE 6255039	\$ 100.00
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRRIGATION CONTROLLER REBATE 9907988	\$ 105.57
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRRIGATION CONTROLLER REBATE 9904237	\$ 135.26
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRRIGATION CONTROLLER REBATE 6255039	\$ 138.00
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE 6255039	\$ 150.00
39418	05/08/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	TIMER REBATE 6255039	\$ 50.00
39419	05/08/2024	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 2/3/2023	\$ 165.00
39420	05/08/2024	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 12/2016	\$ 350.00
39421	05/08/2024	FINANCE	FINANCE	MADERA TRIBUNE	PROFESSIONAL AUDITING SVS AD #00024558	\$ 113.75
39421	05/08/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT AD #00027623	\$ 68.40
39421	05/08/2024	PLANNING	PLANNING	MADERA TRIBUNE	10 DAY CC NOTICE AD #00027614	\$ 533.00
39421	05/08/2024	PLANNING	PLANNING	MADERA TRIBUNE	21 DAY NOI NOTICE AD #00027610	\$ 318.50
39422	05/08/2024	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 23.21
39422	05/08/2024	PW ADMIN	STREET CLEANING	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 8,073.25
39422	05/08/2024	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 610.99
39423	05/08/2024	PD OPS	MEAS K - PD	MOTOROLA SOLUTIONS INC.	ASTRO SUA II FIELD IMPLEMENTATION	\$ 99,040.67
39424	05/08/2024	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	ENG DESIGN SERVICES 03/24	\$ 464.00
39424	05/08/2024	PARKS	PROP 68 GRANT	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARK	\$ 4,396.11
39424	05/08/2024	PARKS ADMIN	SPECIAL LEGISLATIVE GRANT	O'DELL ENGINEERING, INC.	LTC TRAIL & PARK IMPROVEMENTS	\$ 2,897.72
39425	05/08/2024	TRANS - FIXED ROUTE	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	\$ 19.46
39426	05/08/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (62.70)
39426	05/08/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3819620697-3	\$ 77.23
39426	05/08/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 2,452.07
39426	05/08/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	04/24 SERVICE 8307681856-2	\$ 37.58
39426	05/08/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 735.86
39426	05/08/2024	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	04/24 SERVICE 2000655655-7	\$ 1,855.09
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 6690755760-8	\$ 118.99
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 1619119913-8	\$ 144.22
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3499945233-6	\$ 123.13
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 7928098441-4	\$ 56.47
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3352588453-3	\$ 112.49
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 1013877191-9	\$ 68.78
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 39,876.07
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 5237156686-1	\$ 44.58

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39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 4318089701-9	\$ 24.38
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 8178280304-3	\$ 208.62
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3642526071-2	\$ 90.22
39426	05/08/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 7949615676-5	\$ 25.01
39426	05/08/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 7,332.76
39426	05/08/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/24 SERVICE 273157566-4	\$ 1,925.34
39426	05/08/2024	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 936.11
39426	05/08/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 22.55
39426	05/08/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 7,205.48
39426	05/08/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 3,185.83
39426	05/08/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 285.72
39426	05/08/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (20.88)
39426	05/08/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9109225160-1	\$ 502.05
39426	05/08/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 113,267.97
39426	05/08/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9172110863-6	\$ 24,368.40
39426	05/08/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9651992016-7	\$ 252.27
39426	05/08/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 204.39
39426	05/08/2024	FINANCE	ZONE 34B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 0443905948-8	\$ 9.85
39426	05/08/2024	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (44.22)
39426	05/08/2024	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (132.61)
39426	05/08/2024	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (86.57)
39426	05/08/2024	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (43.17)
39426	05/08/2024	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (217.92)
39426	05/08/2024	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (177.18)
39426	05/08/2024	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (132.61)
39426	05/08/2024	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (44.63)
39426	05/08/2024	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (202.76)
39426	05/08/2024	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (42.98)
39426	05/08/2024	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (156.55)
39426	05/08/2024	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ (85.21)
39426	05/08/2024	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3533032414-2	\$ 53.80
39427	05/08/2024	PD OPS	SUPP LAW ENF	PECK'S PRINTERY	ANNUAL REPORT BOOKLETS	\$ 1,786.13
39428	05/08/2024	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	ALY-01 & ALY-03 CONSTRUCTION CONTRACT	\$ 57,558.04
39428	05/08/2024	ENGINEERING	MEAS T - ENVIRO	SEAL RITE PAVING	ALY-01 & ALY-03 CONSTRUCTION CONTRACT	\$ 7,457.25
39428	05/08/2024	PARKS ADMIN	CCLP GRANT	SEAL RITE PAVING	CCLGP VERNON MCCULLOUGH RIVER TRAIL RESTORATION	\$ 131,975.40
39429	05/08/2024	ENGINEERING	WWTP	SPARKLETTS	ENGINEERING WATER	\$ 113.42
39430	05/08/2024	RECREATION	COMM & REC	TK ELEVATOR CORPORATION	05/24 YOUTH CENTER ELEVATOR MAINTENANCE	\$ 315.17
39431	05/08/2024	ENGINEERING	ENGINEERING	USA BLUE BOOK	INSPECTOR METER BOX LIFTERS	\$ 298.56
39432	05/08/2024	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICE - APRIL 2024	\$ 500.00
39433	05/08/2024	STREETS	CDBG PUB IMPR	WEST COAST ARBORISTS, INC.	STREETS/STORM DRAINS 621 E 5TH ST REMOVAL-CONCRET	\$ 5,400.00
39434	05/08/2024	ENGINEERING	WATER CAPITAL OUTLAY	WEST VALLEY CONSTRUCTION CO. INC.	WATER METERS	\$ 5,823.89
39435	05/08/2024	FINANCE	REVOLVING LOAN FUND	OTP - FINANCE	REPLACING MCE CHECK #1221 DATED 11/02/20	\$ 190.35
39436	05/08/2024	WATER OPS	WATER CONSERV	OTP- REBATES	FINAL TURF REPLACEMENT REBATE 6255039	\$ 1,000.00
39437	05/08/2024	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 23-37) 9386121	\$ 3,000.00
39438	05/08/2024	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 23-33) 4684226	\$ 1,500.00

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39439	05/08/2024	PLANNING	PLANNING	BLDING/PLAN REFND	PROJECT CANCELLED REFUND 50% OF FEES	\$ 677.50
39440	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	PAN-AM GYM DEPOSIT REIMBURSEMENT	\$ 500.00
39441	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	FRANK BERGON DEPOSIT REIMBURSEMENT	\$ 100.00
39442	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	LTC PAVILLION DEPOSIT REIMBURSEMENT	\$ 50.00
39443	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	LTC PAVILLION DEPOSIT REIMBURSEMENT	\$ 50.00
39444	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	LTC PAVILLION DEPOSIT REIMBURSEMENT	\$ 50.00
39445	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	LTC PAVILLION DEPOSIT REIMBURSEMENT	\$ 50.00
39446	05/08/2024	RECREATION	AQUATICS PROGRM	OTP- PARKS REFUNDS	SWIM LESSON #1899/1900 CANCELLATION REIMBURSE	\$ 170.00
39447	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	PAN-AM GYM DEPOSIT REIMBURSEMENT	\$ 200.00
39448	05/08/2024	RECREATION	SPORTS PROGRAMS	OTP- PARKS REFUNDS	TINY TIKES TRACK #1914 CANCELLATION REIMBURSE	\$ 50.00
39449	05/08/2024	RECREATION	SPORTS PROGRAMS	OTP- PARKS REFUNDS	BASEBALL ACTIVITY #1864 CANCELLATION REIMBURSE	\$ 60.00
39450	05/08/2024	RECREATION	COMM & REC	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT - ROTARY YOUTH HUT	\$ 230.00
39450	05/08/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT - ROTARY YOUTH HUT	\$ 50.00
39451	05/08/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924127	\$ 152.08
39452	05/08/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9892471	\$ 1,588.99
39453	05/08/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913908	\$ 118.15
39454	05/08/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 5811192	\$ 3.69
39455	05/14/2024	ENGINEERING	FAU CMAQ	MOORE TWINING ASSOCIATES, INC	ALY-01/-03 TESTING DECEMBER 2023	\$ 887.51
39455	05/14/2024	ENGINEERING	FAU CMAQ	MOORE TWINING ASSOCIATES, INC	ALY-01/03 TESTING NOVEMBER 2023	\$ 1,255.00
39455	05/14/2024	ENGINEERING	MEAS T - ENVIRO	MOORE TWINING ASSOCIATES, INC	ALY-01/-03 TESTING DECEMBER 2023	\$ 1,046.74
39455	05/14/2024	ENGINEERING	MEAS T - ENVIRO	MOORE TWINING ASSOCIATES, INC	ALY-01/03 TESTING NOVEMBER 2023	\$ 1,255.00
39456	05/14/2024	PD OPS	MEAS K - PD	KER'S GAS & LUBE, INC.	10/23 PD CAR WASHES	\$ 605.00
39456	05/14/2024	PD OPS	MEAS K - PD	KER'S GAS & LUBE, INC.	11/23 PD CAR WASHES	\$ 455.00
39457	05/14/2024	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 04/24	\$ 30,514.66
39458	05/14/2024	WATER OPS	WATER OPS	THIRKETTLE CORPORATION	3" TEST PORT PLUG & ADAPTOR	\$ 97.65
39459	05/14/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - SENIOR CIVIL ENGINEER	\$ 5,600.00
39460	05/14/2024	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 375.65
39460	05/14/2024	PW ADMIN	BUILDING	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 350.00
39460	05/14/2024	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 3,977.86
39460	05/14/2024	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 7,667.01
39460	05/14/2024	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 2,731.42
39460	05/14/2024	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 237.47
39460	05/14/2024	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 568.33
39460	05/14/2024	PW ADMIN	PARKS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 250.00
39460	05/14/2024	PW ADMIN	PLANNING	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 379.80
39460	05/14/2024	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 733.72
39460	05/14/2024	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 733.72
39460	05/14/2024	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 948.94
39460	05/14/2024	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 948.94
39460	05/14/2024	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 237.46
39460	05/14/2024	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 237.47
39460	05/14/2024	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 474.92
39460	05/14/2024	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 237.43
39460	05/14/2024	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 1,057.84
39460	05/14/2024	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 636.68

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39460	05/14/2024	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 05/24	\$ 4,618.22
39461	05/14/2024	WATER QUALITY	WATER QUALITY CONTROL	DAVID HEUMANN	WATER TOWER SAMPLE LINE DISINFECTION	\$ 750.00
39462	05/14/2024	PD OPS	SUPP LAW ENF	LEATHAM FAMILY, LLC	PD BADGE ORDER	\$ 2,379.77
39463	05/14/2024	PD OPS	MEAS K - PD	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 800.00
39464	05/14/2024	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 04/24	\$ 118,758.93
39464	05/14/2024	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 04/24	\$ 69,708.09
39465	05/14/2024	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	\$ 158.60
39466	05/14/2024	PD OPS	PD OPS	CV FORENSIC NURSING SPECIALISTS	EXAM 24M-02211	\$ 1,000.00
39467	05/14/2024	PARKS	PARKING DIST OPS	ELITE MAINT AND TREE SERVICE	GROUP 1 DOWNTOWN MAINTENANCE 05/24	\$ 509.60
39467	05/14/2024	PARKS	PARKS	ELITE MAINT AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINTENANCE 05/24	\$ 5,678.40
39467	05/14/2024	PARKS	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 05/24	\$ 12,560.80
39468	05/14/2024	PURCHASING	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 81.37
39468	05/14/2024	PURCHASING	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 455.05
39468	05/14/2024	PURCHASING	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 150.53
39468	05/14/2024	PURCHASING	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 610.97
39468	05/14/2024	PURCHASING	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 720.33
39468	05/14/2024	PURCHASING	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 114.31
39468	05/14/2024	PURCHASING	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 381.64
39468	05/14/2024	PURCHASING	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 139.64
39468	05/14/2024	PURCHASING	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 94.41
39468	05/14/2024	PURCHASING	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 1,095.84
39468	05/14/2024	PURCHASING	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 800.59
39468	05/14/2024	PURCHASING	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 2,596.94
39468	05/14/2024	PURCHASING	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 2,653.18
39468	05/14/2024	PURCHASING	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 1,463.75
39468	05/14/2024	PURCHASING	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 1,927.56
39468	05/14/2024	PURCHASING	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 4,617.69
39468	05/14/2024	PURCHASING	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 4,201.43
39468	05/14/2024	PURCHASING	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 2,484.53
39468	05/14/2024	PURCHASING	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 760.37
39468	05/14/2024	PURCHASING	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 139.55
39468	05/14/2024	PURCHASING	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/16/24-04/30/24	\$ 10,028.70
39468	05/14/2024	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	PROPANE - WWTP	\$ 2,540.82
39469	05/14/2024	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	\$ 2,736.50
39470	05/14/2024	PD OPS	PD OPS	LAW DOG K9	APRIL 2024 K9 VENDOR TRAINING	\$ 900.00
39471	05/14/2024	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 224.37
39472	05/14/2024	FIRE	MEAS K - FIRE	BURTON'S FIRE, INC	WINDOW SWITCH	\$ 134.95
39473	05/14/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 1,728.00
39474	05/14/2024	FINANCE	AQUATICS PROGRM	AT&T	04/24 CALNET 3 SERVICE 9391026397	\$ 27.44
39474	05/14/2024	FINANCE	BUILDING	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 18.67
39474	05/14/2024	FINANCE	BUILDING	AT&T	04/24 CALNET 3 SERVICE 9391026407	\$ 28.97
39474	05/14/2024	FINANCE	BUILDING	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 28.82
39474	05/14/2024	FINANCE	BUILDING	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 60.41
39474	05/14/2024	FINANCE	CITY ATTORNEY	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 7.00
39474	05/14/2024	FINANCE	CITY ATTORNEY	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 8.22

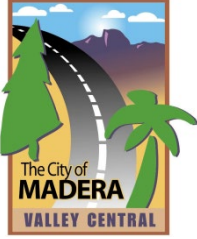
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39474	05/14/2024	FINANCE	CITY ATTORNEY	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 17.23
39474	05/14/2024	FINANCE	CITY ATTORNEY	AT&T	04/24 CALNET 3 SERVICE 9391026388	\$ 58.08
39474	05/14/2024	FINANCE	CITY CLERK	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 4.67
39474	05/14/2024	FINANCE	CITY CLERK	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 8.22
39474	05/14/2024	FINANCE	CITY CLERK	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 17.23
39474	05/14/2024	FINANCE	CODE ENF	AT&T	04/24 CALNET 3 SERVICE 9391026413	\$ 57.50
39474	05/14/2024	FINANCE	COMM & REC	AT&T	04/24 CALNET 3 SERVICE 9391026391	\$ 300.32
39474	05/14/2024	FINANCE	COMM & REC	AT&T	04/24 CALNET 3 SERVICE 9391026392	\$ 58.00
39474	05/14/2024	FINANCE	COMPUTER MAINT	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 2.33
39474	05/14/2024	FINANCE	COMPUTER MAINT	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 16.47
39474	05/14/2024	FINANCE	COMPUTER MAINT	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 34.51
39474	05/14/2024	FINANCE	ENGINEERING	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 35.00
39474	05/14/2024	FINANCE	ENGINEERING	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 57.65
39474	05/14/2024	FINANCE	ENGINEERING	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 120.83
39474	05/14/2024	FINANCE	FACILITIES MAINT	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 26.12
39474	05/14/2024	FINANCE	FACILITIES MAINT	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 13.72
39474	05/14/2024	FINANCE	FINANCE	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 23.33
39474	05/14/2024	FINANCE	FINANCE	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 45.29
39474	05/14/2024	FINANCE	FINANCE	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 94.93
39474	05/14/2024	FINANCE	FIRE	AT&T	04/24 CALNET 3 SERVICE 9391026402	\$ 28.97
39474	05/14/2024	FINANCE	FLEET MAINT	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 17.45
39474	05/14/2024	FINANCE	FLEET MAINT	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 9.15
39474	05/14/2024	FINANCE	GRANT OVERSIGHT	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 11.67
39474	05/14/2024	FINANCE	GRANT OVERSIGHT	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 16.47
39474	05/14/2024	FINANCE	GRANT OVERSIGHT	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 34.51
39474	05/14/2024	FINANCE	HR/RISK MGT	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 7.00
39474	05/14/2024	FINANCE	HR/RISK MGT	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 12.33
39474	05/14/2024	FINANCE	HR/RISK MGT	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 25.84
39474	05/14/2024	FINANCE	PLANNING	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 11.67
39474	05/14/2024	FINANCE	PLANNING	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 20.58
39474	05/14/2024	FINANCE	PLANNING	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 43.13
39474	05/14/2024	FINANCE	STREETS	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 43.57
39474	05/14/2024	FINANCE	STREETS	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 22.88
39474	05/14/2024	FINANCE	SEWER OPS	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 30.48
39474	05/14/2024	FINANCE	SEWER OPS	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 16.01
39474	05/14/2024	FINANCE	SOLID WASTE	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 34.82
39474	05/14/2024	FINANCE	SOLID WASTE	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 18.32
39474	05/14/2024	FINANCE	SR CITIZEN COMM	AT&T	04/24 CALNET 3 SERVICE 9391026395	\$ 29.00
39474	05/14/2024	FINANCE	SR CITIZEN COMM	AT&T	04/24 CALNET 3 SERVICE 9391026389	\$ 29.00
39474	05/14/2024	FINANCE	UB - GARBAGE	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 8.71
39474	05/14/2024	FINANCE	UB - GARBAGE	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 6.22
39474	05/14/2024	FINANCE	UB - GARBAGE	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 13.36
39474	05/14/2024	FINANCE	UB - GARBAGE	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 28.05
39474	05/14/2024	FINANCE	UB - GARBAGE	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 4.57
39474	05/14/2024	FINANCE	UB - SEWER	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 8.71

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39474	05/14/2024	FINANCE	UB - SEWER	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 6.22
39474	05/14/2024	FINANCE	UB - SEWER	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 13.38
39474	05/14/2024	FINANCE	UB - SEWER	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 28.04
39474	05/14/2024	FINANCE	UB - SEWER	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 4.57
39474	05/14/2024	FINANCE	UB - WATER	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 17.45
39474	05/14/2024	FINANCE	UB - WATER	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 12.44
39474	05/14/2024	FINANCE	UB - WATER	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 26.81
39474	05/14/2024	FINANCE	UB - WATER	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 56.19
39474	05/14/2024	FINANCE	UB - WATER	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 9.16
39474	05/14/2024	FINANCE	UB - WATER	AT&T	04/24 CALNET 3 SERVICE 9391026393	\$ 85.45
39474	05/14/2024	FINANCE	WATER OPS	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 39.19
39474	05/14/2024	FINANCE	WATER OPS	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 20.58
39474	05/14/2024	FINANCE	WATER QUALITY CONTROL	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 17.45
39474	05/14/2024	FINANCE	WATER QUALITY CONTROL	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 9.15
39474	05/14/2024	FINANCE	WWTP	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 26.12
39474	05/14/2024	FINANCE	WWTP	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 13.72
39474	05/14/2024	FINANCE	CITY MANAGER	AT&T	04/24 CALNET 3 SERVICE 9391031559	\$ 9.33
39474	05/14/2024	FINANCE	CITY MANAGER	AT&T	04/24 CALNET 3 SERVICE 9391031577	\$ 8.22
39474	05/14/2024	FINANCE	CITY MANAGER	AT&T	04/24 CALNET 3 SERVICE 9391026390	\$ 17.23
39474	05/14/2024	FINANCE	PURCHASING	AT&T	04/24 CALNET 3 SERVICE 9391026394	\$ 26.12
39474	05/14/2024	FINANCE	PURCHASING	AT&T	04/24 CALNET 3 SERVICE 9391031564	\$ 13.72
39474	05/14/2024	FINANCE	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391026411	\$ 167.27
39474	05/14/2024	FINANCE	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391031579	\$ 274.26
39474	05/14/2024	FINANCE	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391031561	\$ 155.55
39474	05/14/2024	PD OPS	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391031566	\$ 155.55
39474	05/14/2024	PD OPS	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391031578	\$ 177.48
39475	05/14/2024	PD OPS	PD OPS	AT&T	04/24 FIRSTNET SVS 287302965625	\$ 6,313.97
39476	05/14/2024	PD OPS	PD OPS	ANAYA, CHRIS	TUITION REIMBURSEMENT	\$ 459.00
39477	05/14/2024	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 2,340.50
39478	05/14/2024	PARKS	PARKS	BSN SPORTS	3" CLASSIC ALUMAGOAL	\$ 4,538.24
39479	05/14/2024	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	04/24 PRE-EMPLOYMENT SERVICES	\$ 111.00
39479	05/14/2024	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	01/24 BLOOD ALCOHOL ANALYSIS	\$ 1,155.00
39480	05/14/2024	ENGINEERING	ENGINEERING	CHICAGO TITLE COMPANY	TITLE REPORTS FOR 620 CLINTON ST	\$ 500.00
39480	05/14/2024	ENGINEERING	AFFORDABLE HOUSING	CHICAGO TITLE COMPANY	TITLE REPORTS FOR 514 CLINTON ST	\$ 500.00
39480	05/14/2024	ENGINEERING	AFFORDABLE HOUSING	CHICAGO TITLE COMPANY	TITLE REPORTS FOR 349 SOUTH C ST	\$ 500.00
39480	05/14/2024	ENGINEERING	AFFORDABLE HOUSING	CHICAGO TITLE COMPANY	TITLE REPORTS FOR 1936 W 3RD ST	\$ 500.00
39480	05/14/2024	ENGINEERING	AFFORDABLE HOUSING	CHICAGO TITLE COMPANY	TITLE REPORTS FOR 200 COMMERCE DR	\$ 750.00
39481	05/14/2024	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONTRACTED SERVICES/BILINGUAL EXAM	\$ 459.25
39482	05/14/2024	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	Q3 ACTUAL BILLING FOR CITY CONTRACT FY 23/24	\$ 1,061,106.39
39482	05/14/2024	FIRE	MEAS K - FIRE	DEPARTMENT OF FORESTRY AND FIRE	Q3 ACTUAL BILLING FOR CITY CONTRACT FY 23/24	\$ 530,553.19
39483	05/14/2024	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	06/24 ALARM MONITORING 2558 CONDOR DR	\$ 35.00
39483	05/14/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	06/24 TRANSIT CENTER FIRE ALARM	\$ 80.00
39483	05/14/2024	WATER OPS	COMPUTER MAINT	DIAMOND COMMUNICATIONS	06/24 SECURITY ALARM MONITORING - PW	\$ 32.50
39483	05/14/2024	WATER OPS	FACILITIES MAINT	DIAMOND COMMUNICATIONS	06/24 SECURITY ALARM MONITORING - PW	\$ 73.12
39483	05/14/2024	WATER OPS	FLEET MAINT	DIAMOND COMMUNICATIONS	06/24 SECURITY ALARM MONITORING - PW	\$ 47.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39483	05/14/2024	WATER OPS	PARKS	DIAMOND COMMUNICATIONS	06/24 SECURITY ALARM MONITORING - PW	\$ 32.50
39483	05/14/2024	WATER OPS	STREETS	DIAMOND COMMUNICATIONS	06/24 SECURITY ALARM MONITORING - PW	\$ 73.12
39483	05/14/2024	WATER OPS	SEWER OPS	DIAMOND COMMUNICATIONS	06/24 SECURITY ALARM MONITORING - PW	\$ 73.13
39483	05/14/2024	WATER OPS	WATER OPS	DIAMOND COMMUNICATIONS	06/24 SECURITY ALARM MONITORING - PW	\$ 73.13
39483	05/14/2024	COMM & REC CENTERS	COMM & REC	DIAMOND COMMUNICATIONS	06/24 PAC FIRE ALARM MONITORING	\$ 36.00
39484	05/14/2024	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	05/24 POWER SWEEPING	\$ 402.50
39484	05/14/2024	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	05/24 POWER SWEEPING	\$ 402.50
39485	05/14/2024	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	STREET LIGHTS - 48 WATT	\$ 4,546.50
39486	05/14/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	05/24 UTILITY SERVICES 3040421-500276	\$ 49.39
39486	05/14/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	05/24 UTILITY SERVICES 3040441-500276	\$ 64.08
39486	05/14/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	05/24 UTILITY SERVICES 3040431-500276	\$ 89.87
39486	05/14/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH REBATE 9919593	\$ 20.00
39486	05/14/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRRIGATION CONTROLLER REBATE 9920790	\$ 135.00
39486	05/14/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REBATE 3533071	\$ 100.00
39486	05/14/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH REBATE 9919479	\$ 62.50
39486	05/14/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE 9925851	\$ 200.00
39487	05/14/2024	UB - WATER	PD OPS	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES PAID 03/24	\$ 175.50
39488	05/14/2024	GRANTS	PERMANENT LOCAL HOUSING ALLOCT	MADERA RESCUE MISSION, INC.	PLHA 1ST INVOICE APRIL 2024	\$ 10,662.24
39489	05/14/2024	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	ACCESSORIES - PER SGT BUSHEY	\$ 1,321.68
39489	05/14/2024	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	TAPER GROMMET & BATON HOLDERS - PER BUSHEY	\$ 78.64
39489	05/14/2024	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES - SAAVEDRA	\$ 909.02
39489	05/14/2024	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	BELT KEEPERS, DUTY BELTS, INNER BELT HOOKS	\$ 327.51
39489	05/14/2024	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES - MAO	\$ 909.02
39490	05/14/2024	RECREATION	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 RENTAL FOR POOL	\$ 108.00
39491	05/14/2024	PD OPS	MEAS K - PD	MOTOROLA SOLUTIONS INC.	V300 JACKET CLIP MOUNT	\$ 1,710.35
39492	05/14/2024	PD OPS	SUPP LAW ENF	NAPA MADERA MOTOR PARTS	UNIV COUPLER LOCK	\$ 36.87
39493	05/14/2024	FINANCE	FINANCE	NICHOLS CONSULTING ENGINEERS, CHTD.	STATE MANDATED COST CONSULTING SERVICES	\$ 3,500.00
39494	05/14/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 53.11
39494	05/14/2024	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 370.15
39494	05/14/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 784.48
39494	05/14/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 960.93
39494	05/14/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 1715785853-5	\$ 1,438.05
39494	05/14/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 5225647713-5	\$ 14.29
39494	05/14/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 1598348280-1	\$ 88.96
39494	05/14/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 6,816.65
39494	05/14/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 243.87
39494	05/14/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ (242.85)
39494	05/14/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 23.34
39494	05/14/2024	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 36.28
39494	05/14/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 157.32
39494	05/14/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 105.38
39494	05/14/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 8.65
39494	05/14/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 20,982.21
39494	05/14/2024	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ (28.67)
39494	05/14/2024	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ (44.66)

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39494	05/14/2024	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ (89.30)
39494	05/14/2024	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9920095153-3	\$ 3,653.67
39495	05/14/2024	UB - WATER	FINANCE	PHOENIX GROUP INFO SYS	CITATIONS 03/24	\$ 214.10
39495	05/14/2024	UB - WATER	PARKING DIST OPS	PHOENIX GROUP INFO SYS	CITATIONS 03/24	\$ 96.20
39496	05/14/2024	WWTP	WWTP	SPARKLETTTS	WWTP - LAB & DRINKING WATER	\$ 138.44
39497	05/14/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/10/24 PAYROLL	\$ 114.63
39498	05/14/2024	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 04/24	\$ 213.40
39499	05/14/2024	ENGINEERING	ENGINEERING	OTP - FINANCE	REIMBURSEMENT FOR COSTS OBATINING A P.E. LICENSE	\$ 836.50
39500	05/14/2024	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 23-52) 9913258	\$ 3,000.00
39501	05/14/2024	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 23-25) 9901126	\$ 2,717.25
39502	05/14/2024	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 23-54) 9895212	\$ 2,000.00
39503	05/14/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY YOUTH HUT 05.04.24	\$ 50.00
39504	05/14/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION 03.02.24	\$ 50.00
39505	05/14/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - MSR SOCCER FIELD 5 04.20.24	\$ 50.00
39506	05/14/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM 3701004	\$ 261.37
39507	05/14/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS - 9922530-511712	\$ 156.80
39508	05/14/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM 9894786	\$ 132.39
39509	05/14/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM 9925381	\$ 133.40
39510	05/14/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM 9910909	\$ 116.54
39511	05/16/2024	PLANNING	PLANNING	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTING SERVICES - HOUSING ELEMENT	\$ 38,230.00
39512	05/23/2024	FACILITIES	CENTRAL ADMIN	PRESTIGE CUSTOM GLASS	REPLACE DOOR - CH	\$ 5,972.94
39513	05/23/2024	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 1,433.93
39514	05/23/2024	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	\$ 3,750.00
39515	05/23/2024	ENGINEERING	RSTP - FED EX	THE MADERA MAIL DROP	PLOTTER PRINTING	\$ 140.24
39515	05/23/2024	ENGINEERING	SEWER CAPITAL OUTLAY	THE MADERA MAIL DROP	PLOTTER PRINTING	\$ 296.24
39516	05/23/2024	HR/RISK MGT	PD OPS	SARAH SARQUIZ	TUITION REIMBURSEMENT	\$ 675.00
39517	05/23/2024	ENGINEERING	SEWER CAPITAL OUTLAY	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATION	\$ 45,390.75
39518	05/23/2024	ENGINEERING	WATER CAPITAL OUTLAY	AM CONSULTING ENGINEERS, INC.	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	\$ 4,460.00
39519	05/23/2024	ENGINEERING	SEWER CAPITAL OUTLAY	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	\$ 988.22
39520	05/23/2024	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL PREMIUM UPDATE	\$ 95.40
39521	05/23/2024	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MEDICAL BILL PREMIUM UPDATE	\$ 177.00
39522	05/23/2024	FINANCE	PD OPS	COMCAST	05/24 SVS 8155500320092096	\$ 197.02
39523	05/23/2024	FINANCE	INTERMODAL BLDG	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	\$ 34.25
39523	05/23/2024	FINANCE	ZONE 43A ACTIVITIES	CITY OF MADERA	23/24 LANDSCAPE MAINTENANCE	\$ 532.32
39523	05/23/2024	FINANCE	SUCCESSOR AGENCY ADMIN	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	\$ 113.69
39523	05/23/2024	FINANCE	ZONE 51 ACTIVITIES	CITY OF MADERA	23/24 LANDSCAPE MAINTENANCE	\$ 2,210.40
39523	05/23/2024	FINANCE	ZONE 1 ACTIVITIES	CITY OF MADERA	23/24 LANDSCAPE MAINTENANCE	\$ 314.99
39524	05/23/2024	GRANTS	PERMANENT LOCAL HOUSING ALLOCT	MADERA RESCUE MISSION, INC.	PLHA 1ST INVOICE APRIL 2024	\$ 1,372.00
39525	05/23/2024	ENGINEERING	RSTP - FED EX	MADERA TRIBUNE	REQUEST FOR BID - R-10	\$ 891.00
39525	05/23/2024	ENGINEERING	SEWER CAPITAL OUTLAY	MADERA TRIBUNE	REQUEST FOR BID - SS-14	\$ 880.00
39526	05/23/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 9787342989-4	\$ 166.42
39526	05/23/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 5207933925-6	\$ 68.05
39526	05/23/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 8675479583-8	\$ 50.12
39527	05/23/2024	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEMENT	\$ 7,725.40
39528	05/23/2024	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 52,106.34


CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39529	05/23/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 26	\$ 1,700.00
39530	05/23/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 3	\$ 1,700.00
39531	05/23/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 26	\$ 1,700.00
39532	05/23/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 5	\$ 1,700.00
39533	05/23/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 25	\$ 1,700.00
39534	05/23/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	\$ 50.00
39534	05/23/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	\$ 140.00
39535	05/23/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	\$ 50.00
39535	05/23/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	\$ 115.00
474	05/06/2024	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 05/24	\$ 966.00
474	05/06/2024	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 05/24	\$ 420,074.26
474	05/06/2024	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 05/24	\$ 1,566.00
475	05/07/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/07/2024	\$ 416.79
476	05/10/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 05/07/24 PAYROLL	\$ 30,632.41
477	05/13/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/13/2024	\$ 13,801.84
478	05/13/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/13/2024	\$ 2,879.54
479	05/14/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/14/2024	\$ 598.78
480	05/15/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/15/2024	\$ 655.08
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 3,384,389.74



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: June 5, 2024


Arnaldo Rodriguez, City Manager

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 the Council an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City’s City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for the months of March 2024 and April 2024, as well as tracking of the Fiscal Year (FY) 2023/24 invoices received through a FY 2023/24 Year-to-Date (YTD) column.

Should the Council desire additional information or modifications to the format in future iterations of this report, please advise accordingly.

Firm: Aleshire & Wynder, LLP (City Attorney Services and Litigation)

Billing Periods: March 2024 and April 2024

Matter	Charges		
	March 2024	April 2024	FY 2023/2024 (YTD)
General Legal Review/Advice	\$10,743.00	\$7,187.50	\$109,224.14
City Clerk	\$0	\$0	\$117.50

Attendance at Council Meetings & Requests for Information/Research	\$0	\$0	\$2,702.50
City Manager	\$0	\$0	\$0
Review and Advice on Agreements	\$0	\$0.00	\$1,010.50
Planning	\$5,750.00	\$7,489.00	\$36,028.50
Planning Commission	\$0	\$0	\$0.00
Finance	\$1,972.00	\$377.00	\$9,724.00
Successor Agency	\$0	\$0	\$75.00
Public Works/Engineering	\$2,900.00	\$975.00	\$22,490.50
Police Department - General	\$800.00	\$1,350	\$7,506.00
Economic Development	\$0	\$0	\$0
Personnel/Payroll	\$0	\$0	\$313.50
Municipal Code Enforcement/Updates	\$575.00	\$0	\$6,070.33
Wastewater	\$625.00	\$0	\$1,316.00
Water	\$100.00	\$450.00	\$2,290.00
Ordinances	\$0	\$0	\$235.00
Special Projects (Montoy)	\$0	\$0	\$3,715.00
Housing	\$0	\$0	\$269.50
Cannabis	\$0	\$0	\$11,117.50
Total Advisory Services	\$23,465.00	\$17,828.50	\$214,205.47
Litigation Services			
Total Litigation Services	\$7,656.00	\$15,979.00	\$47,689.03
Discounted Hours	\$0	\$0	-\$2.35
Travel/Lodging Expenses	\$0	\$0	\$0
Shipping	\$0	\$0	\$0
Total Advisory & Litigation Services	\$31,121.00	\$33,807.50	\$261,892.15

FINANCIAL IMPACT:

For FY 2023/24, expenditures for invoices related to legal fees total \$261,892.15. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

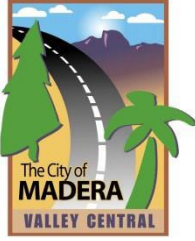
<i>Legal Invoices FY 2023/24 YTD</i>	
City Attorney Advisory Services	
Montoy Law Corporation	\$26,159.50
Aleshire and Wynder	\$188,045.97
Litigation Services (Including discounted hours, travel & shipping)	
Montoy Law Corporation	\$4,094.50
Aleshire and Wynder	\$43,592.18
Total City Attorney and Litigation Services YTD	\$261,892.15

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: B-4

SUBJECT:

Update to Administrative Policy 45: Injury and Illness Prevention Program to include the Workplace Violence Prevention Plan

RECOMMENDATION:

Adopt a resolution:

1. Approving revisions to Administrative Policy (AP) No. 45: Injury and Illness Prevention Program (IIPP) to add AP 45.2: Workplace Violence Prevention Plan in compliance with Cal/OSHA Requirements under California Senate Bill (SB) 553; and
2. Rescinding Administrative Policy 32: Safety in the Workplace – Prohibition of Weapons & Threats of Violence

SUMMARY:

On September 30, 2023, Governor Newsom signed into law SB 553 which requires most California employers to implement a Workplace Violence Prevention Plan (WVPP) either within or alongside an existing IIPP (Title 8 C.C.R. Section 3203). The City proposes implementing the WVPP by adding AP 45.2 – Workplace Violence Prevention Plan as an additional sub-policy to the Citywide IIPP, similar to when the City implemented the Covid Prevention Plan (AP 45.1). The City is required to implement and train all employees on the WVPP by July 1, 2024, and continue annual training thereafter.

The City already has a zero tolerance policy regarding weapons and threats of violence at work, captured in AP 32: Safety in the Workplace – Prohibition of Weapons and Threats of Violence. However, the existing policy is separate of the IIPP and does not have all of the specific documentation requirements of SB 553. The requested action seeks to adopt the proposed AP 45.2 and rescind AP 32 to support compliance with SB 553.

DISCUSSION:

Workplace Violence Prevention Plan

Existing state law under the California Occupational Safety and Health Act of 1973 imposes safety responsibilities on employers and employees and requires that employers establish, implement, and maintain an effective IIPP. SB 553 adds additional requirements beyond providing a safe workplace and mandates that most California employers implement a WVPP. City staff identified a model WVPP template created by Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), of which the City is a member. Staff confirmed that the model policy met the requirements of SB 553 and revised the model policy to adapt it to the City's needs.

SB 553 requires employers to develop and implement a WVPP by July 1, 2024. As part of the City's development process, staff sought feedback from all City employees on the draft policy as required by SB 553. Staff received several comments from City employees with suggestions regarding formatting and grammar, all of which were incorporated into the proposed policy. Following adoption of the City-wide plan, individual departments will implement this plan and ensure compliance, similar to other components of the existing IIPP. The implementation of the plan at each department will require the following.

- An initial Environmental Hazard Assessment will be conducted by the department head or his or her designee on worksites within their purview, and any deficiencies will be documented.
- A Corrective Action Plan will be completed which identifies timelines and the person responsible for ensuring hazards are addressed by a proposed target date for any items identified in the Environmental Hazard Assessment.
- Initial training for all current employees on the specific departmental WVPP will be completed prior to July 1, 2024.
- Annually thereafter, departments will be required to conduct Environmental Hazard Assessments, create related Corrective Action Plans, and provide training to all employees.
- All workplace violence incidents, as defined in the policy, will be documented on a log and investigated, with corrective actions taken as necessary.
- Training records will be maintained for one (1) year and are subject to review by Cal/OSHA or any City employee or their representative.
- Hazard identification, evaluation, and correction records will be maintained for five (5) years.
- Incident records will be maintained for five (5) years.

Rescinding AP 32: Safety in the Workplace – Prohibition of Weapons & Threats of Violence

The City's current policy, AP 32, prohibits weapons and threats of violence in the workplace. Because the WVPP and the City's existing policy, AP 32, overlap concerning the prohibition of weapons and threats of violence, leaving the existing policy and adopting the WVPP would be

redundant. In an effort to reduce confusion and to avoid conflicts and duplication of policies, it is recommended that AP 32 be rescinded and replaced with the WVPP.

FINANCIAL IMPACT:

The recommended action is necessary to ensure the City is in compliance with SB 553. California's Department of Industrial Relations (Cal/OSHA) is the regulatory agency that will ensure California employers have WVPPs in place and are doing the appropriate training and recordkeeping. The new law does not provide any funding to employers for the cost of implementing, training, and updating the policy. Additionally, no funding was provided for recordkeeping, conducting workplace violence investigations, workplace violence environmental assessments, or for implementing hazard corrections if workplace violence hazards are identified. Although the State did not provide funding for the new requirements, staff does not anticipate any major additional expenses. However, staff labor hours will be required to implement the departmental plans, conduct assessments, and to provide training to all employees. Human Resources has developed model training resources for departments to utilize to reduce the amount of time spent on preparing training materials. If hazards are found, departmental budgets should be able to absorb minor improvements such as additional lighting, signage, mirrors, etc. However, if higher-cost hazards are identified, departments may be required to request budget appropriations for those expenses once identified.

ALTERNATIVES:

Council could direct staff to add additional reporting or training requirements to the policy beyond those required by SB 553.

ATTACHMENTS:

1. Resolution approving the addition of the WVPP as AP 45.2 and rescinding AP 32: Safety in the Workplace – Prohibition of Weapons & Threats of Violence
 - a. Exhibit 1: Workplace Violence Prevention Plan

RESOLUTION NO. 24-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AP 45.2: WORKPLACE VIOLENCE PREVENTION
PLAN AND RESCINDING AP 32: SAFETY IN THE WORKPLACE –
PROHIBITION OF WEAPONS & THREATS OF VIOLENCE**

WHEREAS, Senate Bill (SB) 553 passed into law requires most California Employers to implement a Workplace Violence Prevention Plan (WVPP) codified in California Labor Code section 6401.9 by July 1, 2024; and

WHEREAS, the City of Madera currently maintains a Cal/OSHA-compliant Injury and Illness Prevention Plan in Administrative Policy (AP) 45; and

WHEREAS, a WVPP has been drafted in compliance with SB 553 and is proposed as a sub-policy to the City's IIPP, specifically as AP 45.2; and

WHEREAS, AP 32 Safety in the Workplace – Prohibition of Weapons & Threats of Violence was adopted by Minute Order June 1, 1994, but would be redundant with the adoption of the WVPP.

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

1. The above recitals are true and correct.
2. The City Council hereby approves AP 45.2: Workplace Violence Prevention Plan, attached hereto as Exhibit 1 and incorporated herein
3. The City Council hereby rescinds AP 32 Safety in the Workplace – Prohibition of Weapons & Threats of Violence.
4. This Resolution is effective immediately upon adoption.

CITY OF MADERA Administrative Policy	Policy No. 45.2
	Date Adopted: 6/5/2024
	Date(s) Revised:
Subject: Workplace Violence Prevention Plan	

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Appendices

- A. Workplace Violent Incident Log
- B. Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist
- C. Workplace Violent Incident Investigation Form
- D. Workplace Violence Prevention Training Log
- E. Workplace Violence Incident Report Form

I. Policy

The City of Madera is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. Our policy is to establish, implement, and maintain an effective plan as required by [SB 553](#). The regulation requires us to establish, implement, and maintain, at all times in all our facilities, a workplace violence prevention plan for purposes of protecting employees and other personnel from aggressive and violent behavior at the workplace.

Our Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA or his or her designee.

