



## REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4<sup>th</sup> Street, Madera, California 93637

### NOTICE AND AGENDA

Wednesday, August 7, 2024  
6:00 p.m.

Council Chambers  
City Hall

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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](http://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: 813 7791 4237#. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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#### **CALL TO ORDER:**

**ROLL CALL:** Mayor 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:** Fred Thurman, New Life Assembly

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:** None

#### **PUBLIC COMMENT:**

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

**A. PUBLIC HEARINGS:** 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 – July 17, 2024**

**Recommendation:** Approve the City Council Minutes of July 17, 2024 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for July 6, 2024 to July 26, 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 Adoption of Updated City of Madera Full Time Salary Schedule**

**Recommendation:** Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule Reflecting a Two Percent (2%) Cost-of-living Adjustment Effective June 15, 2024, for Certain Positions (Report by Wendy Silva)

**B-5 Medical and Dental Insurance Plan Renewals**

**Recommendation:** Adopt a Minute Order:

1. Approving the Renewal of the City’s Medical and Dental Plans as Presented; and
2. Authorizing the City Manager to Execute any Documents Necessary to Effectuate the Plan Renewals and Administration (Report by Wendy Silva)

**B-6 Old Timers Day Parade and Booths in the Park Event Entries**

**Recommendation:** Approve a Minute Order Authorizing the City Manager to Execute Documents Necessary for any City entries in the Old Timers Day Parade and related Booths in the Park Event Scheduled September 28, 2024 (Report by Alicia Gonzales)

**B-7 Request by Leonides Reyes, Cristina Merino De Reyes, and Julita Alicia Espinosa Soriano for Connection to the City’s Water System**

**Recommendation:** Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 28565 Avenue 14 (APN 035-222-023) (Report by Keith Helmuth)

**C. WORKSHOP:**

**C-1 Homelessness: Governor Newsom Executive Order**

**Recommendation:** Informational purposes only and there is no action requested from the City Council (Report by Giachino Chiaramonte)

**C-2 Budget Workshop**

**Recommendation:** Informational purposes only and there is no action requested from the City Council (Report by Michael Lima)

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

**D-1 HOME Project Jurisdiction Funding Acceptance**

**Recommendation:** Adopt a Resolution Authorizing Staff to Accept HOME Project Jurisdiction Funding in the amount of \$372,064.92 and Approve a Budget Amendment for \$500,000 to Appropriate the Funding and an Accompanying Match (Report by Michael Lima)

**D-2 Second 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 Second Amendment to the Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc. (CAPMC) (Report by Joseph Hebert)

**D-3 Update on 2024 Emergency Repair of Avenue 13 Sewer Trunk Main failures and renew a finding of Emergency relating to emergency response and repairs necessitating emergency contracts without competitive bidding**

**Recommendation:**

1. Receive an Update on the Status of Emergency Repairs to the Avenue 13 Sewer Trunk Main Failures that Occurred June 3, 2024 and June 10, 2024; and
2. Adopt a Resolution Renewing a Finding of Emergency Relating to Emergency Response and Repairs to the Sanitary Sewer Main Pursuant to Public Contract Code Section 22050 (Report by Keith Helmuth)

**D-4 Designation of a Voting Delegate and Alternates for the League of California Cities 2024 Annual Conference**

**Recommendation:** Approve a Minute Order to Designate a Voting Delegate and Up to Two Alternates for the 2024 League of California Cities' Annual Business Meeting (Report by Alicia Gonzales)

**D-5 Amendment to City Council Protocols Guidebook: Updating the Method for Placing Items on the Agenda**

**Recommendation:** As appropriate, Adopt a Resolution Amending the City Council Protocols Guidebook (Report by Alicia Gonzales)

**E. ADMINISTRATIVE REPORTS: None**

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

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

**G. CLOSED SESSION:**

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

**Agency Designated**

**Representatives:** Arnolando Rodriguez and Wendy Silva

**Employee Organizations:** Mid Management Employee Group and Law Enforcement Mid Management Employee Group

**G-2 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**

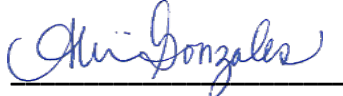
**Position:** City Attorney

**ADJOURNMENT:**

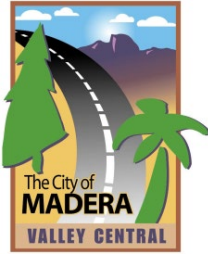
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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing [cityclerkinfo@madera.gov](mailto: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](mailto: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. 4<sup>th</sup> Street, Madera, CA 93637 and on the City website at [www.madera.gov](http://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 August 7, 2024, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 7:00 p.m. on August 1, 2024.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	07/17/2024
Adopted:	08/07/2024

**Minutes of a Regular Meeting of the Madera City Council**

**July 17, 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 (Left at 6:25 p.m.)  
Mayor Pro Tem Cece Gallegos, District 1  
Councilmember Steve Montes, District 3  
Councilmember Elsa Mejia, District 5  
Councilmember Artemio Villegas, District 6

**Absent:** Councilmember Jose Rodriguez, District 2  
Councilmember Anita Evans, District 4

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Senior Civil Engineer Steve Bettencourt, Administrative Analyst I (Engineering) Nicole Say, Parks Project Manager Fernando Castillo Duran and Communication Specialist Joseph Carrello.