II. Prohibited Acts

- A. The City of Madera will not ignore, condone, or tolerate *threats of violence* or *workplace violence* by any employee, appointed or elected official, volunteer, contractor, client, or visitor.
 1. *Threats of violence* include both verbal and non-verbal conduct that causes a person to fear for his or her safety because there is a reasonable possibility he or she might be physically injured and that serves no legitimate work-related purpose.
 2. *Workplace violence* means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:
 - a. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
 - b. An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury
 - c. *Workplace violence* can be categorized into four types:
 - i **Type 1:** Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime
 - ii **Type 2:** Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors
 - iii **Type 3:** Workplace violence against an employee by a present or former employee, supervisor, or manager

- iv **Type 4:** Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

B. In addition, the City of Madera prohibits all *dangerous weapons* not used for fire suppression, accident and incident response, emergency medical services, the service of law enforcement, or security duties on all City of Madera property. Any employee or appointed or elected official in possession of prohibited dangerous weapons on City of Madera property is in violation of this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor in possession of prohibited dangerous weapons will be banned from the premises. *Dangerous weapons* include any instrument capable of inflicting death or serious bodily injury.

III. Responsibility and Authority

A. Workplace Violence Prevention Plan Administrator

1. The Director of Human Resources, or an assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining the overall City plan and conducting or overseeing any investigations of workplace violence reports. The Director of Human Resources will also be able to answer employee questions concerning this plan.
2. Department Heads, or an assigned designee, shall solicit feedback and input from employees and their authorized representatives in developing and implementing departmental WVP plans. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.
3. When applicable, Department Heads, or an assigned designee, shall coordinate implementation of the workplace violence prevention plan with other employers (ex. contracted employees and other employers co-located at a City site), to ensure those employers and their employees understand their respective roles as provided in the plan. These other employers and their staff shall be provided with training on the City of Madera's WVP plan.

B. Managers and Supervisors

1. Responsibilities include:
 - a. Implementing the plan in their work areas;
 - b. Providing input to the Administrator and Department Heads regarding the plan;

- c. Participating in investigations of workplace violence reports; and
- d. Answering employee questions concerning this plan.

C. Employees

1. Responsibilities include:

- a. Complying with the plan;
- b. Maintaining a violence-free work environment;
- c. Attending all training;
- d. Following all directives, policies, and procedures; and
- e. Reporting suspicious persons in the area and alerting the proper authorities when necessary.

IV. Compliance

The Administrator is responsible for ensuring the plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the plan:

- Informing all employees of the plan during new employee safety orientation training and ongoing workplace violence prevention training;
- Ensuring *all* employees, including managers, and supervisors receive training on this plan;
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for plan implementation;
- Evaluating employees to ensure their compliance with the plan;
- Disciplining employees, appointed or elected officials, and volunteers who engage in threats of violence behaviors up to and including dismissal; and
- Ensuring training of this plan is conducted on an annual basis.

V. Communication and Training

Managers and supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees.

Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log (Appendix A) to assist in their reporting of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Administrator who

will investigate the incident. The Administrator will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the City of Madera's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential of violent behavior is encouraged to use the City of Madera's confidential Employee Assistance Program (EAP):

SimpleEAP - Access with code: cityofmadera

Main Phone Number: 888-425-4800

Email: support@mysupportportal.com

Website: <https://cityofmadera.mysupportportal.com/>

Text SUPPORT to: 51230

For login assistance, contact Human Resources at hrinfo@madera.gov or 559-661-5404

Employee training on workplace violence will include:

- This plan;
- Workplace violence risks that employees may encounter in their jobs;
- How to recognize the potential for violence and escalating behavior;
- Strategies to de-escalate behaviors and to avoid physical harm;
- City of Madera alerts, alarms, or systems that are in place to warn of emergencies;
- How to report incidents to law enforcement; and
- SimpleEAP

Training will occur:

- When the plan is first established;
- At time of hire or transfer;
- Annually;
- When new equipment or work practices are introduced; and
- When a new or previously unrecognized workplace violence hazard has been identified.

Employees who receive training in a form other than live will have the opportunity to meet with a person knowledgeable on the plan within one business day of the training for interactive questions to be answered. Training should be documented on Appendix D or a similar form. Training records will be retained for one year.

VI. Procedures

A. Responding to Actual or Potential Workplace Violence Emergencies

Departments will develop department and site-specific (if applicable) plans to respond to an actual or potential workplace violence emergency. The Administrator, or his

designee, will review all departmental plans to ensure coordination of plans between departments when necessary.

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify the departmental or site designated emergency communication contact.

Employees shall implement the run, hide, fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

Employees shall call 911 to report an emergency incident and request assistance from law enforcement. Calls from a City desk phone can reach the City of Madera's Police Department Dispatch by simply dialing 911; nothing additional is required to reach an outside line. The caller speaking to dispatch should advise of the specific location of the incident, describe the situation, the suspect's physical and clothing description, any visible weapons, any information about victims and follow any directions from the public safety dispatcher.

B. Emergencies and Reporting a Crime

After emergency personnel are contacted employees should notify their supervisor, manager, and the Administrator as soon as possible, so long as it is safe to do so.

C. Reporting Workplace Violence Concerns

Employees who witness or experience *threats of violence* or *workplace violence* can report anonymously and without fear of reprisal by submitting the Workplace Violence Incident Report form (Appendix E) in writing or electronically to HR or a departmental supervisor or director. Reports can be submitted via email, phone, interoffice mail, or in-person.

D. Restraining Orders

Employees or other personnel affiliated with the City of Madera who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Administrator. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Administrator to decide what actions, if any, need to be initiated.

VII. Hazard Assessment

A. Workplace hazard assessments will include:

1. An annual review of the past year's workplace violence incidents; and
2. Periodic physical security assessments.

- B. The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist (Appendix B) can be used to assist with the security assessment. Inspections are performed according to the following schedule:
 1. Once a year;
 2. When the plan is implemented;
 3. When new, previously unidentified workplace violence/security hazards are recognized; and
 4. When workplace violence injuries or threats of injury occur.

VIII. Hazard Correction

- A. *Work practice controls* will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.
- B. *Work practice controls* are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:
 1. Appropriate staffing levels;
 2. Provision of dedicated safety personnel (i.e. security guards);
 3. Employee training on workplace violence prevention methods; and
 4. Employee training on procedures to follow in the event of a workplace violence incident.
- C. Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented and dated.

IX. Post Incident Response and Investigation

- A. Managers and supervisors will use the Workplace Violent Incident Log (Attachment A) to assist in documenting incidents and investigations.
- B. These procedures will occur following an incident:
 1. Provide immediate medical care or first aid;
 2. Identify all employees involved in the incident;
 3. Offer staff individual trauma counseling resources;
 4. Conduct a debriefing with all affected staff;
 5. Determine if corrective measures developed under this plan were effectively implemented; solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented; and
 6. Record the incident in the Workplace Violent Incident Log.

X. Recordkeeping

- A. Records of workplace violence hazard identification, evaluation, and correction will be maintained for five years in accordance with the recordkeeping requirements of the City of Madera's Injury and Illness Prevention Program. Departments shall provide Human Resources with a copy of these evaluations, who will maintain these records in a centralized system.
- B. Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum of one year. Individual departments shall maintain these records.
- C. Records of violent incidents (Workplace Violent Incident Log) will be maintained a minimum of five years with the City of Madera's Human Resources Department.

XI. Annual Review

The City of Madera's Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

- Staffing;
- Sufficiency of security systems;
- Job, equipment, and facility design and risks;
- Modifications or additions to tasks and procedures that affect plan implementation;
- Newly identified hazards;
- Prior year incidents;
- Identified deficiencies; and
- Feedback provided by employees and their authorized representatives.

XII. Exclusions

While SB 553 does not require law enforcement agencies to have or participate in the WVPP, employees, volunteers, visitors, and contractors of the City of Madera's Police Department will adhere to the policy regarding the Prohibited Acts section on page one and two of this policy that prohibits violence and threats of violence and dangerous weapons (except any such weapons approved for use and possessed by law enforcement, code enforcement, and animal control officers) in the workplace. The Police Department at the City of Madera will not be required to adhere to the other sections of the policy and does not need to keep records of, or conduct the following:

- Workplace Violence Incident Log
- Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist
- Workplace Violence Incident Investigation Form
- Workplace Violence Training Log

Appendix A

WORKPLACE VIOLENT INCIDENT LOG

This form must be completed for every record of violence in the workplace. This form shall be retained for 5 years.

Incident ID #*:	Date and Time of Incident:	Department:
Specific Location of Incident:		Workplace Violence Type: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

** Do not identify employee by name, employee #, or SSI. The Incident ID must not reflect the employee's identity*

Describe Incident (Include additional pages if needed):

Assailant information:

<input type="checkbox"/> Patient	<input type="checkbox"/> Client	<input type="checkbox"/> Customer
<input type="checkbox"/> Family or Friend of Patient	<input type="checkbox"/> Family or Friend of Client	<input type="checkbox"/> Family or Friend of Customer
<input type="checkbox"/> Partner/Spouse of Victim	<input type="checkbox"/> Parent/Relative of Victim	<input type="checkbox"/> Co-Worker/Supervisor/Manager
<input type="checkbox"/> Former Partner/Spouse of Victim	<input type="checkbox"/> Animal	<input type="checkbox"/> Person In Custody
<input type="checkbox"/> Robber/Burglar	<input type="checkbox"/> Passenger	<input type="checkbox"/> Stranger
<input type="checkbox"/> Student	<input type="checkbox"/> Other:	

Circumstances at time of incident:

<input type="checkbox"/> Employee Performing Normal Duties	<input type="checkbox"/> Poor Lighting	<input type="checkbox"/> Employee Rushed
<input type="checkbox"/> Employee Isolated or Alone	<input type="checkbox"/> High Crime Area	<input type="checkbox"/> Low Staffing Level
<input type="checkbox"/> Unable to Get Help or Assistance	<input type="checkbox"/> Working in a Community Setting	<input type="checkbox"/> Unfamiliar or New Location
<input type="checkbox"/> Other:		

Location of Incident:

<input type="checkbox"/> Patient or Client Room	<input type="checkbox"/> Emergency or Urgent Care	<input type="checkbox"/> Hallway
<input type="checkbox"/> Waiting Room	<input type="checkbox"/> Restroom or Bathroom	<input type="checkbox"/> Parking Lot or Outside Building
<input type="checkbox"/> Personal Residence	<input type="checkbox"/> Breakroom	<input type="checkbox"/> Cafeteria
<input type="checkbox"/> Other:		

Type of Incident (check as many apply):

<input type="checkbox"/> Robbery	<input type="checkbox"/> Grabbed	<input type="checkbox"/> Pushed
<input type="checkbox"/> Verbal Threat or Harassment	<input type="checkbox"/> Kicked	<input type="checkbox"/> Scratched
<input type="checkbox"/> Sexual Threat, Harassment, or Assault	<input type="checkbox"/> Hit with an Object	<input type="checkbox"/> Bitten
<input type="checkbox"/> Animal Attack	<input type="checkbox"/> Shot (or Attempted)	<input type="checkbox"/> Slapped

<input type="checkbox"/> Threat of Physical Force	<input type="checkbox"/> Bomb Threat	<input type="checkbox"/> Hit with Fist
<input type="checkbox"/> Threat of Use of Weapon or Object	<input type="checkbox"/> Vandalism (of Victim's Property)	<input type="checkbox"/> Knifed (or Attempted)
<input type="checkbox"/> Assault With A Weapon or Object	<input type="checkbox"/> Vandalism (of Employer's Property)	<input type="checkbox"/> Arson
<input type="checkbox"/> Robbery	<input type="checkbox"/> Other:	

Consequences of incident:

Medical care provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Law enforcement called? <input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> No	Security contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Work days lost (if any): _____
Did anyone provide assistance to conclude the event? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date employee advised of investigation outcome: _____		
Action taken by employer to protect employees from a continuing threat? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Employee(s) offered trauma counseling? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Completed by:

Name:	Title:	Date:
Telephone:	Email:	
Signature:	Telephone:	

Appendix B

**WORKPLACE VIOLENCE PREVENTION
ENVIRONMENTAL HAZARD ASSESSMENT & CONTROL CHECKLIST**

Assessed by:	Title:	Date:
Location(s) Assessed:		

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence. This form must be retained for 5 years.

Step 1: Identify risk factors that may increase the City of Madera’s vulnerability to workplace violence events

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities

Step 3: Develop a corrective action plan with measurable goals and target dates

STEP 1: IDENTIFY RISK FACTORS

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

STEP 2: CONDUCT ASSESSMENT

Building Interior

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

Building Exterior

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Are security personnel provided outside the building?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	
		Are all exterior walkways visible to security personnel?	

Parking Area

Yes	No	Parking Area	Comments:
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding places?	
		Is there enough lighting to see clearly?	
		Are security escorts available?	

Security Measures

Yes	No	Security Measures	Comments:
		Is there a response plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programmed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	

Appendix C

**WORKPLACE VIOLENCE PREVENTION
WORKPLACE VIOLENT INCIDENT INVESTIGATION FORM**

Completed by:		Title:
Incident ID#:	Incident Date:	Investigation Date:

This investigation form should be completed after a workplace violent incident occurs. This form must be retained for 5 years.

Step 1: Gather relevant information regarding the incident. Review witness/victim statements, police reports, surveillance video, etc. Conduct interviews with witnesses/victims if needed and not already done.

Step 2: Use Appendix B to conduct a Workplace Violence Hazard Assessment.

Step 3: Develop a corrective action plan with measurable goals and target dates.

Step 4: Complete the following sections.

Step 5: Provide investigation outcome to victim employee(s) when complete.

Incident Summary

List All Employees Involved (include EE ID#)

Primary Cause(s) of Incident

Steps to Prevent Similar Future Incident

Signature of Investigator: _____

Appendix E

WORKPLACE VIOLENT INCIDENT REPORT FORM

Reports should be submitted to a supervisor or HR. If an employee wishes to remain anonymous, they may send this via interoffice mail. This form shall be retained for 5 years and stored with the Workplace Violent Incident Investigation Form.

Incident ID #: (to be completed by HR)	Date and Time of Incident:
Date submitted/submitted to:	Assailant Name:
Received date/received by: (to be completed by HR or Dept)	Specific Location of Incident (ex. Planning Div, Front Counter):

Describe Incident (Include additional pages if needed):

Victim and/or Witness Information (Names and Titles and Phone Number if non-City employee):

Assailant information:

<input type="checkbox"/> Patient	<input type="checkbox"/> Client	<input type="checkbox"/> Customer
<input type="checkbox"/> Family or Friend of Patient	<input type="checkbox"/> Family or Friend of Client	<input type="checkbox"/> Family or Friend of Customer
<input type="checkbox"/> Partner/Spouse of Victim	<input type="checkbox"/> Parent/Relative of Victim	<input type="checkbox"/> Co-Worker/Supervisor/Manager
<input type="checkbox"/> Former Partner/Spouse of Victim	<input type="checkbox"/> Animal	<input type="checkbox"/> Person In Custody
<input type="checkbox"/> Robber/Burglar	<input type="checkbox"/> Passenger	<input type="checkbox"/> Stranger
<input type="checkbox"/> Student	<input type="checkbox"/> Other:	

Circumstances at time of incident:

<input type="checkbox"/> Employee Performing Normal Duties	<input type="checkbox"/> Poor Lighting	<input type="checkbox"/> Employee Rushed
<input type="checkbox"/> Employee Isolated or Alone	<input type="checkbox"/> High Crime Area	<input type="checkbox"/> Low Staffing Level
<input type="checkbox"/> Unable to Get Help or Assistance	<input type="checkbox"/> Working in a Community Setting	<input type="checkbox"/> Unfamiliar or New Location
<input type="checkbox"/> Other:		

Type of Incident (check as many apply):

<input type="checkbox"/> Robbery	<input type="checkbox"/> Grabbed	<input type="checkbox"/> Pushed
<input type="checkbox"/> Verbal Threat or Harassment	<input type="checkbox"/> Kicked	<input type="checkbox"/> Scratched

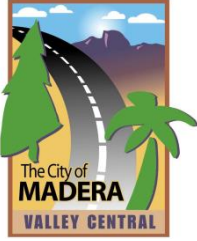
<input type="checkbox"/> Sexual Threat, Harassment, or Assault	<input type="checkbox"/> Hit with an Object	<input type="checkbox"/> Bitten
<input type="checkbox"/> Animal Attack	<input type="checkbox"/> Shot (or Attempted)	<input type="checkbox"/> Slapped
<input type="checkbox"/> Threat of Physical Force	<input type="checkbox"/> Bomb Threat	<input type="checkbox"/> Hit with Fist
<input type="checkbox"/> Threat of Use of Weapon or Object	<input type="checkbox"/> Vandalism (of Victim's Property)	<input type="checkbox"/> Knifed (or Attempted)
<input type="checkbox"/> Assault With A Weapon or Object	<input type="checkbox"/> Vandalism (of Employer's Property)	<input type="checkbox"/> Arson
<input type="checkbox"/> Robbery	<input type="checkbox"/> Other:	

Consequences of incident:

Medical care provided? Law enforcement called? Work days lost (if any):
 Yes No Yes No

Completed by:

Name:	Title:	Date:
Signature:	Phone #:	



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: B-5

SUBJECT:

Acceptance of Repairs at the Centennial Park Pool Complex

RECOMMENDATION:

Staff recommends that the City Council approve Minute Order Approving:

1. Acceptance of Repairs at the Centennial Park Pool Complex at 221 Flume Street.
2. The Recording of Notice of Completion.

SUMMARY:

The Centennial Park Pool Complex restoration project was completed on May 15, 2024. The complex is comprised of three pools, including a lap, a diving, and a kiddie pool, along with a snack bar and restroom. This project focused on the lap and diving pools, as the kiddie pool was replastered approximately four years ago. More specifically, the scope of this project included:

- Replastering and retiling of two pools.
- The replacement of twelve pool skimmers.
- Replaced the handrails for the ADA ramp located in the lap pool.
- A total of 12 grates were installed: 4 in the lap pool and 8 in the dive pool.
- Handrails for the lap and dive pool ladders were replaced.
- Deck depth markers, "no diving," and "no running" graphics were installed at the lap and dive pools.

DISCUSSION:

As part of the Community Development Block Grant (CDBG) for Fiscal Year 2023/2024, the City was awarded \$215,000 for improvements at Centennial Park Pool Complex. The grant application

noted that improvements at Centennial Park Pool Complex included retiling and replastering the lap and dive pools.

The City released IFB No. 202324-08 on December 6, 2023. Bids were due on December 20, 2023. Regrettably, no bids were received.

On January 17, 2024, staff brought the request before Council to authorize direct negotiations with a contractor, with the construction agreement not to exceed \$210,000. It was at this time staff initiated the direct negotiations with New Image Pool Interiors, Inc., a contractor that had expressed interest during the bid process but had not submitted a bid due to the CDBG Section 3 Program bid requirements. Staff and New Image Pool Interiors, Inc., were able to negotiate the construction agreement at \$210,000. The Engineer’s Estimate projected the project cost to be \$217,061. Shortly thereafter on February 26, 2024, New Image Pool Interiors, Inc. commenced on the project.

On March 20, 2024, Council approved a change order for \$29,000 to replace the ADA ramp railing and several sets of grab rails with anchors. The additional work was originally not included in the initial IFB due to budget constraints, and the primary scope of work included retiling, replastering, skimmers, and floor-fittings replacements, which were the most crucial work that needed to be addressed as funding was available.

A final inspection was conducted on May 15, 2024. All parties agree the project can be recommended for acceptance by the Council and a Notice of Completion be recorded thereafter.

FINANCIAL IMPACT:

The Community Development Block Grant, awarded \$215,000 for improvements, funded the upgrades and repairs at Centennial Park Pool Complex. Table 1 provides a synopsis of expenses to date.

Table 1: Centennial Park Pool Complex Upgrades & Repairs Project Expenditure	
Item	Amount
IFB No. 202324-08 Bid Advertisement	\$2,304.90
New Image Pool Interiors Award	\$210,000
Change Order	\$29,000
Total	\$241,304.90
CDBG Award Total	\$215,000
City Contribution	\$26,304.90

Staff is noting \$26,304.90 as a City contribution, with the CDBG award of \$215,000 covering a portion of the change order. Savings from the Parks & Community Services – Aquatics budget made the change order possible, as no additional General Fund dollars were allocated.

ALTERNATIVES:

As an alternative, the Council may elect to reject the Notice of Completion with due cause. Rejection would result in the staff's inability to record the Notice of Completion until addressing Council concerns, if any.

ATTACHMENTS:

1. Notice of Completion
2. Photos of the newly renovated lap and diving pools at the Centennial Park Pool Complex

ATTACHMENT 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

Space above this line for Recorder's Use
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera.**
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637.**
4. The nature of the title of the undersigned is: In fee _____
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

<u>Name</u>	<u>Address</u>
_____	_____

6. A work of improvement on the property hereinafter described was completed on _____
7. The name of the original contractor, if any, for such work of improvement was: _____
(If no contractor for work of improvements as a whole, insert "none".)

8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

<u>Name</u>	<u>Address</u>
_____	_____

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

10. The street address of said property is _____
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Joseph Hebert
Parks & Community Services Director

State of California
County of Madera

Joseph Hebert, being duly sworn says: He is the City of Madera Parks & Community Services Director, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

Joseph Hebert
Parks & Community Services Director

The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

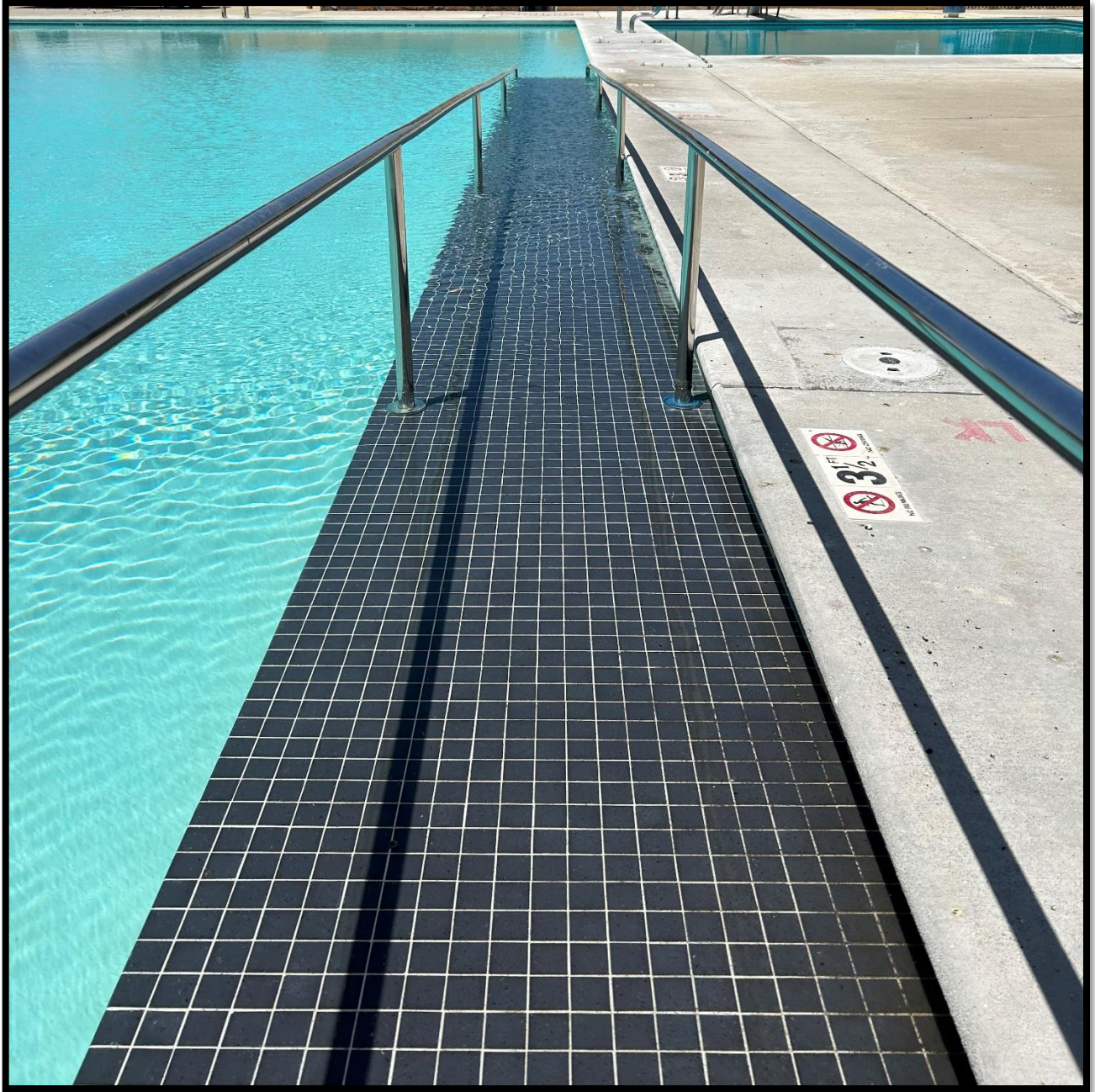
State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2024 by Joseph Hebert, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Alicia Gonzales
City Clerk

ATTACHMENT 2

Photos of the Newly Renovated Lap Pool and Dive Pool at Centennial Park Pool Complex



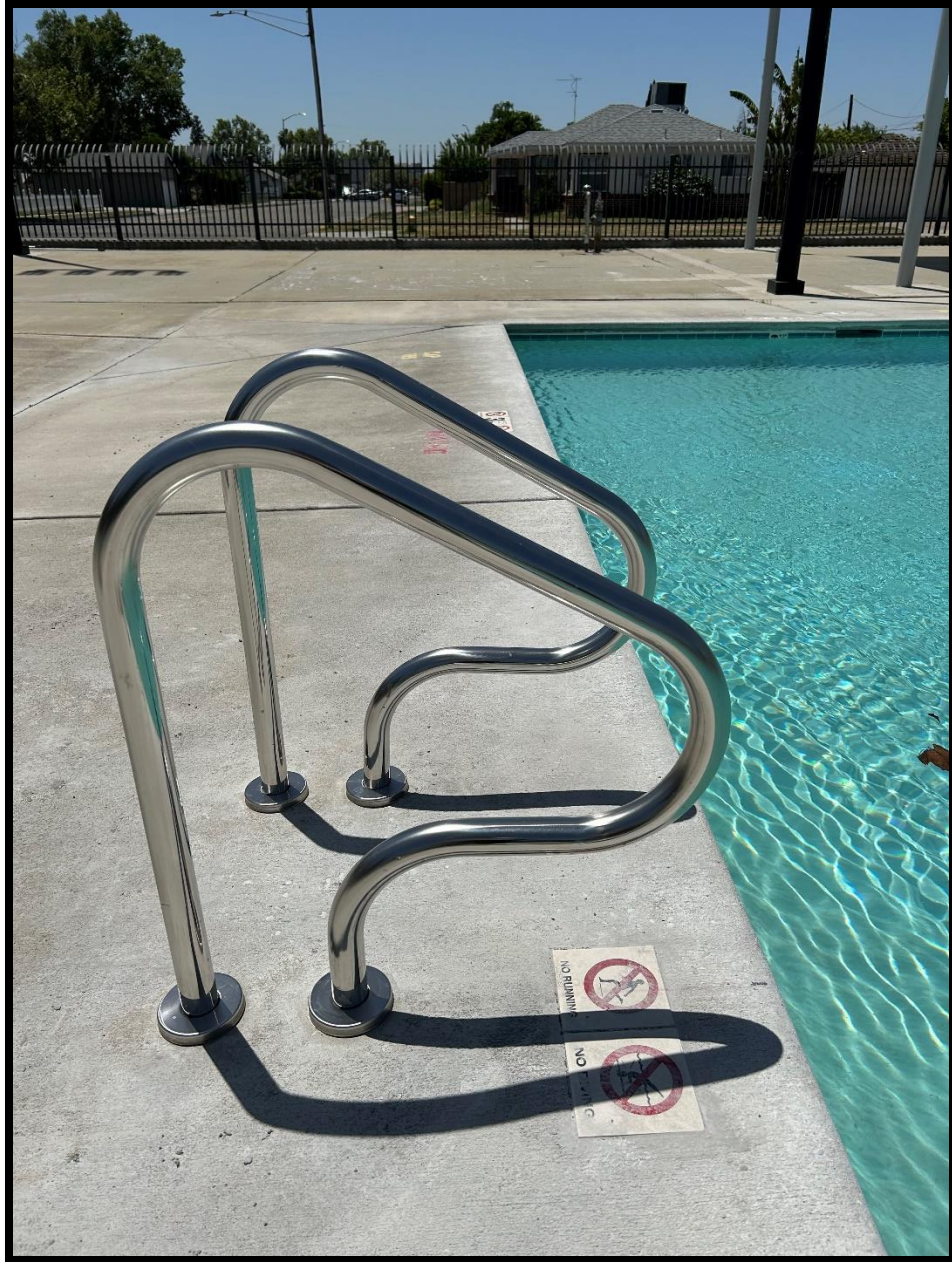
The Image Above Shows the Newly Renovated ADA Ramp with New Tile and Railing



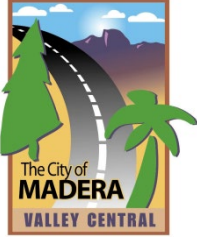
The Image Above Shows the Newly Renovated Lap Pool



The Image Above Shows the Newly Renovated Dive Pool



The Image Above Shows One of the Hand Grab Rails Newly Replaced



REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: B-6

SUBJECT:

Adoption of Updated District Boundary to Include Property Annexed into the City (Country Club Drive-Martin Street Annexation)

RECOMMENDATION:

Waive the full reading and adopt an Ordinance of the City Council of the City of Madera amending Subsection C (3) of Section 2-1.21 of the City Municipal Code to adopt revised district boundaries by title only, including CEQA Guidelines Section 15061(b)(3) determination.

SUMMARY:

LAFCo recently approved Country Club Drive-Martin Street Annexation 2023-001 into the City's jurisdiction. The annexed territory "rounds out" the City's boundaries and includes existing structures including several school facilities and multiple existing residences. Members of the public residing in this area are not legally allowed to participate in City elections until the City's District boundaries are also updated. To complete this process and allow members of the public residing in the annexed territory to participate in local elections, an ordinance was introduced at the Council meeting on May 15, 2024, to allow for updating district boundaries. The requested action is to adopt the ordinance amending the Municipal Code to finalize the procedural steps to effectuate the process.

BACKGROUND:

Every 10 years Election Code section 2160 requires cities with by-district election systems to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. This process, called redistricting, ensures that all districts have a nearly equal population. The City adopted its current district boundaries in 2022 based on 2020 census data as required by law.

Since the adoption of the current boundary maps, there continues to be annexation, including the Country Club Drive-Martin Street Annexation adjacent to District 3. The annexed area includes territory that is largely built out, including Jack G. Desmond Middle School, Ezequiel Tafoya Alvarado Academy, Kingdom Hall of Jehovah's Witnesses, the Tractor Supply Co., and Matilda Torres High School. It also includes several residences, including those along Ellis Street, Adell Street, and Clark Street.

While the area is in the City, it is not within a Council district, thus the Council District boundaries must be modified to incorporate the annexed area to allow for voting in City elections.

DISCUSSION:

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

As District 3 is the "nearest existing Council district" to the annexed property, the ordinance proposes to add the annexed territory to District 3 consistent with the mandatory requirements of State law.

The City just recently learned that the annexation had been approved by LAFCo a few weeks ago. Normally there would not be sufficient time to complete this process by June 1st to allow voting in local elections this November due to the ballot process, etc. This would mean that the people living in the City (the annexed area) would not be able to vote in the City's elections. However, the City Clerk reached out to the County Register of Voters, who graciously provided additional time to the City to provide all of the necessary information so that the ordinance could be adopted at the Council meeting of June 5th. An expedited process to update the District map for District 3 to adopt an ordinance amending the Municipal Code would allow for all people within City limits to be able to vote in City elections this November and thereafter.

FINANCIAL IMPACT:

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

ALTERNATIVES:

Decline to adopt the Ordinance at this time or continue the matter to a future meeting.

ATTACHMENTS:

1. Ordinance of the City Council of the City of Madera amending Subsection C(3) of Section 2-1.21 of the City Municipal Code and adopting revised district boundaries

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SUBSECTION (C)(3) OF SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES

WHEREAS, in 2010 a voter-approved districting plan was adopted by Ord. 890 that established six Council districts; and

WHEREAS, on March 16, 2022, the City Council adopted Ordinance No. 988 updating the Council district boundaries based on the most recent U.S. Census; and

WHEREAS, the annexation of new territory known as the “Country Club Drive-Martin Street Annexation” as well as certain portions of the surrounding area (“Annexed Territory”) into the City was approved by the Madera County Local Agency Formation Commission (“LAFCO”) on February 21, 2024 (LAFCO File No. 2023-01), and became effective on April 15, 2024; and

WHEREAS, pursuant to California Elections Code Section 21603(A), “[If] the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries”; and

WHEREAS, the Annexed Territory is immediately adjacent to District 3; and

WHEREAS, the area for the Annexed Territory is generally depicted in the graphic representation attached hereto as Exhibit “A”; and

WHEREAS, the City Council now desires to enact this Ordinance to annex the Country Club Drive-Martin Street Annexed Territory to District Three.

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Subsection (C)(3) of Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code is hereby amended to read in its entirety as follows:

(C) *District boundaries.* The Council member districts of the city shall have the following legal boundaries:

...

(3) District 3. The region bounded and described as follows: all of that portion of Madera County bounded and described as follows: beginning at the point of intersection of Foxglove Way and N Granada Dr, and proceeding easterly along Foxglove Way to N Schnoor St, and proceeding northerly along N Schnoor St to Ave 16, and proceeding westerly along Ave 16 to State Rte 99, and proceeding southerly along State Rte 99 to nonvisible boundary, and proceeding northerly along nonvisible boundary to unnamed ramp, and proceeding southerly along unnamed ramp to nonvisible boundary, and proceeding northerly along nonvisible boundary to the Madera city line, and proceeding easterly along the Madera city line to Austin St, and proceeding southerly along Austin St to E Cleveland Ave, and proceeding easterly along E Cleveland Ave to N Lake St, and proceeding southerly along N Lake St to Fresno River, and proceeding westerly along Fresno River to N D St, and proceeding southerly along N D St to E 3rd St, and proceeding westerly along E 3rd St to W 3rd St, and proceeding westerly along W 3rd St to N H St, and proceeding northerly along N H St to Union Pacific RR, and proceeding westerly along Union Pacific RR to N I St, and proceeding northerly along N I St to Roberts Ave, and proceeding westerly along Roberts Ave to N Pine St, and proceeding southerly along N Pine St to N Park Dr, and proceeding easterly along N Park Dr to Foster Ave, and proceeding southerly along Foster Ave to Sunset Ave, and proceeding westerly along Sunset Ave to N Schnoor St, and proceeding northerly along N Schnoor St to W Cleveland Ave, and proceeding westerly along W Cleveland Ave to N Granada Dr, and proceeding northerly along N Granada Dr to the point of beginning.

Effective July 6, 2024, the region shall also include the additional territory bounded and described as follows: beginning at the point of intersection of the Madera city line and the westerly boundary line of the Madera Irrigation District Lat. 24.2 Canal at the West Adell Street alignment, and proceeding northerly along the westerly boundary of the Madera Irrigation District Lat. 24.2 Canal to a point of intersection with the southerly boundary of the Madera Irrigation District Lat. 24.2 Canal where said canal curves in a westerly direction, and proceeding easterly to Country Club Drive (Rd. 26), and proceeding northerly along Country Club Drive (Rd. 26) to Martin Street, and proceeding easterly along Martin Street to North D Street, and proceeding southerly along North D Street to a point of intersection with the Madera city line at Ellis Street, and proceeding westerly along Ellis Street to Sonora Street, and proceeding southerly along Sonora Street to the Madera city line, and proceeding southwestly along the Madera city line to West Adell Street, and proceeding westerly along West Adell Street to the point of beginning.

SECTION 4: The foregoing district boundaries are depicted on, and added to, the “City Council District Boundaries Map” attached hereto as Exhibit “A,” which shall be kept on file in the City Clerk's Office.

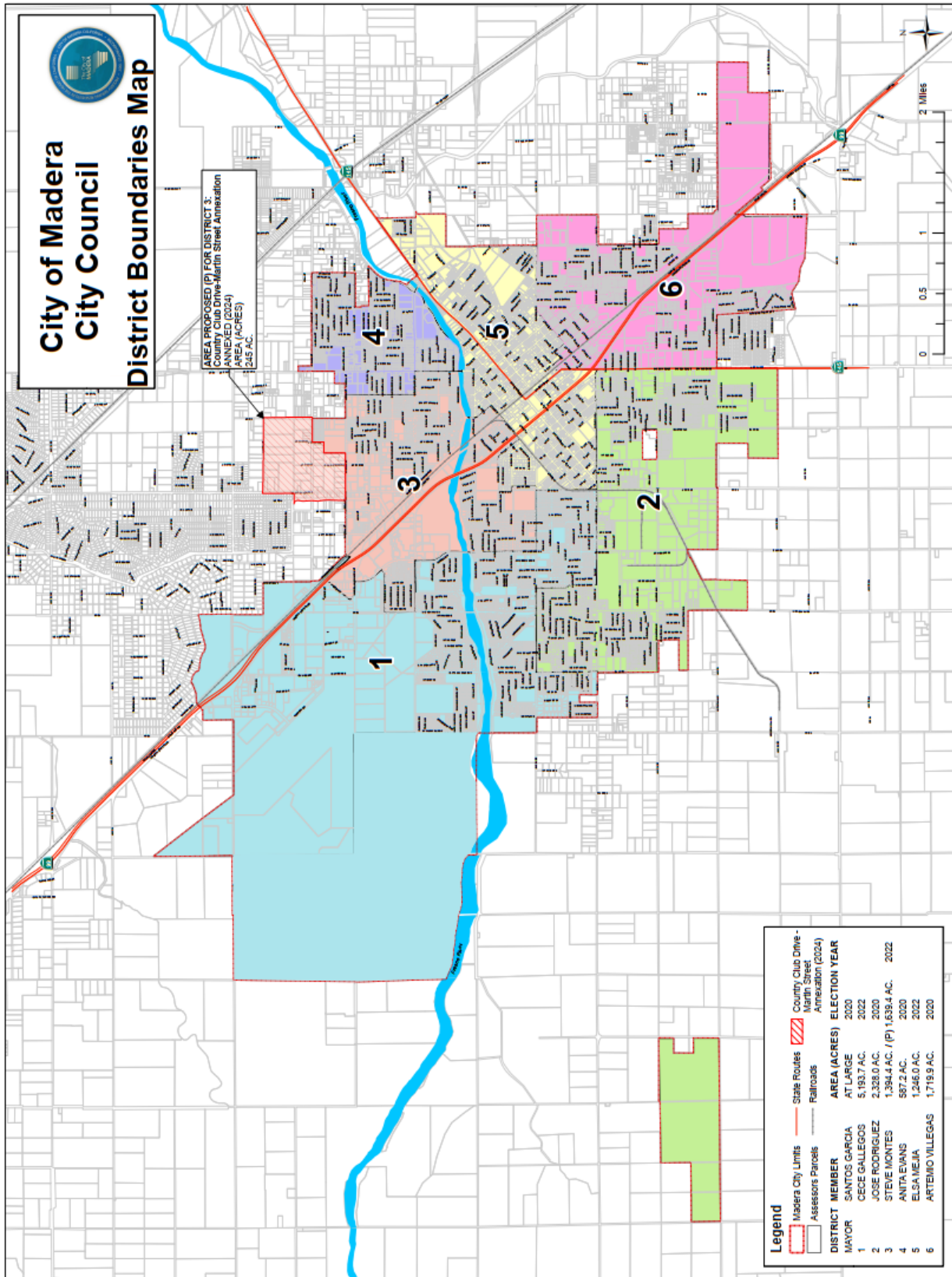
SECTION 5: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares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

SECTION 6: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

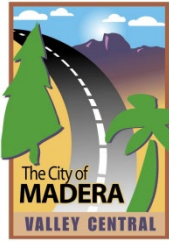
* * * * *

Exhibit "A": City Council District Boundaries Map

Exhibit "A"
City Council District Boundaries Map
(Effective July 6, 2024)



DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
1	SANTOS GARCIA	AT LARGE	2020
2	CEGE GALLEGOS	5,183.7 AC.	2022
3	JOSE RODRIGUEZ	2,326.0 AC.	2020
4	STEVE MONTES	1,394.4 AC. / (P)	1,639.4 AC. 2022
5	ANITA EVANS	597.2 AC.	2020
6	ELSA MEJIA	1,246.0 AC.	2022
	ARTEMIO VILLEGAS	1,719.9 AC.	2020



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: B-7

SUBJECT:

Approval of Fleet Rollup Door Removal and Replacement Contract

RECOMMENDATION:

Adopt a resolution awarding a contract to D L Batty, Inc. for the Removal and Replacement of Fleet Rollup Doors in the amount of \$162,191.80, and a finding of a Class 1 CEQA Categorical Exemption (Existing Facilities)

SUMMARY:

The existing roll-up doors at the Fleet maintenance building have reached the end of their useful life. As part of the Fiscal Year (FY) 2023/24 budget, Council approved an appropriation of \$165,000 in the Fleet Services Division budget to replace the 11 roll-up doors. Recently, the City issued a Request for Proposal (RFP) and received one response of \$162,191.80 from D L Batty, Inc.

DISCUSSION:

The Fleet Services Division operates with multiple roll-up doors that are original to the construction of the building. These doors are subjected to continuous cycling up and down throughout the day as vehicles are brought into and out of the shop for service. However, due to their age, the doors have become worn and require frequent repairs, often resulting in the loss of a maintenance bay until they can be fixed.

Recognizing the critical need to address this issue, staff recommended, and Council approved, an appropriation of \$165,000 in the FY 2023/24 budget to replace all of these original doors. This proactive measure aims to mitigate disruptions caused by door malfunctions, improve operational efficiency, and ensure the safety and functionality of the Fleet maintenance facility.

Pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) for Projects Below CUPCCAA Bid Limits – PCC§2000, et seq. Staff released an Informal Invitation for Bids (IFB). Before circulating the bid, opportunities for a piggyback purchase were explored. However, none were available. Per CUPCCAA guidelines, the IFB was circulated on April 23, 2024, to the 25 vendors on the City’s informal construction bid list who met the contractor A or C-28 contractors’ licensing requirements and uploaded to PlanetBids. From the circulation, 20 vendors accessed the online documents, with 8 indicating they would submit a bid. One vendor attended a site visit scheduled for April 29th. One bidder, D L Batty, Inc. submitted a bid by the May 3rd deadline. Their bid amount of \$162,191.80 is below the amount included in the FY 2023/24 budget for this project. The bid documents are on file with the City Clerk’s Office and are available for review. A copy of these documents will also be available for review at the Council meeting.

It should be noted that the doors are the most recent of several improvements to the City’s Fleet maintenance building made during the last few years. Other recent improvements include:

1. 7 new vehicle lifts. This represents all of the older lifts.
2. Interior paint
3. Removal of a paint booth that was no longer in use
4. Refinishing of the floor

Together, these improvements have improved the safety of the shop and have led to improved employee morale.

CEQA ASSESSMENT:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in CEQA Guidelines Section 15301 (Existing Facilities) as the proposed project is for the repair and maintenance of roll-up doors on the existing Fleet maintenance building, and involves no expansion of existing use. Furthermore, Staff has determined that none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.

FINANCIAL IMPACT:

The FY 23/24 Fleet Services Division budget includes an appropriation of \$165,000 in its Capital Expense account (#3070 1240-7000). The appropriation is sufficient to cover the bid amount

ALTERNATIVES:

An alternative would be to reject the bid and either cancel the project or re-issue a new IFB in hopes of receiving more bids.

ATTACHMENTS:

1. Resolution Awarding a contract under invitation for Bids (IFB) No. 202324-21 to D L Batty, Inc. for the Removal and Replacement of Fleet Rollup Doors in the amount of \$162,191.80
 - a. Construction Agreement

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT UNDER INVITATION FOR BIDS
(IFB) NO. 202324-21 TO D L BATTY, INC. FOR THE REMOVAL AND
REPLACEMENT OF FLEET ROLLUP DOORS IN THE AMOUNT OF
\$162,191.80**

WHEREAS, the City of Madera released an Invitation for Bids (IFB) No. 202324-21 for the removal and replacement of eleven Fleet roll-up doors; and

WHEREAS, IFB No. 202324-21 was released on April 23, 2024; and

WHEREAS, the IFB No. 202324-21 was duly noticed and published accordingly; and

WHEREAS, one bid was received as of May 3, 2024, by D L Batty, Inc. for \$162,191.80; and

WHEREAS, the City wishes to enter into a Construction Agreement with D L Batty, Inc. for the completion of the project.

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.
2. The City has performed a preliminary environmental assessment of this project and the City Council finds and determines that it falls within the Categorical Exemption set forth in CEQA Guidelines Section 15301 (Existing Facilities) as the proposed project is for the repair and maintenance of roll-up doors on the existing Fleet maintenance building, and involves no expansion of existing use. Furthermore, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
3. The Council hereby accepts the bid received from D L Batty, Inc. as the lowest responsive and responsible bidder, and awards a construction contract for IFB 202324-21 Removal and Replace Fleet Rollup Doors in the amount of \$162,191.80 to D L Batty, Inc. Said contract is attached hereto as Exhibit A and approved as to its material terms, and the Mayor is authorized to execute the same on behalf of the City subject as to legal from by the City Attorney.
4. This Resolution shall take effect immediately upon its adoption.

* * *

**CONSTRUCTION AGREEMENT
REMOVE AND REPLACE FLEET ROLLUP DOORS
IFB 202324-24**

This Construction Agreement (“Agreement”) is made between the City of Madera, hereinafter called **“OWNER”** or **“CITY”** and D L Batty, Inc., doing business as 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 **“IFB 202324-24 REMOVE AND REPLACE FLEET ROLLUP DOORS.”**
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 and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within five (5) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within **thirty (30) calendar days**. The **CONTRACTOR** shall submit Payment Bond and Performance Bond in the amount of \$162,191.80, and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK** within five (5) working days after being notified of the award of the contract.
4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum of **ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED NINETY-ONE DOLLARS AND EIGHTY CENTS** (\$162,191.80) (“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 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**. The term **“CONTRACT DOCUMENTS”** means and includes the following:
 - a) **CONTRACTOR** Complete Bid Proposal
 - b) Insurance Requirements for Contractors
 - c) IFB 202324-21 Remove and Replace Fleet Rollup Doors
 - d) Addendum No. 1 dated 04/30/2024
 - e) Addendum No. 2 dated 05/01/2024
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 **SEVEN HUNDRED DOLLARS (\$700.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. As consideration for performance of the Work required herein, **OWNER** agrees to pay **CONTRACTOR** on a time and materials basis as set forth herein, a not-to-exceed amount of \$ 162,191.80 ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the **OWNER**.

(a) Periodic payments shall be made by the **OWNER** to **CONTRACTOR** within thirty (30) days of **OWNER'S** receipt of an application for payment from **CONTRACTOR** for services rendered. Payments to **CONTRACTOR** for work performed will be made on a monthly billing basis. The application shall include all information required by the **OWNER** and shall be in a format approved by the **OWNER**. This application shall be supported by evidence which is required by this Contract and such other documentation as the **OWNER** may require. The **CONTRACTOR** shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. **OWNER** shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.

(b) Labor and Material Releases. **CONTRACTOR** shall furnish **OWNER** with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by **OWNER**.

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.*

(a) 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:

- i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- ii. 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.
- iii. Payment of an amount that is disputed by the Owner.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

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

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

(b) Notices: Notices and other written communications regarding default

between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

- i. 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
 - ii. 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.
 - iii. 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.
- (c) 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.
- (d) 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;
- (e) The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.
- (f) 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.

- (g) 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.
- (h) 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.
- (i) 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.

i. 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.

ii. 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.

iii. Payment:

The Contractor will be paid without duplication for:

- 1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;
- 2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
- 3) 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:

Devin L. Batty
D L Batty, inc.
324 West Yosemite Avenue, Suite B
Madera, CA 93637

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 goods, 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 five years.

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. 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)

CONTRACTOR

By: _____
Santos Garcia, Mayor

By: _____
Contractor (signature)

APPROVE AS TO FORM:

Printed Name and Title

By: _____
Shannon L. Chaffin, City Attorney

Federal Tax I.D. No.

ATTEST:

Contractor License Number

By: _____
Alicia Gonzales, City Clerk

DIR Registration Number

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 _____)

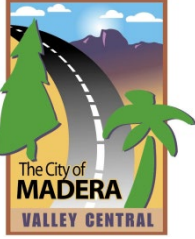
On _____, 2024 before me, _____
(insert name and title of officer)

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)

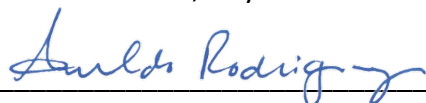


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: B-8

SUBJECT:

General Election for Mayor and Council Districts 2, 4, and 6

RECOMMENDATION:

Adopt a Resolution calling for and requesting consolidation of the City's General Municipal Election with the General Election on November 5, 2024, for the election of City Council elected to serve as Mayor and Council Districts 2, 4, and 6; and requesting that the Madera County Clerk render election services relating to the conduct of the election

SUMMARY:

The term of office for the Mayor elected at large and representatives for Districts 2, 4, and 6 are set to expire at the first Council meeting in December of this year. The Resolution under consideration calls for the consolidation of the City's general municipal election with the statewide general election on Tuesday, November 5, 2024, and requests that the Madera County Clerk conduct the election. City Council members serve four-year terms.

DISCUSSION:

Pursuant to California Elections Code §10403, the City must file a Resolution with the Madera County Board of Supervisors by August 9, 2024, at least 88 days prior to the election. The Resolution requests that the Madera County Board of Supervisors authorize the consolidation of the City's general election with the general election on November 5, 2024, and that the Madera County Clerk conduct the election. City Council members serve four-year terms.

FINANCIAL IMPACT:

The cost for election services for the four Council seats is estimated to be \$100,000. While the budget for Fiscal Year 2024/25 is being prepared, staff will include the estimated costs in the draft budget for Council consideration at a future date. Should the cost exceed the estimated amounts, a budget amendment will be presented to Council for consideration.

ALTERNATIVES:

There is no practical alternative. Although the City may decide to hold a standalone election, there is insufficient time to put together such an election and the costs would be significantly greater.

ATTACHMENT:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL
MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS
OF THE CITY OF MADERA FOR COUNCIL MEMBERS OF DISTRICTS 2, 4, AND 6,
AND FOR THE ELECTION OF MAYOR AT-LARGE TO BE HELD IN THE CITY OF
MADERA ON NOVEMBER 5, 2024 AS REQUIRED BY THE PROVISIONS OF THE
LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES;
REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO
BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA
COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK
TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE
CONDUCT OF THE GENERAL MUNICIPAL ELECTION**

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a general municipal election shall be held on November 5, 2024 in the City of Madera, for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 2, 4, and 6 and the election of the Mayor at-large for a term of four years; and

WHEREAS, Section 10002 of the Elections Code of the State of California provides that the governing body of the city may by resolution request the board of supervisors of the county to permit the county clerk to render specified services to the city relating to the conduct of elections; and

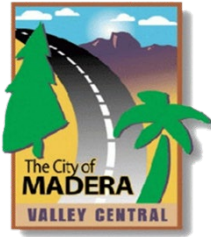
WHEREAS, the City Council desires to call such election and request its consolidation with the statewide election to be held on the same date and have the Madera County Clerk perform specified election services to the City of Madera.

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

1. Pursuant to the Elections Code of the State of California there is called and ordered held in the City of Madera, California, on Tuesday, November 5, 2024, a general municipal election of the qualified electors of the City of Madera for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 2, 4, and 6 and for the election of the Mayor at-large for a term of four years.
2. The ballots to be used at the election shall be in such form and content as may be required by law to be used at the election.

3. Pursuant to Section 10002 of the Elections Code, the City requests the Board of Supervisors of the County of Madera to permit the Madera County Clerk to render specified services to the City relating to the election.
4. The Madera County Clerk is authorized and directed to do any and all things necessary in order to ensure the lawful conduct of the election.
5. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding elections in the City of Madera that are consolidated with any other election.
6. Notice of time and place of holding the election is given and the Madera County Clerk is authorized and directed to give such further or additional information in the time, form and manner as required by law in connection with the election.
7. Pursuant to Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Madera is hereby requested to consolidate the election referred to herein with the statewide election to be held on Tuesday, November 5, 2024.
8. For and in consideration of the election services rendered by the Madera County Clerk, the City of Madera agrees to pay to Madera County the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Madera County Clerk to be directly related to the conduct of the City of Madera's general municipal election together with the City's proportionate share of the expenses for election services rendered by Madera County that are being shared equally with other jurisdictions, if any, by virtue of the consolidation of the City's municipal election with elections being held by other jurisdictions, if any, in the City of Madera on November 5, 2024.

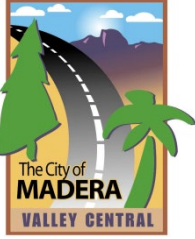
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Madera City Council Meeting
June 5, 2024
Agenda Item: C-1

Budget Workshop
(Report by Michael Lima)

There is no written report for this item.



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: D-1

SUBJECT:

City's Participation in the 4th of July Community Event

RECOMMENDATION:

Adopt Resolutions:

1. Authorizing up to \$8,000 in payment to the Greater Madera Kiwanis should the 4th of July Community Event not raise adequate funds
2. Approving a Budget Amendment to the Fiscal Year 2023/2024 Operating Budget to appropriate General Fund fund balance for payment to the Greater Madera Kiwanis
3. Waiving the fees to cover the costs of police services of \$2,068

SUMMARY:

The Greater Madera Kiwanis (Kiwanis), a local service organization, is planning a community event for the 4th of July. Historically, the City hosted this event at the Madera Municipal Golf Course, but due to budget constraints and the COVID-19 pandemic, the last event hosted by the City was in 2017. To revive civic pride, the Kiwanis successfully hosted the event in 2023 at the Madera Fairgrounds with assistance from the City. Building on last year's success, the Kiwanis will again host the event and are aggressively seeking donations, allowing them to host the event free of charge to community members. With limited time, the Kiwanis are requesting the City's assistance by:

1. Authorizing up to \$8,000 in direct funding to the Kiwanis should they be unable to raise all of the necessary funds
2. Waiving the fees to provide police services during the event of \$2,068

DISCUSSION:

As the host, the Kiwanis have been fundraising and partnering with other organizations to cover costs associated with the event, including venue rental, permits from the State Fire Marshal, and

the 18-minute fireworks display. The event will be free to enter, and parking will also be free. The event is open to all community members and will provide a place to gather and celebrate the country's independence. In addition, the community will be able to enjoy activities and entertainment such as family games and live music. The Kiwanis do not anticipate profiting from the event; instead, any donations will cover the expected expenses. If the Kiwanis do not reach their fundraising goal, they have formally requested financial assistance from the City not to exceed \$8,000.

Additionally, the Kiwanis have requested the City waive the fees associated with providing police services for traffic control and security. If approved, the Police Department plans to staff the event with six officers at the special event rate outlined in the City's Master Fee Schedule. The estimated cost of police involvement is \$2,068.

The Kiwanis will be required to obtain the necessary permits for using the Madera Fairgrounds and provide insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to the event sponsors, per City policy.

FINANCIAL IMPACT:

If approved, the City would contribute up to \$8,000 to the Kiwanis from the City's General Fund fund balance. Additionally, the cost of providing police services to assist with traffic control and security is estimated at \$2,068, which covers the special event rate for six officers for five hours. The funds for police presence would be incorporated into the fiscal year 2024/25 budget but are being brought to Council now, considering that the Kiwanis are finalizing their expenses.

It is important to note that this figure represents the City providing the total assistance requested by the Kiwanis. The Kiwanis may meet their fundraising goal and only require waiving police service fees.

ALTERNATIVES:

Council may decline the request to provide financial assistance for event expenses and police services. Alternatively, Council may approve either request independently from one another. Furthermore, Council may request additional information.

ATTACHMENTS:

1. Resolution authorizing up to \$8,000 in payment to the Greater Madera Kiwanis
2. Resolution approving budget amendment
 - a. Exhibit A: Budget amendment
3. Resolution waiving fees to cover the costs of police services
4. Request letter authored by the Greater Madera Kiwanis

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING UP TO \$8,000 IN PAYMENT TO THE GREATER MADERA
KIWANIS SHOULD THE 4TH OF JULY COMMUNITY EVENT NOT RAISE
ADEQUATE FUNDS**

WHEREAS, on June 5, 2024, the City Council of the City of Madera considered a request by the Greater Madera Kiwanis (Kiwanis) to provide financial assistance up to \$8,000 for the 4th of July Community Event; and

WHEREAS, the Kiwanis have planned and organized this annual community event, providing citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, the event has various expenses, including venue rental, permits from the State Fire Marshall, and the firework display; and

WHEREAS, the Kiwanis have fundraised and partnered with other organizations but may not receive sufficient capital to fund all the event expenses; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the requested financial assistance to the Kiwanis; and

WHEREAS, this request provides a public benefit to the community.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The City Council does hereby authorize payment from the City's General Fund fund balance to the Kiwanis for the 4th of July Community Event, in an amount not to exceed \$8,000.
3. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 24-_____

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

WHEREAS, the City of Madera has an Adopted Budget for Fiscal Year 2023/2024; 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 payment to the Greater Madera Kiwanis for the 4th of July Community Event.

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

1. The above recitals are true and correct.
2. The 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. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION
FOR THE 4TH OF JULY COMMUNITY EVENT

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>GENERAL FUND</u>					
1020	10200000	4900	Budgetary Carryover	8,000	
1020	10202000	6409	Community Outreach		8,000
TOTALS				<u>8,000</u>	<u>8,000</u>

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING
THE FEES TO COVER COSTS OF POLICE SERVICES FOR THE 4TH OF JULY
COMMUNITY EVENT FOR THE GREATER MADERA KIWANIS IN THE
AMOUNT OF \$2,068**

WHEREAS, on June 5, 2024, the City Council of the City of Madera considered a request by the Greater Madera Kiwanis (Kiwanis), to waive the fees to cover costs relating to the 4th of July Community Event; and

WHEREAS, the Kiwanis have planned and organized this annual community event providing citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, the City fees for police services are \$2,068; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.
3. The City Council does hereby waive the City fees requested by the Kiwanis, in the amount of \$2,068 associated with the 4th of July Community Event.
4. This resolution is effective immediately upon adoption.

* * * * *

Greater Madera Kiwanis
4th of July 2024 Event
Madera FairGrounds
Madera, Ca 93637



Mr Mayor and Fellow Council Members,

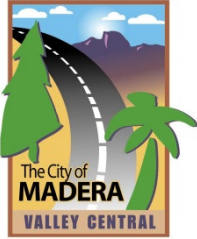
On behalf of the Greater Madera Kiwanis, we respectfully request waiving the costs associated with the Police Department's services for the 4th of July 2024 Event. In addition, we are requesting up to \$8,000 in financial assistance for expenses related to the event. This year's event will take place on Thursday July 4th , 2024. This is the second year the Kiwanis Club is hosting the community event in order to help reduce the financial burden placed on the city in previous years.

This event has been traditionally held at the Madera Municipal Golf Course bringing large numbers of people out to enjoy a day of festivities and an amazing fireworks display. In an effort to expand and improve the experience we will once again host the event at the Madera Fairgrounds.

We would like to thank everyone for their time and consideration in helping bring together this amazing event.

Respectfully,

Rohi Zacharia
President of Greater Madera Kiwanis Club



REPORT TO CITY COUNCIL

Approved by: *Michael Lima*
Michael Lima, Director of Financial Services

Council Meeting of: June 5, 2024

Agenda Number: D-2

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

SUBJECT:

Piggyback purchase agreement for Fleet Division-related purchase

RECOMMENDATION:

Adopt a Resolution approving Sourcewell piggyback agreement with PB Loader Corporation for the purchase of an all-electric utility truck for \$129,016.41 and approve a Budget Amendment in the amount of \$46,517 to fund the recommended purchase.

SUMMARY:

Appropriations for equipment were included in the Fiscal Year (FY) 2023/24 Adopted Budget for the Fleet Replacement Program (Org Unit 3070-1250), which Council approved on August 24, 2023. Included in those appropriations were funds for a replacement utility truck for the Facilities Division of the Public Works Department. Due to recent amendments to the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) regulations, the City needs to begin the transition of its fleet from internal combustion engines (ICE) to zero emission vehicles by having a minimum of 50 percent of its medium and heavy duty vehicle purchases in 2024 be zero emissions vehicles. As the price for the all-electric zero-emission truck exceeds what was anticipated, a budget amendment is also necessary to fund the requested purchase.

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 Fleet's variety and quantity of procurements, the division is a natural fit to utilize the piggyback procurement process.

Effective January 2024, the California Air Resources Board (CARB) enacted the Advanced Clean Fleets (ACF) regulation affecting vehicles owned by State, local, and Federal government agencies. The regulation aims to accelerate the transition to zero-emission vehicles (ZEV) for medium and heavy-duty trucks. These vehicles have a gross vehicle weight rating (GVWR) greater than 8,500 lbs, typically encompassing any truck commonly referred to as a ¾ ton pickup or larger.

Beginning on January 1, 2024, State and local governments must ensure that 50 percent of their vehicle purchases per calendar year are zero-emissions. This requirement will increase to 100 percent of vehicle purchases being zero-emissions starting January 1, 2027. This regulation necessitates significant planning and adjustments in vehicle procurement strategies to comply with the new ZEV mandates.

This truck was selected as the City's first all-electric vehicle purchase to meet the new regulations. As none of the three major truck manufacturers, Chevrolet, Dodge, or Ford, currently produce a pickup that falls within the regulation, this truck is the least expensive option of the vehicles recommended for purchase in the 2024 calendar year.

A couple of items worth highlighting include:

- The truck is a Workhorse W4 CC.
- The vehicle is an all-electric 14,330 gross vehicle weight (GVWR) truck with a 7,000-pound payload capacity.
- It will be outfitted with a utility bed with various toolboxes and an open storage area.
- It has a range of 150 miles on a full charge with an MPGe (mile per gallon electrical equivalent) of 44.
- Charging with a Level Two (2) charger takes approximately 11 hours and 3-4 hours with a Level Three (3) charger.
- The City's Corporation Yard has 6 Level Two chargers dedicated to City vehicles. These chargers were installed as part of the ENGIE project, including installing solar panels in the yard.
- A representative vehicle is shown below.



FINANCIAL IMPACT:

As medium- and heavy-duty all-electric vehicles and technology are new to the industry, the purchase cost is significantly higher than that of a traditional internal combustion engine (i.e., gasoline or diesel). While the original budget was \$82,500, the quote for an all-electric utility truck is \$189,016.41.

Fortunately, CARB offers a point-of-sale voucher program titled HVIP – Hybrid and Zero-Emission Truck and Bus Voucher Incentive Program. The program aims to support the State’s climate goals and improve air quality by providing vouchers to reduce the purchase cost of hybrid and zero-

emission trucks and buses. Funds are available on a first-come, first-served basis and vary depending on vehicle type and weight class. The rebate funding for this vehicle would be \$60,000, reducing the purchase price to \$129,016.41. This revised price is still higher than the budgeted appropriation for the vehicle. Therefore, a budget amendment will be necessary to cover the additional costs.

The purchase under the recommended cooperative purchase agreement will be made from the Fleet Acquisition Program (Org 3070-1250). Due to the CARB ACF regulation, the purchase price is above what was originally budgeted by \$46,516.41. Additional funds above the original fiscal year budget amount for purchasing come from the Facilities Fund via a Budget Amendment included in this agenda item. Table 1 provides a summary of costs.

Table 1: Summary of Costs and Budget Amendment request	
The purchase price for the all-electric truck	\$189,016.41
CARB Rebate	(\$60,000)
Net purchase price	\$129,016.41
Original budget for a diesel truck (approved as part of the 2023/24 budget)	\$82,500
Difference between Purchase Price vs. Adopted Budget (budget amendment)	\$46,516.41

While operational costs for electric trucks are challenging to quantify due to being the City’s first sizeable electric vehicle, preliminary research indicates potential long-term savings. Electric vehicles offer lower fuel costs and generally lower maintenance expenses than fuel-powered vehicles. However, the higher upfront cost of electric trucks and uncertainties regarding operational expenses, such as tire wear, must be considered. Moreover, the environmental benefits of electric vehicles, such as zero tailpipe emissions, are noteworthy. Regardless, staff will monitor expenses to ensure budgeting for future vehicle acquisitions.

City staff recommends purchasing this vehicle using the Sourcewell piggyback agreement #080521-PBL with PB Loader Corporation, with the attached budget amendment.

ALTERNATIVES:

As an alternative, Council may direct staff to prepare a Request for Proposals (RFP) to solicit quotes from vendors or issue an RFP. 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. Council may also reject the Budget Amendment which would result in insufficient funds being available to purchase the vehicle.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase
2. Budget Amendment Resolution

RESOLUTION NO. _____

**RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT WITH
PB LOADER CORPORATION FOR THE PURCHASE OF AN ALL-ELECTRIC
UTILITY TRUCK FOR THE FACILITIES DIVISION IN THE AMOUNT OF
\$129,016,41**

WHEREAS, a piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which added Title II Section 4 Purchasing Procedures to City's Municipal Code; and

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find, and order as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.
3. The Council approves the Sourcewell piggyback agreement for purchase of an all-electric utility truck in the amount of \$129,016.41 from PB Loader.
4. The City Manager is authorized to enter into agreement for the item listed above, consistent with the material terms of the Sourcewell agreement and California law, and subject to approval as to legal form by the City Attorney.
5. This Resolution shall take effect immediately upon its adoption.

* * *

RESOLUTION NO. _____

**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**

WHEREAS, The Fleet Maintenance department is purchasing a new all-electric utility truck for the Facilities department; and

WHEREAS, the cost of the new truck is above what was originally budgeted by \$46,516.41; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2023/2024 Budget, listed in Exhibit A, attached hereto, are necessary to cover the additional cost.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find, and order as follows:

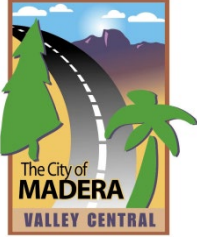
1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary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

* * *

EXHIBIT A

**CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION
FOR ELECTRIC TRUCK PURCHASE**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>FACILITIES FUND</u>					
3071	30710000	4900	Budgetary Carryover		46,517
3071	30710000	8200	Transfer Out	46,517	
<u>EQUIPMENT FUND</u>					
3070	30701250	4355	Transfer In		46,517
3070	30701250	7000	Vehicles & Equipment	46,517	
TOTALS				<u>93,034</u>	<u>93,034</u>



REPORT TO CITY COUNCIL

Approved by:

Justin Macomb

Assistant Chief Justin Macomb

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: D-3

SUBJECT:

Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2024, to June 30, 2025, for Fire Service Operations

RECOMMENDATION:

Adopt a Resolution approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2024, to June 30, 2025, for \$6,236,553

SUMMARY:

The proposed agreement between the City and CAL FIRE, spanning from June 1, 2024, through June 30, 2025, is valued at \$6,236,553. This agreement ensures the staffing of personnel at Stations 56, 57, and 58. If approved, the City will maintain the current staffing levels with one modification, the replacement of two Firefighter II positions with Fire Apparatus Engineers.

DISCUSSION:

Prior to 1993, the City provided its own fire protection with two fire stations. In 1993, the City entered its first contract with the then-named California Department of Forestry. Public Resources Code Section 4142 allows CAL FIRE to enter into cooperative agreements with cities and counties for the purpose of suppressing fires within those jurisdictions. Currently, the City maintains three fire stations staffed with CAL FIRE personnel. Equipment and supplies are provided by the City and are not included in this agreement; rather, operating expenses are covered in the City's Annual Budget. Table 1 provides a summary of personnel and equipment for each station.

Table 1: Summary of Personnel & Equipment per Station		
Station	Personnel on duty	Equipment
56 (Lake)	<ul style="list-style-type: none"> ▪ 3 Firefighters ▪ Battalion Chief for 72 hours per week 	<ul style="list-style-type: none"> ▪ Battalion 50 ▪ Engine 56 (front-line engine) ▪ 1 Patrol vehicle ▪ 1 All-terrain vehicle
57 (Schnoor)	<ul style="list-style-type: none"> ▪ 3 Firefighters 	<ul style="list-style-type: none"> ▪ Engine 57 (front-line engine) ▪ Reserve Engine 257
58 (Condor)	<ul style="list-style-type: none"> ▪ 3 Firefighters ▪ Battalion Chief for 72 hours per week 	<ul style="list-style-type: none"> ▪ Truck 58 (front-line engine) ▪ Reserve Engine 258

Schedule "A" Agreement

The current agreement, approved in June 2023, was a one-year fire protection services reimbursement agreement from July 1, 2023, through June 30, 2024. The agreement was for \$6,428,387. The current proposed Fiscal Year (FY) 2024/2025 agreement is for \$6,236,553, which represents a 3.0% decrease, or \$191,854. This decrease is due to a one-time (FY 2024/25) buy down of 19.55% to State employee retirement benefits provided by the State per the Governor's FY 2024/25 budget displayed within Control Section 3.60 of the budget bill Senate Bill 917 and Assembly Bill 1812. It should be noted that the retirement cost savings will sunset in FY 2025/26 and the rate is expected to revert to its historical 50 percent. Regardless, next year's agreement is projected to save the City money. Table 2 provides a summary of recent City and CalFire agreements.

Table 2: Recent Schedule A agreements between the City and CalFire (1)				
Fiscal Year	Personnel on duty (2)	Contract Amount	Actual Expenses	Savings
2024/25 (3) (4)	9 plus 2 Battalion Chiefs	\$6,236,553	-	-
2023/24 (5)	9 plus 2 Battalion Chiefs	\$6,428,387	(6)	(6)
2022/23	9 plus 2 Battalion Chiefs	\$6,057,566	\$5,726,989	\$330,576
2021/22	9 plus 1 Battalion Chief	\$5,530,761	\$5,055,294	\$475,467
2020/21 (7)	9 plus 1 Battalion Chief	\$5,676,191	\$3,941,071	\$1,735,120
2019/20	6 plus 1 Battalion Chief	\$4,634,772	\$4,405,443	\$229,329

(1) All figures rounded to the nearest dollar
(2) Battalion Chiefs work 72-hour shifts per week. The City had 1 Battalion Chief and added a second position (Fire Marshal) in the middle of FY 2022/23 in an effort to comply with SB 1205 which was adopted in response to the infamous Ghost Ship fire
(3) Proposed (this item)
(4) Includes the conversion of 2 Firefighter II positions to Engineers
(5) Included the conversion of 2 Firefighter II positions to Engineers

- (6) Actual Expenses and Savings for the current Fiscal Year will be known at the end of the current fiscal year
- (7) Station 58 partial year, above average savings

Changing two positions from Firefighter II to Engineers

In the current agreement, Council approved the conversion of 2 Firefighter II (FFII) to Fire Apparatus Engineers (FAE). FFII's are the junior ranked members of an engine company and are limited in the job functions they can perform. FAEs can do all the job duties of an FFII in addition to the following:

- Act as the senior company officer in the absence of a Captain
- Command incidents
- Drive Code 3 during emergency response
- Trained in hydraulic calculations for pumping operations
- Higher level of job proficiency and training requirements
- Can be held to a minimum 2-year commitment

The cost difference due to the reclassification of 2 positions is \$38,832 for the FY. The increase in costs is justified by the benefits gained from having more highly trained personnel. This enhancement in staffing ensures a higher level of service and operational efficiency, directly contributing to the safety and well-being of the community. Additionally, the lack of a mandatory commitment period for Firefighter IIs (FFIIs) before they are eligible for promotion has created operational challenges. As FFIIs promote, they leave vacancies that can take up to six months to fill, during which the positions are covered by overtime. In the past year, the City has spent \$178,409 on overtime to fill vacant positions.

Currently, the City operates with 21 full-time firefighters and 2 Battalion Chiefs. Under the proposed contract, the City would continue to operate with 21 full-time firefighters and 2 Battalion Chiefs; however, 2 of the firefighter positions would be changed from FFII to Fire Apparatus Engineer (FAE) roles. Presently, there are 2 vacant FFII positions, making this an opportune time to reclassify these positions to FAE. This adjustment aims to improve operational efficiency and reduce the reliance on overtime to cover vacancies.

It is worth noting that historically, vacant firefighter positions may have been financially advantageous to the City, as the City would save money by not charging an employee's salary and benefits to the contract, only incurring overtime costs. However, updated billing practices now require that while a new employee is in training, both their salary and benefits, as well as the overtime for their vacancy coverage, are charged to the contract. This change has the potential to result in costs that exceed the salary and benefits of a single employee.

Beyond the financial considerations, the operational effects also compound the issue. The extra days that employees work to fill staffing gaps add to the already high job stresses. While relief personnel are trained to existing standards, they may lack the local knowledge and experience

specific to the City’s operating procedures. This gap necessitates additional training, further increasing stress, reducing efficiency, and escalating the cost of the program. Implementing a mandatory commitment of no less than two years for Fire Apparatus Engineers (FAEs) would alleviate a significant number of these issues and enhance the level of service provided to the community.

Moreover, the City benefits from CAL FIRE personnel housed proximate to the City, who assist in times of need by providing additional personnel and equipment. These benefits include:

- Hazardous Materials response
- Fire origin investigations
- State resources at no cost during drawdown
- Employees on extended workers comp are not billed to the contract
- Cost-share of support services

In addition to the aforementioned benefits, CAL FIRE has provided substantial assistance to the City in several key areas:

1. *Fresno River Clean-Up*: Supplying personnel and equipment for the clean-up efforts along the Fresno River.
2. *Post-Occupancy Inspections*: Conducting inspections as required by SB 1205, ensuring compliance and safety in buildings.
3. *Fire Hydrant Maintenance*: Flushing fire hydrants and creating an inventory of the City’s hydrants, which is shared with the Water Division to better coordinate the repair and maintenance of inoperable hydrants.

These collaborative efforts not only enhance the City's operational efficiency but also ensure a higher level of community safety and resource management.

FINANCIAL IMPACT:

Funds for this contract will be included in the Fiscal Year 24/25 budget. Since the opening of Fire Station 58, one-third of the agreement has been funded by Measure K, considering that it added approximately 33 percent additional staff. In addition, while not part of this item, Measure K has covered any expenses arising from the operation of Station 58, including equipment costs. The General Fund continues to support the operational expenses and salaries and benefits for Stations 56 and 57. Table 3 provides an overview of how the City funds the agreement.

Table 3: Agreement Overview		
Item	% of Contract	\$
Schedule A Agreement Amount	-	\$6,236,553
City’s General Fund	66% (2/3 of agreement)	\$4,157,702

Measure K	33% (1/3 of agreement)	\$2,078,851
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ATTACHMENTS:

1. Resolution
2. Fire Protection Reimbursement Agreement
 - a. Exhibit A
 - b. Exhibit B
 - c. Exhibit C
 - d. Exhibit D
 - e. Exhibit E

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF FORESTRY AND FIREPROTECTION (CAL
FIRE) FROM JULY 1, 2024, TO JUNE 30, 2025, FOR FIRE SERVICE
OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT
ON BEHALF OF THE CITY OF MADERA**

WHEREAS, the City of Madera (CITY) contracts with the State of California, Department of Forestry and Fire Protection (CAL FIRE) to provide fire protection services as allowed under Public Resources Code Section 4142; and

WHEREAS, CAL FIRE and the CITY have entered into agreements for services since 1993, the latest of which was a one-year Schedule "A" service agreement from July 1, 2023, through June 30, 2024; and

WHEREAS, the Schedule "A" agreement must be amended annually to cover each fiscal year's costs while providing for fire service operations.

WHEREAS, the subject agreement would extend the service agreement through June 30, 2025.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera, California approves the above-noted Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2024 (Agreement# 4CA09647 in the amount of \$6,236,553.00), a copy of which is on file in the office of the City Clerk and referred to for particulars.
3. The City Council of the City of Madera, California authorizes the Mayor, to sign and execute said Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 1/2024

AGREEMENT NUMBER	4CA09647
REGISTRATION NUMBER:	

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

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Madera

2. The term of this Agreement is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$ 6,236,553.00
Six million, two hundred thirty six thousand, five hundred fifty three dollars and zero cents

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

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	9	pages
Exhibit E – Description of Other Services	1	pages

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

LOCAL AGENCY

**California Department of General
Services Use Only**

LOCAL AGENCY'S NAME

City of Madera

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Santos Garcia - Mayor

ADDRESS

205 West Fourth Street, Madera, CA 93637

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Nathan Barcklay, Assistant Deputy Director, Cooperative Fire

ADDRESS

P.O. Box 944246, Sacramento, CA 94244-2460

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	MMU	Local Agency:	City of Madera
Name:	Mike van Loben Sels	Name:	Arnoldo Rodriguez - City Manager
Phone:	559-675-7799	Phone:	559-661-2792
Fax:	559-673-2085	Fax:	559-674-2792

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike van Loben Sels	Local Agency:	City of Madera
Section/Unit:	MMU	Section/Unit:	City Clerk
Attention:	Justin Macomb	Attention:	Alicia Gonzales
Address:	200 West Fourth St Madera, CA 93637	Address:	205 West Fourth Street Madera, CA 93637
Phone:	559-675-7799	Phone:	559-661-5400
Fax:	559-673-2085	Fax:	559-661-2792

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Contractor Name: City of Madera

Contract No: 4CA09647

Page No.: 17

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: City of Madera

CONTRACT NUMBER: **4CA09647**

Index: 4200

PCA: 47920

Fiscal Year: 2024/25 to 2024/25

This is Schedule A of Cooperative Agreement originally dated July 1, 2024, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: MMU

Agreement Total	\$6,236,553
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Contract Name:

City of Madera

Contract No.: 4CA09647

Page No.:

18

Fiscal Year 24/25	
47920 PS Total	\$6,087,651
47920 OE Total	\$148,902

TOTAL	\$6,236,553
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Fiscal Year: 2024	Unit: MMU	Sub Total	\$5,430,554	Contract Name:	City of Madera
Index: 4200		Admin	\$657,097	Contract No.: 4CA09647	
PCA: 47920		Total	\$6,087,651	Page No.:	19
PRC: 4142		Overtime Total: \$355,075			

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between City of Madera and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Mike van Loben Sels
CAL FIRE Region Chief	David Fulcher
Staff Benefit Rate as of 7/1/24 for POF Classifications	74.87%
Staff Benefit Rate as of 7/1/24 for SAF Classifications	64.68%
Staff Benefit Rate as of 7/1/24 for MIS Classifications	77.30%

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Battalion Chief (Nonsupervisory)	POF		12	\$7,447	\$178,728	\$4,449	12	\$106,776	\$133,814	\$0	\$41,685	\$461,003	\$514,945
2	Education Incentive Pay Differential	POF		12	\$150	\$3,600			\$0	\$2,695		\$0	\$6,295	
1	Hazmat Pay Differential	POF		12	\$150	\$1,800			\$0	\$1,348		\$0	\$3,148	
1	Longevity Pay Differential - 9%	POF		12	\$0	\$8,043			\$0	\$6,022		\$0	\$14,064	
	Overtime	POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF				\$30,000			\$0	\$435		\$0	\$30,435	
7	Fire Captain, Range A	POF		12	\$6,416	\$538,944	\$3,845	12	\$322,980	\$403,507	\$0	\$126,091	\$1,391,523	\$1,569,534
7	Education Incentive Pay Differential	POF		12	\$150	\$12,600			\$0	\$9,434		\$0	\$22,034	
4.5	Longevity Pay Differential - 9%	POF		12	\$0	\$31,182			\$0	\$23,346		\$0	\$54,528	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$100,000			\$0	\$1,450		\$0	\$101,450	
13	Fire Apparatus Engineer	POF		12	\$5,718	\$892,008	\$3,435	12	\$535,860	\$667,846	\$0	\$209,200	\$2,304,914	\$2,591,446
9	Hazmat Pay Differential	POF		12	\$150	\$16,200			\$0	\$12,129		\$0	\$28,329	
7	Longevity Pay Differential - 9%	POF		12	\$0	\$43,228			\$0	\$32,365		\$0	\$75,593	
7	Education Incentive Pay Differential	POF			\$150	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$180,000			\$0	\$2,610		\$0	\$182,610	
3	Fire Fighter II	POF		12	\$5,155	\$185,580	\$3,105	12	\$111,780	\$138,944	\$0	\$43,639	\$479,943	\$520,523
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$40,000			\$0	\$580		\$0	\$40,580	
1.5	Communications Operator, Range A	SAF		12	\$6,208	\$111,744	\$0	0	\$0	\$72,276	\$0	\$0	\$184,020	\$193,011
1.5	Night-Shift Pay Differential	SAF		12	\$303	\$5,460			\$0	\$3,531		\$0	\$8,991	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	SAF				\$0			\$0	\$0		\$0	\$0	
0.5	Office Assistant (Typing), Range A	MIS		12	\$3,863	\$23,178	\$0	0	\$0	\$17,917	\$0	\$0	\$41,095	\$41,095
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	MIS				\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2024
 Index: 4200
 PCA: 47920
 PRC: 4142

Uniform Benefits	\$145
Sub Total	\$132,830
Admin	\$16,072
Total	\$148,902

Contract Name: City of Madera
 Contract No.: 4CA09647
 Page No.: 20

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between City of Madera and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	Total
UNIFORM ALLOWANCE FOR BU8		27.00	12.00	\$178	\$ 57,510	\$ 145	\$ 57,655
UNIFORM ALLOWANCE FOR COMM OP		1.50	12.00	\$104	\$ 1,875		\$ 1,875
GENERAL EXPENSE		1.00	1.00	\$10000	\$ 10,000		\$ 10,000
COMMUNICATIONS		1.00	12.00	\$500	\$ 6,000		\$ 6,000
UTILITIES		1.00	1.00	\$300	\$ 300		\$ 300
TRAINING		1.00	1.00	\$1000	\$ 1,000		\$ 1,000
TRAVEL		1.00	1.00	\$6000	\$ 6,000		\$ 6,000
OTHER ITEMS OF EXPENSE	Safety Gear	1.00	1.00	\$50000	\$ 50,000		\$ 50,000

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2024, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2024/25 to 2024/25**

(See Attached)

EXHIBIT D, SCHEDULE C

**LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT**

NAME OF LOCAL AGENCY: City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2024 by and between CAL FIRE of the State of California and City of Madera.

FISCAL YEAR: 2024-2025

Fire Stations:

Madera City Station 56
Madera City Station 57
Madera City Station 58

Equipment:

3-Pick up Trucks

- 2023 Chevy 2500 (B51)
- 2017 Ford F-250 (B50)
- 2006 Chevy 1500 (Utility7)

5-Fire Engines

- 2022 Rosenbauer Cumming ISL9
- 2016 Spartan (E-56) Cummings ISL9
- 2008 Spartan (E-57) Cummings ISL9
- 2002 Spartan (E-258) Cummings ISM-450
- 1990 Grumman (E-257) Detroit Series 92 307hp

1-Ladder Truck

- 2017 Rosenbauer 105' Aerial (T58) Cummings ISL9 550hp

1-Type 6 Patrol

- 2009 Ferrara F550 (E-656) 6.0PSD

1- Portable Air Unit

1- Honda 1000 Side by Side

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2023, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:City of Madera

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2024/25 to 2024/25

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ Signature _____ Printed Name

_____ Title _____ Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____ Signature _____ Printed Name

_____ Title _____ Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ Signature _____ Printed Name

_____ Title _____ Date

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

FISCAL YEAR: 2024/2025

Administration:

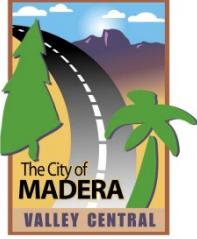
Duties and Responsibilities of the:

Madera City Fire Chief:

The Madera-Mariposa-Merced Unit Chief, acts as the Madera City Fire Chief in accordance with the California Department of Forestry & Fire Protection (CAL FIRE) Cooperative Fire Protection Agreement and is appointed by the Madera City Council to serve in that capacity. The Fire Chief serves at the direction of, and receives overall administrative policy guidance from, the City Manager. The Fire Chief provides leadership, guidance and management direction in all Fire Department activities; including personnel and administrative issues. The Fire Chief directs and is responsible for major department programs which include; performing and coordinating personnel management, organizational staffing, financing, equipment management and maintenance, communications and records, fire prevention and suppression methods, assisting in disaster preparedness, and laws, rules and regulations relating to the fire department and the control and prevention of fires.