**INVOCATION:** Brandon Hopkins, Grace Community Church

**PLEDGE OF ALLEGIANCE:** Councilmember Mejia

**APPROVAL OF AGENDA:**

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

**PRESENTATIONS:**

1. Proclamation Supporting the Little League Nor-Cal State Tournament

**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.*

Jasmin Guzman of the Madera Coalition for Community Justice, Project Coordinator for the Pride event that took place last month, presented Council with a certificate of recognition and thanked them for their support.

Mayor Garcia left the meeting. Mayor Pro Tem Gallegos took over and chaired the rest of the meeting.

Alex Hernandez, a member of the public spoke regarding Proposition 33 and rental control. He wanted to know if the City has a plan in place in case it passes.

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

**A. PUBLIC HEARINGS:**

**A-1 Public Hearing and Consideration of a Resolution Confirming the Diagram and Assessments for the Annual Levy of City-Wide Landscape and Lighting Assessment District and Authorizing the City Engineer to File the Diagram and Assessment with the Auditor of Madera County**

**Recommendation:** Conduct the public hearing and receive any public comments.

Adopt Resolution:

1. Confirming the diagram and assessments as set forth in said Engineer's Report for the Landscape and Lighting District of the City of Madera, as the same may be modified for Zones of benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, and 51 of the City Wide Landscape and Lighting Assessment District; and
2. Levying the assessments as set forth in said report of the Engineer for Fiscal Year 2024/2025; and
3. Authorizing and directing the City Clerk to file the diagram and assessments with the Madera County Auditor's Office; and
4. Authorizing the City Engineer in consultation with City Clerk and City Attorney to make any clerical corrections (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

City Attorney Shannon L. Chaffin advised Council that Fresno County was not allowing Engineers Reports to be filed (recorded) anymore and asked that Council amend the motion, so that if the Engineers Report is rejected by Madera County then staff is authorized to update the resolution, so that only the assessment list with APNs and amounts that are consistent with the Engineer's Report is recorded; the Engineer's Report would not be attached.

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-1 AS AMENDED WAS APPROVED BY A 4/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA AND COUNCILMEMBERS RODRIGUEZ AND EVANS. ABSTAIN: NONE.**

**RES 24-109**

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENTS AND ORDERING THE ANNUAL LEVY AND COLLECTION FOR ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, AND 51 OF THE CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2024/2025

**B. CONSENT CALENDAR:**

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

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER MEJIA, THE CONSENT CALENDAR WAS APPROVED BY A 4/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA AND COUNCILMEMBERS RODRIGUEZ AND EVANS. ABSTAIN: NONE.**

**B-1 Minutes – July 3, 2024**

**Recommendation:** Approve the City Council Minutes of July 3, 2024 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for June 22, 2024 to July 5, 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 Approval of Additional National Opioid Settlements with Kroger Co.**

**Recommendation:**

1. Approve Settlement Agreements and Participation Forms for the City’s participation in the National Opioid Settlement Agreements with Kroger Co.; and
2. Approve the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Kroger Co.; and
3. Adopt a Resolution Approving and Authorizing the City Manager to Carry Out all Necessary acts such that the City can participate in the National Opioid Settlements with Kroger Co., including signing necessary documents and transmittal thereof as necessary, as it pertains to these and all future settlements (as necessary and applicable) through the National Opioid Settlements process (Report by Arnoldo Rodriguez)

**RES 24-110**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY OF MADERA TO ENTER INTO THE

MASTER SETTLEMENT AGREEMENT WITH KROGER CO., (INCLUDING THE RELATED PARTICIPATION AGREEMENTS); AGREE TO THE TERMS OF THE RELATED STATESUBDIVISION AGREEMENT AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION ALLOCATION AGREEMENTS WITH THE ATTORNEY GENERAL; AND AUTHORIZING THE CITY MANAGER TO CARRY OUT FURTHER RELATED ACTS

**B-5 Continuing Declaration Proclaiming the Existence of Local Emergencies – Avenue 13 Sewer Trunk Main Due to Multiple Failure Sites**

**Recommendation:** Adopt Resolutions Continuing the Declarations Proclaiming the Existence of a Local Emergency in Accordance with Madera Municipal Code Title III, Chapter 2:

1. Continuing the Declaration of a Local Emergency – June 3, 2024, Sewer Trunk Main Collapse; and
2. Continuing the declaration of a local emergency – June 10, 2024, Sewer Trunk Main Collapse (Report by Wendy Silva)

**RES 24-111** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION OF A LOCAL EMERGENCY DUE TO THE JUNE 3, 2024, FAILURE OF THE CITY’S SEWER TRUNK MAIN LINE

**RES 24-112** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION OF A LOCAL EMERGENCY DUE TO THE JUNE 10, 2024, FAILURE OF THE CITY’S SEWER TRUNK MAIN LINE

**B-6 Assemblymember Esmeralda Soria Fee Waiver Request for the John Wells Youth Center**

**Recommendation:** Adopt a Resolution Waiving the Rental Fees of the John Wells Youth Center on August 3, 2024, related to a Backpack Giveaway and Community Event, hosted by Assemblywoman Esmeralda Soria’s Office, at an Anticipated Fee Rental of \$975.00 (Report by Joseph Hebert)

**RES 24-113** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR THE JOHN WELLS YOUTH CENTER ON AUGUST 3, 2024, RELATED TO THE BACKPACK GIVEAWAY AND COMMUNITY RESOURCE FAIR AT AN ANTICIPATED FEE RENTAL OF \$975.00 HOSTED BY ASSEMBLYWOMAN ESMERALDA SORIA’S OFFICE

**B-7 Second Reading and Adoption of an Ordinance to Prezone (REZ 2023-04) ±9.82 acres of property located on the northeast corner of Adell and North D Streets (APN[s]: 038-090-007, 008, 009 & 010)**

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

1. Waive Full Reading and Adopt by Title Only an Ordinance of the City Council of the City of Madera adopting the Mitigated Negative Declaration (SCH No. 2024050494) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project in accordance with the provisions of California

Environmental Quality Act (CEQA); and approving REZ 2023-04, amending the Official City of Madera Zoning Map to prezone approximately 9.82-acres of property (APN's: 038-090-007, 008, 009 & 010) to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) and R-1 (Residential, One unit for Each 6,000 square feet of site area) zone districts (Report by Will Tackett)

**ORD 1011 C.S.** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE MITIGATED NEGATIVE DECLARATION (SCH NO. 2024050494) AND THE MITIGATION MONITORING AND REPORTING PROGRAM PREPARED FOR PURPOSES OF THE PROPOSED PROJECT IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA); AND APPROVING REZ 2023-04, AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 9.82-ACRES OF PROPERTY (APN'S: 038-090-007, 008, 009 & 010) TO THE PD-4500 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 4,500 SQUARE FEET OF SITE AREA) AND R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) ZONE DISTRICTS

**C. WORKSHOP:**

**C-1 Westberry Bridge Streetlights and Bridge Façade**

**Recommendation:** Review provided information on the Westberry Bridge Street Lighting fixtures alternative and bridge façade treatment alternatives (Report by Keith Helmuth)

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

**D-1 Update on 2024 emergency repair of Avenue 13 sewer trunk main failures and renew a finding of emergency relating to emergency response and repairs necessitating emergency contracts without competitive bidding**

**Recommendation:**

1. Receive an Update on the Status of Emergency Repairs to the Avenue 13 Sewer Trunk Main Failures that Occurred June 3, 2024 and June 10, 2024; and
2. Adopt a Resolution Renewing a Finding of Emergency Relating to Emergency Response and Repairs to the Sanitary sewer Main Pursuant to Public Contract Code Section 22050 (Report by Keith Helmuth)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED BY A 4/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA AND COUNCILMEMBERS RODRIGUEZ AND EVANS. ABSTAIN: NONE.**

**RES 24-114** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RENEWING A FINDING OF CONTINUING EMERGENCY RELATING TO MULTIPLE SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 WEST OF GRANADA DRIVE, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

**E. ADMINISTRATIVE REPORTS:**

**E-1 Request for Direction on Developing Alternative Methods for Placing Items on the City Council Agenda**

**Recommendation:** Deliberation and Direction Given from Council (Report by Alicia Gonzales)

City Attorney Shannon L. Chaffin stated that although the process could be any combination of thumbs up, hands up, head nods, notes, button lights, etc., the public must be informed of who voted for and against the item being put on a future agenda. It must be a public vote/determination for public transparency.

After discussion, City Attorney Chaffin summarized that Councilmembers want to formally amend the policy for adding an item to a future agenda. Council would like a separate "Future Agenda Items" section that would come before Councilmember Reports and that there be some sort of time limit for announcing the item that included a short summary and a vote.

**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 condolences to the family who recently lost their child in a shooting. He also attended the National Alliance to End Homelessness Conference in Washington D.C. in which he indicated that Supreme Court decisions would be forthcoming to address homelessness issues at a local level.

Councilmember Villegas had nothing to report.

Councilmember Mejia mentioned her attendance at the Youth Leadership Academy in Visalia, where she had the opportunity to speak to local students who were interested in political engagement and future leadership. She thanked the Parks and Community Services Department for their work in engaging the public and offering a wide variety of programs. On July 29<sup>th</sup>, kids can receive free helmets at the John Wells Center from 11:00 am to 12:30 pm.

Mayor Pro Tem Gallegos announced the launch of the City's first Citizens' Academy in eight years, and thanked Staff for bringing back the popular program. She also mentioned a townhall meeting hosted by Madera Community Hospital and a swearing-in ceremony for the Police Department.