The Fire Chief provides direction to staff in coordination of the preparation, development, and expenditures of the Schedule A and C budgets; the maintenance, repair, improvement, and replacement of equipment, fire stations, and other facilities; the inventory and requisitioning of materials, supplies, and equipment; the continuing development and utilization of a fire communications system; and the preparation of records and reports including inspections of the fire company equipment and facilities as necessary.

In an effort to improve fire protection, and because cooperative and regional fire protection assists all agencies in reducing costs, improved response times and enhanced staffing levels; the Fire Chief will work with the City Manager, and seek approval through the City Council, in the coordination and facilitation of any Automatic Aid/Mutual Aid Agreements for fire protection between Madera City, the Counties that lie contiguous to Madera City and the City Chowchilla.

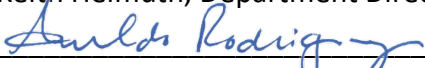


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: D-4

SUBJECT:

Purchase of Real Property Located at 16564 N. Lake Street (APN: 038-030-028) for the Northeast Water Storage Tank

RECOMMENDATION:

Adopt a Resolution:

1. Approving the Agreement for the Purchase and Sale of a portion of Real Property located at 16564 N. Lake Street (APN: 038-030-028) for \$222,000 and Joint Escrow Instructions; and
2. Accepting the Grant Deed

SUMMARY:

Presented herein is an agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) for the acquisition of the southern 2.89-acre portion of a larger 7.54-acre parcel (APN: 038-030-028) at 16564 N. Lake Street in the County. The purpose of this acquisition is to facilitate the construction of the new Northeast Water Storage Tank. The parcel, currently zoned AR-5 (Agricultural Rural), is strategically located to support the City's water infrastructure and is sized to house two 2.5 million gallons (MG) water storage tanks; however, only a single tank is anticipated in the immediate future.

DISCUSSION:

Today, the City relies entirely on groundwater for 100 percent of its water supply, with one active water storage tank, the Cook Water Tower. This elevated tank currently provides 1 MG of storage capacity and is undergoing renovation. The City's water distribution network is comprised of approximately 200 miles of water lines serving 15,308 connections, with 19 groundwater pumps.

In response to the growing demand for water supply capacity, the City is actively planning the development of additional water infrastructure. One such project involves the establishment of a new well No. 37 at the northwest intersection of N. Granada Drive and W. Cleveland Avenue to augment the existing supply.

Need for additional water storage

The need for increased water storage capacity has been well-documented, most recently highlighted in the 2014 Water System Master Plan. This comprehensive plan proposed the development of a robust infrastructure system to meet the growing demands of our community's water supply and identified the necessity for additional storage facilities to meet fire flow demand and to ensure the reliability and resilience of the City's water supply infrastructure.

This project was initially identified in the 2014 Water System Master Plan. The plan outlined the construction of a new 6.75 MG ground-level storage tank, pump station, and associated transmission mains in northeast Madera. These facilities were scheduled to be implemented between 2016 and 2020.

While the master plan originally called for a 6.75 MG storage tank, a reassessment of water usage trends and demand projections led to a revision of the project scope.

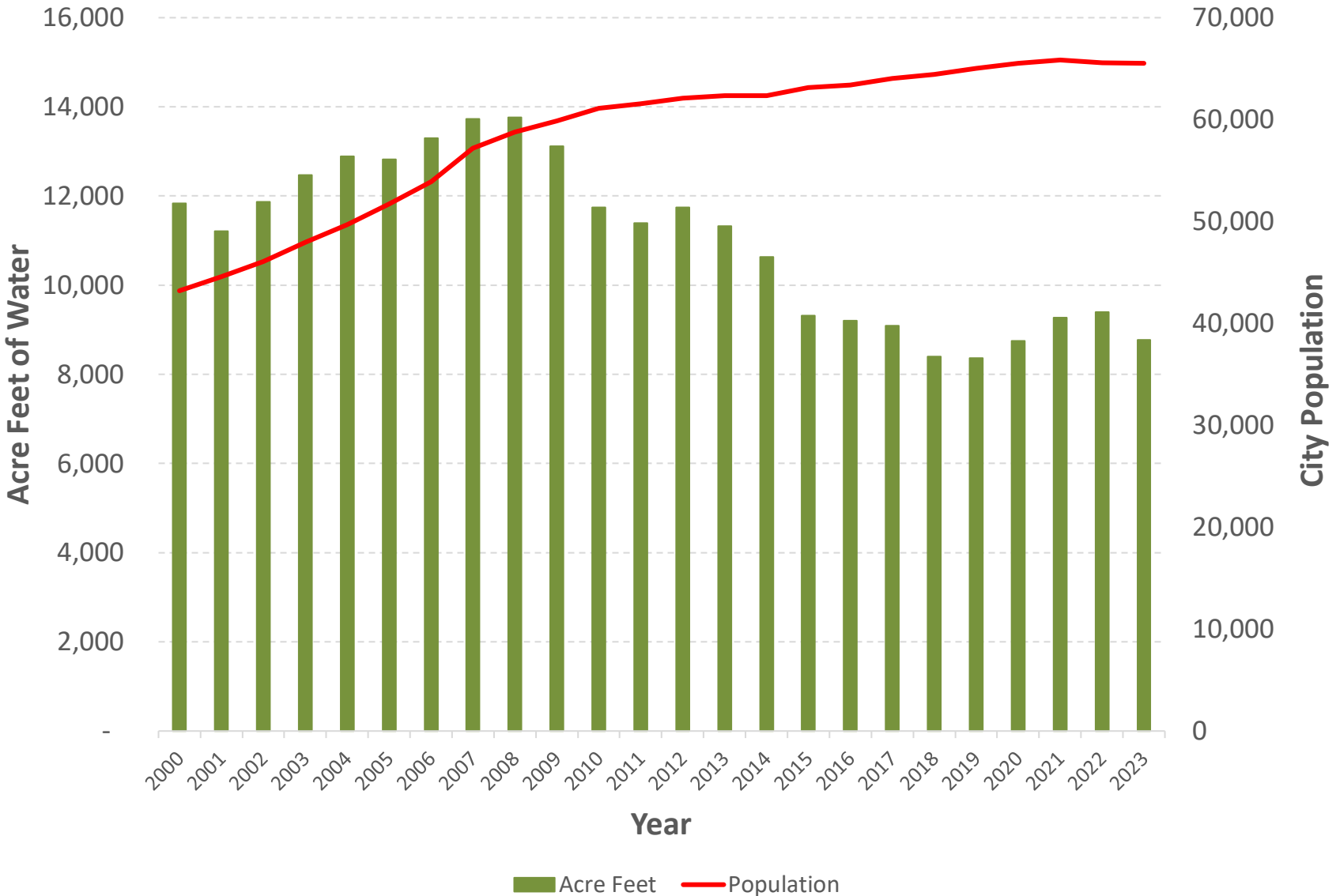
The reduced tank need was discussed at City Council on:

1. December 19, 2018: Status Report during a workshop
2. May 19, 2019: Workshop to present Technical Memorandum 1 Demand Analysis, Tank Configuration, Material Evaluation, Pipeline Routing and Budgetary Estimate for the Project

On May 15, 2019, the City Council approved the concept for the initial construction of a 2.5 MG tank, reflecting the reduced per capita water demands observed in recent years, as shown in Graph 1. Additionally, the Council authorized the purchase of a site large enough to accommodate a second 2.5 MG tank when future water demand increases, allowing for scalable infrastructure development aligned with our community's evolving needs.

The current and future storage tanks will be smaller than originally planned. This decision was informed by comprehensive analysis and reflects our commitment to responsible stewardship of public resources.

Graph 1: Water Usage and Population in City since 2000



What is planned for this parcel?

As outlined in the Master Plan, the proposed property acquisition aims to facilitate the construction of:

- A new 2.5 MG water storage tank
- Pump station, electrical facilities and auxiliary generator
- Future expansion to accommodate a second 2.5 MG water storage tank and associated pump station
- On-site asphalt paving, perimeter fencing and landscaping

The water tanks will be at ground level or slightly depressed to keep the overall height of the tank at approximately 35 feet. The site's perimeter will be fenced and landscaped with trees to mask the outline and overall look of the tank.

Site selection

Carollo Engineers, the City's consultant, was tasked with identifying properties for a new water storage tank in the city's northeast quadrant. This area was selected given that northeast(NE) Madera could benefit from improved water pressure, quality, and supply. Localized areas of the NE area suffer from elevated heavy metals in the groundwater. Water containing heavy metals is not used in the City's water supply, requiring staff to search for non-contaminated areas to drill new wells. The zone also suffers from low water volume extracted in each well drilled, requiring extra wells to supply the requisite water. While the water in NE Madera has certain deficiencies, the water west of Highway 99 has excellent water quality and better volume, resulting in greater water capacity per well. During off-peak periods, water will be pumped to the tank via the new transmission main connecting to the looped system near Avenue 17 and Highway 99. The water will be used for general use, to meet fire flow requirements and water demand during drought conditions or hot summer days.

To determine potential sites, staff:

1. Identified 10 sites to further evaluate.
2. Letters were mailed to property owners to gauge their interest.
3. Each site was evaluated and ranked based on:
 - Percentage of parcel needed (take)
 - Offsite improvement costs
 - Current use
 - Assessed property value
 - Current zoning and current development plans
 - Surrounding land uses

Of the 10 sites, 7 were west of D Street and 3 were east of D Street. Sites were evaluated based on the factors listed above and the original list of 10 sites was ranked. One site was being

considered for commercial development and was dropped from the list based on better property use, and another site was on the Avenue 17 alignment, which was not the alignment chosen for this project. Ultimately staff sent interest letters to eight property owners to gauge property owners' interest in selling. Two sites responded with positive interest in selling all or a portion of their property to the City. These two sites were evaluated for cost and optimal water transmission delivery, with the primary goal of delivering water to NE Madera. Of these two sites, the 16564 N. Lake Street site was selected as the most beneficial parcel for the needs of the City. The Lake Street property was optionally chosen because:

- Location: The water supply will benefit from water supply augmentation. The groundwater in the NE zone suffers from high mineral content and the wells provide low volume yield.
- Lower cost for development
- A willing seller
- Proximity to future India Park immediately to the west

FINANCIAL IMPACT:

The property's purchase price is \$222,000. Funding for the purchase and associated acquisition costs is included in the Fiscal Year 2023/24 Capital Projects Budgets from Water Utility Funds (i.e., water utility ratepayers) for the Project.

ALTERNATIVES:

An alternative would be to not approve or postpone the acquisition of the property. Such action would require staff to review other sites suitable for purchase in compliance with the 2014 Water Master Plan.

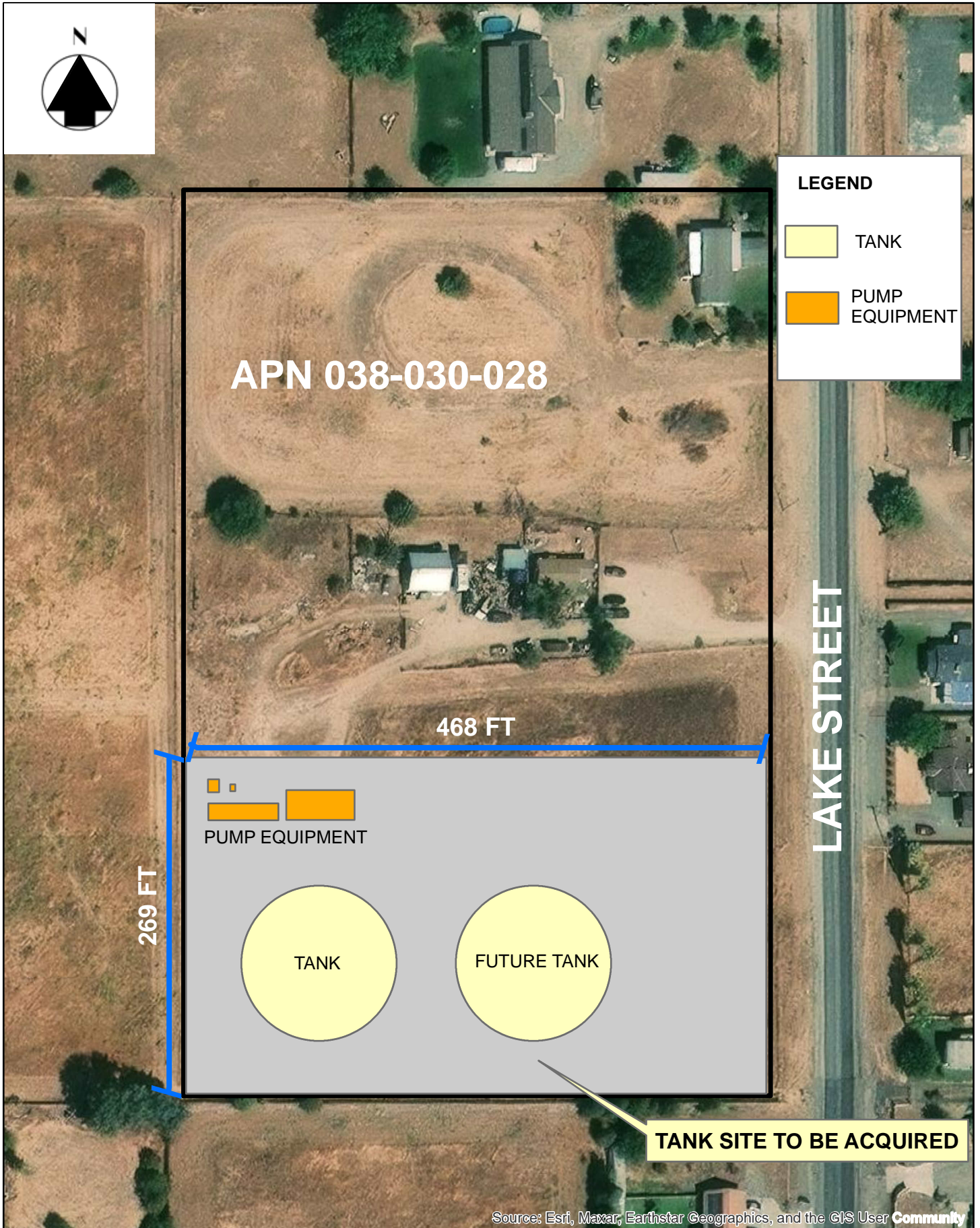
ATTACHMENTS:

1. Location Map
2. Offer Letter dated January 9, 2024
3. Resolution
 - Exhibit A - Agreement for Purchase and Sale of Real Property
 - Exhibit A – Legal description for the City of Madera Tank Site
 - Exhibit B - Grant Deed
 - Exhibit A - Legal Description

Attachment 1

Location Map

CITY TANK SITE



Attachment 2

Offer Letter



OFFICE OF ENGINEERING

January 29, 2024

Mr. Francisco A. Holguin
27722 Pina Street
Madera, CA 93638

**SUBJECT: FORMAL OFFER/SUMMARY STATEMENT/ACQUISITION
INFORMATION FOR A PORTION OF YOUR PROPERTY LOCATED
AT 16564 N. LAKE STREET, MADERA, CA**

RE: ASSESSOR PARCEL NO. 038-030-028

Dear Mr. Holguin,

The staff of the City of Madera is proposing to recommend to the City Council the acquisition of a portion of the above parcel for the construction of a new 2.5-million-gallon water storage tank, space for a future second 2.5-million-gallon tank, and new pump station at the above referenced property (the Project). The property needed is the southern portion of land with dimensions of 269.01 feet by 468.42 feet. This totals 10,760 square feet or 2.89 acres of land at the southern corner of your parcel. A legal description and diagram of the portion of the parcel under consideration for acquisition is attached to the Agreement for Purchase & Sale of Real Property.

In accordance with the California Government Code Section 7267.2, this letter constitutes the City of Madera's formal offer to purchase the portion of your land and improvements described in the attachments for the price of **\$222,000.00.**

While the staff proposes to recommend the described acquisition to the City Council of the City of Madera for this project, no decision to acquire can be made until the Council formally acts to approve the Agreement for Purchase and Sale for this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to the City Council. Therefore, this offer, if accepted, and the described acquisition are conditional upon and require the approval of the City Council.

It is our sincere desire that the land be acquired amicably, expeditiously, and by negotiation, given the approval of the City Council. To this end, California Government Code ' 7267.2(a) provides, that prior to initiating negotiations for the acquisition of real property, that City shall:

- X Make an offer to the Owner of Record (Owner) to acquire the property and improvements for the full amount that the public entity has established as just compensation.
- X Which offer is not less than the public entity's fair market value of the property; and
- X Provide the Owner with a written statement of, and summary of the basis for, the amount the City established as just compensation.

The purpose of this letter is to convey the attached offer and written statement of the basis for the amount that City established as just compensation so that City may initiate negotiations regarding the proposed acquisition of the described property.

California Government Code ' 7267.1 provides that a public entity shall make every reasonable effort to acquire expeditiously real property by negotiation rather than by litigation in the form of an eminent domain action. Please consider this offer as being made in the spirit of avoiding any litigation and not as an admission of value.

An appraisal for the property was completed on September 25, 2023 by:
Real Property Analysis
5633 N. Fig Garden Drive, Suite 105
Fresno, CA 93722

The fair market value determined by the appraisal report was \$222,000.00 for the property. A copy of the appraisal report is attached to this letter.

The City's proposed offer for the amount established as just compensation is \$222,000.00 for 2.89 acres of land (269.01 feet by 468.42 feet at \$75,000 per acre) and improvements.

Attached documents for City Council approval are the Purchase Agreement and Easement Deed. A Right of Entry Permit is also included herein. If you accept the offer, please sign the Agreement, and send it to the City of Madera, Engineering Department, 428 E. Yosemite Ave., Madera, CA, 93638. You will have an opportunity to consider the offer, acquisition information and the terms of the contract. The City's representative will be available to discuss the acquisition under consideration with you. Please call him within 7 days of the date in this letter.

Please note that the signatures on the Grant Deed must be signed in the presence of a Notary Public. An appointment can be made to provide the notary service by City staff. Should you have any questions or need an appointment, please contact the City's representative Matt Bullis (559) 975-3393 cell.

Very truly yours,



Keith Brent Helmuth, P.E.
City Engineer

Attach: A. Agreement for Purchase and Sale of Real Property
 a. Exhibit A – Legal Description of Property
 b. Exhibit B - Grant Deed
 B. Appraisal Report

Cc: M. Bullis

ATTACHMENT A
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
UNDER THREAT OF CONDEMNATION AND JOINT ESCROW
INSTRUCTIONS

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY UNDER THREAT OF CONDEMNATION
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made this ___ day of _____, 202__ (“**Agreement Date**”) by and among the CITY OF MADERA, a municipal corporation (“**Buyer**”), FRANCISCO HOLGUIN AND ANTONIA HOLGUIN (“**Seller**”) and PLACER TITLE INSURANCE COMPANY, a corporation (“**Escrow Holder**” and “**Title Company**”).

RECITALS:

- A. Seller owns that certain improved rural residential real property consisting of approximately 2.89 acres located at 16564 North Lake Street in the City of Madera, County of Madera, State of California, (APN 038-030-028) (“**Property**”).
- B. Buyer commenced the process of acquiring the Property through condemnation pursuant to that certain initial letter dated November 2, 2022 (“**Condemnation Process**”).
- C. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property by the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Acquisition of Property. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property. Buyer is acquiring the Property for a public purpose.

1.2 Waiver and Release. The Compensation Amount (defined in Section 3.1 below) to be paid by Buyer to Seller is all-inclusive of Seller’s interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer’s acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer’s acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller’s fee interest in the land, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any “bonus value” attributable to any lease; damage to

or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer.

As of the Closing (as defined in Section 5.1), Seller irrevocably releases and discharges the Buyer, and their employees, agents, officers and representatives, from any and all manner of actions, causes of action, in law or in equity, of any nature whatsoever, known or unknown, fixed or contingent Seller now or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this release with respect to the Condemnation Process. Seller expressly agrees to waive and relinquish all rights and benefits each may have under California Civil Code Section 1542. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Seller's Initials: _____

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Placer Title Insurance Company at 413 W. Yosemite, Suite 102, Madera, CA 93637, Stacie Prado, Escrow Officer 559-675-8185 sprado@placertitle.com ("**Escrow Officer**") by causing an executed copy of this Agreement to be deposited with Escrow Holder together with the Deposit (as defined in Section 3.2 below) ("**Opening of Escrow**").

3. COMPENSATION.

3.1 Compensation. The compensation for the Property is Two Hundred Twenty-Two Thousand Dollars (\$222,000) ("**Compensation Amount**").

3.2 Payment. The Compensation Amount shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of Five Thousand Dollars (\$5,000) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) business day prior to the Closing, Buyer shall deposit balance of the Compensation Amount with Escrow Holder in Good Funds (as defined below).

3.3 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the

Closing Date, Buyer will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and recordable grant deed in the form of Exhibit B (“**Grant Deed**”).
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed (“**Certificate of Acceptance**”).
- b. A Preliminary Change of Ownership Statement completed in the manner required in Madera County.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Buyer’s Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within fifteen (15) days after satisfaction of the Buyer’s Conditions Precedent (as defined in Section 8.1), but no later than sixty (60) days after the Opening of Escrow (“**Closing Date**”) unless extended as evidenced by a writing signed by both parties. The terms “**Close of Escrow**” and/or “**Closing**” are used herein to mean the time Grant Deed with the Certificate of Acceptance are filed for recording by the Escrow Holder in the Office of the County Recorder of Madera County, California.

5.2 Possession. Upon the Close of Escrow, exclusive possession and occupancy of the Property (including the residential structure) shall be delivered to Buyer free and clear of all claims of possession (including, but not limited to, Seller and any occupants) and free of all personal property and debris.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 City Manager’s Authority. Buyer by its execution of this Agreement hereby agrees that the City Manager of the Buyer or designee (who has been designated by City

Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications must be approved by the City Attorney.

6. TITLE POLICY.

6.1 *Approval of Title.*

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Insurance Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within fifteen (15) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Buyer's Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title ("**Buyer's Title Policy**") insuring title to the Property vested in Buyer in the amount of the Compensation Amount, containing no

exceptions to such title which has not been approved or waived by Buyer in accordance with this Section. The cost of the Buyer's Title Policy to Seller shall be paid by Buyer. The Buyer's Title Policy shall also include any available extended coverage or endorsements that Buyer has reasonably requested.

7. DUE DILIGENCE.

7.1 Scope of Due Diligence. Upon the opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller's possession and knowledge concerning the Property, and Buyer shall have the right to require Seller to provide an analysis of the Property consisting of such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control.

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") no later than forty-five (45) days from the Opening of Escrow, of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof.

7.3 Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (ii) comply with all applicable laws and governmental regulations; (iii) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (v) Buyer shall maintain an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) which insurance names Seller as additional insured; (vi) return the Property to substantially its original condition following Buyer's entry; and (vii) take title to the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other

expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement for any reason.

7.4 Natural Hazard Disclosure Report. Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property by Disclosure Source ("**NHD Report**") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Buyer's Title Policy as specified in Section 6.2.
- (b) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.
- (b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (c) Buyer is not in material default of its obligations under this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

9.1 General Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

- (a) There are no natural or environmental hazards located on the Property that

would limit its marketability, merchantability, or suitability for development or impede its use in any way. No underground storage tanks exist or have ever existed on the Property.

(b) To the best of Seller's knowledge and understanding the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. To the best of Seller's knowledge, there are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

(c) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(d) There are no easements or encroachments onto the Property by buildings or improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(e) Seller has the unimpeded power and Buyer to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(f) To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations.

9.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

9.3 Breach; Indemnification. If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement. Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to: (i) any breach by Seller of any of its agreement warranties or representations set forth in this Agreement, (ii) any amounts expended by Buyer to secure exclusive possession free of any occupant, or (iii) any amounts expended by Buyer to secure or have removed any tenants or occupants not disclosed herein.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1.1 through 6, inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in

sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Buyer's Title Policy to the Buyer and instruct the Madera County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Madera County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Proration of Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund.

10.4 Payment of Costs.

- a. **Cost Allocation.** Buyer shall pay the costs for the Buyer's Title Policy (non-extended ALTA owner's policy), the escrow costs, and the NHD Report ("**Buyer's Charges**"). Seller shall pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

NOTE: Buyer is a public agency and, therefore, is exempt from (i) recording charges applicable to the Grant Deed pursuant to Govt Code § 6103; and (ii) documentary transfer taxes pursuant to Revenue & Taxation Code § 11922.

- b. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report (“**Information Report**”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code §18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.8 Brokerage Commissions. Each party represents to the other that it is not represented by a broker. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

11. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

Seller's Initials

Buyer's Initials

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

To Seller: Mr. & Mrs. Francisco Holguin
16564 N. Lake Street
Madera, CA 93638

With a copy to: _____

To Buyer: City of Madera
205 West 4th Street
Madera, CA 93637
Attention: City Manager

With a copy to: Aleshire & Wynder, LLP
2440 Tulare Street Suite 410
Fresno, CA 93731
Attention: Shannon Chaffin, City Attorney

To Escrow Holder: Placer Title Insurance Company
413 W. Yosemite Ave., Suite 102
Madera, CA 93637
Attn: Stacie Prado, Escrow Officer

13. GENERAL PROVISIONS.

13.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

13.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in

connection with such action or proceeding, in addition to its recoverable court costs.

13.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect including, but not limited to, any documents in the Condemnation Process.

13.8 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.9 Exhibits. Exhibits A, and B attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property Under Threat of Condemnation and Escrow Instructions as of the date set forth above.

Note: Sections 1.2 & 11 need to be separately initialed as applicable by the parties.

SELLER:

Francisco Holguin

Antonia Holguin

Dated: _____, 202_

Accepted and Agreed to:

ESCROW HOLDER:

PLACER TITLE INSURANCE COMPANY

By: _____
Stacie Prado
Escrow Officer

Dated: _____, 202_

BUYER:

CITY OF MADERA,
a municipal corporation

By: _____
Santos Garcia, Mayor

Dated: _____, 202_

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: _____
Shannon Chaffin, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Madera, County of Madera, State of California legally described as follows:

EXHIBIT "A"
LEGAL DESCRIPTION
FOR CITY OF MADERA TANK SITE

All that portion of a parcel of land identified as Assessor's Parcel Number 038-030-028 on the year 2023 tax roll, situated in the Northeast quarter of Section 12, Township 11 South, Range 17 East, Mount Diablo Base & Meridian, in the City of Madera, County of Madera, State of California, more particularly described as follows:

The South 269.00 feet of the following described parcel:

Beginning at a point which bears South 0°03' East 1941.45 feet and North 89°42' West 30 feet from the northeast corner of said Section 12; thence South 0°03' East 702.45 feet; thence North 89°42' West 478.42 feet; thence North 0°03 1/2' West 702.2 feet; thence South 89°42' East 478.42 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the west 10 feet of the East 40 feet of the above described property as conveyed to the County of Madera in Deed dated December 13, 1967 and recorded January 18, 1968 in Book 1002, at page 85, Madera County Records and Deed dated January 12, 1968 and recorded January 25, 1968 in Book 1002, page 457 of Official Records.

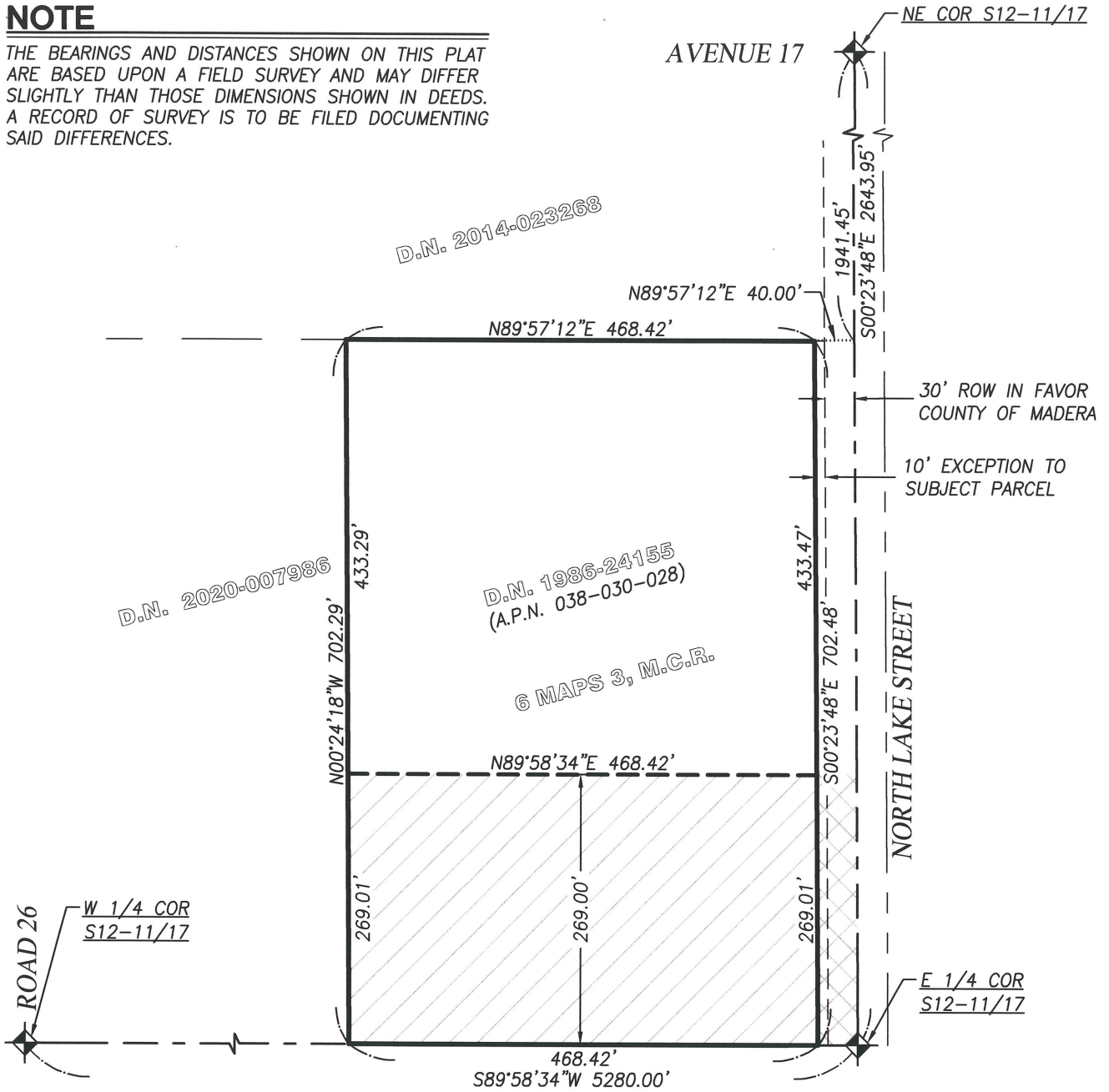
TOGETHER WITH any underlying fee interest to the east 40 feet of the south 269.00 feet of said Northeast quarter of Section 12 which would pass with title to the above description.

See attached Exhibit "B", attached hereto and made a part hereof.



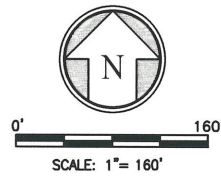
NOTE

THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED UPON A FIELD SURVEY AND MAY DIFFER SLIGHTLY THAN THOSE DIMENSIONS SHOWN IN DEEDS. A RECORD OF SURVEY IS TO BE FILED DOCUMENTING SAID DIFFERENCES.



LEGEND

- EXISTING RIGHT OF WAY LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- AREA TO BE GRANTED TO THE CITY OF MADERA
- NET FEE AREA: 2.89 ACRES
- ROW AREA: 10,760 SQUARE FEET
- TOTAL AREA: 3.14 ACRES



PROJECT NO.: 180483
 DRAWN BY: CR
 QA/QC BY: ASW
 SCALE: AS SHOWN
 SHEET NO.:
1 OF 1

EXHIBIT "B"

**PLAT TO ACCOMPANY DESCRIPTION
 CITY OF MADERA ACQUISITION**



EXHIBIT B
GRANT DEED

**Recording requested by and
When Recorded Return to:**

CITY OF MADERA
205 W 4th Street.
Madera, CA 93637
Attn: City Clerk

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

APN. 038-030-028
THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computer on full value) is \$ 0
under R&T Code Section 11928

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below, FRANCISCO HOLGUIN AND ANTONIA HOLGUIN ("**Grantor**") grants to CITY OF MADERA, a municipal corporation ("**Grantee**"), all of its rights, title, and interest in that certain real property in the City of Madera, County of Madera, State of California, as more particularly described in EXHIBIT A attached hereto and incorporated by this reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

_____, 2024

GRANTOR:

FRANCISCO HOLGUIN

ANTONIA HOLGUIN

ACCEPTANCE BY GRANTEE

By its acceptance of this Grant Deed, the City of Madera as "Grantee" hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of this Grant Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns.

2. The provisions of this Grant Deed are hereby approved and all terms and conditions accepted.

CITY OF MADERA

Dated: _____, 202_

By: _____
City Manager

**EXHIBIT A
LEGAL DESCRIPTION TO GRANT DEED**

That certain real property located in the City of Madera, in the County of Madera, State of California legally described as follows:

EXHIBIT "A"
LEGAL DESCRIPTION
FOR CITY OF MADERA TANK SITE

All that portion of a parcel of land identified as Assessor's Parcel Number 038-030-028 on the year 2023 tax roll, situated in the Northeast quarter of Section 12, Township 11 South, Range 17 East, Mount Diablo Base & Meridian, in the City of Madera, County of Madera, State of California, more particularly described as follows:

The South 269.00 feet of the following described parcel:

Beginning at a point which bears South 0°03' East 1941.45 feet and North 89°42' West 30 feet from the northeast corner of said Section 12; thence South 0°03' East 702.45 feet; thence North 89°42' West 478.42 feet; thence North 0°03 1/2' West 702.2 feet; thence South 89°42' East 478.42 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the west 10 feet of the East 40 feet of the above described property as conveyed to the County of Madera in Deed dated December 13, 1967 and recorded January 18, 1968 in Book 1002, at page 85, Madera County Records and Deed dated January 12, 1968 and recorded January 25, 1968 in Book 1002, page 457 of Official Records.

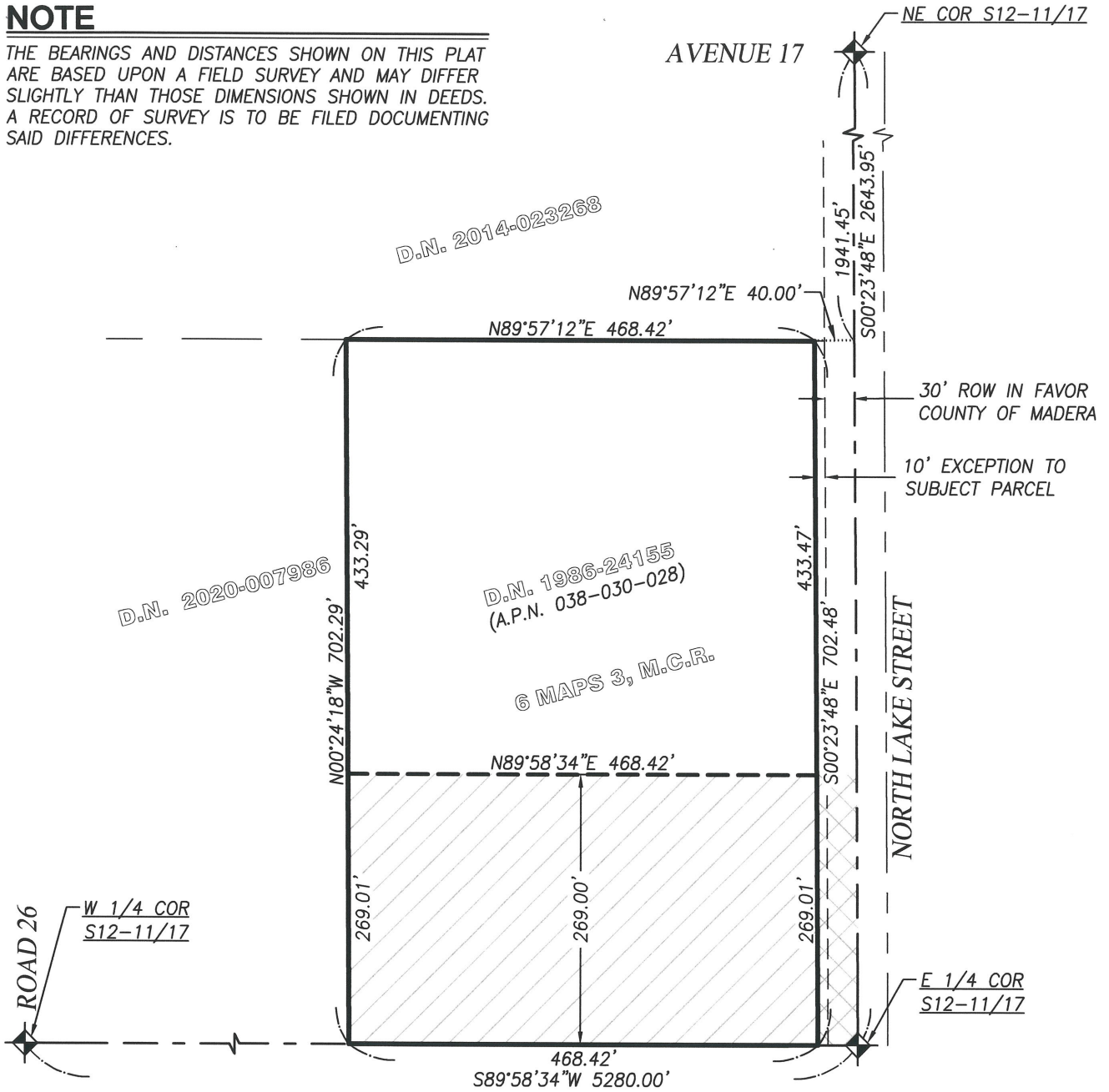
TOGETHER WITH any underlying fee interest to the east 40 feet of the south 269.00 feet of said Northeast quarter of Section 12 which would pass with title to the above description.

See attached Exhibit "B", attached hereto and made a part hereof.



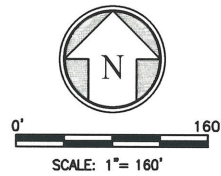
NOTE

THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED UPON A FIELD SURVEY AND MAY DIFFER SLIGHTLY THAN THOSE DIMENSIONS SHOWN IN DEEDS. A RECORD OF SURVEY IS TO BE FILED DOCUMENTING SAID DIFFERENCES.



LEGEND

- EXISTING RIGHT OF WAY LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- AREA TO BE GRANTED TO THE CITY OF MADERA
- [Hatched Box] NET FEE AREA: 2.89 ACRES
- [Cross-hatched Box] ROW AREA: 10,760 SQUARE FEET
- TOTAL AREA: 3.14 ACRES



PROJECT NO.: 180483
 DRAWN BY: CR
 QA/QC BY: ASW
 SCALE: AS SHOWN
 SHEET NO.:
1 OF 1

EXHIBIT "B"

**PLAT TO ACCOMPANY DESCRIPTION
 CITY OF MADERA ACQUISITION**



ATTACHMENT B
APPRAISAL REPORT

APPRAISAL REPORT

Holguin Property
16564 North Lake Street
Madera, CA 93638

Effective Date of Appraisal

September 25, 2023

Date of Report

September 27, 2023

Client

Matt Bullis, P.E.
Senior Engineer
City of Madera Engineering
Department
428 East Yosemite Avenue
Madera, CA 93637

Prepared By

Kelly P. Stevens, SRA
Tiffany K.V. Mach, MAI



5633 N. Figarden Drive, Suite 105
Fresno, California 93722
(559) 261-9136
E-Mail: rpa@rpaappraisal.com

September 27, 2023

Matt Bullis, P.E.
Senior Engineer
City of Madera Engineering Department
428 East Yosemite Avenue
Madera, CA 93637

RE: Holguin Property
16564 North Lake Street
Madera, CA 93638
Madera County APN(s) 038-030-028

Dear Mr. Bullis:

We are pleased to present the attached report of our appraisal of the Fee Simple interest in the referenced parcel of real estate, as of September 25, 2023. This appraisal report was prepared on September 27, 2023.

The report sets forth our opinion of fair market value along with supporting data and reasoning which form the basis of our opinion. The value reported is qualified by the certification set forth on pages 3 and 4, and by the certain definitions, limiting conditions and the scope of work set forth on pages 9 through 17 of this report.

We particularly call your attention to the extraordinary assumption set forth on page 13 dealing with influencing factors. We also point out that the value developed is based on the hypothetical condition that the part taken has been severed from the larger parcel and project has been constructed. This hypothetical condition is addressed in detail on page 13 of the report.

As a result of our analysis, we have formed an opinion that the fair market value (as defined in the Report), subject to the definitions, certifications, extraordinary assumptions, hypothetical conditions, and limiting conditions set forth in the attached Report, was:



Matt Bullis, P.E.
September 27, 2023
Page 2

Valuation	
Value Before Taking:	\$569,825.80
Value of Part Taken (As Part of Whole):	- \$221,075.80
Remainder Value Before Taking:	= \$348,750.00
Remainder Value After Taking:	- \$348,750.00
Damages to Remainder:	= \$0.00
Benefits to Remainder:	- \$0.00
Net Damage to Remainder	= \$0.00
Value of Part Taken (As Part of Whole):	+ \$221,075.80
Total Difference (Just Compensation):	= \$221,075.80
Rounded:	\$222,000.00

THIS LETTER MUST REMAIN ATTACHED TO THE REPORT, WHICH CONTAINS 44 PAGES PLUS RELATED EXHIBITS, IN ORDER FOR THE VALUE OPINIONS SET FORTH ABOVE TO BE CONSIDERED VALID.