**G. CLOSED SESSION: None**

**ADJOURNMENT:** Meeting was adjourned at 7:22 p.m.

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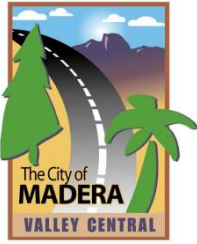
ALICIA GONZALES, City Clerk

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SANTOS GARCIA, Mayor

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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: August 7, 2024

Agenda Number: B-2

### SUBJECT:

Informational Report on Register of Audited Demands

### RECOMMENDATION:

Review Register of Audited Demands Report for July 6, 2024 to July 26, 2024

### SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 6, 2024 to July 26, 2024 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

**Table 1: Warrant Distribution Summary**

Description	Check #'s	Amount
General Warrants	39888 – 39982	\$3,602,117.90

**Table 2: Wire Transfer Summary**

Description	Vendor	Amount
Payroll and Taxes	US Bank	\$753,140.97
SDI	EDD	\$3,076.16
CalPERS Payment	CalPERS	\$4,650,611.50

### 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**  
**August 07, 2024**

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39888	07/11/2024	PD OPERATIONS	PD Operations	VASQUEZ, RYAN	PER DIEM - GANG VIOLENCE CONFERENCE	\$ 425.50
39889	07/11/2024	PD OPERATIONS	PD Operations	GIBBS, JOSHUA	PER DIEM - GANG VIOLENCE CONFERENCE	\$ 425.50
39890	07/11/2024	PD OPERATIONS	PD Operations	JARED MACIEL	PER DIEM - GANG VIOLENCE CONFERENCE	\$ 425.50
39891	07/11/2024	PD OPERATIONS	PD Operations	DINA SANTOS	PER DIEM - STOPPING ONLINE CHILD PREDATORS	\$ 189.75
39892	07/11/2024	PD OPERATIONS	PD Operations	MCCOMBS, MATTHEW	PER DIEM - STOPPING ONLINE CHILD PREDATORS	\$ 189.75
39893	07/11/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - RADAR OPERATOR	\$ 375.25
39894	07/11/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - RADAR OPERATOR	\$ 375.25
39895	07/22/2024	ENGINEERING	CDBG PUB IMPR	DAVID J. BOYLE	PD - FRONT COUNTER REMODEL	\$ 1,438.65
39895	07/22/2024	ENGINEERING	Engineering	DAVID J. BOYLE	PD - FRONT COUNTER REMODEL	\$ 23,261.35
39895	07/22/2024	PARKS ADMINISTRATION	Prop 68 Grant	DAVID J. BOYLE	PARKS - LTC RESTROOMS	\$ 50,516.25
39896	07/22/2024	FIRE	Fire	DEPARTMENT OF FORESTRY AND FIRE	Q4 ACTUAL BILLING FOR CITY CONTRACT FY 23/24	\$ 1,033,649.17
39896	07/22/2024	FIRE	MEAS K - FIRE	DEPARTMENT OF FORESTRY AND FIRE	Q4 ACTUAL BILLING FOR CITY CONTRACT FY 23/24	\$ 516,824.59
39897	07/22/2024	BUILDING	Building	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 06/16/24-06/30/24	\$ 11,835.00
39898	07/22/2024	ENGINEERING	Sewer Capital Outlay	FLOYD JOHNSTON CONSTRUCTION CO., INC.	FY23/24 SS14 SEWER EMERGENCY	\$ 838,357.19
39899	07/22/2024	WWTP	WWTP	TERRAFORM POWER, LLC.	POWER OUTAGE - 03/24-04/24	\$ 28,932.81
39900	07/22/2024	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	FUTSOL AWARDS	\$ 313.93
39901	07/22/2024	FIRE	Fire	LUIS F FREITAS	HAND LETTERING	\$ 675.00
39901	07/22/2024	FIRE	General Fund	LUIS F FREITAS	HAND LETTERING	\$ 585.00
39902	07/22/2024	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 06/24	\$ 107,261.00
39902	07/22/2024	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 06/24	\$ 60,751.94
39903	07/22/2024	FACILITIES	Facilities Maintenance	MOMAR, INC.	DOOR LUBRICANT	\$ 343.26
39904	07/22/2024	FLEET MAINTENANCE	Fleet Maintenance	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	\$ 1,979.69
39904	07/22/2024	FLEET MAINTENANCE	TRANS - FIXED	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	\$ 39.65
39905	07/22/2024	PARKS ADMINISTRATION	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 06/24	\$ 12,560.80
39906	07/22/2024	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 95.48
39906	07/22/2024	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 203.31
39906	07/22/2024	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 196.13
39906	07/22/2024	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 407.46
39906	07/22/2024	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 296.11
39906	07/22/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 2,611.33
39906	07/22/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 756.78
39906	07/22/2024	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 215.87
39906	07/22/2024	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 227.77
39906	07/22/2024	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 169.97
39906	07/22/2024	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 121.83
39906	07/22/2024	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 59.26
39906	07/22/2024	FINANCE	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 43.33
39906	07/22/2024	FINANCE	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 363.37
39906	07/22/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 455.30
39906	07/22/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 2,415.58
39906	07/22/2024	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 2,678.23
39906	07/22/2024	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 2,096.99

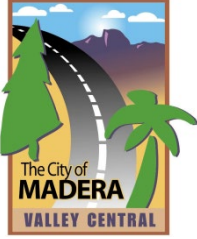
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39906	07/22/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 2,115.27
39906	07/22/2024	FINANCE	Sewer OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 1,287.12
39906	07/22/2024	FINANCE	Sewer OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 967.75
39906	07/22/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 4,488.84
39906	07/22/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 4,057.01
39906	07/22/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 4,063.10
39906	07/22/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 3,691.30
39906	07/22/2024	FINANCE	Water OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 1,263.12
39906	07/22/2024	FINANCE	Water OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 1,598.25
39906	07/22/2024	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 424.91
39906	07/22/2024	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 235.88
39906	07/22/2024	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 126.47
39906	07/22/2024	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/24-05/31/24	\$ 8,937.86
39906	07/22/2024	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/24-06/15/24	\$ 10,247.60
39906	07/22/2024	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 06/01/24-06/15/24 FUEL CDF	\$ 1,213.78
39906	07/22/2024	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 2,890.11
39907	07/22/2024	FACILITIES	Fire	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - FIRE #58	\$ 4,536.00
39908	07/22/2024	STREETS	STREETS	POTTERS INDUSTRIES LLC	HIGHWAY SAFETY MARKING SPHERES	\$ 5,132.13
39909	07/22/2024	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 39.00
39909	07/22/2024	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 351.00
39909	07/22/2024	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 78.00
39909	07/22/2024	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 78.00
39909	07/22/2024	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 39.00
39909	07/22/2024	PW ADMIN	Sewer OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 19.50
39909	07/22/2024	PW ADMIN	Water OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 214.50
39909	07/22/2024	PW ADMIN	Water OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES - WELL SITES	\$ 784.00
39909	07/22/2024	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/24	\$ 39.00
39910	07/22/2024	INFORMATION SERVICES	Finance	AMERITECH COMPUTER SERVICE, INC.	SECURE TONER	\$ 526.10
39911	07/22/2024	STREETS	STREETS	INTERNATIONAL COATINGS COMPANY, INC.	TRAFFIC PAINT	\$ 5,809.88
39912	07/22/2024	PARKS ADMINISTRATION	CCLP Grant	JUAREZ BROTHERS GENERAL ENGINEERING INC.	CCLPG - TRASH RECEPTACLES CONCRETE PADS	\$ 5,500.00
39913	07/22/2024	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY, INC.	QUARTERLY SAMPLING	\$ 139.00
39913	07/22/2024	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 1,148.00
39913	07/22/2024	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY, INC.	QUARTERLY MONITORING	\$ 2,236.00
39914	07/22/2024	FINANCE	Building	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 28.92
39914	07/22/2024	FINANCE	Building	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 43.80
39914	07/22/2024	FINANCE	Building	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 18.67
39914	07/22/2024	FINANCE	City Attorney	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 8.25
39914	07/22/2024	FINANCE	City Attorney	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 12.49
39914	07/22/2024	FINANCE	City Attorney	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 6.22
39914	07/22/2024	FINANCE	City Clerk's Office	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 8.25
39914	07/22/2024	FINANCE	City Clerk's Office	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 12.49
39914	07/22/2024	FINANCE	City Clerk's Office	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 4.67
39914	07/22/2024	FINANCE	COMPUTER MAINT	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 16.52
39914	07/22/2024	FINANCE	COMPUTER MAINT	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 25.03
39914	07/22/2024	FINANCE	COMPUTER MAINT	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 4.67