The report was prepared for and our professional fee billed to City of Madera Engineering Department. It is intended only for the use of the intended users specified in this report. It may not be distributed to or relied upon by other persons or entities without our written permission.

Sincerely yours,

REAL PROPERTY ANALYSTS

A handwritten signature in blue ink, appearing to read 'Kelly P. Stevens'.

Kelly P. Stevens, SRA
CA #AG020683
Expires April 7, 2024

A handwritten signature in blue ink, appearing to read 'Tiffany K.V. Mach'.

Tiffany K.V. Mach, MAI
CA #AG025952
Expires August 28, 2025

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Addenda

- Subject Photographs
- Maps & Other Exhibits
- Comparable Sale Data Sheets
- Qualifications of the Appraiser(s)

CERTIFICATION

I, Kelly P. Stevens, certify that:

- I have made a personal inspection of the property that is the subject of this report, and have considered all of the pertinent facts affecting the value thereof.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

I, Tiffany K. V. Mach, certify

- I did personally inspect the exterior of the property and have reviewed the analyses, conclusions and opinions concerning the real estate contained in this appraisal report and fully concur with the final estimates herein expressed.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

We, Kelly P. Stevens and Tiffany K. V. Mach, certify:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest or bias with respect to the parties involved.
- We have performed appraisal services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- Our analyses, opinions and conclusions were developed, and this report has been prepared, in accordance with the *Uniform Standards of Professional Appraisal Practice*.
- No one provided significant real property appraisal assistance to the person signing this certification.
- That, to the best of our knowledge and belief, our analyses, opinions and conclusions were developed, and this report complies with, the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Kelly P. Stevens, SRA
CA #AG020683
Expires April 7, 2024



Tiffany K.V. Mach, MAI
CA #AG025952
Expires August 28, 2025

Dated at Fresno, California
September 27, 2023

PROPERTY INSPECTION CERTIFICATE

A Notice of Decision to Appraise (NODA) was sent to the property owner previously on September 8, 2022 requesting the owner contact the appraiser for an appointment to inspect the subject property. Francisco Holguin and Suzie Velardi met with Tiffany K. V. Mach and Kelly P. Stevens, the appraisers, at the subject property on September 16, 2022 for an inspection and discussion of the subject property and proposed right of way acquisition.

Another Notice of Decision to Appraise was sent to the property owner September 12, 2023 requesting the owner contact the appraiser for an appointment to inspect the subject property. No one contacted the appraisers and the property was inspected September 25, 2023.



Kelly P. Stevens, SRA
CA #AG020683
Expires April 7, 2024



Tiffany K.V. Mach, MAI
CA #AG025952
Expires August 28, 2025

SUMMARY OF IMPORTANT CONCLUSIONS

Client	
Name:	Matt Bullis, P.E.
Title:	Senior Engineer
Firm Name:	City of Madera Engineering Department
Address:	428 East Yosemite Avenue
City, State, Zip:	Madera, CA 93637
Telephone No.:	559-661-4913
Email Address:	mbullis@madera.gov

General Information	
USPAP Report Option:	Appraisal Report
Appraiser(s):	Kelly P. Stevens, SRA Tiffany K.V. Mach, MAI
Property Rights:	Fee Simple
Intended Users:	Client and authorized employees of the City of Madera
Intended Use:	To assist the client in acquiring a portion of the subject parcel
Existing Use of Property:	Rural Residential
Use Reflected in Appraisal	Rural Residential
Date of Inspection:	September 25, 2023
Date of Value:	September 25, 2023
Date of Report:	September 27, 2023

General Property Information	
Property Type:	Rural Residential
Owner of Record:	Francisco Holguin and Antonia Holguin
Property Name:	Holguin Property
Address:	16564 North Lake Street
City, State, Zip:	Madera, CA 93638
GPS Coordinates:	Latitude 36.98999; Longitude -120.05714
Census Tract No.:	5.07
Assessor's Parcel No(s).:	038-030-028
County:	Madera
Current Tax Year:	2023-2024
Assessed Value:	\$77,308
FEMA Flood Zone:	X (Unshaded)
FEMA Map Page:	06039C1160E
Effective/Revised Date:	September 26, 2008
ISO Seismic Zone:	3
Alquist Priolo Zone:	The property is not within an Alquist Priolo zone
Wetlands Considerations:	No

SUMMARY OF IMPORTANT CONCLUSIONS (CONT.)

Site Information	
Land Area (Acres):	7.54
Land Area (SF):	328,442
Shape:	Rectangular
Topography:	Rough Level
Configuration:	Interior or Mid-Block
Frontage:	Approximately 701 feet to North Lake Street
Access:	Lake Street
Visibility of Site:	Average
Utility of Site:	Average
Offsite Improvements:	Asphalt Paved Street
Zoning:	AR-5
Zoning Authority:	City of Madera
Current Use Conforming?:	Current use conforms to current zoning
General Plan:	Madera General Plan
Planning Authority:	City of Madera
Planned Use:	Low Density Residential
Sewer:	Private Septic System
Water:	Private Well
Natural Gas:	Pacific Gas & Electric Company
Electricity:	Pacific Gas & Electric Company
Telephone:	AT&T

Highest and Best Use	
As Currently Vacant:	Hold for Development
As Currently Improved	Hold for Development

Valuation	
Value Before Taking:	\$569,825.80
Value of Part Taken (As Part of Whole):	- \$221,075.80
Remainder Value Before Taking:	= \$348,750.00
Remainder Value After Taking:	- \$348,750.00
Damages to Remainder:	= \$0.00
Benefits to Remainder:	- \$0.00
Net Damage to Remainder	= \$0.00
Value of Part Taken (As Part of Whole):	+ \$221,075.80
Total Difference (Just Compensation):	= \$221,075.80
Rounded:	\$222,000.00

REPORTING OPTION

The following **Appraisal Report** is intended to comply with the reporting requirements as set forth under Standards Rule 2 of the 2020-2022 edition of USPAP.

This report is prepared for the sole use and benefit of the client and intended users and is based, in part, upon documents, writings, and information owned and possessed by he/she/they. Neither this report, nor any of the information contained herein shall be used or relied upon for any purpose by any person or entity other than the client and intended users.

CLIENT

Name: Matt Bullis, P.E.
Title: Senior Engineer
Firm Name: City of Madera Engineering Department
Address: 428 East Yosemite Avenue
City, State, Zip: Madera, CA 93637
Telephone No.: 559-661-4913
Email Address: mbullis@madera.gov

INTENDED USERS

Client and authorized employees of the City of Madera.

INTENDED USE OF THE APPRAISAL

To assist the client in acquiring a portion of the subject parcel.

IDENTIFICATION OF THE SUBJECT PROPERTY

Property Type: Rural Residential
Property Name: Holguin Property
Address: 16564 North Lake Street
City, State, Zip: Madera, CA 93638
Assessor's Parcel No(s).: 038-030-028
County: Madera

PROPERTY RIGHTS APPRAISED

Fee Simple Estate.

FAIR MARKET VALUE DEFINITION

This appraisal has been prepared in accordance with the following market value definition:

- (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable. (*State of California Code of Civil Procedure*, Section 1263.320)

OTHER PERTINENT DEFINITIONS

In this appraisal, several terms will be used that may be unfamiliar to the reader of this report. These terms are defined as follows:

Appraisal

(noun) the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services. (comment) an appraisal is numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g, assessed value, collateral value). (*USPAP, Appraisal Foundation, 2020-2022 Edition, pg. 3*).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with a client. (*USPAP, Appraisal Foundation, 2020-2022 Edition, pg. 3*).

Benefit to the Remainder

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken. (*Code of Civil Procedure, State of California, Section 1263.430*)

Cost to Cure

An expenditure to fix or restore an item to its pre-take utility. A cost-to-cure analysis involves the identification of the item that is considered for a cure, the cost to effect the cure, and the damage to the remainder should the cure not be made. (*Principles of Right of Way, International Right of Way Association, Chapter 10, page 7*)

Damage to the Remainder

Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:

- (a) The severance of the remainder from the part taken.
- (b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken.” (*Code of Civil Procedure, State of California, Section 1263.420*)

Easement

The right to use another’s land for a stated purpose. (*The Dictionary of Real Estate Appraisal, 7th Edition, Chicago: Appraisal Institute, 2022, page 58*)

Damages

In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently. (*The Dictionary of Real Estate Appraisal 7th Edition, Chicago: Appraisal Institute, 2022, page 48*)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal, 7th Edition, Chicago: Appraisal Institute, 2022, page 73*)

Just Compensation

Article I, Section 19 of the California Constitution states that “private property may be taken or damaged for public use only when just compensation, ascertained by a jury unless waived, has first been paid to, or into court for, the owner.”

Compensation shall be awarded for the property taken. The measure of this compensation is the fair market value of the property taken. (*Code of Civil Procedure, State of California, Section 1263.310*).

- (a) Where the property acquired is part of a larger parcel, in addition to the compensation awarded for the part taken, compensation shall be awarded for the injury, if any, to the remainder.
- (b) Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, such excess shall not be deducted from the compensation required to be awarded for the property taken. (*Code of Civil Procedure, State of California, Section 1263.410*).

Larger Parcel

In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 105)

Leased Fee Estate

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 115)

Leasehold Estate

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 115)

Partial Taking

The taking of any part of a property for public use under the power of eminent domain; requires the payment of compensation. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 140)

Personal Inspection

A physical observation performed to assist in identifying relevant property characteristics in a valuation service. (comment) An appraiser's inspection is typically limited to those things readily observable without the use of special testing or equipment. Appraisals of some types of property, such as gems and jewelry, may require the use of specialized equipment. An inspection by an appraiser is not the equivalent of an inspection by an inspection professional (e.g., a structural engineer, home inspector, or art conservator). (*USPAP, Appraisal Foundation, 2020-22 Edition, pg. 5*).

Personal Property

Any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable objects that are considered by the general public as being "personal" such as furnishings, artwork antiques, gems and jewelry, collectibles, machinery and equipment; and intangible property that is created and stored electronically such as plans for installation art, choreography, emails, or designs for digital tokens. (*USPAP, Appraisal Foundation, 2020-22 Edition, pg. 5*).

Real Estate and Real Property

Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (*USPAP, Appraisal Foundation, 2020-2022 Edition, pg. 5*).

Report

Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or party authorized by the client upon completion of an assignment. (*USPAP, Appraisal Foundation, 2020-22 Edition, pg. 5*).

An appraisal report is further known as a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion as to the market value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. (*OCC: 12 CFR Part 34, subpart C; FRB: 12 CFR 208.18 and 12 CFR 225, subpart G; FDIC: 12 CFR 323; OTS: 12 CFR Part 564; NCUA: 12 CFR 722*).

Temporary Easement

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner. (*The Dictionary of Real Estate Appraisal, 7th Edition, Chicago: Appraisal Institute, 2022, pages 189-190*)

USPAP COMPLIANCE

This appraisal is prepared in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

APPLICABLE DATES IN THIS APPRAISAL

Date of Inspection:	September 25, 2023
Date of Value:	September 25, 2023
Date of Report:	September 27, 2023

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions” (*Uniform Standards of Professional Appraisal Practice, 2020-22 Edition, Appraisal Standards Board of the Appraisal Foundation, 2022, page 4*)

Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

The following extraordinary assumptions were necessary in the assignment:

- 1) The definition of fair market value that applies to this appraisal indicates that the subject property is to be valued as though there is not any increase or decrease in value that is attributable to: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. (California Code of Civil Procedure, Section 1263.330). Therefore, this appraisal is based on the extraordinary assumption that none of these factors is influencing the value of the subject property.

HYPOTHETICAL CONDITIONS

A hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” (*Uniform Standards of Professional Appraisal Practice, 2020-2022 Edition, Appraisal Standards Board of the Appraisal Foundation, 2022, page 4*)

Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

The following hypothetical conditions were necessary in the assignment:

- 1) The valuation of the subject remainder property in its after condition is based on the hypothetical condition that the part being taken has been severed from the larger parcel and the project has been constructed and is in use in the manner proposed as of the effective date of value for this appraisal.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- Responsible ownership and competent property management are assumed.
- The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- It is assumed that the property is in full compliance with all applicable federal, state and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
- It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described and considered in the appraisal.
- It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
- It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.
- Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and

other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

- A legal description was furnished, however, a survey was not, so the appraiser used the county tax plat to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.
- The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

This report has been made with the following general limiting conditions:

- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made. The fee for this appraisal does not include payment for pretrial conferences or the taking of expert testimony at depositions or at trial.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected or any reference to the Appraisal Institute, or to the MAI or SRA designations.) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- This report and all information contained herein was prepared for the sole and exclusive benefit of the client, as specified herein, and is intended for his use only. No one except the client specified herein may rely on this report for any purpose. Any person or entity who obtained or reads this report, or a copy thereof, other than the client specified herein, expressly assumes all risk of damages to himself or third persons arising out of reliance thereon or use thereof and waives the right to bring any action based on the appraisal, directly or indirectly, and the appraiser shall have no liability to any such person or entity.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

- Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

SCOPE OF WORK

The scope of work for this appraisal assignment is defined in five steps that generally follow the method used by analysts in various fields to solve a variety of problems.

- 1) Define the problem.
- 2) Determine the nature of the property to be appraised.
- 3) Collect the data needed to perform a credible appraisal.
- 4) Analyze the data collected.
- 5) Reach a conclusion of value.

Define the Problem

The client in this appraisal has requested the following value conclusions for the subject property, to be presented in a narrative Appraisal Report.

- As-is value of the fee simple interest of the take area for the purposes of just compensation.

Determine the Nature of the Property to be Appraised

The subject property was improved land on the date of inspection. The portion of the site affected by the proposed acquisition was inspected by Kelly P. Stevens, SRA on September 25, 2023.

The appraisal problem did not warrant an intensive highest and best use study. Given the nature of the subject real estate, our conclusion of highest and best use was based on logic and observed evidence.

Collect the Data Needed to Perform a Credible Appraisal

In addition to the information on the subject property obtained through the inspection process, additional information was obtained from various Madera County agencies, including the assessor, recorder and tax collector. Information was also obtained from the City of Madera development department (zoning and general plan information). Other governmental sources consulted include FEMA (flood zone data), the U.S. Census Bureau (census tract data), and the State of California (demographic data and information related to Fault Rupture Hazard (Alquist Priolo Special Studies) Zones.

The title report prepared by Orange Coast Title Company on September 1, 2022 was relied upon for information regarding easements, covenants, restrictions, and/or other encumbrances. We did not research the presence of such items independently.

The property was leased at the time of sale, however, copies of the lease(s) were not provided or analyzed by the appraisers. The dwellings are not affected by the proposed acquisition area. The appraisers have developed an opinion of value regarding the fee simple interest in the proposed acquisition area.

In order to produce a credible appraisal, it was determined that only the sales comparison approach was necessary. As such, only this one approach was used to opine the value of the subject property. The cost approach was developed in order to determine an estimate of the site improvements located within the proposed acquisition area. The income approach was not included because properties that compete with the subject property are rarely purchased for annual income streams. As such, there is little market data to develop the income approach in a manner in which it would yield credible assignment results.

Comparable market data were researched using one or more public data subscription services, including DataTree, Costar, Loopnet, and one or more multiple listing services. Also consulted were commercial real estate brokers and salespersons active in the market in which the subject is located. Where possible, comparable data was verified by persons with knowledge of the data in question – typically the buyer, seller or broker involved in the transaction.

Analyze the Data Collected

The sales comparison approach required the assemblage of land sales for comparison. Comparables were selected based on physical and locational characteristics. After selecting the sales, a comparative analysis of relevant factors that influence value was undertaken to adjust them to the subject property based upon the actions and preferences demonstrated by the participants in the marketplace.

In developing a value indication for the site improvements by the cost approach, the replacement cost method was used. The replacement costs for the improvements were estimated via the cost-estimating service technique using the *Marshall Valuation Service*, adjusted for local costs. The appraisers also estimated costs based on their experience on other right-of-way jobs and bids from local contractors or professionals.

Reach a Conclusion of Value

Once the value indications by appropriate approaches were derived, they were reconciled into a final indication of value. The quantity and quality of the data available under each approach was considered, along with the advantages and/or the disadvantages of each, and the relevance of each to the subject property and the appraisal problem. Based upon this analysis, the final value conclusion was reached.

CURRENT OWNERSHIP

Official Records of Madera County show title to the subject to be vested in the name of Francisco Holguin and Antonia Holguin.

PROPERTY HISTORY

The subject property has not sold in the prior 5 years.

The subject property has not been listed on the Fresno Multiple Listing Service in the prior 5 years. The appraiser is unaware of any options or escrows.

LEGAL DESCRIPTION OF THE WHOLE PROPERTY

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

All that portion of the NE $\frac{1}{4}$ of Section 12, Township 11 South, Range 17 East, M.C.B & M., according to the official plat thereof, bounded and described as follows:

Beginning at a point which bears South 0°03' East 1941.45 feet and North 89°42' West 39 feet from the Northeast corner of said Section 12; thence South 0°03' East 702.45 feet, thence North 89°42' West 478.42 feet; thence North 0°03 $\frac{1}{2}$ West 702.2 feet; thence South 89°42' East 478.42 feet, more or less, to the point of beginning.

Excepting therefrom the West 10 feet of the East 40 feet of the above described property as conveyed to the County of Madera in Deed dated December 13, 1967 and recorded January 18, 1968 in Book 1002, at Page 85, Madera County Records and Deed dated January 12, 1968 and recorded January 25, 1968 in Book 1002, Page 457 of Official Records.

Assessor's Parcel Number(s): 038-030-028

LEGAL DESCRIPTION OF THE TAKING

A legal description of the taking is located in the addenda of this report along with a map of the proposed take area.

ASSESSED VALUATION AND TAXES

For the purpose of taxation, the property under appraisal has been assessed as follows:

TBUN2WEB 1.2.005	MADERA COUNTY 2023 - 2024 PROPERTY TAX BILL TRACY KENNEDY TREASURER-TAX COLLECTOR 200 W. 4TH ST. 2ND FLOOR, MADERA CA 93637, PHONE 559-675-7713 SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024			09/25/2023 12:29:01PM				
PROPERTY INFORMATION		IMPORTANT MESSAGES						
ASMT NUMBER: 038-030-028-000	TAX RATE AREA: 061004	Original bill date 09/13/2023						
ORIG ASMT: 038-030-028-000	ACRES: 7.54							
FEE NUMBER: 038-030-028-000								
LOCATION: 16564 N LAKE ST								
27722 PINA ST MADERA CA 93637								
2023-2024								
COUNTY VALUES, EXEMPTIONS, AND TAXES								
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED				
(Land) 559-675-7710	LAND	0	56282	56282				
(Fixed Improvements) 559-675-		0	0	0				
(Growing) 559-675-7710		0	0	0				
(Structural Imprv) 559-675-77	STRUCTURAL IMPROVEMENTS	0	21026	21026				
(Personal property) 559-675-7		0	0	0				
(MH/PP) 559-675-7710		0	0	0				
(Exemptions) 559-675-7710		0	0	0				
NET TAXABLE VALUE				77308				
VALUES X TAX RATE PER \$100 1.000000				\$773.08				
VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES								
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT	
	14910	MADERA UNIFIED 2005	77308		0.028621		\$22.12	
	14911	MADERA UNIFIED 2006	77308		0.004035		\$3.10	
	14912	MADERA UNIFIED 2007	77308		0.031052		\$24.00	
	14916	MADERA UNIFIED 2016	77308		0.001735		\$1.34	
	14917	MADERA UNIFIED 2017	77308		0.032832		\$25.38	
	14918	MADERA UNIFIED 2019	77308		0.011382		\$8.78	
	14919	MADERA UNIFIED 2020	77308		0.014026		\$10.84	
	14920	MADERA UNIFIED 2022	77308		0.026575		\$20.54	
PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG
		PENALTY & COST	\$0.00	AGENCY TAXES		\$132.18		
				DIRECT CHARGES		\$0.00		
				FEES		\$0.00		
				AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES		\$132.18		
1st INSTALLMENT \$452.63		2nd INSTALLMENT \$452.63		TOTAL TAXES				
DELINQUENT AFTER 12/11/2023		DELINQUENT AFTER 04/10/2024		\$905.26				
MADERA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB								
ASMT NUMBER: 038-030-028-000	TAX YEAR: 2023	MAKE CHECK PAYABLE TO:						
ORIG ASMT: 038-030-028-000		Madera County Tax Collector						
FEE NUMBER: 038-030-028-000		200 W. 4th St. 2nd Floor						
LOCATION: 16564 N LAKE ST		Madera, CA 93637						
27722 PINA ST MADERA CA 93637								
2023-2024 2ND								
IF PAID BY 04/10/2024 \$452.63								
DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF \$45.26 AND \$30.00 COST) \$527.89								
0380300280001202300000000452637200000052789820230								
----- CUT HERE -----								
MADERA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB								
ASMT NUMBER: 038-030-028-000	TAX YEAR: 2023	MAKE CHECK PAYABLE TO:						
ORIG ASMT: 038-030-028-000		Madera County Tax Collector						
FEE NUMBER: 038-030-028-000		200 W. 4th St. 2nd Floor						
LOCATION: 16564 N LAKE ST		Madera, CA 93637						
27722 PINA ST MADERA CA 93637								
2023-2024 1ST								
IF PAID BY 12/11/2023 \$452.63								
DELINQUENT AFTER 12/11/2023 (INCLUDES 10% PENALTY OF \$45.26 AND \$0.00 COST) \$497.89 TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 11/01/2023 \$905.26								

AREA DESCRIPTION

City of Madera

The City of Madera was incorporated in 1906 and is located 240 miles north of Los Angeles and 166 miles southeast of San Francisco. It is 22 miles north of Fresno on State Highway 99.

In January 1, 2023, the City’s population was 65,540. Historical population figures are shown in the following chart:

POPULATION STATISTICS City of Madera		
Study Date	Population	Increase
April 1, 1970*	16,044	-----
April 1, 1980*	21,732	35.45%
April 1, 1990*	28,800	32.52%
April 1, 2000*	43,205	50.02%
April 1, 2010*	61,416	42.15%
January 1, 2011**	61,616	0.33%
January 1, 2012**	62,377	1.24%
January 1, 2013**	62,809	0.69%
January 1, 2014**	62,853	0.07%
January 1, 2015**	64,067	1.93%
January 1, 2016**	64,418	0.55%
January 1, 2017**	64,944	0.82%
January 1, 2018**	65,671	1.12%
January 1, 2019**	66,419	1.14%
January 1, 2020**	65,666	-1.13%
January 1, 2021**	66,299	0.96%
January 1, 2022**	65,582	-1.08%
January 1, 2023**	65,540	-0.06%

*Source: United States Census

**Source: State of California, Department of Finance

Transportation facilities available to the City of Madera include rail, truck, air, bus, water and highway transportation. Rail service is provided by the Union Pacific Railroad and Amtrak, while truck service is furnished by 100 common carriers and ten general haulers. Overnight delivery is available to Los Angeles, Sacramento, San Diego and San Francisco. A local municipal airport allows for private air traffic, while commercial and freight transportation is available from the Fresno Air Terminal, located 29 miles to the south. Water transportation is available at the Port of Stockton approximately 99 miles to the north. Highways within the vicinity of Madera include State Freeway 99 and State Route 145. Interstate 5 is 53 miles to the west via State Route 152.

Water is supplied to the residents by the City of Madera. There is a maximum pumping capacity of 35.48 million gallons per day and average consumption is at 9.045 million gallons per day. Sewer service is also provided by the City of Madera. Natural gas is supplied to the area by the Pacific Gas and Electric Company and electric power is from the same source. AT&T and Comcast supply the telephone service.

The major manufacturing and non-manufacturing employers in the City are:

Employer	Industry
Ardagh Group	Glass Containers (Mfrs)
Baltimore Aircoil	Refrigeration Equipment-Truck (Mfrs)
Cherokee Freight Lines.	Trucking-Motor Freight
EVAPCO Inc.	Evaporative Coolers Mfg. & Wholesale
Georgia Pacific Corp Madera	Paper-Manufacturers
Home Depot	Home Centers
Lamanuzzi & Pantaleo Cold Storage	Fruits & Vegetables-Growers/Shippers
Lion Brothers Farm-Newstone	Farming Service
Lowe's Home Improvement Whrse-Mdr	Home Centers
Madera City Hall	Government Office-City
Madera Community Hospital	Hospitals
Madera County Mental Health	Government Offices-County
Madera High School	Schools
Madera Rehab Ctr	Senior Citizens Service
Madera South High School	Schools
Millview School	Schools
San Joaquin Wine Co.	Wineries
Span Construction	Contractors-Equip/Supls-Dlrs/S (Whls)
Valley Children's Hospital	Hospitals
Walmart	Department Stores
Warnock Food Products	Food Products & Manufacturers

Source: California Employment Development Department

Community facilities available to the residents of the City of Madera include 75 physicians and surgeons, 25 dentists, 6 optometrists, 14 chiropractors, 2 convalescent hospitals with 240 beds, 1 health center, 1 outpatient surgery center and 1 ambulance service. The Madera Community Hospital closed in January of 2023, however, there are efforts to reopen the facility. Valley Children's Hospital moved entirely from Fresno to Madera in 1998. Cultural and recreational facilities available include 56 churches, 1 library, 2 newspapers, 2 radio stations, 8 television channels received direct, 1 TV cable system, 6 banks, 9 parks, and 6 theater screens. Other recreational facilities include bowling alleys, tennis courts, an auto racetrack, golf course, 3 nearby lakes, Yosemite National Park, a community theater, art association, and the annual fair and rodeo.

Educational facilities include 13 kindergartens through sixth grade schools, 3 kindergartens through eighth grade schools, 3 middle schools, 1 high school (with 2 campuses), 4 parochial schools and 2 alternative education schools. There is a community college campus located on the north side of Avenue 12, just east of Highway 99. The nearest 4-year college is California State University-Fresno.

Housing starts have been tracked using building permit statistics that were obtained from the Housing and Urban Development (HUD) database. As shown, new residential construction peaked in 2005, and has dropped off significantly since then.

Vicinity

The subject property is located in a suburban neighborhood north of the City of Madera. This neighborhood is predominately developed with residential ranchettes

on parcels predominately ranging in size from 1 to 10 acres. Larger parcels are typically utilized for agricultural production. Permanent plantings range from almonds, vineyards, olives or pistachios. Madera Acres, is a suburban neighborhood to the northwest. This neighborhood is developed with predominately ranch designed homes on parcels ranging in size from a quarter-acre to one acre.

New construction in this neighborhood is predominately private owner builds or speculative homes by local investors. Growth is classified a slow.

The Matilda Torres High School, Jack G. Desmond Middle School and the Nishimoto Elementary School are located on the south side of Martin Street between D Street and Road 26. The John J. Pershing Elementary School is located on the north side of Ellis Street, west of Chapin Street.

The Burlington North Railroad is located on the east side of the neighborhood. North and east of this rail line land uses are predominately agricultural with permanent plantings giving way to grazing.

Lake Street, D Street and Road 26 are two-lane roads in the neighborhood that provide access to the northern portion of the City of Madera.

MARKET CONDITIONS

The subject property belongs to the residential segment of the real estate market. The appraiser has utilized the Fresno Multiple Listing Service to research market conditions in the Madera Marketing area.

Existing Homes

Existing home sales data was tracked using data obtained from the Fresno Association of Realtors and their Multiple Listing Service for the City of Madera. Existing homes in the 93637 and 93638 zip codes were researched. A summary of that data is presented in the table below.

Madera City	# of Sales	Median Sales Price
Q1 2017	144	\$200,000
Q2 2017	138	\$215,000
Q3 2017	140	\$217,475
Q4 2017	118	\$222,750
Q1 2018	109	\$220,000
Q2 2018	189	\$237,900
Q3 2018	145	\$240,000
Q4 2018	149	\$249,900
Q1 2019	144	\$238,500
Q2 2019	172	\$248,225
Q3 2019	138	\$237,450
Q4 2019	145	\$245,000
Q1 2020	103	\$249,000
Q2 2020	138	\$254,500
Q3 2020	172	\$273,950
Q4 2020	143	\$285,000
Q1 2021	111	\$300,000
Q2 2021	118	\$283,500
Q3 2021	112	\$317,500
Q4 2021	118	\$313,250
Q1 2022	100	\$348,750
Q2 2022	118	\$341,500
Q3 2022	123	\$381,500
Q4 2022	79	\$362,000
Q1 2023	77	\$334,950
Q2 2023	109	\$390,000

The median sales price has been increasing over the past five years. This increase is typical of other central valley cities. It is also one of the factors that makes new home construction feasible.

Brokers indicate low inventory of available housing in the existing home market. This factor has contributed to strong demand from home buyers, resulting in upward

pressure on home prices. The market has started to see a slow down within the past year due to the increase of interest rates in the 30-year mortgage market.

New Subdivisions

There are several subdivisions currently marketing in the City of Madera. Development has been occurring within the past several years by national, regional and local builders. According to market participants there is limited potential subdivision land available within the City. This has been increasing the potential subdivision land prices in the past few years. Additionally, land that has been mapped for a tentative subdivision is desirable to developers as there are number of low income/subsidized programs available to help with building/selling of the homes. This type of property that is currently listed has a lot of interest with pending or signed letters of intent.

The most proximate new subdivision is located at the southwest corner of Ellis Street and D Street. This is a 61-lot subdivision with five floor plans. The floor plans range from 1,523 square feet to 2,222 square feet. Base prices range from \$379,990 to \$471,580.

Housing Starts

Housing starts have been tracked using building permit statistics The following table was compiled with information from the Housing and Urban Development (HUD) SOCDS Building Permits Database.

**City of Madera
New Units Added**

Year	SFR Units
2010	53
2011	50
2012	68
2013	144
2014	156
2015	145
2016	185
2017	133
2018	178
2019	171
2020	126
2021	260
2022	203

DESCRIPTION OF THE PROJECT

The City of Madera is expanding water storage in northeast Madera. The subject parcel is one of several locations being considered for water storage tank placement. The city proposes to acquire a 2.89-acre portion of the parcel for water tank storage.

DESCRIPTION OF THE WHOLE PROPERTY

General Location: The west side of North Lake Street, approximately 755 feet north of Ellis Street.

Property Address: 16564 North Lake Street
Madera, CA 93638

Surrounding Land

Uses:

North:	Rural Residential
South:	Rural Residential
East:	Rural Residential
West:	Rural Residential

Assessor's Parcel No.: 038-030-028
Madera County

Census Tract No.: Census Tract No. 5.07, as delineated in the 2020 Federal Census.

GPS Coordinates: Latitude 36.98999; Longitude -120.05714.

Size and Shape: The site is Rectangular in shape and contains approximately 328,442 square feet, or 7.54 acres.

Ingress and Egress: Access to the site is available from Lake Street.

Offsite Improvements: Asphalt Paved Street. This offsite improvement is publicly maintained.

Utilities: Municipal utilities available to the property include:

Electricity:	Pacific Gas & Electric Company
Gas:	Pacific Gas & Electric Company
Telephone:	AT&T
Water:	Private Well
Sewer:	Private Septic System
Solid Waste:	Various Providers
Police:	Madera Sheriff's Department
Fire:	Madera County Fire Department

Topography, Drainage and Soils:

The property has a generally rough level topography at street grade. There are two mounds of dirt in the northern portion of the proposed acquisition area. These mounds are minor in nature and do not adversely affect

the market value or marketability of the property. No soils report was furnished. Accordingly, the load bearing capabilities of the soil could not be verified, but are assumed to be adequate. Drainage is also assumed to be adequate.

**Easements or
Encroachments:**

A title report prepared by Orange Coast Title Company on September 20, 2022 was provided to the appraiser. A review of this document revealed no easements or encroachments detrimental to the value of the subject property.

Zoning:

The subject property is zoned AR-5, an agricultural district, as regulated by the City of Madera. This district is intended to provide for all types of agricultural uses on a smaller scale. Minimum parcel size is four and one-half acres and traditionally allows for a single-family dwelling and agricultural uses.

Among the permitted uses are: accessory dwelling unit (subject to parcel size requirements and development standards); agricultural uses; guest house; one single family dwelling (permanent structure or manufactured home); residential care facility, small and roadside stands. The subject property, as currently used, conforms to the AR-5 zoning designation.

General Plan:

Madera General Plan, as regulated by City of Madera.

Planned Use:

Low Density Residential

Flood Zone:

The subject property is situated in Flood Zone X (Unshaded). This is an area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

This information was obtained from the Federal Emergency Management Agency's Flood Insurance Rate Map, Community Panel No. 06039C1160E, with an effective date of September 26, 2008.

Seismic Zone:

Seismic zones have been delineated by two entities -- the International Seismic Organization and the Alquist-Priolo Special Studies Zones Act. According to International Seismic Organization Earthquake Zone Maps dated 1981, the subject property is located within

Seismic Zone 3, delineated as an area of Moderate Damage.

The Alquist-Priolo Special Studies Zone Act is designed to mitigate the hazard of earthquake fault rupture by regulating and prohibiting the development of most structures for human occupancy near active fault lines. Cities and counties affected by Special Studies Zones must regulate certain development projects within the zones, and must withhold development permits until geologic investigations reveal that sites are not threatened by surface displacement due to earthquake faults. According to the 1997 revision of Special Publication 42 "Fault-Rupture Hazard Zones in California", the subject property is not within a Special Studies Zone. Therefore, no restrictions are placed on the property regarding this act.

Wetlands:

There are no wetlands considerations affecting the subject property.

Hazardous Waste:

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Building Improvements: The subject contains a masonry constructed single family residence and a mobile home. These structures were not inspected, and neither are located in or affected by the proposed acquisition.

DESCRIPTION OF THE TAKING

The proposed acquisition area is a 468.42 feet by 269 feet rectangular shaped parcel located in the southern portion of the subject parcel. This equates to a parcel containing 126,004.98 square feet or 2.89 acres. This take area extends the width of the parcel.

Included in the proposed take area is metal post and wire fencing with 5-strand barb wire. There is 269 linear feet on the west side of the parcel, 269 linear feet on the east side of the parcel and 468 linear feet on the south side of the parcel. Thus, the total amount of post and wire fencing located in the proposed take area is 1,006 linear feet.

DESCRIPTION OF THE REMAINDER

The remainder will contain a total of 202,437.02 square feet or 4.64 acres and will have a rectangular shape. The remainder is still accessible from Lake Street.

HIGHEST AND BEST USE BEFORE TAKING

In the valuation of the subject property, consideration has been given to its highest and best use. Highest and best use may be defined as:

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 88)

Highest and Best Use of Land or Site as Though Vacant

It is important to note that highest and best use is not determined through subjective analysis by the property owner, the developer, or the appraiser. It is shaped by the competitive forces of the market in which it is located. The four criteria of legal permissibility, physical possibility, financial feasibility, and maximal productivity are always considered in that order, for it makes no difference that a property is maximally productive or even financially feasible for a given use if it is legally prohibitive or physically impossible to develop the property to that use.

- **Legal Permissibility:** The subject property is zoned AR-5, an agricultural zoning. It allows for agricultural uses. It also allows for one single family dwelling and an accessory dwelling unit. The property is outside of the City of Madera but within its sphere of influence. It currently has a planned land use designation for low density residential. Low density residential allows for 2.1 to 7 units per acre with a Target Density of 5.25 units per acre. There are no known private restrictions. Any of the legally permissible uses under the zoning ordinance would be allowed.
- **Physical Possibility:** The subject parcel is a rectangular shaped parcel containing 7.54 acres or 328,442 square feet. It has approximately 701 feet of frontage to Lake Street. Electricity and gas are available to the parcel from Pacific Gas and Electricity. There is a private domestic well on the property and each dwelling has its own private septic system. There are no off-site improvements such as curb, gutter or sidewalk. The property is accessed from a paved road. It is not located in a federally identified flood hazard, nor is it located in an Alquist Priolo special studies zone. There are no known environmental restrictions such as wetlands. Any of the legally permissible uses would be physically possible.
- **Financial Feasibility:** The residential segment of the real estate market has been performing well over the past several years. Investors and local builders have been purchasing vacant rural residential homesites to develop speculative homes to sell. New subdivisions are noted primarily within the city at the fringes. Demand for new housing is still strong and demand for suitable tract home development is still strong. The subject property is not located in the city and there are numerous vacant parcels in the area that are likely to be developed

before the subject. The appraisers believe that development of the larger parcel to low density residential is likely feasible in the future.

- **Maximum Productivity:** The appraisers believe that development of the subject property is likely maximally productive in the future.
- **Conclusion of Highest and Best Use As Though Vacant:** The highest and best use of the property in its currently vacant condition would be to hold for development to low density residential.

Highest and Best Use as Currently Improved

The analysis of highest and best use as improved considers what should be done with the existing improvements. Generally, there are three possible courses of action; 1) demolish the existing improvements to allow for development under the highest and best use as if vacant; 2) renovate the current improvements to produce a greater return, or 3) leave the improvements as is.

With respect to demolition, the improvements would only be removed if the value of the land as if vacant is greater than or equal to the value of the land as improved. As supported in the Valuation section of this report, the property as improved is greater than the value of the property as if vacant. Thus, the improvements should not be demolished.

Regarding renovating the current improvements to produce a greater return, the current marketplace would not support any major renovation, as the cost of such renovation would be greater than the increment of value gained upon completion.

Since the property should not be demolished, nor is renovation financially feasible, the highest and best use as improved is as currently developed.

HIGHEST AND BEST USE AFTER TAKING

With regards to the subject property in the after condition, the highest and best use of the property as if vacant and the property as improved are the same as before the taking.

VALUATION METHODOLOGY

The just compensation estimated in this appraisal was opined using the State Rule. There are nine procedural steps in the application of this rule:

1) Value before taking	\$ _____
2) Value of part taken (as part of whole)	- _____
3) Remainder value before taking	= \$ _____
4) Remainder value after taking	- _____
5) Damages to remainder	= \$ _____
6) Benefits to remainder	- _____
7) Net damage to remainder	= \$ _____
8) Value of part taken (as part of whole)	+ _____
9) Total difference (just compensation)	= \$ _____

The results of the computations made in Step 5 (damages) and Step 7 (net damages) cannot be less than zero. It should be noted that Steps 3, 5, 7 and 9 are *not* estimates of value; they are merely intermediate mathematical calculations.

Step 1 is the property value with no consideration given to the proposed taking. In Step 2, the *contributory* value of the property within the taking is estimated.

Step 4 estimates the value of the remainder property considering damages and special benefits to the remainder by reason of the taking and construction of the public improvement. Step 6 is an estimate of the benefits accruing to the remainder property due to the taking and construction of the public improvement.

Step 8 is merely a carry-down; a repetition of the estimate made in Step 2.

VALUE BEFORE TAKING

The value before the taking was valued using the sales comparison approach. In valuing the property by this approach, the appraiser develops an opinion of value by analyzing closed sales, listings or pending sales of vacant properties that are similar to the subject property as to its site characteristics. A major premise of this approach is that an opinion of fair market value can be supported by studying the market's reaction to comparable and competitive properties.

Procedure

To apply the sales comparison approach, appraisers follow a systematic procedure, as follows:

- 1) Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.
- 2) Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.
- 3) Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.
- 4) Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.

- 5) Reconcile the various value indications produced from the analysis of comparables into a single value conclusion. A value opinion can be expressed as a single point estimate, as a range of values, or in terms of a relationship (e.g., more or less than a given amount).

Source: *The Appraisal of Real Estate*, 14th Edition, Chicago: Appraisal Institute, 2013, pages 381-381

Definitions

In order to properly understand this approach, it is necessary to define some of the terminology that will be used.

Sales Comparison Approach

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying the appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 170)

Qualitative Adjustment

An indication that one property is superior, inferior, or the same as another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 152)

Quantitative Adjustment

In the application of the sales comparison and income capitalization approaches, a numerical (dollar or percentage) adjustment to the sales price, rent, or expense amount of a comparable property to account for the effect on value of a difference between each comparable property and the subject property. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 152)

Comparable Market Data

The comparable market data used in this approach to value are summarized in Schedule 1, and are described in the following paragraphs:

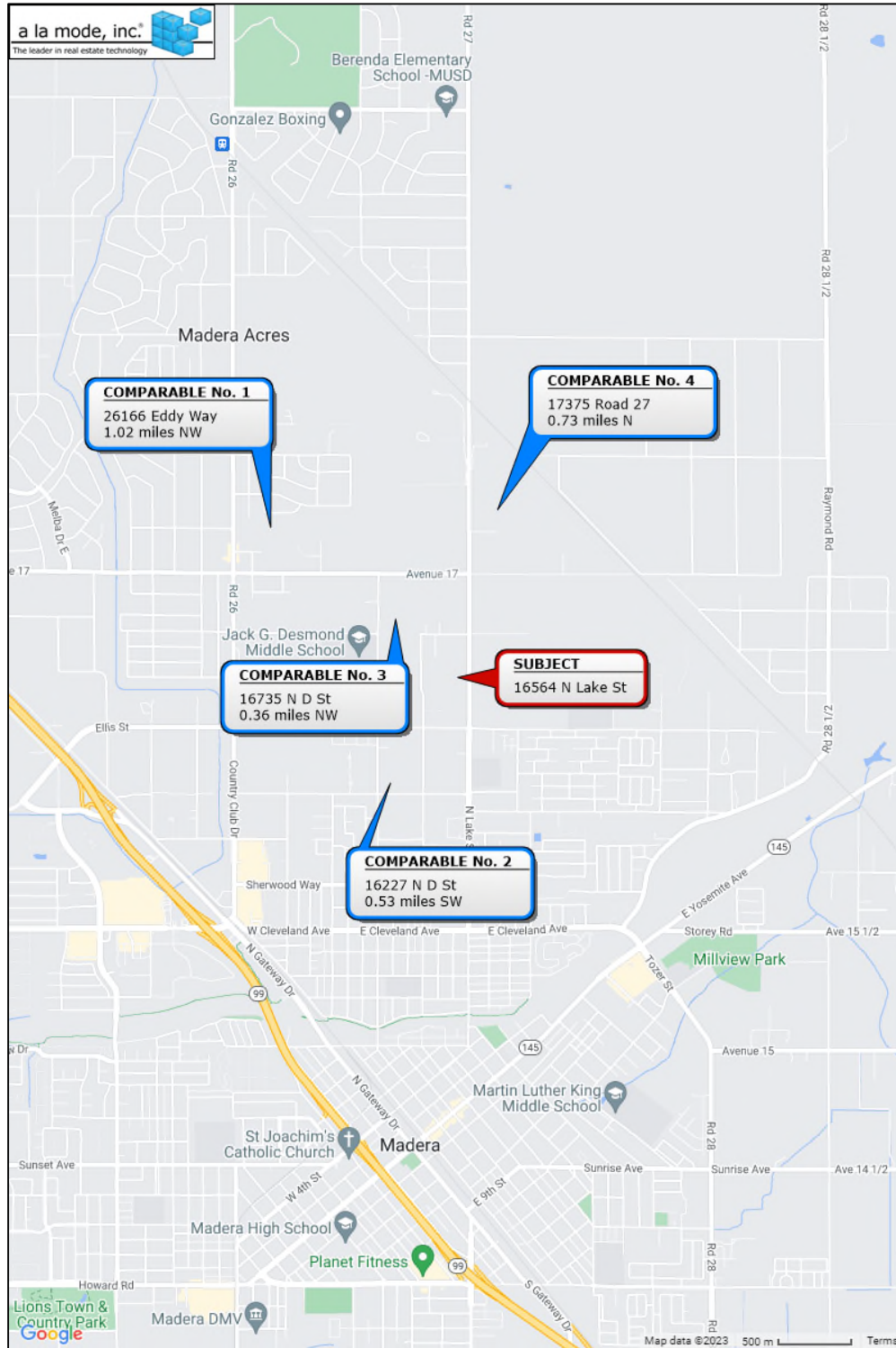
Sale 1 is located at 26166 Eddy Way, east of Road 26 and north of Avenue 17. This rectangular 5-acre parcel sold in February 2022 for \$435,000. This parcel is accessed from a paved road. The parcel has a 1980's built metal shop. The shop is 3,000 square

Comparable Sales Analysis – Land Sales

**Schedule 1
COMPARABLE SALES ANALYSIS
RESIDENTIAL LAND SALES MADERA**

Sale No.	Location APN	Deed Date	Sales Price	Size (Acres)	Price/Acre	Price/Sq.Ft.	Zoning	Planned Land Use	Utilities	Offsite Imp.	Access	Rec. Date Doc. No.	Seller Buyer	Ref. No.
1	26166 Eddy Way 036-140-025	2/15/22	\$375,000 (adjusted)	4.59	\$81,717	\$1.88	AR-5	LDR	Electricity Well/Septic	None	Paved	3/10/22 22-006768	Todd & Carol Reardon Arturo Wilfrido Cristobal Torres	RPA1-7612
2	16227 N D Street 038-090-010	12/3/21	\$390,000	5.00	\$78,000	\$1.79	RRS	LDR	Electricity Water/Sewer	None	Paved	12/7/21 21-037865	Robert L. Pyhress, etal. Nadeem Ahmad	RPA1-7610
3	16735 N D Street 038-020-012	7/20/23	\$600,000	10.48	\$57,252	\$1.31	AR-5	LDR	Electricity	None	Paved	8/2/23 23-014638	Elise Thompson Snyder Baach, Etal Ly Nguyen & Minh Thai	RPA1-7724
4	17375 Road 27 037-010-016	7/29/22	\$250,000	2.98	\$83,893	\$1.93	AR-5	LDR	Electricity	None	Dirt	8/16/22 22-021355	Salvador & Beatriz Garcia Luis Gerardo Reyes Lopez & Sarahi Reyes	RPA1-7725

Comparable Sales Map – Land Sales



feet and contains a restroom and kitchenette, both are in fair condition. The appraiser estimates the contributory value of the shop at \$60,000. Subtracting the contributory value of the shop from the contract price of \$435,000, leaves a sales price of \$375,000, attributable to the land. This equates to a sales price of \$81,717 per acre or \$1.88 per square foot. The parcel has perimeter post and wire fencing and several fenced pastures. It is zoned AR-5 and planned land use for low density residential. The property had electricity and gas from Pacific Gas and Electric. It had a private septic system and private well. The broker indicated water was also supplied from Madera Valley Water Company. The broker indicated the buyer purchased the property to store farming equipment and had plans to construct a home in the future.

Sale 2 is located at the northeast corner of Adell Street and North D Street. This 5-acre parcel sold in December 2021 for \$390,000, which equates to \$78,000 per acre or \$1.79 per square foot. The property is located adjacent to the Madera city limits to the south and the west. The property was zoned RRS, a residential rural single-family zoning per Madera County. It has the planned land use for low density residential. LDR allows for residential development at a density of 2.1 to 7 units per acre with a target density of 5.25 units per acre. This is the predominate land use category of the City's residential areas. There are no off-site improvements such as curb, gutter or sidewalks. Electricity is available to the parcel. Water is available along the D Street frontage as well as the intersection of Adell Street and D Street. Sewer is located at the intersection of Adell Street and D Street.

Sale 3 is located at 16735 North D Street, on the east side of D Street, north of Martin Street. This 10.48-acre parcel sold in July 2023 for \$600,000 which equates to \$57,252 per acre or \$1.31 per square foot. The property is located north of the city limits. The property was zoned AR-5 and has a planned land use for low density residential. LDR allows for residential development at a density of 2.1 to 7 units per acre with a target density of 5.25 units per acre. There are no off-site improvements such as curb, gutter or sidewalks. The property is accessed from a paved road. Electricity is noted along the road frontage. Water and sewer is located at the intersection of Martin and D street, however, these services are not available to the property until annexation into the city.

Sale 4 is located at 17375 Road 27, north of Avenue 17. The parcel is accessible from a dirt road, approximately 500 feet from Road 27. The parcel has a flag shape, rough level topography and contains 2.98 acres. It sold in July 2022 for \$250,000 which equates to \$83,893 per acre or \$1.93 per square foot. The seller financed \$125,000 of the price. The seller financing did not affect the sales price. The property is fenced. A new well has been drilled, but a pump is needed. Electricity is available to the parcel. The parcel is north of the city limits. It is zoned AR-5 at time of sale and has a planned land use for low density residential.

Comparison of Sales to Subject and Value Conclusion

Any factor can affect value. Those considered in this valuation included, yet are not limited to, date of sale, prominence of location, size, shape, utilities, offsites, etc. Numerous sales were reviewed; however, only those deemed most comparable have been selected for analysis. All conveyed on an “arm’s length” basis except if specifically noted otherwise.

Property Rights: The valuation of the subject pertains to the fee simple interest in the property. Sales 1 through 4 involved the transfer of the fee simple interest and are similar to the subject.

Financing: Sales 1 and 4 were purchased with private financing. According to the brokers, the financing did not affect the sales price. Sales 2 and 3 were cash sales.

Conditions of Sale: Sales 1 through 4 transferred under normal conditions of sale, rather than any distress or abnormal conditions of sale. As such, they are considered similar to the subject.

Date of Sale (Market Conditions): Sales 1 through 4 occurred between December 2021 and July 2023. The residential land market segment during this time frame is similar as the effective date of this report.

Structure Allocation: Sale 1 sold with a shop structure. The estimated value of that structure is \$60,000. The structure value was subtracted from the sales price to arrive at a sales price allocation to the land.

General Location: The subject property is located in northeast Madera, north of the City Limits and within the Sphere of Influence. Sales 1 through 4 have similar general locations as the subject.

Proximity to City Limits: The subject parcel is located one-third mile north of the Madera City limits (on the west side of Lake Street). Sale 2 is located across the street from the city limits and are superior compared to the subject. Sales 1 and 4 are approximately one mile north of the city limits and are inferior compared to the subject. Sale 3 is a similar distance as the subject to the city limits.

Size: Economies of scale, suggest that smaller parcels typically sell at higher prices per acre than larger parcels. Sales 1, 2 and 3 are smaller than the subject and are considered superior to the subject when compared at the price per acre level. Sale 3 is larger than the subject and considered inferior to the subject when compared at the price per acre level.

Access: The subject is accessible from an asphalt paved road. Sales 1 through 3 are also accessible from paved roads. Sale 4 is accessible from a dirt road, inferior compared to the subject.

Shape: The subject has a rectangular shape. Rectangular shapes are preferred in the market. Sales 1 through 3 have rectangular shapes and are similar to the subject. Sale 4 has an flag shape which is considered inferior compared to the subject's rectangular shape.

SALES COMPARISON WORKSHEET

Item	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Address	16564 N Lake St	26166 Eddy Way	16227 N D St	16735 N D St	17375 Road 27
City	Madera	Madera	Madera	Madera	Madera
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Assume Cash Eq	Private	Cash	Cash	Private
Conditions of Sale	Assume Normal	Normal	Normal	Normal	Normal
Date of Sale	09/16/2022 (DOV)	Feb-22	Dec-21	Jul-23	Jul-22
Physical Characteristics					
General Location	NE Madera	NE Madera	NE Madera	NE Madera	NE Madera
Proximity to City Limits	Proximate	Inferior	Superior	Similar	Inferior
Land Size (Acres)	7.54	4.59	5.00	10.48	2.98
Access	Paved Road	Paved Road	Paved Road	Paved Road	Dirt Road
Shape	Rectangular	Rectangular	Rectangular	Rectangular	Flag Shape
Topography	Rough Level	Rough Level	Rough Level	Rough Level	Rough Level
Municipal Utilities	E,G	E,G,W	W,S,E	E	E
Private Utilities	Well, Septic	Well,Septic	None	None	Well
Offsite Improvements	None	None	None	None	None
Zoning	AR-5	AR-5	RRS	AR-5	AR-5
Planned Land Use	LDR	LDR	LDR	LDR	LDR
TRANSACTIONAL ADJUSTMENTS					
Sales Price		\$435,000	\$390,000	\$600,000	\$250,000
Property Rights Adjustment		\$0	\$0	\$0	\$0
Sales Price Adjusted for Property Rights		\$435,000	\$390,000	\$600,000	\$250,000
Financing Adjustment		\$0	\$0	\$0	\$0
Sales Price Further Adjusted for Financing		\$435,000	\$390,000	\$600,000	\$250,000
Conditions of Sale Adjustment		\$0	\$0	\$0	\$0
Sales Price Further Adjusted for Conditions		\$435,000	\$390,000	\$600,000	\$250,000
Market Conditions (Date of Sale) Adjustment		\$0	\$0	\$0	\$0
Sales Price Further Adjusted for Market Conditions		\$435,000	\$390,000	\$600,000	\$250,000
Structure Allocation		-\$60,000	\$0	\$0	\$0
Sales Price Adjusted for Structure Allocation		\$375,000	\$390,000	\$600,000	\$250,000
Total Land Acres		4.59	5.00	10.48	2.98
Adjusted Price per Acre		\$81,717	\$78,000	\$57,252	\$83,893
LOCATION & PHYSICAL COMPARISONS					
General Location		Similar	Similar	Similar	Similar
Proximity to City Limits		Inferior	Superior	Similar	Inferior
Land Size		Superior	Superior	Inferior	Superior
Access		Similar	Similar	Similar	Inferior
Shape		Similar	Similar	Similar	Inferior
Topography		Similar	Similar	Similar	Similar
Municipal Utilities		Superior	Superior	Inferior	Inferior
Private Utilities		Similar	Inferior	Inferior	Inferior
Offsite Improvements		Similar	Similar	Similar	Similar
Zoning		Similar	Similar	Similar	Similar
Planned Land Use		Similar	Similar	Similar	Similar
Overall Comparison To Subject		Similar	Superior	Inferior	Superior
Final Adjusted Sales Price per Acre					
		Below \$81,717	Below \$78,000	Above \$57,252	Below \$83,893

Topography: The subject has a generally rough level topography. Sales 1 through 4 have similar topography.

Municipal Utilities: The subject property has electricity and gas available, however, water and sewer are not available to the parcel. At the time of sale, Sales 1 and 2 are superior in available municipal utilities. Sales 3 and 4 have only electricity available and are inferior in available municipal utilities.

Private Utilities: The subject private well and septic systems. Sale 1 has similar private utilities. Sales 2 and 3 lack private utilities and are inferior compared to the subject. Sale 4 has a new well but lacks private septic. It is also inferior in private utilities.

Offsites: The subject has no off-site improvements such as curb, gutter or sidewalk. Sales 1 through 4 also lack off-site improvements.

Zoning: The subject parcel is zoned AR-5 an agricultural zoning allowing for one-dwelling and accessory unit (residential uses). Sales 1, 3 and 4 have the same zoning. Sale 2 has similar zoning.

Planned Land Use: The subject parcel has a planned land use for low density residential. Sales 1 through 4 have the same planned land use.

The land sales transacted between December 2021 and July 2023. They have adjusted sales prices that range from \$57,252 to \$83,893 per acre. Some units of comparison carry more weight than others. The sales are ranked in the chart below.

RANKING OF SALES

Sale No.	Comparison to Subject	Price /Acre
4	Below	\$83,893
1	Below	\$81,717
2	Below	\$78,000
Subject	Value	\$75,000
4	Above	\$57,252

The appraisers have also considered the value of the subject property based on the definition of market value with regards to eminent domain and the highest price on the date of valuation that would be agreed to by buyer and seller. The appraisers have valued the subject’s residential land at \$75,000 per acre.

Opinion of Value – Site Improvements

The in-place depreciated value of the site improvements that will be affected by the taking are also calculated. Approximately 1,006 linear feet of post and wire fencing is affected. The following chart is a summary of an estimation of the depreciated value that site improvement.

Quantity Summary										
Item:	Cost Source:	Unit of Measure:	Section & Page:	Base Cost:	Cost Multiplier:	Local Multiplier:	Cost New:	Estimated Depreciated:	Depreciated Cost:	Rounded:
Metal post 5 strand barb wire	Marshall Valuation	Linear Foot	66/5	\$6.00	1.15	1.24	\$ 8.56	50.00%	\$ 4.28	\$ 4.30

The Value Before Taking is calculated as follows:

Value Before Taking:										
Land (Fee Simple)		7.54 AC	@	\$75,000.00 /AC	=		\$565,500.00			
Site Improvements Within Acquisition Area (Depreciated): post and wire fencing		1006 LF	@	\$4.30 /LF	=		\$4,325.80			
Value of the Whole Property Before Taking:							>>>>>> =			\$569,825.80

VALUE OF PART TAKEN (AS PART OF WHOLE)

The part taken consists of 2.89 acres of fee simple land.

There are no building improvements affected by the proposed acquisition. There is post and wire fencing located within the proposed acquisition area on both the west and east side of the property. This fencing total 1,006 linear feet. The value of the part taken is calculated as follows:

Value of Part Taken (As Part of Whole):										
Land (Fee Simple)		2.89 AC	@	\$75,000.00 /SF	=		\$216,750.00			
Site Improvements Within Acquisition Area (Depreciated): post and wire fencing		1006 LF	@	\$4.30 /LF	=		\$4,325.80			
Value of Part Taken (as Part of Whole):							>>>>>> =			\$221,075.80

REMAINDER VALUE BEFORE TAKING

The remainder value before the taking is calculated by subtracting the value of the part taken (as part of the whole) from the value before the taking. This calculation is as follows:

Value Before Taking:	\$569,825.80
Value of Part Taken (As Part of Whole):	\$221,075.80
Remainder Value Before Taking:	\$348,750.00

REMAINDER VALUE AFTER TAKING

After the taking, the remainder parcel will have the same highest and best use as before the taking; therefore, the \$75,000 per acre unit price also applies to the 4.65-acre remainder. There are no items to cure in the remainder. Therefore, the remainder value after the taking is calculated as follows:

Remainder Value After Taking:										
Land (Fee Simple)		4.65 AC	@	\$75,000.00 /AC	=		\$348,750			
Less Costs to Cure		None					\$0			
Total Remainder Value After Taking							>>>>>> =			\$348,750.00

DAMAGES TO REMAINDER

Damages to the remainder are calculated by subtracting the remainder value after the taking from the remainder value before the taking. This calculation is shown on the below:

Remainder Value Before Taking:	\$348,750.00
Remainder Value After Taking:	<u>\$348,750.00</u>
Damages to Remainder:	\$0.00

BENEFITS TO REMAINDER

Benefits are advantageous factors that arise from a public improvement for which private property has been taken. In our opinion the remainder property will not be benefitted as a result of the taking.

Benefits to Remainder:	\$0.00
------------------------	--------

NET DAMAGE TO REMAINDER

Net damage to the remainder is calculated by subtracting benefits to the remainder from the damages to the remainder. The net damage is \$0, as shown in the following calculation:

Benefits to Remainder:	\$0.00
Damages to Remainder:	<u>\$0.00</u>
Net Damage to Remainder:	\$0.00

TOTAL DIFFERENCE (JUST COMPENSATION)

The final opinion of just compensation is calculated by adding the value of the part taken (as part of the whole) to the net damage to the remainder. As shown, the estimated just compensation is \$222,000 (rounded).

<u>Net Damage to Remainder:</u>	=	\$0.00
<u>Value of Part Taken (as Part of Whole):</u>	+	\$221,075.80
<u>Total Difference (Total Award)</u>	=	<u>\$221,075.80</u>
	Rounded	\$222,000.00

APPRAISAL SUMMARY SHEET

APPRAISAL SUMMARY SHEET

Parcel No.	<u>5</u>	Project	<u>Madera Water Storage Project</u>
Owner	<u>Holguin</u>	Property Address	<u>16564 N Lake Street</u>
APN	<u>038-030-028</u>	Size	<u>7.54</u> Zoning <u>AR-5</u>
Present Use	<u>Rural Residential</u>	Highest & Best Use	<u>Hold for development</u>
Date of Value	<u>9/25/2023</u>	Federal Project No.	<u>Not Applicable</u>

	<u>Net Area</u>
Site Size (Acre)	7.54 Acre
Site Size (SF)	328,442.00 SF
Fee Simple Acquisition	126,004.98 SF
Remainder (Acre)	4.65 Acre
Remainder (SF)	202,437.02 SF

Value Before Taking:				
Land (Fee Simple)	7.54 AC	@	\$75,000.00 /AC	= \$565,500.00
Site Improvements Within Acquisition Area (Depreciated): post and wire fencing	1006 LF	@	\$4.30 /LF	= \$4,325.80
Value of the Whole Property Before Taking:				>>>>>> = \$569,825.80
Value of Part Taken (As Part of Whole):				
Land (Fee Simple)	2.89 AC	@	\$75,000.00 /SF	= \$216,750.00
Site Improvements Within Acquisition Area (Depreciated): post and wire fencing	1006 LF	@	\$4.30 /LF	= \$4,325.80
Value of Part Taken (as Part of Whole):				>>>>>> - \$221,075.80
Remainder Value Before Taking:				= \$348,750.00
Remainder Value After Taking:				
Land (Fee Simple)	4.65 AC	@	\$75,000.00 /AC	= \$348,750
Less Costs to Cure	None			= \$0
Total Remainder Value After Taking				>>>>>> = \$348,750.00
Damages to Remainder:				\$0.00
Less Benefits:				- \$0.00
Net Damage to Remainder:				= \$0.00
Value of Part Taken (as Part of Whole):				+ \$221,075.80
Total Difference (Total Award)				= \$221,075.80
				Rounded = \$222,000.00

VALUATION

After carefully considering all of the data and pertinent information regarding to the property under appraisal, it is our opinion that the market value as of the effective date of appraisal, September 25, 2023, is as follows:

Valuation	
Value Before Taking:	\$569,825.80
Value of Part Taken (As Part of Whole):	– \$221,075.80
Remainder Value Before Taking:	= \$348,750.00
Remainder Value After Taking:	– \$348,750.00
Damages to Remainder:	= \$0.00
Benefits to Remainder:	– \$0.00
Net Damage to Remainder	= \$0.00
Value of Part Taken (As Part of Whole):	+ \$221,075.80
Total Difference (Just Compensation):	= \$221,075.80
Rounded:	\$222,000.00

This report was prepared on September 27, 2023.

Definition of Fair Market Value

This appraisal has been prepared in accordance with the following fair market value definition:

- (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable. (*State of California Code of Civil Procedure*, Section 1263.320)

Definition of Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, page 73)

ADDENDA

SUBJECT PHOTOGRAPHS

From the southeast corner of the subject parcel toward the west.



From the southeast corner of the parcel toward the northwest.



From the southeast corner toward the north.



SUBJECT PHOTOGRAPHS

From the northeast corner of the proposed acquisition area toward the west.



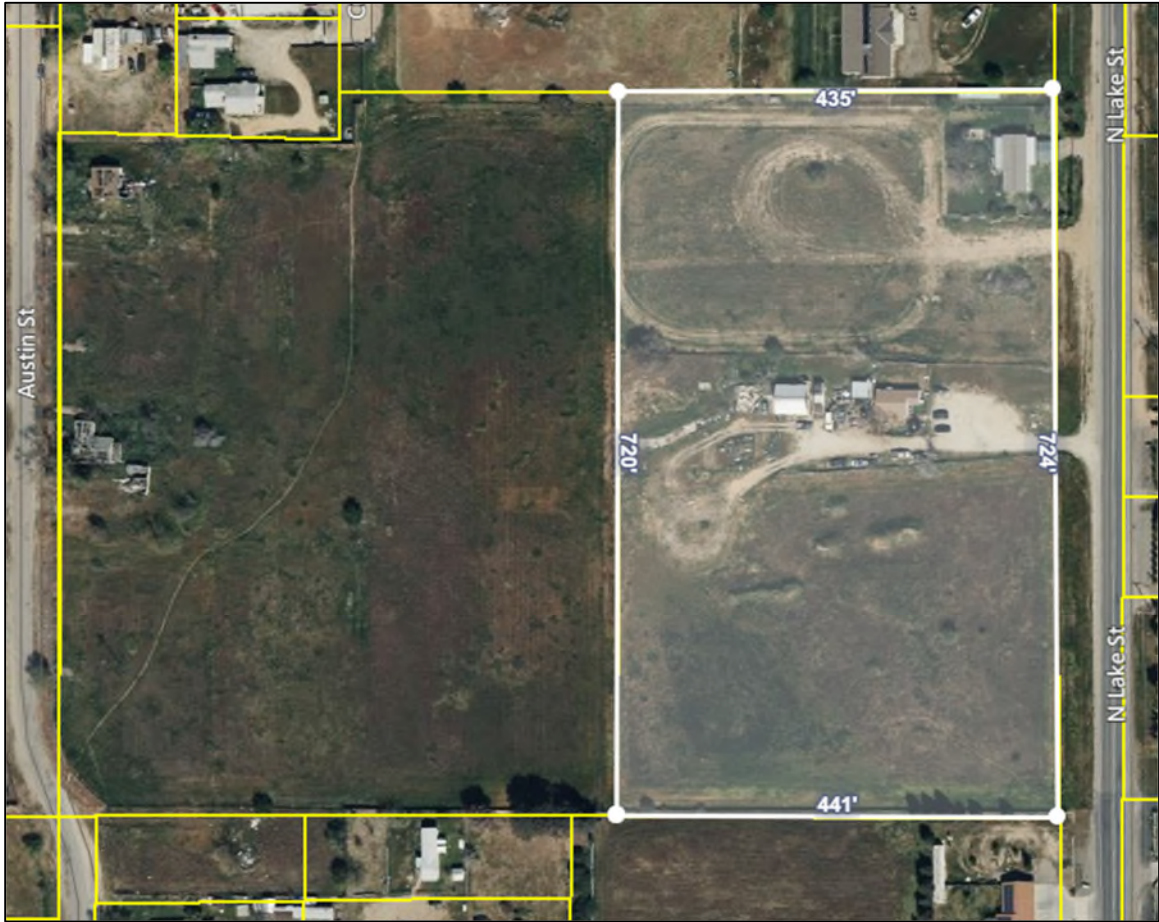
From the northeast corner of the proposed acquisition area toward the southwest.



From the northeast corner of the proposed acquisition area toward the south.



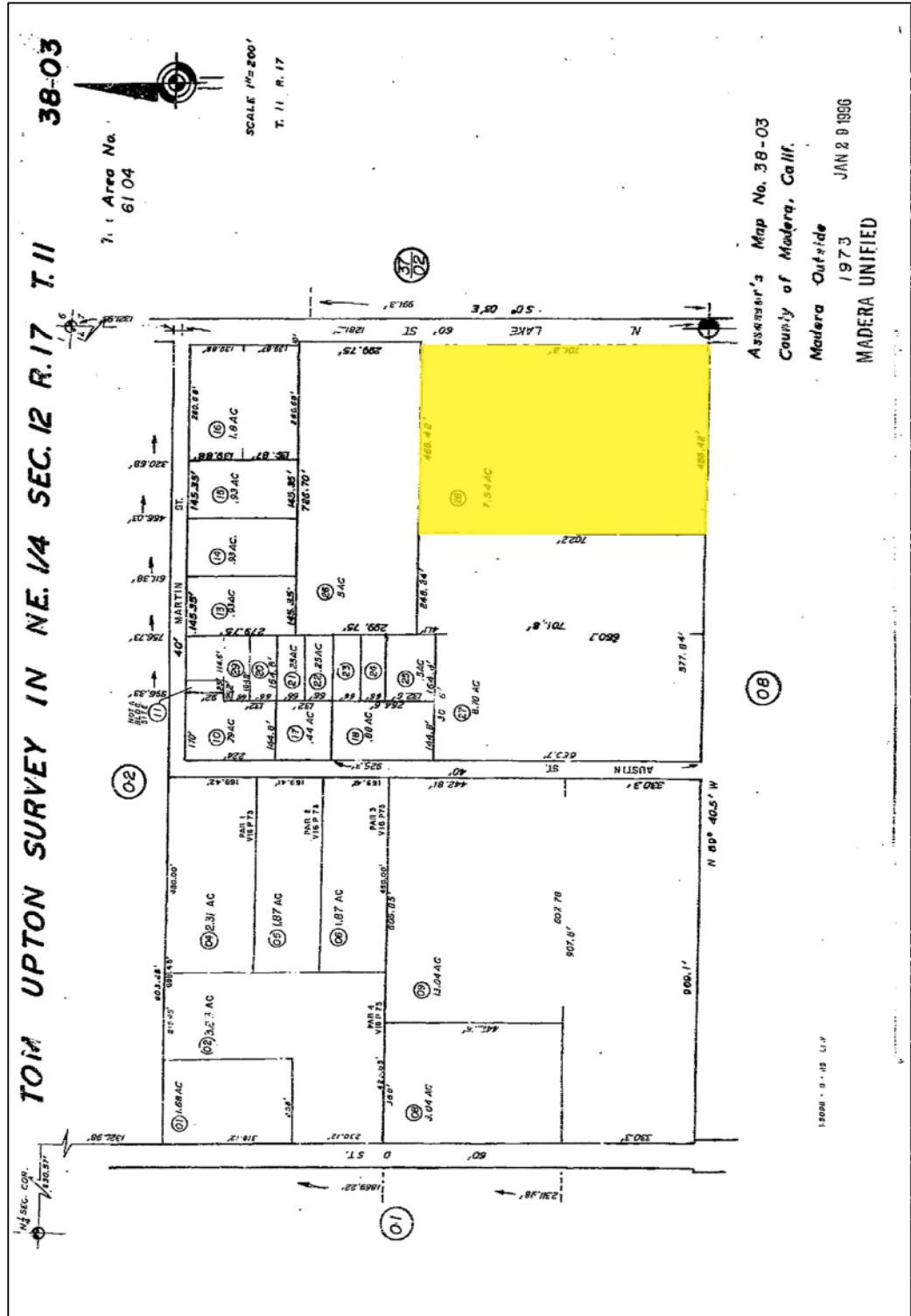
AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



AREA MAP



ASSESSOR'S PARCEL MAP



PROPOSED WATER STORAGE TANK SITE LEGAL DESCRIPTION

**EXHIBIT "A"
LEGAL DESCRIPTION
FOR CITY OF MADERA TANK SITE**

All that portion of the Northeast quarter of Section 12, Township 11 South, Range 17 East, Mount Diablo Base & Meridian, in the City of Madera, County of Madera, State of California, more particularly described as follows:

The South 269.00 feet of the following described parcel:

Beginning at a point which bears South 0°03' East 1941.45 feet and North 89°42' West 30 feet from the northeast corner of said Section 12; thence South 0°03' East 702.45 feet; thence North 89°42' West 478.42 feet; thence North 0°03 1/2' West 702.2 feet; thence South 89°42' East 478.42 feet, more or less, to the point of beginning.

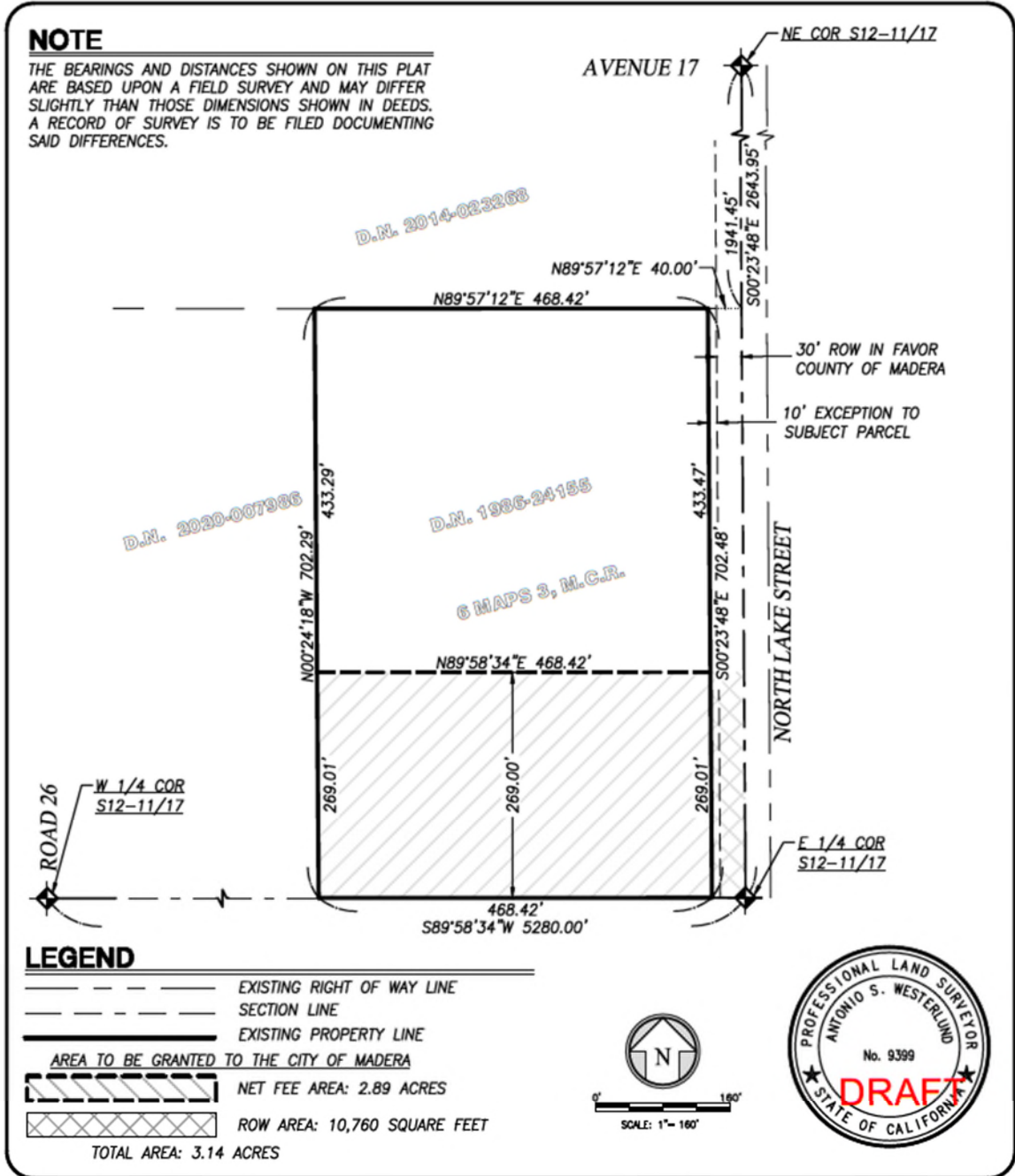
EXCEPTING THEREFROM the west 10 feet of the East 40 feet of the above described property as conveyed to the County of Madera in Deed dated December 13, 1967 and recorded January 18, 1968 in Book 1002, at page 85, Madera County Records and Deed dated January 12, 1968 and recorded January 25, 1968 in Book 1002, page 457 of Official Records.

TOGETHER WITH any underlying fee interest to the east 40 feet of the south 269.00 feet of said Northeast quarter of Section 12 which would pass with title to the above description.

See attached Exhibit "B", attached hereto and made a part hereof.

DRAFT

PROPOSED WATER STORAGE TANK SITE MAP

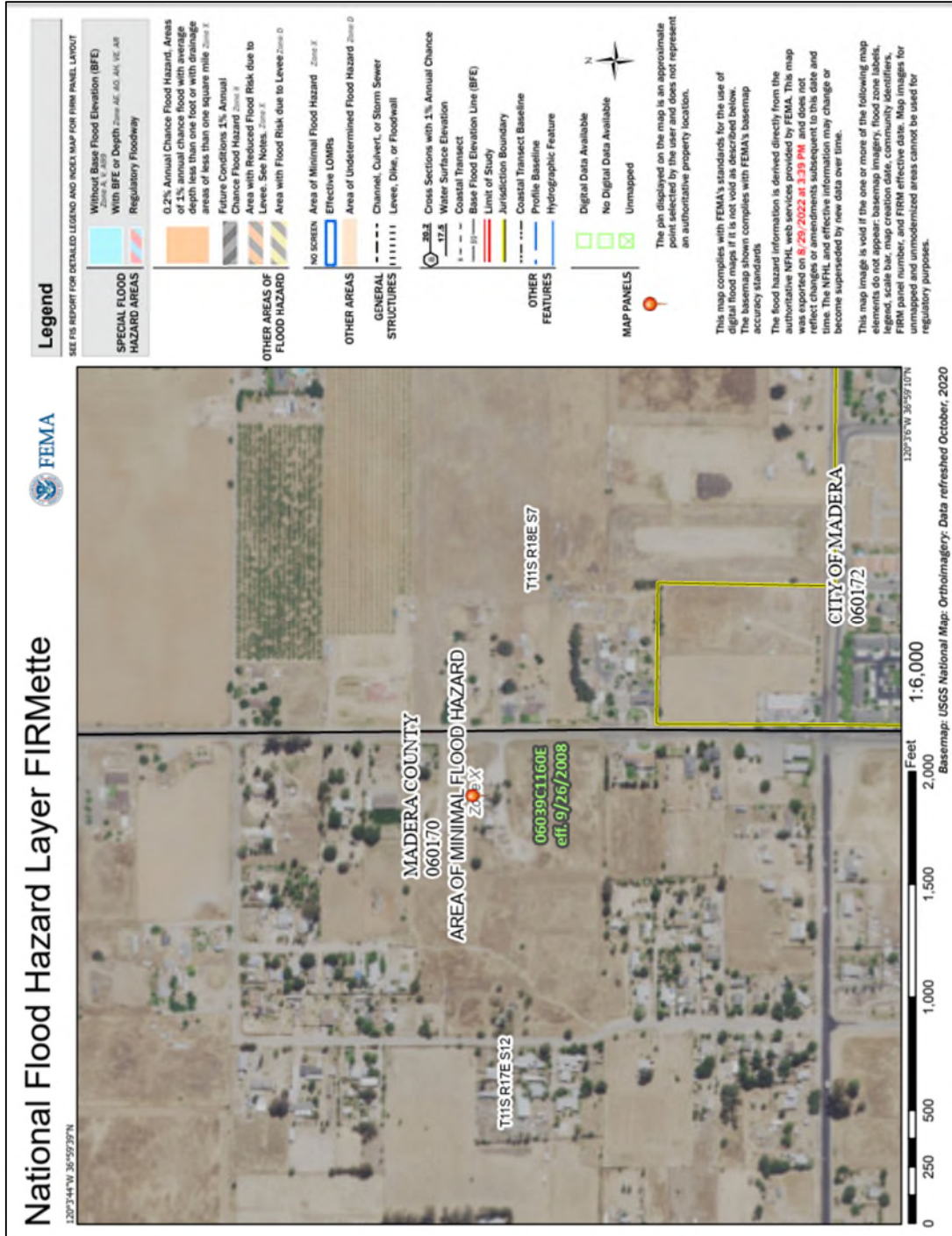


PROJECT NO.: 180483
 DRAWN BY: CR
 QA/QC BY: ASW
 SCALE: AS SHOWN
 SHEET NO.:
2 OF 2

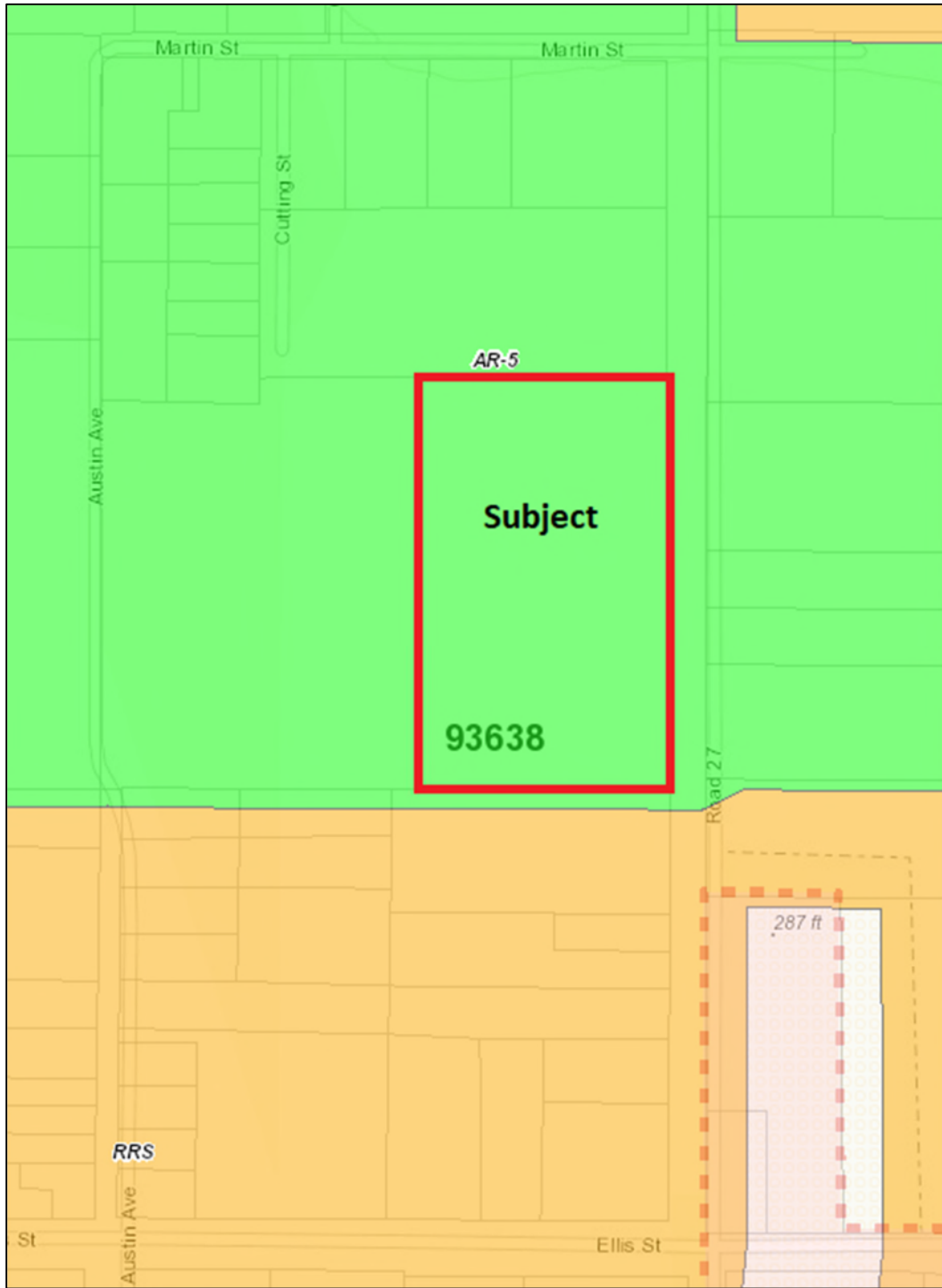
EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION
CITY OF MADERA ACQUISITION



FLOOD MAP



ZONING MAP



6730 N. West Avenue, Suite 111, Fresno, CA 93711 (559) 261-9136

PROPERTY IDENTIFICATION

Property Type Residential Land
 Address 26166 Eddy Way

 City Madera
 County Madera
 State CA
 Zip Code 93638
 APN 036-140-025

SITE DATA

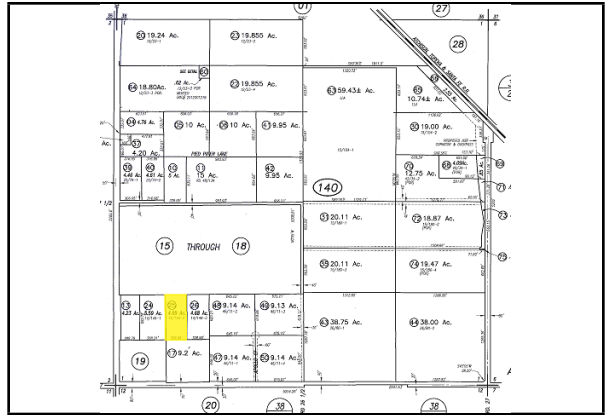
Land Area SF 199,904 SF or 4.589 AC
 Shape Rectangular
 Frontage Interior
 Topography Rough Level
 Zoning AR-5
 Zone Class Agricultural
 Street Type Paved
 Utilities Electricity
 Offsite Imps None
 Rail Served
 H & B Use Homesite
 No. of Units

SALE DATA

Seller Todd & Carol Reardon

 Buyer Arturo Wilfrido Cristobal Torres

 Deed Date 02/15/22
 Recording Date 03/10/22
 Doc. No. 2022-006768
 Property Rights Fee Simple
 Exposure Time 96 days
 Sales Price \$435,000
 Adjustment -\$60,000
 Reason for Adj. Contributory value of shop estimated at \$60,000.
 Adj. Price \$375,000
 Downpayment \$147,900
 Loan Amount \$287,100
 Lender Pacific Mortgage and Realty



VALUE INDICATORS

	From Actual Sales Price	From Adjusted Sales Price
Price per SF	\$2.18	\$1.88
Price per AC	\$94,788	\$81,714
Price per Unit		

REMARKS

This sale is located at 26166 Eddy Way, east of Road 26 and north of Avenue 17. This rectangular 5-acre parcel sold in February 2022. This parcel is accessed from a paved road. The parcel has a 1980's built metal shop. The shop is 3,000 square feet and contains a restroom and kitchenette, both are in fair condition. The appraiser estimates the contributory value of the shop at \$60,000. Subtracting the contributory value of the shop from the contract price of \$435,000, leaves a sales price of \$375,000, attributable to the land. This equates to a sales price of \$81,717 per acre or \$1.88 per square foot. The parcel has perimeter post and wire fencing and several fenced pastures. It is zoned AR-5 and planned land use for low density residential. The property had electricity and gas from Pacific Gas and Electric. It had a private septic system and private well. The broker indicated water was also supplied from Madera Valley Water Company. The broker indicated the buyer purchased the property to store farming equipment and had plans to construct a home in the future.