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39914	07/22/2024	FINANCE	Engineering	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 57.84
39914	07/22/2024	FINANCE	Engineering	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 87.61
39914	07/22/2024	FINANCE	Engineering	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 35.78
39914	07/22/2024	FINANCE	Facilities Maintenance	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 13.72
39914	07/22/2024	FINANCE	Facilities Maintenance	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 24.64
39914	07/22/2024	FINANCE	Finance	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 45.44
39914	07/22/2024	FINANCE	Finance	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 68.83
39914	07/22/2024	FINANCE	Finance	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 23.33
39914	07/22/2024	FINANCE	Fire	AT&T	05/24 CALNET 3 SERVICE 9391026402	\$ 29.12
39914	07/22/2024	FINANCE	Fleet Maintenance	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 9.15
39914	07/22/2024	FINANCE	Fleet Maintenance	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 16.46
39914	07/22/2024	FINANCE	GRANT OVERSIGHT	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 16.52
39914	07/22/2024	FINANCE	GRANT OVERSIGHT	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 25.03
39914	07/22/2024	FINANCE	GRANT OVERSIGHT	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 10.89
39914	07/22/2024	FINANCE	HR/RISK MGT	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 12.37
39914	07/22/2024	FINANCE	HR/RISK MGT	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 18.74
39914	07/22/2024	FINANCE	HR/RISK MGT	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 6.22
39914	07/22/2024	FINANCE	Planning	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 20.65
39914	07/22/2024	FINANCE	Planning	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 31.27
39914	07/22/2024	FINANCE	Planning	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 10.89
39914	07/22/2024	FINANCE	STREETS	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 22.88
39914	07/22/2024	FINANCE	STREETS	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 41.10
39914	07/22/2024	FINANCE	Sewer OPS	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 16.01
39914	07/22/2024	FINANCE	Sewer OPS	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 28.75
39914	07/22/2024	FINANCE	SOLID WASTE	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 18.32
39914	07/22/2024	FINANCE	SOLID WASTE	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 32.85
39914	07/22/2024	FINANCE	UB - Garbage	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 4.57
39914	07/22/2024	FINANCE	UB - Garbage	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 8.21
39914	07/22/2024	FINANCE	UB - Garbage	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 13.42
39914	07/22/2024	FINANCE	UB - Garbage	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 20.33
39914	07/22/2024	FINANCE	UB - Garbage	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 6.22
39914	07/22/2024	FINANCE	UB - Sewer	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 4.57
39914	07/22/2024	FINANCE	UB - Sewer	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 8.21
39914	07/22/2024	FINANCE	UB - Sewer	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 13.42
39914	07/22/2024	FINANCE	UB - Sewer	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 20.33
39914	07/22/2024	FINANCE	UB - Sewer	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 6.22
39914	07/22/2024	FINANCE	UB - Water	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 9.16
39914	07/22/2024	FINANCE	UB - Water	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 16.46
39914	07/22/2024	FINANCE	UB - Water	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 26.90
39914	07/22/2024	FINANCE	UB - Water	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 40.74
39914	07/22/2024	FINANCE	UB - Water	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 12.44
39914	07/22/2024	FINANCE	Water OPS	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 20.58
39914	07/22/2024	FINANCE	Water OPS	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 53.42
39914	07/22/2024	FINANCE	Water Quality Control	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 9.15
39914	07/22/2024	FINANCE	WWTP	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 13.72

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39914	07/22/2024	FINANCE	WWTP	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 24.64
39914	07/22/2024	FINANCE	City Manager	AT&T	05/24 CALNET 3 SERVICE 9391031577	\$ 8.25
39914	07/22/2024	FINANCE	City Manager	AT&T	05/24 CALNET 3 SERVICE 9391026390	\$ 12.49
39914	07/22/2024	FINANCE	City Manager	AT&T	05/24 CALNET 3 SERVICE 9391031559	\$ 9.33
39914	07/22/2024	FINANCE	Purchasing	AT&T	05/24 CALNET 3 SERVICE 9391031564	\$ 13.72
39914	07/22/2024	FINANCE	Purchasing	AT&T	05/24 CALNET 3 SERVICE 9391026394	\$ 24.64
39915	07/22/2024	ENGINEERING	Sewer Capital Outlay	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATION	\$ 36,572.50
39916	07/22/2024	DRAINAGE FLOOD CONTRO	DRAINAGE	ARROW ELECTRIC MOTOR INC	MOTOR PUMP REPAIR	\$ 3,845.29
39917	07/22/2024	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 5,886.00
39918	07/22/2024	ENGINEERING	Water Capital Outlay	CDM SMITH INC.	ENGINEERING SERVICES FOR WELL 37	\$ 38,780.60
39919	07/22/2024	FLEET ACQUISITION	Fleet Acquisition	COOK'S COMMUNICATIONS	PD SPOTLIGHTS	\$ 4,219.79
39920	07/22/2024	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2024 FORD PICKUP #1545	\$ 45,446.31
39921	07/22/2024	FINANCE	Community Promo	MADERA COUNTY TRANSPORTATION COMMISSION	FY 23/24 MEMBER ASSESSMENT FEE	\$ 41,830.00
39922	07/22/2024	ENGINEERING	Engineering	MADERA TRIBUNE	PUBLIC NOTICE	\$ 396.50
39922	07/22/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	\$ 136.80
39923	07/22/2024	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 21,002.53
39924	07/22/2024	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENTS	\$ 2,919.50
39925	07/22/2024	BUILDING	Building	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - BUILDING	\$ 667.46
39926	07/22/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 30.59
39926	07/22/2024	FINANCE	AQUATICS PROGRM	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 9.96
39926	07/22/2024	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 205.91
39926	07/22/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 1,570.56
39926	07/22/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 556.78
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 5225647713-5	\$ 15.77
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 1598348280-1	\$ 89.70
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 1715785853-5	\$ 1,932.77
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 5207933925-6	\$ 63.97
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3499945233-6	\$ 120.68
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3352588453-3	\$ 159.10
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 7928098441-4	\$ 50.18
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 4318089701-9	\$ 23.83
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 5237156686-1	\$ 48.86
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 1013877191-9	\$ 68.27
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9787342989-4	\$ 169.97
39926	07/22/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 7,243.43
39926	07/22/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05/24 SERVICE 2173157566-4	\$ 2,495.18
39926	07/22/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 118.55
39926	07/22/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 77.65
39926	07/22/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/24 SERVICE 8675479583-8	\$ 51.13
39926	07/22/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 161.05
39926	07/22/2024	FINANCE	Recreation	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 21,992.02
39926	07/22/2024	FINANCE	Sewer OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 34.57
39926	07/22/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 13.06
39926	07/22/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 7.84
39926	07/22/2024	FINANCE	Water OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 29,421.06