PROPERTY IDENTIFICATION

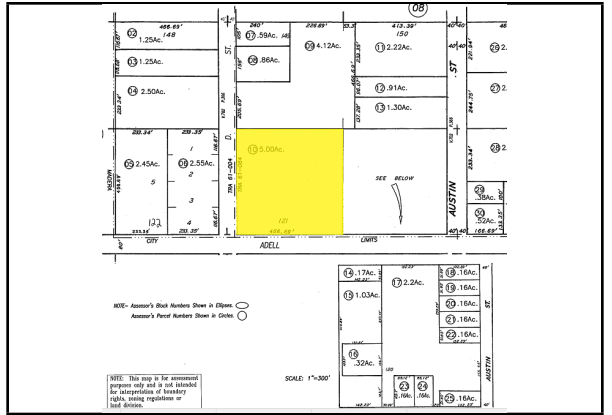
Property Type
 Address 16227 N D Street
 City Madera
 County Madera
 State CA
 Zip Code 93638
 APN 038-090-010

SITE DATA

Land Area SF 217,800 SF or 5.000 AC
 Shape Rectangular
 Frontage Corner
 Topography Rough Level
 Zoning RRS
 Zone Class Residential Rural Single Family
 Street Type Paved
 Utilities Sewer Water Electricity
 Offsite Imps
 Rail Served No
 H & B Use Hold For Development
 No. of Units

SALE DATA

Seller Robert L. Poythress, etal.
 Buyer Nadeem Ahmad
 Deed Date 12/03/21
 Recording Date 12/07/21
 Doc. No. 2021-037865
 Property Rights Fee Simple
 Exposure Time
 Sales Price \$390,000
 Adjustment
 Reason for Adj.
 Adj. Price \$390,000
 Downpayment
 Loan Amount
 Lender All cash transaction



VALUE INDICATORS

	From Actual Sales Price	From Adjusted Sales Price
Price per SF	\$1.79	\$1.79
Price per AC	\$78,000	\$78,000
Price per Unit		

REMARKS

This sale is located at the northeast corner of Adell Street and North D Street. This 5-acre parcel sold in December 2021 for \$390,000, which equates to \$78,000 per acre or \$1.79 per square foot. The property is located adjacent to the Madera city limits to the south and the west. The property was zoned RRS, a residential rural single family zoning per Madera County. It has the planned land use for low density residential. LDR allows for residential development at a density of 2.1 to 7 units per acre with a target density of 5.25 units per acre. This is the predominate land use category of the City's residential areas. There are no off-site improvements such as curb, gutter or sidewalks. Electricity is available to the parcel. Water is available along the D street frontage as well as the intersection of Adell Street and D Street. Sewer is located at the intersection of Adell Street and De Street.

6730 N. West Avenue, Suite 111, Fresno, CA 93711 (559) 261-9136

PROPERTY IDENTIFICATION

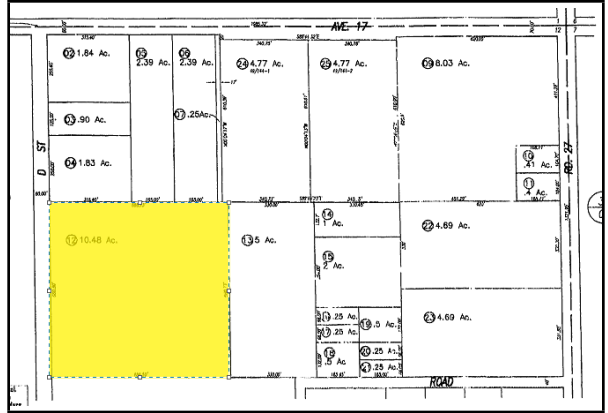
Property Type Residential Land
 Address 16735 North D Street
 City Madera
 County Madera
 State CA
 Zip Code 93638
 APN 038-020-012

SITE DATA

Land Area SF 456,508 SF or 10.480 AC
 Shape Rectangular
 Frontage Interior
 Topography Rough Level
 Zoning AR-5
 Zone Class Agricultural
 Street Type Paved
 Utilities Electricity
 Offsite Imps None
 Rail Served No
 H & B Use Hold For Development
 No. of Units

SALE DATA

Seller Elise Thompson Snyder Baach, Etal.
 Buyer Ly Nguyen & Minh Thai
 Deed Date 07/20/23
 Recording Date 08/02/23
 Doc. No. 2023-014638
 Property Rights Fee Simple
 Exposure Time
 Sales Price \$600,000
 Adjustment
 Reason for Adj.
 Adj. Price \$600,000
 Downpayment
 Loan Amount
 Lender All cash transaction



VALUE INDICATORS

	From Actual Sales Price	From Adjusted Sales Price
Price per SF	\$1.31	\$1.31
Price per AC	\$57,252	\$57,252
Price per Unit		

REMARKS

This sale is located at 16735 North D Street, on the east side of D Street, north of Martin Street. This 10.48-acre parcel sold in July 2023 for \$600,000 which equates to \$57,252 per acre or \$1.31 per square foot. The property is located north of the city limits. The property was zoned AR-5 and has a planned land use for low density residential. LDR allows for residential development at a density of 2.1 to 7 units per acre with a target density of 5.25 units per acre. There are no off-site improvements such as curb, gutter or sidewalks. The property is accessed from a paved road. Electricity is noted along the road frontage. Water and sewer is located at the intersection of Martin and D street, however, these services are not available to the property until annexation into the city.

6730 N. West Avenue, Suite 111, Fresno, CA 93711 (559) 261-9136

PROPERTY IDENTIFICATION

Property Type Residential Land
 Address 17375 Road 27

 City Madera
 County Madera
 State CA
 Zip Code 93638
 APN 037-010-016

SITE DATA

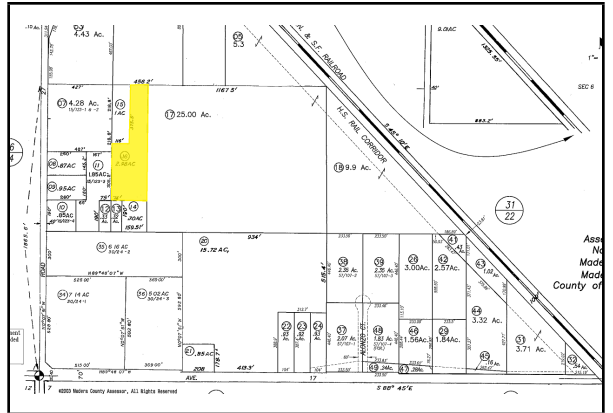
Land Area SF 129,808 SF or 2.980 AC
 Shape Flag
 Frontage Interior
 Topography Rough Level
 Zoning AR-5
 Zone Class Agricultural
 Street Type Dirt
 Utilities Electricity
 Offsite Imps None
 Rail Served No
 H & B Use Homesite
 No. of Units

SALE DATA

Seller Salvador & Beatriz Garcia

 Buyer Luis Gerardo Reyes Lopez & Sarahi Reyes

 Deed Date 07/29/22
 Recording Date 08/16/22
 Doc. No. 2022-021355
 Property Rights Fee Simple
 Exposure Time 35 days
 Sales Price \$250,000
 Adjustment
 Reason for Adj.
 Adj. Price \$250,000
 Downpayment \$125,000
 Loan Amount \$125,000
 Lender Seller



VALUE INDICATORS

	From Actual Sales Price	From Adjusted Sales Price
Price per SF	\$1.93	\$1.93
Price per AC	\$83,893	\$83,893
Price per Unit		

REMARKS

This sale is located at 17375 Road 27, north of Avenue 17. The parcel is accessible from a dirt road, approximately 500 feet from Road 27. The parcel has a flag shape, rough level topography and contains 2.98 acres. It sold in July 2022 for \$250,000 which equates to \$83,893 per acre or \$1.93 per square foot. The seller financed \$125,000 of the price. The seller financing did not affect the sales price. The property is fenced. A new well has been drilled, but a pump is needed. Electricity is available to the parcel. The parcel is north of the city limits. It is zoned AR-5 at time of sale and has a planned land use for low density residential.

QUALIFICATIONS OF KELLY P. STEVENS, SRA

KELLY P. STEVENS is employed by rpa Wakefield & Hopper, Inc., dba Real Property Analysts, an independent appraisal firm.

CERTIFICATION Mr. Stevens is registered with the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser, CA #AG020683.

PROFESSIONAL ORGANIZATIONS

Mr. Stevens is an SRA designated member of the Appraisal Institute (2012).

ACTIVITIES

Secretary of the Northern California Chapter, Appraisal Institute, 2011
Treasurer of the Northern California Chapter, Appraisal Institute, 2012
Vice President of the Northern California Chapter, Appraisal Institute 2013
President of the Northern California Chapter, Appraisal Institute 2014

EDUCATION

California State University, Fresno

Bachelor of Science Degree, 1993

Business Administration – Real Estate & Urban Land Economics

California State University, Fresno – Courses

Real Estate Law

Real Estate Finance

Real Estate Practices

Real Estate Appraisal

Business and Real Estate Economics

The Appraisal Institute

Residential Market Analysis and Highest & Best Use

Residential Site Valuation and Cost Approach

Residential Sales Comparison & Income Approaches

Residential Report Writing & Case Studies

Real Estate Finance Statistics & Valuation Modeling

Advanced Residential Applications & Case Studies (Part I)

Advanced Residential Report Writing (Part II)

USPAP 2022-2023 Completed

General Appraiser Market Analysis and Highest & Best Use

General Appraiser Site Valuation and Cost Approach

General Appraiser Income Approach/Part I

General Appraiser Income Approach/Part II

General Appraiser Sales Comparison Approach

General Appraiser Report Writing and Case Studies

Advanced Income Capitalization

Advanced Market Analysis and Highest and Best Use

APPRAISAL

EXPERIENCE

Industrial, Multiple-Family, Single-Family Residences, Condominiums & Land.

PARTIAL LIST

OF CLIENTS

United Security Bank, Rabobank, Educational Employees Credit Union, First American Title Co., numerous other individuals and companies.

QUALIFICATIONS OF TIFFANY K.V. MACH, MAI

TIFFANY K. V. MACH is a certified general real estate appraiser in the State of California. She has been employed by the firm of rpa Wakefield & Hopper, Inc., dba Real Property Analysts since 1991 and has been a co-owner since 2018.

CERTIFICATION Ms. Mach is registered with the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser, CA #AG025952.

PROFESSIONAL ORGANIZATIONS Ms. Mach is a MAI designated member of the Appraisal Institute. (October 2012).

Activities

Regional Representative, Northern California Chapter, Appraisal Institute, 2015-2016.

Director, Northern California Chapter, Appraisal Institute, 2015-2017.

EDUCATION

California State University, Fresno

Bachelor of Science Degree, 1991

Business Administration – Real Estate & Urban Land Economics

California State University, Fresno – Courses

Real Estate Law

Real Estate Finance

Real Estate Practices

Real Estate Appraisal

Business and Real Estate Economics

Other Courses/Seminars –

The Technical Inspection of Real Estate (The Beckman Company)

The Appraisal Institute

Course 1A1/8-1 - Real Estate Appraisal Principles

Course 120 - Real Estate Appraisal Procedures

Course 310 - Basic Income Capitalization

Course 320 - General Applications

Course 410 - Standards of Professional Practice (Part A)

Course 420 - Standards of Professional Practice (Part B)

Course 510 - Advanced Income Capitalization

Course 520 - Highest & Best Use and Market Analysis

Course 530 - Advanced Sales Comparison & Cost Approaches

Course 540 - Report Writing & Valuation Analysis

Course 550 - Advanced Applications

USPAP - 2022-2023

APPRAISAL EXPERIENCE

Commercial, Industrial, Multiple-Family, Agricultural Properties, Single-Family Residences, Condominiums & Subdivisions.

PARTIAL LIST OF CLIENTS

CSUF Auxiliary; Caltrans; Cities of Clovis, Fresno, Merced, Los Banos, & Tulare; Central Valley Community Bank; Clovis Unified School District; Fresno Metropolitan Flood Control District; Fresno Unified School District; St. Agnes Medical Center; Siskin Ranchos; Pacific Gas & Electric Company; Cathay Bank; United Security Bank, Westamerica Bank; KeyBank; Comerica Bank. Numerous other individuals, firms & public agencies.

Attachment 3
Resolution

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY FOR APN: 038-030-028 FOR A NEW WATER STORAGE
TANK**

WHEREAS, Francisco Holguin (Seller) owns a 7.54-acre parcel Located at 16564 N. Lake Street, APN 038-030-028 (Subject Property); and

WHEREAS, the City wishes to purchase 2.89-acres of the Subject Property; and

WHEREAS, the City and Seller have negotiated a purchase price of \$222,000 for the portion of Subject Property; and

WHEREAS, funding for the purchase is available through the Water System Utility fund; and

WHEREAS, the property to be acquired by City is more specifically described in the legal description included within the Grant Deed attached to and included as Exhibit B to the Agreement for Purchase and Sale of Real Property; and

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions attached hereto as Exhibit A including Exhibits referenced in and attached to the Agreement.
3. The City Manager is authorized to take all actions necessary to execute documents as necessary for Escrow requirements and recordation of the Grant Deed and Easement Agreement.
4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Grant Deed.
5. The City Finance Manager is authorized to transfer \$222,000 from the Water System Utility Funds Account.
6. The City Engineer is authorized to initiate Escrow Services for the acquisition of the property and the recording of the Grant Deed and Easement Agreement by the County of Madera Clerk/Recorder.

7. The City Manager, City Clerk, and City Attorney are authorized collectively to make any technical and clerical corrections or clarifications to this Resolution and to the Agreement and related documents.
8. This resolution is effective immediately upon adoption.

EXHIBIT A

Agreement for Purchase and Sale of Property, APN: 038-030-028

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY UNDER THREAT OF CONDEMNATION
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made this ___ day of _____, 2024 (“**Agreement Date**”) by and among the CITY OF MADERA, a municipal corporation (“**Buyer**”), FRANCISCO HOLGUIN (“**Seller**”) and PLACER TITLE INSURANCE COMPANY, a corporation (“**Escrow Holder**” and “**Title Company**”).

RECITALS:

- A. Seller owns that certain improved rural residential real property consisting of approximately 7.5 acres located at 16564 North Lake Street in the City of Madera, County of Madera, State of California, (APN 038-030-028) (“**Property**”).
- B. Seller commenced the process of acquiring the Property through condemnation pursuant to that certain initial letter dated November 2, 2022 (“**Condemnation Process**”).
- C. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property by the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Acquisition of Property. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property. Buyer is acquiring the Property for a public purpose.

1.2 Waiver and Release. The Compensation Amount (defined in Section 3.1 below) to be paid by Buyer to Seller is all-inclusive of Seller’s interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer’s acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer’s acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller’s fee interest in the land, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any “bonus value” attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys’ fees, and any claim

whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer.

As of the Closing (as defined in Section 5.1), Seller irrevocably releases and discharges the Buyer, and their employees, agents, officers and representatives, from any and all manner of actions, causes of action, in law or in equity, of any nature whatsoever, known or unknown, fixed or contingent Seller now or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this release with respect to the Condemnation Process. Seller expressly agrees to waive and relinquish all rights and benefits each may have under California Civil Code Section 1542. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Seller's Initials: *FA*

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Placer Title Insurance Company at 413 W. Yosemite, Suite 102, Madera, CA 93637, Stacie Prado, Escrow Officer 559-675-8185 sprado@placertitle.com ("**Escrow Officer**") by causing an executed copy of this Agreement to be deposited with Escrow Holder together with the Deposit (as defined in Section 3.2 below) ("**Opening of Escrow**").

3. COMPENSATION.

3.1 Compensation. The compensation for the Property is Two Hundred Twenty-Two Thousand Dollars (\$222,000) ("**Compensation Amount**").

3.2 Payment. The Compensation Amount shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of Five Thousand Dollars (\$5,000) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) business day prior to the Closing, Buyer shall deposit balance of the Compensation Amount with Escrow Holder in Good Funds (as defined below).

3.3 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments

(executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and recordable grant deed in the form of Exhibit B ("**Grant Deed**").
- b. A Non-Foreign Affidavit as required by federal law.
- c. An Affidavit of Death of Joint Tenant.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("**Certificate of Acceptance**").
- b. A Preliminary Change of Ownership Statement completed in the manner required in Madera County.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Buyer's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within fifteen (15) days after satisfaction of the Buyer's Conditions Precedent (as defined in Section 8.1), but no later than sixty (60) days after the Opening of Escrow ("**Closing Date**") unless extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance are filed for recording by the Escrow Holder in the Office of the County Recorder of Madera County, California.

5.2 Possession. Upon the Close of Escrow, exclusive possession and occupancy of the Property (including the residential structure) shall be delivered to Buyer free and clear of all claims of possession (including, but not limited to, Seller and any occupants) and free of all personal property and debris.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 City Manager's Authority. Buyer by its execution of this Agreement hereby agrees that the City Manager of the Buyer or designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications must be approved by the City Attorney.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Insurance Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within fifteen (15) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Buyer's Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title ("**Buyer's Title Policy**") insuring title to the Property vested in Buyer in the amount of the Compensation Amount, containing no exceptions to such title which has not been approved or waived by Buyer in accordance with this Section. The cost of the Buyer's Title Policy to Seller shall be paid by Buyer. The Buyer's Title Policy shall also include any available extended coverage or endorsements that Buyer has reasonably requested.

7. DUE DILIGENCE.

7.1 Scope of Due Diligence. Upon the opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller's possession and knowledge concerning the Property, and Buyer shall have the right to require Seller to provide an analysis of the Property consisting of such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control.

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") no later than forty-five (45) days from the Opening of Escrow, of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof.

7.3 Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (ii) comply with all applicable laws and governmental regulations; (iii) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (v) Buyer shall maintain an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) which insurance names Seller as additional insured; (vi) return the Property to substantially its original condition following Buyer's entry; and (vii) take title to the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement for any reason.

7.4 Natural Hazard Disclosure Report. Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property by Disclosure Source ("**NHD Report**") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Buyer's Title Policy as specified in Section 6.2.
- (b) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.
- (b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (c) Buyer is not in material default of its obligations under this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

9.1 General Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, each of

which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

(a) There are no natural or environmental hazards located on the Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way. No underground storage tanks exist or have ever existed on the Property.

(b) To the best of Seller's knowledge and understanding the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. To the best of Seller's knowledge, there are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

(c) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(d) There are no easements or encroachments onto the Property by buildings or improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(e) Seller has the unimpeded power and Buyer to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(f) To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations.

9.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

9.3 Breach; Indemnification. If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement. Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to: (i) any breach by Seller of any of its agreement warranties or representations set forth in this Agreement, (ii) any amounts expended by Buyer to secure exclusive possession free of any occupant, or (iii) any amounts expended by Buyer to secure or have removed any tenants or occupants not disclosed herein.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1.1 through 6, inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Buyer's Title Policy to the Buyer and instruct the Madera County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Madera County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Proration of Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund.

10.4 Payment of Costs.

- a. **Cost Allocation.** Buyer shall pay the costs for the Buyer's Title Policy (non-extended ALTA owner's policy), the escrow costs, and the NHD Report ("**Buyer's Charges**"). Seller shall pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

NOTE: Buyer is a public agency and, therefore, is exempt from (i) recording charges applicable to the Grant Deed pursuant to Govt Code § 6103; and (ii) documentary transfer taxes pursuant to Revenue & Taxation Code § 11922.

- b. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other

party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report (“**Information Report**”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code §18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.8 Brokerage Commissions. Each party represents to the other that it is not represented by a broker. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

11. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT.

THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

JA
Seller's Initials

Buyer's Initials

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

To Seller: Francisco Holguin
27722 Pina Street
Madera, CA 93638

With a copy to: _____

To Buyer: City of Madera
205 West 4th Street
Madera, CA 93637
Attention: City Manager

With a copy to: Aleshire & Wynder, LLP
2440 Tulare Street Suite 410
Fresno, CA 93731
Attention: Shannon Chaffin, City Attorney

To Escrow Holder: Placer Title Insurance Company
413 W. Yosemite, Suite 102, Madera, CA 93367
Attn: Stacie Prado, Escrow Officer

13. GENERAL PROVISIONS.

13.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

13.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

13.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect including, but not limited to, any documents in the Condemnation Process.

13.8 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.9 Exhibits. Exhibits A, and B attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property Under Threat of Condemnation and Escrow Instructions as of the date set forth above.

Note: Sections 1.2 & 11 need to be separately initialed as applicable by the parties.

SELLER:

Francisco Holguin
Francisco Holguin

Dated: _____, 2024

Accepted and Agreed to:

ESCROW HOLDER:

PLACER TITLE INSURANCE COMPANY

By: _____
Laura Vierra
Escrow Officer

Dated: _____, 2024

BUYER:

CITY OF MADERA,
a municipal corporation

By: _____
Santos Garcia, Mayor

Dated: _____, 2024

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: _____
Shannon Chaffin, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
FOR CITY OF MADERA TANK SITE

All that portion of a parcel of land identified as Assessor's Parcel Number 038-030-028 on the year 2023 tax roll, situated in the Northeast quarter of Section 12, Township 11 South, Range 17 East, Mount Diablo Base & Meridian, in the City of Madera, County of Madera, State of California, more particularly described as follows:

The South 269.00 feet of the following described parcel:

Beginning at a point which bears South 0°03' East 1941.45 feet and North 89°42' West 30 feet from the northeast corner of said Section 12; thence South 0°03' East 702.45 feet; thence North 89°42' West 478.42 feet; thence North 0°03 1/2' West 702.2 feet; thence South 89°42' East 478.42 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the west 10 feet of the East 40 feet of the above described property as conveyed to the County of Madera in Deed dated December 13, 1967 and recorded January 18, 1968 in Book 1002, at page 85, Madera County Records and Deed dated January 12, 1968 and recorded January 25, 1968 in Book 1002, page 457 of Official Records.

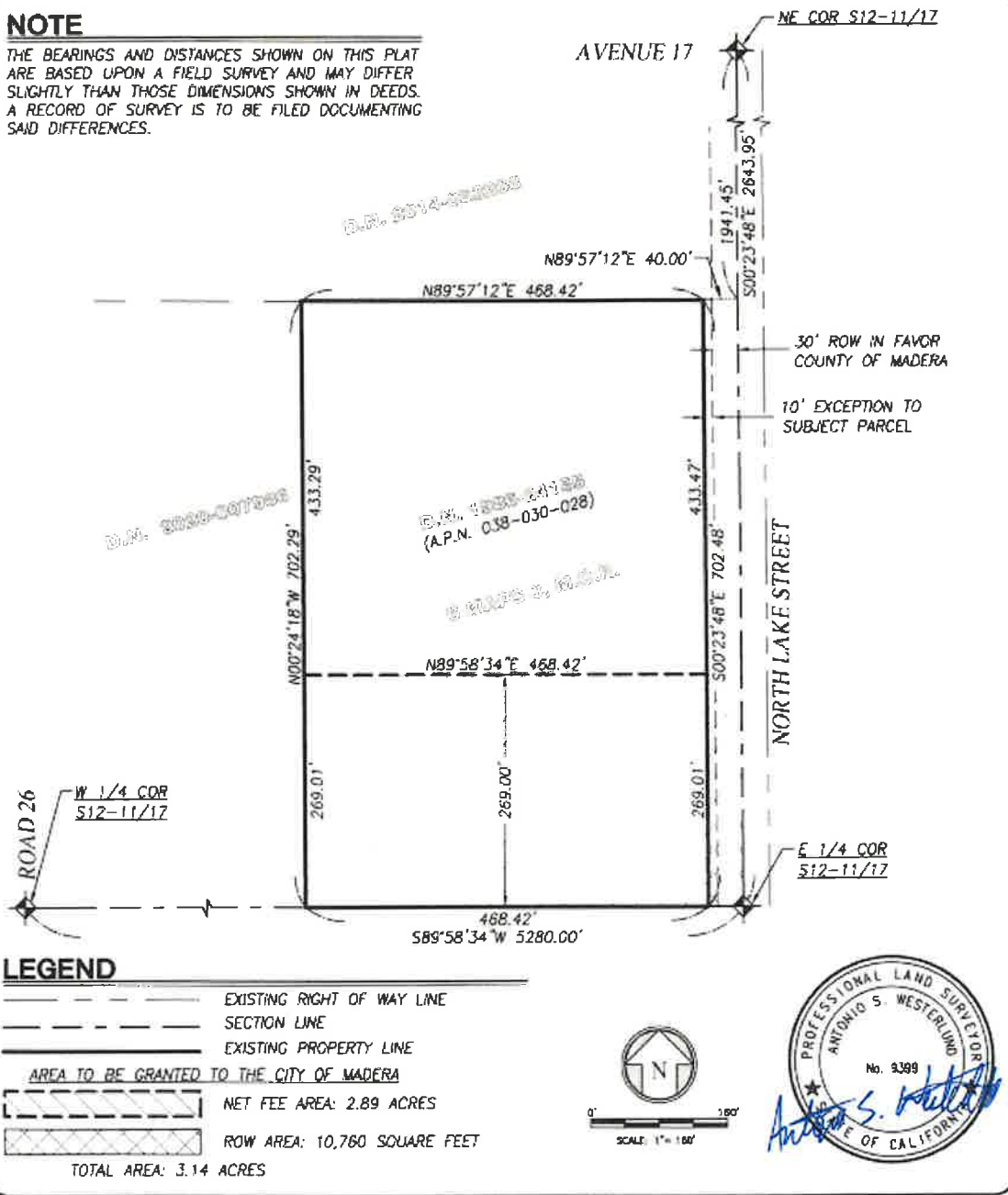
TOGETHER WITH any underlying fee interest to the east 40 feet of the south 269.00 feet of said Northeast quarter of Section 12 which would pass with title to the above description.

See attached Exhibit "B", attached hereto and made a part hereof.



NOTE

THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED UPON A FIELD SURVEY AND MAY DIFFER SLIGHTLY THAN THOSE DIMENSIONS SHOWN IN DEEDS. A RECORD OF SURVEY IS TO BE FILED DOCUMENTING SAID DIFFERENCES.



PROJECT NO.: 100483
 DRAWN BY: CR
 QA/QC BY: ASW
 SCALE: AS SHOWN
 SHEET NO.:
 1 OF 1

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION
CITY OF MADERA ACQUISITION



EXHIBIT B
GRANT DEED

**Recording requested by and
When Recorded Return to:**

CITY OF MADERA
205 W 4th Street.
Madera, CA 93637
Attn: City Clerk

APN. 038-030-028
THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computer on full value) is \$ 0
under R&T Code Section 11928

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below, FRANCISCO HOLGUIN ("**Grantor**") grants to CITY OF MADERA, a municipal corporation ("**Grantee**"), all of its rights, title, and interest in that certain real property in the City of Madera, County of Madera, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

_____, 2024

GRANTOR:

FRANCISCO HOLGUIN

ACCEPTANCE BY GRANTEE

By its acceptance of this Grant Deed, the City of Madera as "Grantee" hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of this Grant Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns.

2. The provisions of this Grant Deed are hereby approved and all terms and conditions accepted.

CITY OF MADERA

Dated: _____, 2024

By: _____
City Manager

**EXHIBIT A
LEGAL DESCRIPTION TO GRANT DEED**

All that portion of a parcel of land identified as Assessor's Parcel Number 038-030-028 on the year 2023 tax roll, situated in the Northeast quarter of Section 12, Township 11 South, Range 17 East, Mount Diablo Base & Meridian, in the City of Madera, County of Madera, State of California, more particularly described as follows:

The South 269.00 feet of the following described parcel:

Beginning at a point which bears South 0°03' East 1941.45 feet and North 89°42' West 30 feet from the northeast corner of said Section 12; thence South 0°03' East 702.45 feet; thence North 89°42' West 478.42 feet; thence North 0°03 1/2' West 702.2 feet; thence South 89°42' East 478.42 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the west 10 feet of the East 40 feet of the above described property as conveyed to the County of Madera in Deed dated December 13, 1967 and recorded January 18, 1968 in Book 1002, at page 85, Madera County Records and Deed dated January 12, 1968 and recorded January 25, 1968 in Book 1002, page 457 of Official Records.

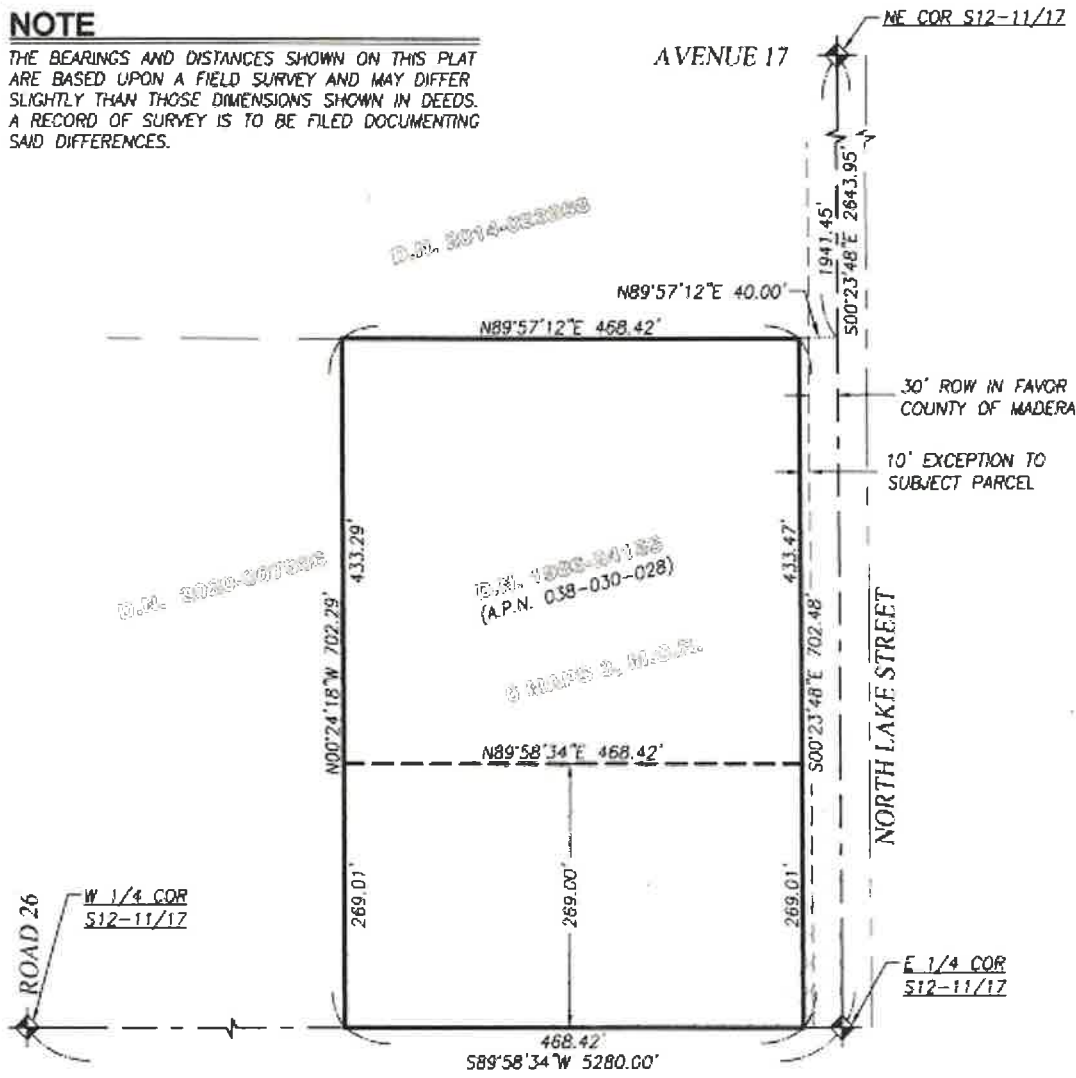
TOGETHER WITH any underlying fee interest to the east 40 feet of the south 269.00 feet of said Northeast quarter of Section 12 which would pass with title to the above description.

See attached Exhibit "B", attached hereto and made a part hereof.



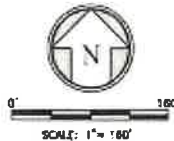
NOTE

THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED UPON A FIELD SURVEY AND MAY DIFFER SLIGHTLY THAN THOSE DIMENSIONS SHOWN IN DEEDS. A RECORD OF SURVEY IS TO BE FILED DOCUMENTING SAID DIFFERENCES.



LEGEND

- EXISTING RIGHT OF WAY LINE
 - SECTION LINE
 - EXISTING PROPERTY LINE
 - AREA TO BE GRANTED TO THE CITY OF MADERA
 - NET FEE AREA: 2.89 ACRES
 - ROW AREA: 10,760 SQUARE FEET
- TOTAL AREA: 3.14 ACRES

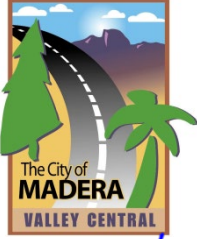


PROJECT NO.: 180483
 DRAWN BY: CR
 QA/QC BY: ASW
 SCALE: AS SHOWN
 SHEET NO.:
1 OF 1

EXHIBIT "B"

**PLAT TO ACCOMPANY DESCRIPTION
 CITY OF MADERA ACQUISITION**





REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: D-5

SUBJECT:

Caltrans State Route 145 Yosemite Avenue Project Cooperative Agreement – Local Only Contribution

RECOMMENDATION:

Adopt a Resolution Approving Cooperative Agreement – Local Contribution Only with State of California Department of Transportation (Caltrans) in the Amount of \$3,000,000

SUMMARY:

As part of the State Route 145 Yosemite Avenue Project (Project), Caltrans agreed to include certain other City requested improvements in the Project that were identified in the State Route 145 Yosemite Avenue as Downtown Main Street Plan (Downtown Plan) in conjunction with City of Madera (City) participation of \$3,000,000 approved by motion at the March 1, 2023 City Council (Council) meeting.

In order for Caltrans to continue the design of the project, the City commitment of \$3,000,000 must be formalized in an agreement.

DISCUSSION:

City staff is continuing to work with Caltrans staff and their consultant to include as many of the improvements identified in the Downtown Plan, as adopted by Council on April 15, 2020, into the Project as the \$3,000,000 makes possible.

During the presentation to the February 7, 2024, Council meeting, cost estimates provided a positive indicator that all or most of the improvements requested by the City would be included. This was based on an engineer's estimate of \$2.9 million dollars completed on January 24, 2024, for the 60 percent design drawings. Since that meeting, staff is confident that all requested improvements will be included.

In summary, those improvements include:

- Widened sidewalks between E Street and B Street
- Replacing existing street lighting with decorative lighting fixtures
- Adding additional decorative street lighting fixtures where fixtures are missing
- Installation of Rectangular Rapid Flashing Beacons at certain unsignalized intersections
- Landscaping within the proposed median islands and along the street

These features are in addition to many other items Caltrans was already building into the project including roundabouts, bike lanes and bus stops.

The typical agreement used by Caltrans is a Cooperative Agreement. In this case, it is referenced as Cooperative Agreement – Local Contribution Only (Agreement). As written, the Agreement strictly adheres to the criteria required by Caltrans. Deviation from the criteria either would require approval of changes at Caltrans headquarters or preparation of a different agreement type referred to as a Project Development Agreement. Both options would delay the process at a time Caltrans indicates is time sensitive. While the Agreement does not contain the provisions that staff would prefer such as “not to exceed \$3,000,000”, staff is nonetheless recommending the City accept the Agreement as it has written by Caltrans.

As written, the Agreement states that the City is contributing \$3,000,000 dollars without recognition of a circumstance in which costs do not match or exceed this value. Under most circumstances, staff as well as Council would object to this. Staff, however, is of the opinion that the actual cost likely will be greater and perhaps much greater than \$3,000,000. This opinion is based on:

- Current cost estimate of approximately \$2,900,000 completed on January 24, 2024.
- One or more items such as upgraded lighting finishes at roundabouts is not currently included in the estimate.
- The current cost estimate is based on current year values rather than an adjusted amount for the time when the project will be bid out in Spring of 2025. This was recently discussed with the Caltrans Project Manager. He agreed that this statement is probably true but could not confirm it at the time.
- The Caltrans Project Manager indicates costs are escalating at a rapid rate for Caltrans projects.

As indicated at the March 1, 2023 Council meeting, Council authorized use of Local Transportation Funds (LTF). As part of staff's presentation during that meeting, staff indicated there may be some potential to use Regional Surface Transportation Program (RSTP) funds. Given the current timing of the initial deposit of \$403,500 associated with the Agreement, staff is recommending use of the RSTP funds to the degree eligible per the funding source requirements. As invoices are received from Caltrans, staff may recommend use of either funding source depending on the relative benefits at the time.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as a result of assigning transportation funds toward the Project for the added improvements. Additional funding for landscape maintenance might come from the Downtown Association fund, which is not supported by the General Fund.

ALTERNATIVES:

The current design is progressing based on previously agreed-upon concepts. Alternatives for landscaping and aesthetics will be considered as part of the Council's discussion.

ATTACHMENTS:

1. Resolution – Approving Agreement
Exhibit A – Cooperative Agreement – Local Only Contribution

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION APPROVING COOPERATIVE AGREEMENT – LOCAL CONTRIBUTION ONLY WITH STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$3,000,000

WHEREAS, the City and State of California Department of Transportation (Caltrans) continue to work cooperatively toward completion of the Downtown Madera CAPM (more formally known to Caltrans as the *Pavement Preservation (Multi-Asset CAPM) in and near Madera from 0.1 mi south of Avenue 13 to 0.1 mi south of East Madera underpass*); and

WHEREAS, through a motion of the City Council (Council) on March 1, 2023 directed that as much as \$3,000,000 of Local Transportation Funds (LTF) could be made available to Caltrans for the purposes of including certain improvements in the Downtown Madera CAPM (CAPM) project not already incorporated into the project; and

WHEREAS, a Cooperative Agreement – Local Contribution Only (Agreement) that commits said \$3,000,000 of City funds to the CAPM project, must now be executed with the California Department of Transportation before additional substantive project design can proceed; and

WHEREAS, a deposit of \$403,500 is due and payable following execution of the Agreement; and

WHEREAS, staff, at the Council meeting on March 1, 2023, staff indicated there may be potential to use Regional Surface Transportation Program (RSTP) funds in lieu of LTF; and

WHEREAS, use of RSTP funds at this time assists in disbursement of funds requirement that are placed upon receipt of RSTP funds.

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

1. The above recitals are true and correct.
2. The agreement entitled “Cooperative Agreement – Local Contribution Only” is approved and attached as “Exhibit A”, with California Department of Transportation (Caltrans) in the amount of \$3,000,000.00. A copy of the Agreement shall be kept on file in the office of the City Clerk.
3. Council authorizes immediate payment of \$403,500 initial deposit utilizing Regional Surface Transportation Program (RSTP) or Local Transportation Funds (LTF) funding immediately with the remaining paid in response to monthly invoices for prior months expenditures.

4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Yosemite, West of B Street Cooperative Agreement – Local Contribution Only

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Mike Day, Project Manager
2015 E. Shields
Fresno, CA 93722
Office Phone: (559) 383-5247
Email: mike.day@dot.ca.gov

CITY OF MADERA

Keith Helmuth, City Engineer
428 E. Yosemite Avenue
Madera, CA 93638
Office Phone: (559) 661-5418
Email: khelmuth@madera.gov

COOPERATIVE AGREEMENT

Local Contribution Only

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Madera, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, *Pavement Preservation (Multi-Asset CAPM) in and near Madera from 0.1 mi south of Avenue 13 to 0.1 mi south of East Madera underpass* will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
4. CITY will contribute an amount of \$3,000,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
6. PARTIES hereby set forth the terms, covenants, and conditions for CITY's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.