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39926	07/22/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 42.73
39926	07/22/2024	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 9.53
39926	07/22/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 19.25
39926	07/22/2024	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9920095153-3	\$ 3,577.49
39927	07/22/2024	PARKS ADMINISTRATION	Prop 68 Grant	PACIFIC GAS & ELECTRIC	JAMES TAUBERT PARK ELECTRICAL	\$ 3,465.47
39928	07/22/2024	ENGINEERING	RSTP - FED EX	PETERS ENGINEERING GROUP	ON-CALL TRAFFIC SIGNAL DESIGN SERVICES TS-00035	\$ 21,685.00
39929	07/22/2024	FLEET MAINTENANCE	Fleet Maintenance	PUNTES, JUAN	TOOL ALLOWANCE REIMBURSEMENT	\$ 205.66
39930	07/22/2024	PARKS ADMINISTRATION	Golf Course Capital	SIERRA GOLF MANAGEMENT	CAPITAL IMPROVEMENTS FY 23/24	\$ 45,300.00
39931	07/22/2024	WWTP	WWTP	SPARKLETTES	WWTP - LAB & DRINKING WATER	\$ 59.64
39932	07/22/2024	FINANCE	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	\$ 150.00
39933	07/22/2024	FACILITIES	Facilities Maintenance	UNITED RENTALS, INC	EQUIPMENT RENTAL	\$ 493.62
39934	07/22/2024	ENGINEERING	Water Capital Outlay	UNION PACIFIC RAILROAD CO.	PERMIT FEE - 0797597	\$ 755.00
39935	07/22/2024	FACILITIES	Facilities Maintenance	VILLA GARDENING SERVICE INC	TREE TRIMMING	\$ 700.00
39936	07/22/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - LIDAR OPERATOR	\$ 118.50
39937	07/22/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - LIDAR OPERATOR	\$ 118.50
39938	07/22/2024	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - LIDAR OPERATOR	\$ 118.50
39939	07/22/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 8668341	\$ 2,000.00
39940	07/22/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9898112	\$ 2,430.00
39941	07/22/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9186175	\$ 2,565.00
39942	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM PICINC SHELTERDE	\$ 50.00
39943	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	\$ 50.00
39944	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39945	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39946	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	\$ 50.00
39947	07/22/2024	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 1 & 2	\$ 82.50
39948	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - MCNALLY SHELTER	\$ 50.00
39949	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY NORTH FIELD	\$ 50.00
39950	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLIOND	\$ 50.00
39951	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	\$ 50.00
39951	07/22/2024	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	\$ 115.00
39952	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39953	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	\$ 50.00
39954	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	\$ 50.00
39955	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	\$ 50.00
39956	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER 2	\$ 50.00
39957	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 5	\$ 50.00
39958	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLIOND	\$ 50.00
39959	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	\$ 50.00
39959	07/22/2024	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	\$ 115.00
39960	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39961	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER 2	\$ 50.00
39962	07/22/2024	PARKS ADMINISTRATION	AQUATICS PROGRM	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	\$ 85.00
39963	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39964	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	\$ 50.00
39965	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER 2	\$ 50.00

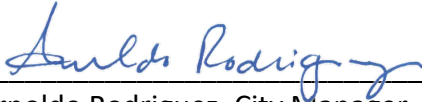
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39966	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39967	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39968	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39969	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39970	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	\$ 50.00
39971	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	\$ 50.00
39972	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39973	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	\$ 50.00
39974	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	\$ 50.00
39975	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39976	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	\$ 50.00
39977	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER 2	\$ 50.00
39978	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39979	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILLION	\$ 50.00
39980	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER 1	\$ 50.00
39981	07/22/2024	PARKS ADMINISTRATION	General TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY NORTH FIELD	\$ 50.00
39982	07/22/2024	FINANCE	SOLID WASTE	OTP- UB REFUNDS	REFUND ACH WITHDRAWALS	\$ 83.64
39982	07/22/2024	FINANCE	Water Utility	OTP- UB REFUNDS	REFUND ACH WITHDRAWALS	\$ 553.71
39982	07/22/2024	FINANCE	Sewer Fund	OTP- UB REFUNDS	REFUND ACH WITHDRAWALS	\$ 90.22
39982	07/22/2024	FINANCE	Drainage Sys Operations	OTP- UB REFUNDS	REFUND ACH WITHDRAWALS	\$ 4.00
505	07/08/2024	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/05/2024	\$ 14,115.63
506	07/08/2024	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/05/2024	\$ 3,276.84
507	07/09/2024	HR/RISK MANAGEMENT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 07/24	\$ 414,943.50
508	07/09/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN	\$ 1,311.88
509	07/09/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 07/05/24 PAYROLL	\$ 32,452.48
<b>BANK #1 - US BANK GENERAL ACCOUNT TOTAL</b>						<b>\$ 3,602,117.90</b>



# REPORT TO CITY COUNCIL

**Approved by:**

**Council Meeting of:** August 7, 2024

  
Arnoldo 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 no action is requested from the City Council (Council)

**SUMMARY:**

This report aims to provide the Council with an informational monthly update on expenditures for contract City Attorney services and specialized legal representation in various litigation matters.