8. CITY is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
9. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

10. All portions of this AGREEMENT, including the RECITALS section, are enforceable.
11. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).
12. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the work in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the work continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

13. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
14. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority,

or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

15. This AGREEMENT is intended to be PARTIES’ final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

16. CITY will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount (\$)
Local	Local/LTF	PS&E	273,000
Local	Local/LTF	Construction Support	47,000
Local	Local/LTF	Construction Capital	2,680,000
Total Funds			3,000,000

17. CALTRANS will invoice CITY for a \$403,500 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) expenditures. This deposit represents two (2) month of estimated support costs or one (1) month of estimated capital costs. The initial deposit will be split between components as listed below:

Component	Percent of Deposit
PS&E	11%
Construction Support	9%
Construction Capital	79%

18. Thereafter, CALTRANS will submit to CITY monthly invoices for the prior month's expenditures.
19. CITY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless CITY is paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
20. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

21. PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DRAFT

DEFINITIONS

CLOSURE STATEMENT - A document signed by PARTIES that verifies the completion of all obligations included in this AGREEMENT and in all amendments to this AGREEMENT.

FUNDING PARTY - A PARTY who commits a defined dollar amount to the PROJECT.

IMPLEMENTING AGENCY - The PARTY responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTY - An individual signatory agency in this AGREEMENT.

PARTIES - The term that collectively references all of the signatory agencies to this AGREEMENT.

SPONSOR - The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

DRAFT

PROJECT COMPONENT - A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, Section 14529(b).

- PID (Project Initiation Document) - The activities required to deliver the project initiation document for the PROJECT.
- PA&ED (Project Approval and Environmental Document) - The activities required to deliver the project approval and environmental documentation for the PROJECT.
- PS&E (Plans, Specifications, and Estimate) - The activities required to deliver the plans, specifications, and estimate for the PROJECT.
- R/W (Right of Way) SUPPORT - The activities required to obtain all property interests for the PROJECT.
- R/W (Right of Way) CAPITAL - The funds for acquisition of property rights for the PROJECT.
- CONSTRUCTION SUPPORT - The activities required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
- CONSTRUCTION CAPITAL - The construction contract funds for the PROJECT.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION**

City of Madera

Diana Gomez
District Director

Santos Garcia
Mayor

Verification of Funds and Authority:

Attest:

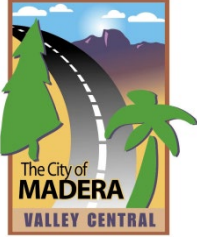
Claudia Juarez
District Resource Manager

Certified as to financial terms and policies:

Approved as to form and procedure:


Darwin Salmos
HQ Accounting Supervisor

DRAFT

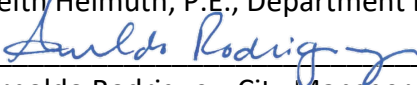


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, P.E., Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: D-6

SUBJECT:

Measure T 2024 Draft Expenditure Plan

RECOMMENDATION:

Adopt a Resolution Approving the Draft 2024 Measure T Expenditure Plan

SUMMARY:

Measure T was approved by voters in November 2006. This established the Madera County Transportation Authority (MCTA) and authorized a ½ cent retail and transaction and use tax for 20 years (between April 1, 2007 thru March 31, 2027) specifically to fund transportation projects and programs within Madera County (County). Measure T has generated over \$169 million to date and allowed the region to leverage an additional \$320 million in state and federal matching funds. It is expected to generate a total of \$219 million by its sunset date in 2027. A renewal was attempted unsuccessfully in 2022. Recognizing the critical importance of this funding to the region, MCTA moved forward with a new approach for a renewal in 2024 through a publicly driven process facilitated by MCTA staff and DKS Associates with additional support from City of Madera, City of Chowchilla and County of Madera staff(as a whole, County) .

DISCUSSION:

The 2024 Measure T Expenditure Plan (Plan) was developed through a comprehensive public outreach program that asked residents to identify their priorities for future transportation programs and projects. The Plan was developed by the Measure T Steering Committee (Committee) which met between October 2023 and April of 2024. Four members from each supervisorial district were independently selected based on applications submitted. A series of meetings and a tour of the County were held from October through April 2024.

Outreach included:

- Development of a Measure T website with all information relevant to past expenditures, plans, and impacts of Measure T on the County and the Cities of Chowchilla and Madera which was utilized by over 1,000 individuals.
- Over 30 meetings with community organizations and leaders representing diverse viewpoints.
- A series of nine Town Hall Public Meetings.
- Online engagement, including the use of a participatory budgeting tool to indicate support for proposed investments.
- Mailer to all County residents and businesses.
- Print ads in local newspapers promoting engagement opportunities.
- Social media ads and posts promoting engagement opportunities.

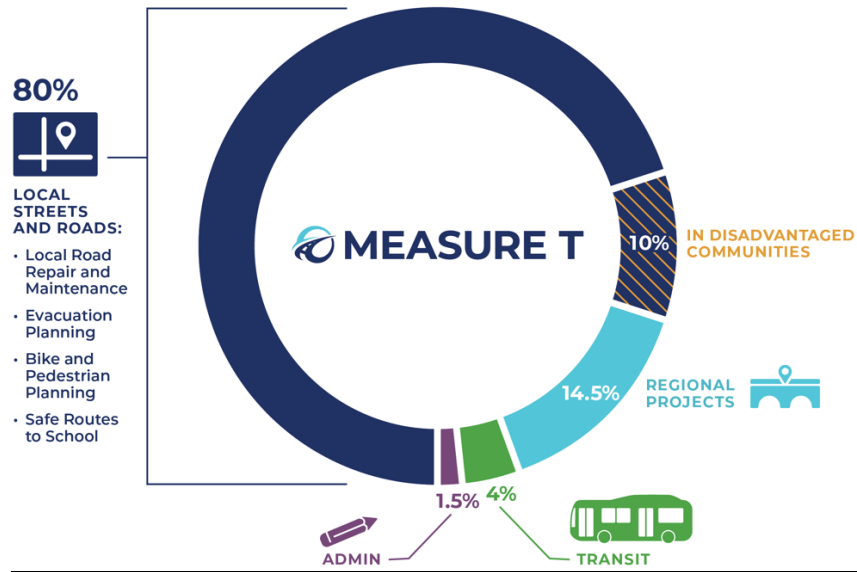
Additionally, two statistically valid telephone polls of all County residents were conducted. This information was provided to the Committee and was used as the foundation for the discussion as to how to move forward with a new plan. Each poll was previously presented to the MCTA Board (Board) to review results.

Measure Specifics

The Committee voted unanimously at its April 23, 2024, meeting to submit this proposed Plan for the Board's approval. The Board then considered the Plan on May 29, 2024 and directed that it be circulated to the local jurisdictions to consider approval. The entire Plan is attached for your review and reference. Highlights include the following specifics:

- Sunset to occur after 20 years.
- Generate approximately \$22 million per year based on ½ cent sales tax for an estimated total of \$440 million throughout the measure's lifetime.
- Allow local jurisdictions to continue to compete for State and Federal grants and leverage funds, thereby increasing revenues.
- Greater funding and transparency for the Citizens Oversight Committee (COC) to ensure projects and programs in the Plan are funded and/or completed.
- More aggressive outreach and education programs to encourage public participation in the development of Measure T Annual Work Plans.

Revenue Allocation:



80% - Local Control (\$352 Million with \$35.2 Million for Disadvantaged Communities)

Recognizing that streets are the backbone of our transportation system, this Plan provides 80 percent of revenue to local cities and Madera County, distributed primarily based on population adjusted annually based on Census Data from the State Department of Finance.

Each agency will annually identify specific streets and roads that will be prioritized for repair and/or refurbishment and hold annual public meetings to review the proposed Plan prior to adoption by the local agency and the MCTA board.

Each agency shall have the flexibility to allocate funds based on the unique needs of its communities to address:

- Local Street and Road Maintenance
- Evacuation Planning
- Safe Routes to School
- Bike and Pedestrian/Active Transportation

Ten percent of the funds will be allocated specifically for disadvantaged communities. For purposes of this measure, MCTA will use screening from the US Climate and Economic Justice Screening tool (CEJST). The tool uses datasets as indicators of burdens. The burdens are organized into categories. A community is highlighted as disadvantaged on the CEJST map if it is in a census tract that is (1) at or above the threshold for one or more environmental, climate, or other burdens, and (2) at or above the threshold for an associated socioeconomic burden.

In addition, a census tract that is completely surrounded by disadvantaged communities and is at or above the 50th percentile for low income is also considered disadvantaged. Agencies may also use California Climate Investments Priority Populations 2023, Enviro-screen, or other recognized data collector.

14.5% - Regional Projects (\$63.8 Million)

These funds will be used for planning, project development, right-of-way, and/or construction of major corridor capital projects. Proposed regional projects may be at different stages of implementation. All proposed projects will have been included in the most recently adopted MCTC Regional Transportation Plan. Local agencies will submit projects for consideration by the MCTA Board.

4% - Transit Services (\$17.6 Million)

Funds will be used for public transit operations, maintenance, and infrastructure improvements. They may also supplement local, state, and federal funds for cost of transit service. These funds will be allocated by population to public transit providers to support or enhance public transit service throughout the region. This may include increasing frequency of service, identifying new routes, and/or investing in ride sharing services. These funds may be used for specialized need-based door-through-door transportation and other services for all residents including students, seniors, veterans, and persons with disabilities.

1.5% Administrative Expense Cap (\$6.6 Million)

These funds may be used for the following tasks:

- Contracting with an independent financial auditor to review all annual Measure T revenues and expenses.
- Contracting with any additional auditor, consultant, etc. to perform additional reviews as needed.
- Maintenance of a Measure T specific website which will include information regarding the actions of the COC and updates as to how Measure T funds were used by local agencies.
- Staffing and support for the COC, including agendas, staff reports, minutes, and financial statements.
- General public outreach and support to provide transparency regarding Measure T expenditures and work performed by the agency.
- An annual bilingual report to include investments made by each agency using Measure T funds, including specific projects, tasks, or work performed:
 - Including project status (completions, milestones)

- Specific references to actual investments made by agency, by project, and by location.
- Any other required or necessary administrative task.
- Reimbursement for travel to and from COC meetings at the current Federal rate for mileage and public transit.
- Relevant training for members.

Expenditures on staff salaries, wages, benefits, and overhead necessary to administer the program will be limited to no more than one percent of the annual gross revenues provided by the measure.

<i>Table 1: Key Election Calendar Dates</i>	
Date(s)	Action
May 29, 2024	MCTA reviews and conceptually approves Expenditure Plan and sends it to Cities and County to adopt and requests County ratify Authority extended term (Resolution or Motion)
June 5, 2024	City of Madera Approves Expenditure Plan Resolution and Term Extension
June 11, 2024	County of Madera Approves Expenditure Plan Resolution and Term Extension
June 11, 2024	City of Chowchilla Approves Expenditure Plan Resolution and Term Extension
June 12, 2024	Special Meeting - MCTA 1 st Reading of Ordinance Approving Expenditure Plan and Measure T Extension (count call of election)
June 19, 2024	Regular Meeting - MCTA 2 nd Reading, Adopts Ordinance Approving Expenditure Plan and Measure T Extension [Need 2/3 vote of Board], and MCTA adopts Resolution requesting call for election and submitting ordinance to the Voters. [Need 2/3 Vote of Board]
July 9, 2024	County of Madera Approves Resolution Calling for Election and confirming items
August 9, 2024	Last Day to File Resolution with Board of Supervisors/ Election Office Requesting Consolidation with the Election <i>88 days prior to election</i>
November 5, 2024	Election Day

FINANCIAL IMPACT:

Passage of the Ordinance by Voters would not have a financial impact on the General Fund as the City currently receives funds from the current Measure T program. Rather, passage avoids possible impacts due to loss of funds if program expires on March 31, 2027.

ALTERNATIVES:

Not approve resolution. This action would result in overall failure of the Plan and beginning in 2027 impacts to the General Fund.

ATTACHMENTS:

1. Resolution
Exhibit A - Measure T 2024 Draft Expenditure Plan

Attachment 1

Resolution

RESOLUTION NO. 24-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE MEASURE T 2024 EXPENDITURE PLAN**

WHEREAS, since 1990, transportation improvements in Madera County have been supported by a ½ cent sales tax currently known as Measure T, which has funded many important transportation improvements that have been completed or are in progress in communities throughout Madera County; and

WHEREAS, Measure T has funded highway and interchange upgrades, road repair and improvements, public transit, bike and pedestrian safety and other programs to relieve traffic congestion and provide safe and affordable transportation options for all residents throughout Madera County; and

WHEREAS, Measure T provides approximately \$16 million per year in locally controlled funding for local transportation projects and has allowed the local jurisdictions to leverage state and federal matching funds to make priority repairs and transportation improvements to meet Madera County’s transportation needs; and

WHEREAS, Measure T provides local control by directly funding transportation improvements in the, City of Madera, City of Chowchilla, and communities throughout unincorporated Madera County; and

WHEREAS, Measure T expires in 2027 even though transportation funding needs remain paramount in the County;

WHEREAS, pursuant to Public Utilities Code Section 180206, the Madera County 2006 Transportation Authority (the “Authority”) has prepared a county transportation expenditure plan, known as the Measure T 2024 Expenditure Plan (“Expenditure Plan”), to be used in connection with a renewal of Measure T past the 2027 deadline; and

WHEREAS, the Expenditure Plan was prepared with the assistance of a steering committee comprised of stakeholders, including representatives from each county supervisorial district; and

WHEREAS, community surveys, mailers and public meetings were held to gain input from the community; and

WHEREAS, the Expenditure Plan is hereby presented to the Madera City Council and is attached as Exhibit A hereto; and

WHEREAS, pursuant to Public Utilities Code Section 180206, Expenditure Plan must be approved by the City of Madera;

WHEREAS, the City Council hereby desires to approve the extension Measure T and the Expenditure Plan.

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. Pursuant to Public Utilities Code Section 180206 and applicable law, the City Council hereby approves of the Measure T 2024 Expenditure Plan presented herewith to the Council and attached hereto as Exhibit A and by this reference incorporated herein, with such changes as may be approved by the Authority in connection with its final approval of the Expenditure Plan.
3. The City Council approves of the extension of the term of the Authority to implement the Expenditure Plan and future renewals of Measure T and expenditure plans related to Measure T.
4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Measure T 2024 Draft Expenditure Plan

Measure T 2024

DRAFT Expenditure Plan

Madera County voters are being asked to renew Measure T as a 20-year, ½ cent sales tax to continue to maintain and improve local streets and roads and the overall transportation systems.

The 2024 Measure T Expenditure Plan (“Plan”) was developed through a comprehensive public outreach program that asked residents to identify their priorities for future transportation programs and projects. The plan was developed by the Measure T Steering Committee which met between October 2023 and April of 2024. Four members from each supervisorial district were independently selected based on applications submitted.

Outreach included:

- Development of a Measure T website with all information relevant to past expenditures, plans, and impacts of Measure T on the County and the Cities of Chowchilla and Madera.
- Over 30 meetings with community organizations and leaders representing diverse viewpoints.
- A series of nine Town Hall Public Meetings.
- Online engagement, including the use of a participatory budgeting tool.
- Mailer to all County residents and businesses.
- Print ads in local newspapers promoting engagement opportunities.
- Social media ads and posts promoting engagement opportunities.

Additionally, two statistically valid telephone polls of all County residents were conducted. The Plan has been unanimously supported and approved by the Madera County Transportation Authority, the City of Chowchilla, the City of Madera, and the Madera County Board of Supervisors.

The renewal of Measure T will:

- Generate approximately \$22 million per year based on ½ cent sales tax for an estimated total of \$440 million throughout the measure’s lifetime.
- Be used for LOCAL projects and LOCAL priorities, prohibiting Sacramento from taking possession of these funds.
- Allow local jurisdictions to continue to compete for State and Federal grants and leverage funds, thereby increasing revenues.
- Deliver an Expenditure Plan with an **increased** emphasis on local streets and roads maintenance; and
- Include a Citizens Oversight Committee (COC) to ensure projects and programs in the Plan are funded and/or completed.

The Expenditure Plan

Revenue Estimates and Distribution

Over the 20-year plan, it is estimated that \$440 million will be generated for local transportation investments. The estimated \$440 million was calculated based on a five-year average of sales tax revenues throughout the county, which was then reduced to reflect a conservative estimate.

The estimated revenue and allocation among categories are based on the 2024 value of money and are not binding or controlling. Transportation sales tax funds shall be allocated based on the percentage of revenue received.

This funding will serve as an investment that will leverage future local, State, and Federal grant opportunities. Funds will be used for all phases of project implementation, including planning, environmental, permits, design, right-of-way, and/or construction capital and operations projects. State and Federal fund sources that may also be used to implement transportation projects and programs in the next decade include the State Regional Transportation Improvement Program (STIP), Inter-Regional Transportation Improvement Program (ITIP), Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, [BIL]), Federal Congestion Mitigation Air Quality, Regional Surface Transportation Funds, and Local Funding (e.g., developer fees, general funds, and Transportation Development Act funds).

All revenue estimates and allocations in this Plan are for illustrative purposes. Actual net revenues may fall above or below the projections in the Expenditure Plan; therefore, actual revenue allocations to each category will be based on the percentages contained herein.

No revenue generated from this tax shall be used to replace fair share contribution from new development.

Revenues provided from this measure shall not be used to replace private developer funding that has been or will be committed for any project to help alleviate the direct traffic impacts of any new or redeveloped residential, commercial, or industrial development in Madera County or its cities.

Maintaining Local Transportation Funding Efforts

The local jurisdictions will certify in an annual verification submitted to Madera County Transportation Authority (MCTA) that these transportation funds will be used to augment and not supplant local resources spent. For purposes of this calculation an average of the prior three (3) years spent for local transportation purposes as defined in the Ordinance will be used.

Eligibility Verification

The cities and County will select transportation projects that meet the eligibility criteria identified in this Plan. The local jurisdictions will certify in the annual verification submitted to the MCTA that these transportation funds were used for eligible expenses.

Local Streets and Roads, 80% with 10% Set Aside for Disadvantaged Communities

\$352 Million Total with \$35.2 Million for Disadvantaged Communities

Recognizing that streets are the backbone of our transportation system, this Plan provides funds to local cities and Madera County, distributed primarily based on population adjusted annually based on Census Data from the State Department of Finance.

Each jurisdiction will annually identify specific streets and roads that will be prioritized for repair and/or refurbishment and hold annual public meetings to review the proposed plan prior to adoption by the local jurisdiction and the MCTA board.

Each jurisdiction shall have the flexibility to allocate funds based on the unique needs of its communities to address:

- *Local Street and Road Maintenance*
- *Evacuation Planning*
- *Safe Routes to School*
- *Bike and Pedestrian/Active Transportation*

Definition of Local Streets and Roads

Local Streets and Roads include roads that primarily serve local and regional traffic in the City and County areas, including Local neighborhood/residential streets, Major/Minor Collectors, Principal/Minor Arterials, and Local Expressways, as well as local alley ways.

These funds may be used for:

- Repair and maintenance of local roadways. These funds must be used to augment current transportation spending and cannot be used to replace a local jurisdiction's general fund expenditures.
- Upgrades to local intersections, road widening, signalization, bridge replacements and/or traffic calming methods.
- Projects that include local connectivity between communities, local schools, trails, and recreation facilities.
- Evacuation planning and preparedness.

- Maintaining, improving, or constructing streets, roads, bridges, and bicycle and pedestrian facilities.
- Community enhancements, such as downtown streetscapes, transportation enhancements, wayfinding, and accessibility improvements, street lighting, street furniture, and trees.
- Safety improvements.
- Programs that reduce transportation demand.
- Storm damage repair to transportation facilities.
- Roadway facilities.
- Traffic signal coordination, intersection and channelization, and traffic management.
- Alleys, pathways, and other routes.
- Stormwater collection management to prevent roadway flooding, prioritizing locations of historic flooding and/or washouts.
- Funds may be used for regional or transit projects as defined in the plan at the discretion of the jurisdiction.

Definition of Disadvantaged Communities

For purposes of this measure, MCTA will use screening from the US Climate and Economic Justice Screening tool (CEJST). The tool uses datasets as indicators of burdens. The burdens are organized into categories. A community is highlighted as disadvantaged on the CEJST map if it is in a census tract that is (1) at or above the threshold for one or more environmental, climate, or other burdens, and (2) at or above the threshold for an associated socioeconomic burden.

In addition, a census tract that is completely surrounded by disadvantaged communities and is at or above the 50% percentile for low income is also considered disadvantaged. Jurisdictions may also use California Climate Investments Priority Populations 2023, Enviro-screen, or other recognized data collector.

Regional Projects, 14.5%

\$63.8 Million

These funds will be used for planning, project development, right-of-way, and/or construction of major corridor capital projects. Proposed regional projects may be at different stages of implementation. All proposed projects will have been included in the most recently adopted MCTC Regional Transportation Plan. Local jurisdictions will submit projects for consideration and/or approval by the MCTA Board.

Transit, 4%

\$17.6 Million

Funds will be used for public transit operations, maintenance, and infrastructure

improvements. They may also supplement local, state, and federal funds for cost of transit service. These funds will be allocated by population to public transit providers to support or enhance public transit service throughout the region. This may include increasing frequency of service, identifying new routes, and/or investing in ride sharing services. These funds may be used for specialized need-based door-through-door transportation and other services for all residents including students, seniors, veterans, and persons with disabilities.

1.5% Administrative Expense Cap

\$6.6 Million

These funds may be used for the following tasks:

- Contracting with an independent financial auditor to review all annual Measure T revenues and expenses.
- Contracting with any additional auditor, consultant, etc. to perform additional reviews as needed.
- Maintenance of a Measure T specific website which will include information regarding the actions of the COC and updates as to how Measure T funds were used by local agencies.
- Staffing and support for the COC, including agendas, staff reports, minutes, and financial statements.
- General public outreach and support to provide transparency regarding Measure T expenditures and work performed by the jurisdictions.
- An annual bilingual report to include investments made by each jurisdiction using Measure T funds, including specific projects, tasks, or work performed:
 - Including project status (completions, milestones)
 - Specific references to actual investments made by jurisdiction, by project, and by location.
- Any other required or necessary administrative task.
- Reimbursement for travel to and from COC meetings at the current Federal rate for mileage and public transit.
- Relevant training for members.

Expenditures on staff salaries, wages, benefits, and overhead necessary to administer the program will be limited to no more than one percent (1%) of the annual gross revenues provided by the measure.

Safeguards Built Into The Plan

This Expenditure Plan includes taxpayer safeguards to ensure that the projects and programs allowed by voters are funded and delivered.

Citizens Oversight Committee (COC)

An independent Citizens Oversight Committee will be created to provide an enhanced level of accountability for expenditures made under the Plan to ensure that the financial integrity and performance of the program(s) are maintained. The committee will include one representative and one alternate from each Supervisorial District. These are all volunteer positions. Members will be selected based on a review of applications and/or interviews conducted by the current COC Chair, the finance officer from the Madera County Transportation Commission (MCTC), and a third mutually agreed upon individual preferably with a background in accounting and/or citizen oversight. Applicants with accounting, transportation, or government experience are encouraged to apply but this experience is not a requirement. Members will then be approved by the MCTA Board. Members must meet the following criteria:

- Be a United States citizen, over 18, and a resident of the District represented.
- Not be a current or former elected official less than three years out of office.
- Not be a public employee, spouse, or child of any of the MCTC member agencies or MCTC.
- Not be a former public employee of any of the MCTC member agencies or MCTC with less than three years from separation.
- Agree to complete California Statements of Economic Interest (Form 700) on an annual basis.

Appointments will be for four years with the first committee members from District 2 and 4 serving two years and four years thereafter. The COC will select a Chair every two years who will be responsible for conducting the meeting; however, this position has no greater authority than any other member. The Chair will make formal presentations to the MCTA Board on not less than a quarterly basis.

The Citizens Oversight Committee will be governed by its own bylaws which will be adopted by the Citizens Oversight Committee.

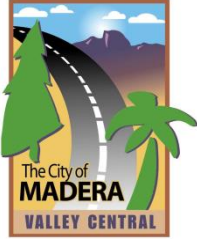
Annual Independent Audit and Annual Reporting

The COC may select qualified firms to provide an additional review of the completed annual fiscal and compliance audits, submitted expenditure reports, and any other available information to assure that the revenues expended are reasonable and compliant with the approved Expenditure Plan. The audits and the Annual Report must be published and made available to the public.

Sunset Date

This measure terminates in 20 years.

DRAFT



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: D-7

SUBJECT:

Temporary authority for the City Manager to offer higher than C-step for Deputy City Engineer, Senior Civil Engineer, and Senior Planner candidates

RECOMMENDATION:

Adopt a Resolution providing the City Manager temporary authority to offer candidates considered for Deputy City Engineer, Senior Civil Engineer, and Senior Planner positions higher than C-step on the assigned salary range for the classifications for a period not to exceed twelve (12) months

SUMMARY:

The City of Madera has Personnel Rules and Regulations that provide the framework for administration of the City's Civil Service System, including hiring of employees and assignment to the City's salary schedule. Specifically, Rule XII. Salary and Merit Increases, Section 2. Assigned to Salary Schedule, states:

Each position in the City's Classified Service shall be assigned a range number in accordance with the normal initial compensation and salary steps of such classification of employment as shown in the salary schedule.

(a) The first step of the salary schedule of the particular job classification shall apply to employees upon original appointment. However, the City Administrator [Manager] may appoint at any step up to and including the third step, if it is found not practical or possible to recruit qualified personnel at the first step or if the employee's background merits it.

The requested action is to provide the City Manager temporary authority for a period not to exceed twelve (12) months to offer candidates for the specific classifications of Deputy City Engineer, Senior Civil Engineer, and Senior Planner higher than C-step (third step) on the six (6)

step salary range for the position if their education and experience support starting at a higher step.

DISCUSSION:

The City currently has one (1) vacant Deputy City Engineer position, two (2) vacant Senior Civil Engineer positions, and one (1) vacant Senior Planner. Individuals in these classifications are considered advanced journey-level professionals and bring several years of applicable work experience with them. They are often well-seasoned professionals who are currently earning at the higher end of the applicable salary range and offering a lower salary does not result in job-offer acceptance.

The City's Personnel Rules and Regulations provide that the City Manager has authority to offer up to the third step in the assigned salary range, or C-step. The City's salary ranges have a total of six (6) steps, labeled as steps A through F. The requested action would provide the City Manager with temporary authority to offer candidates for Deputy City Engineer, Senior Civil Engineer, and Senior Planner up to F-step, depending on the applicant's qualifications.

FINANCIAL IMPACT:

All positions being considered are included in the adopted budget. Actual expenditures will be determined by specific step placement within the adopted salary range for the position once hired.

ALTERNATIVES:

Council could direct staff to explore additional compensation elements for attracting qualified professional engineers and planners.

ATTACHMENTS:

1. Resolution

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
PROVIDING THE CITY MANAGER TEMPORARY AUTHORITY TO OFFER DEPUTY CITY ENGINEER,
SENIOR CIVIL ENGINEER, AND SENIOR PLANNER CANDIDATES HIGHER THAN C-STEP ON THE
ASSIGNED SALARY RANGE**

WHEREAS, the City of Madera (the “City”) has an adopted set of Personnel Rules and Regulations; and

WHEREAS, said Rules and Regulations provide that the City Manager may appoint new hires up to the third step (Step-C) of the assigned salary range for the job classification they are being hired to; and

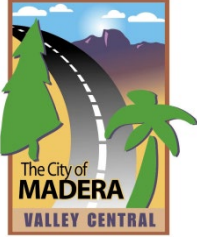
WHEREAS, the City is in critical need of qualified staff with significant industry experience in both the planning and engineering departments; and

WHEREAS, upon analysis of prior work experience and qualifications, it may be prudent to offer applicants for the positions of Deputy City Engineer, Senior Civil Engineer, and Senior Planner higher than C-Step in order to secure their employment with the City of Madera.

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

1. The above recitals are true and correct.
2. For a period of twelve (12) months beginning June 6, 2024, the City Manager is authorized to offer a salary step higher than C Step to qualified applicants for the positions of Deputy City Engineer, Senior Civil Engineer, and Senior Planner upon analysis of work experience and qualifications.
3. This authorization will terminate after twelve (12) months.
4. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: E-1

SUBJECT:

Madera Subbasin Joint Groundwater Sustainability Plan (GSP) – Consideration of GSP Five-Year Update Relative to Participation

RECOMMENDATION:

Receive update and provide direction regarding information relative to participation in the cost of the GSP Five-Year Update (Update)

SUMMARY:

As part of the City Council (Council) meeting of April 3, 2024, Council provided direction relative to participation in the cost of preparing the Update as well as in the domestic water well mitigation program. In accordance with Council's direction, the City notified Madera County (County) of Council's direction to staff. This direction was different than that which was recommended by the Madera Irrigation District (MID). The County subsequently indicated that they need all four GSAs to participate in the GSP cost according to only one single formula.

DISCUSSION:

Five-Year Update Participation

As part of the April 3, 2024 Council meeting, Council directed staff to present an offer to the County that it would participate in the Update based on proportional percentage of acreage in the City relative to the total amount contained within the Madera Subbasin. The participation based on the previously reported value of 10,100 acres within the GSP is 3.1 percent. Subsequent to reporting this value, staff realized that it did not include annexations that have occurred since

the initial GSP was prepared. Without preparing a detailed tally, those annexations likely increased the GSA’s area by more than 2,100 acres to a total that now exceeds 12,200 acres. This would have a corresponding increase in impact that would increase the 3.1 percent value presented to the Council to greater than 3.7 percent.

The City’s selection of participation conflicts with MID’s proposal that costs be shared based on the effort required by the consultant for each GSA. As such, the County has now indicated that all GSAs must agree to a common methodology. Of note, prior to the April 3 Council meeting, staff had confirmed with the County that the City was not obligated to agree to the proposal by MID. Rather, it could make a selection of its preference. Staff was not told that all GSAs had to agree to the same methodology.

The basis for the MID proposal is that “there will be significantly more time and effort required on behalf of some GSAs based on their progress (or non-progress) than others who have completed their projects and are well ahead of the implementation schedule”.

Given the conflict in proposed methodologies, staff reached out to MID in an effort to gauge how steadfast they were in their position. MID indicated they will be maintaining their position that costs should be shared on the basis of actual effort required on behalf of each GSA. It was reiterated that they believe the effort will be greater for those that have not made progress and less for those that have. This assertion may be true for MID but is likely far less certain for the City. It could also be asserted that actual costs could include one quarter of the costs to prepare of those portions of the report that may not rely on individual GSA progress and rerunning the model to whatever degree it needs to be updated as two examples of what may be many. In response to staff’s summary of the conversation with MID to the County, the County contacted the consultant to get an opinion of costs per GSA. Initially, the consultants answer was that it was hard to accurately estimate at this time.

About a week later, staff did receive an estimate of cost from the consultant based on assumed effort per zone. The estimate assumed certain tasks would be split equally. Those tasks, their total value and split per GSA are presented in the following GSA Cost Summary table:

Table 1: GSA Cost Summary					
Task	Total Task Cost	Agency			
		MID	City	Madera Water District	County
Task 1 - Project Management and Coordination	\$19,220	Equal \$4,805	Equal \$4,805	Equal \$4,805	Equal \$4,805
Task 2 - Project Technical Meetings and Outreach	\$84,093	Equal \$21,023.25	Equal \$21,023.25	Equal \$21,023.25	Equal \$21,023.25

Task 3 – Planning and Coordination	\$50,498	Equal \$12,624.50	Equal \$12,624.50	Equal \$12,624.50	Equal \$12,624.50
Task 4 – Evaluate and Update GSP Implementation Progress	\$96,580	20% \$19,316	20% \$19,316	20% \$19,316	40% \$38,632
Task 5 – Reevaluate and Revise GSP Contents	\$133,504	20% \$26,700.80	20% \$26,700.80	20% \$26,700.80	40% \$53,401.60
Task 6 – Prepare and Submit the Periodic Evaluation and Updated GSP	\$55,016	20% \$11,003.20	20% \$11,003.20	20% \$11,003.20	40% \$22,006.40
Total	\$438,911	\$95,472.75	\$95,472.75	\$95,472.75	\$152,492.75

Given the above discussion, staff is requesting direction from Council as to whether it wishes to revise direction with regard to level of participation into the cost of the Five-Year Update. Staff’s original opinion was that a split on the basis of acreage or the method proposed by MID that accounts for effort associated with each individual GSA be utilized rather than a 25 percent split. It did not recommend one or the other.

As a reminder, it is anticipated funding for the Update will be provided by the four GSAs that are a party to the GSP. The proposed consultant fee is \$438,911. While consultant fees for the original GSP were largely paid by grants, it is not currently anticipated grant funds will be available. As such, the fees would need to be split amongst the four GSAs.

Possible funding allocation splits include:

- Split equally
 - \$109,727 per GSA
- Split by GSA acreage
 - City – Approximately 3.7% or \$16,240 based on 12,200 acres
 - County – 54.6% or \$239,786 based on 177,800 acres (or as may be adjusted downward as a result of City annexations)
 - MID – 41.1% or \$180,514 based on 133,850 acres (or as may be adjusted downward as a result of City annexations)
 - MWD - \$1.1% or \$4,990 based on 3,700 acres
- Based on actual effort associated with each GSA – 95,472.75 - See Cost Summary table for details.

Domestic Well Mitigation

At present, there has been no objection to the Council direction that we participate based on impacts to the Madera Subbasin, current estimate at 3% is based on the last credible values from

previous year's impacts.

FINANCIAL IMPACT:

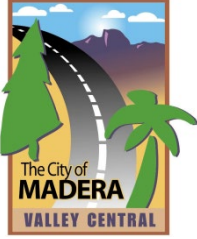
It is not anticipated there will be an impact to the City's General Fund as directly related to this report. Cost impacts associated with the Update and domestic well mitigation, are at this time believed to be tied to the Water Fund. Should that change, the General Fund would be the likely source of funding.

ALTERNATIVES:

This report currently seeks input based on various alternatives included within the report itself. Staff is grateful for any other alternatives Council may present.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: E-2

SUBJECT:

Mayor's Appointments to the San Joaquin River Conservancy Board

RECOMMENDATION:

Approve a Minute Order Approving the Mayor's Appointment to the San Joaquin River Conservancy Board

BACKGROUND:

Every two years, the Mayor reviews a list of committee assignments to determine the Council's interest in serving as the City's representative to various outside boards, commissions, and committees to serve a two-year term. The Mayor is responsible for appointing members of the City Council to serve on various local and regional committees and organization boards, as well as liaisons for City initiatives. The most recent committee assignments were determined on February 1, 2023. On May 1, 2024 Councilmember Anita Evans submitted her resignation to serve on the San Joaquin River Conservancy (SJRC), creating a vacancy on the board.

DISCUSSION:

On February 1, 2023, Mayor Garcia proposed new appointments to outside boards and commissions also known as Mayor's Appointments. Due to the recent resignation of Councilmember Evans from the San Joaquin River Conservancy Board, Mayor Garcia, with the City Council's approval, shall appoint a new member of the Council to serve as the primary representative on the SJRC Board. Per the City Attorney, it is necessary for the Council to approve the Mayor's appointments. This is based on Government Code Section 40605 states as follows:

"In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all

appointments to boards, commissions, and committees unless otherwise specifically provided by statute.”

FINANCIAL IMPACT:

There is no financial impact as Councilmembers are provided a flat stipend and do not receive additional compensation for serving on additional boards, commissions, or committees.

ALTERNATIVES:

In the event the Council does not approve the appointment, the Mayor has the prerogative to make an alternative appointment for submission to the Council at a future date.

ATTACHMENTS:

1. Mayor’s Appointments to Outside Boards Worksheet

<i>2023 & 2024 Mayor's Appointment Worksheet</i>				
<i>Committee</i>	<i>2021 & 2022 Appointments</i>		<i>2023 & 2024 Appointments</i>	
	<i>Primary Councilmember</i>	<i>Alternate Councilmember</i>	<i>Primary Councilmember</i>	<i>Alternate Councilmember</i>
Central California Women's Facility (CCWF) Citizens Advisory Board	Councilmember Evans	Councilmember Villegas	Councilmember Evans	Mayor Pro Tem Mejia
Madera County Local Child Care and Development Planning Council (LPC) Steering Committee	Councilmember Villegas	Councilmember Evans	Councilmember Villegas	Councilmember Evans
Community Action Partnership of Madera Co. Inc. (CAPMC)	Councilmember Montes	Councilmember Villegas	Councilmember Montes	Councilmember Evans
Madera County Economic Development Commission (EDC)	Mayor Garcia	Councilmember Rodriguez	Mayor Garcia	Councilmember Rodriguez
Madera County Transportation Commission (MCTC)	Councilmembers Gallegos & Rodriguez	Mayor Garcia	Councilmembers Gallegos & Rodriguez	Mayor Garcia
San Joaquin River Conservancy (SJRC)	Mayor Garcia	Councilmember Evans	Vacant	Mayor Pro Tem Mejia
<i>City Selection Committee – The Mayors of Madera and Chowchilla serve on this committee. The City Selection Committee is administered by the Madera County Clerk of the Board – The City Selection Committee meets as needed to make appointments to LAFCO and SJVAPCD Citizen Advisory Committee</i>				
<i>Committee</i>	<i>2021 & 2022 Appointments</i>		<i>2023 & 2024 Appointments</i>	
	<i>Primary Councilmember</i>	<i>Alternate Councilmember</i>	<i>Primary Councilmember</i>	<i>Alternate Councilmember</i>
Local Agency Formation Commission (LAFCO)	Councilmember Rodriguez	<i>Councilmember Montes Effective 1/23/20-1/31/24</i>	Appointments are made by the City Selection Committee	
San Joaquin Valley Air Pollution Control District Citizen Advisory Board (SJVAPCD)	Appointments are made by the City Selection Committee			

SJVAPCD Special City Selection Committee - Valley-wide Special City Selection Committee is charged with making appointments of City representatives to the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Governing Board

<i>Committee</i>	<i>2021 & 2022 Appointments</i>		<i>2023 & 2024 Appointments</i>	
	<i>Primary Councilmember</i>	<i>Alternate Councilmember</i>	<i>Primary Councilmember</i>	<i>Alternate Councilmember</i>
SJVAPCD Special City Selection Committee	Councilmember Gallegos	Councilmember Montes	Mayor Garcia	Councilmember Evans
San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) Governing Board	<i>Appointments are made by the SJVAPCD Special City Selection Committee (SJVAPCD Central Region-Small City Rotation)</i>			

Committee Information List

Central California Women’s Facility (CCWF) Citizens Advisory Board

CCWF

Courtney Waybright, Community Resource Manager (A)
23370 Road 22, Chowchilla 93610
Phone: (559) 665-5531, ext. 5104
Courtney.Waybright@cdcr.ca.gov

Valley State Prison (VSP)

Tracy Costa, Community Resource Manager
21633 Ave. 24, Chowchilla 93610
Phone: (559) 665-6100 ext. 5474
Tracy.costa@cdcr.ca.gov

Meets 2nd Tuesday of the month at 3:00 p.m. virtually via Zoom

Madera County Local Child Care and Development Planning Council (LPC) Steering Committee

Gabriela Maher, Administrative Assistant
Madera Co. Office of Education (MCOE)
1105 S. Madera Ave., Madera 93637
Phone: (559) 673-6051/(559) 662-3825
gmaher@mcsos.org

Meets quarterly at 11:30 a.m.-1:30 p.m. virtually via Zoom

Community Action Partnership of Madera Co. Inc. (CAPMC)

Cristal Sanchez, Assistant to Executive Director
1225 Gill, Madera
Phone: (559) 673-9173/559-675-5748
c.sanchez@maderacap.org

Meets 2nd Thursday at 5:30 p.m. at CAPMC Board Room

San Joaquin River Conservancy

Vanessa Gavina, Staff Services Analyst
5469 E. Olive Ave., Fresno
Phone: (559) 253-7324
Vanessa.Gavina@sjrc.ca.gov

Meets 3rd Wednesday at 10:00 a.m. March-October and 10:30 a.m. November-February at Fresno Metropolitan Flood Control Office /Zoom

Local Agency Formation Commission (LAFCO)

Joann Zuniga, Administrative Assistant
Madera County
200 W. 4th Street
Phone: (559) 675-7821
Joann.Zuniga@maderacounty.com

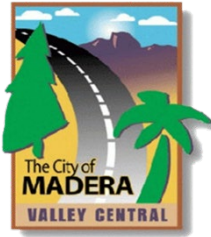
Each city appoints a primary member. Alternate is one appointment from either city. Meets on the 4th Wednesday at 6:00p.m. at Madera Co. Government Center

San Joaquin Valley Air Pollution Control District Citizen Advisory Board (SJVAPCD)

Katrina Rojas, Interim Deputy Clerk to the Boards
1990 E. Gettysburg, Fresno
Phone: (559) 230-6001
Katrina.Rojas@valleyair.org

City selection committee appointment. Informational Only.
Meets 1st Tuesday at 10:00 a.m. at Fresno Office/Zoom

<p>Madera County Economic Development Commission (EDC) Lois Leonard, Office Manager 2425 W. Cleveland Ave., Madera Phone: (559) 675-7768 lleonard@maderacountyedc.com</p> <p>Executive Committee meets monthly 2nd Wednesday at 3:00 p.m. Commission meets quarterly 2nd Wednesday at 3:00 p.m. virtually via Zoom</p>	<p>SJVAPCD (SJV) Special City Selection Committee Katrina Rojas, Interim Deputy Clerk to the Boards 1990 E. Gettysburg, Fresno Phone: (559) 230-6001 Katrina.Rojas@valleyair.org</p> <p>The valley-wide Special City Selection Committee is charged with making appointments of city representatives to the SJVAPCD Governing Board. Meets as needed at Fresno office/Zoom</p>
<p>Madera County Transportation Commission (MCTC) Sandy Ebersole, Administrative Analyst 2001 Howard Rd., Ste. 201, Madera Phone: (559) 675-0721 sandy@maderactc.org</p> <p>Meets 3rd Wednesday at 3:00 p.m., MCTC Board Room/Zoom</p>	<p>San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) Governing Board Katrina Rojas, Interim Deputy Clerk to the Boards 1990 E. Gettysburg, Fresno Phone: (559) 230-6001 Katrina.Rojas@valleyair.org</p> <p>Meets the third Thursday at 9:00 a.m. at Fresno office/Zoom</p>



Madera City Council Meeting
June 5, 2024
Agenda Item: E-3

**PG&E Policy and Customer
Resource Update**
(Report by Nathan Alonzo, PG&E)

There is no written report for this item.