**DISCUSSION:**

The following information summarizes invoices paid for services performed by the City’s contracted City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for May and June 2024, as well as tracking of the Fiscal Year (FY) 2023/24 invoices received through a FY 2023/24 Year-to-Date (YTD) column. The invoices reflected in the total YTD column include those services rendered by Montoy Law from July through September 2024 and Aleshire & Wynder beginning in August 2024 through FY end 2024. 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:** May 2024 and June 2024

<i>Matter</i>	<i>Charges</i>		
	May 2024	June 2024	FY 2023/2024 (YTD)
General Legal Review/Advice	\$7,780.00	\$9,500.00	\$126,513.11
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	\$2,700.00	\$2,200.00	\$40,928.50
Planning Commission	\$0	\$0	\$0.00
Finance	\$1,943.00	\$551.00	\$12,218.00
Successor Agency	\$175.00	\$0	\$250.00
Public Works/Engineering	\$1,475.00	\$1,875.00	\$25,840.50
Police Department - General	\$275.00	\$1,575.00	\$9,356.00
Economic Development	\$0	\$0	\$0
Personnel/Payroll	\$0	\$0	\$313.50
Municipal Code Enforcement/Updates	\$175.00	\$0	\$6,245.33
Wastewater	\$275.00	\$2,950.00	\$4,541.00
Water	\$0	\$50.00	\$2,340.00
Ordinances	\$0	\$0	\$235.00
Special Projects (Montoy)	\$0	\$0	\$3,715.00
Housing	\$0	\$0	\$269.50
Cannabis	\$0	\$0	\$11,117.50
<b>Total Advisory Services</b>	<b>\$14,798.00</b>	<b>\$18,701.00</b>	<b>\$247,713.44</b>
<b>Litigation Services</b>			
<b>Total Litigation Services</b>	<b>\$10,730.00</b>	<b>\$7,888.00</b>	<b>\$66,298.06</b>
Discounted Hours	\$0	\$0	-\$2.35
Travel/Lodging Expenses	\$0	\$0	\$0
Shipping	\$8.97	\$0	\$8.97
Process Server (Transcripts to Superior Court)	\$255.45		\$255.45
<b>Total Advisory &amp; Litigation Services</b>	<b>\$25,792.42</b>	<b>\$26,589.00</b>	<b>\$314,273.57</b>

**FINANCIAL IMPACT:**

For FY 2023/24, expenditures for invoices related to legal fees total \$314,273.57. 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>	
<b>City Attorney Advisory Services</b>	
Montoy Law Corporation	\$26,159.50
Aleshire and Wynder	\$221,544.97
<b>Litigation Services (Including discounted hours, travel &amp; shipping)</b>	
Montoy Law Corporation	\$4,094.50

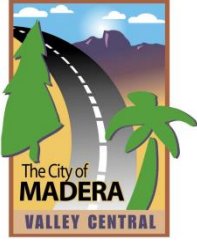
Aleshire and Wynder	\$62,474.60
<b>Total City Attorney and Litigation Services Year-End</b>	<b>\$314,273.57</b>

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2024

**Agenda Number:** B-4

**SUBJECT:**

Adoption of updated City of Madera Full Time Salary Schedule

**RECOMMENDATION:**

Adopt a resolution approving the revised City of Madera Full Time Salary Schedule reflecting a two percent (2%) cost-of-living adjustment effective June 15, 2024, for certain positions

**SUMMARY:**

The City is required by Government Code Sections 36506 and 37206 and the California Code of Regulations, title 2, §570.5 to publicly adopt its pay schedule. Pursuant to Memorandums of Understanding (MOUs) and subsequent Side Letter Agreements with the City's four (4) bargaining units, the adopted Standard Terms and Conditions for employment agreements with unrepresented department heads, and the At-Will Employment Agreement with the City Clerk, a two percent (2%) cost-of-living adjustment (COLA) was applied to the salary schedule effective the pay period beginning June 15, 2024. The requested action is to adopt the revised City of Madera Full Time Salary Schedule reflecting the COLA for affected positions.

**DISCUSSION:**

The City Council has previously adopted MOUs and subsequent Side Letter Agreements with all bargaining units, Standard Terms and Conditions for unrepresented department heads, and an individual At-Will Employment Agreement with the City Clerk that provided for a two percent (2%) COLA to be effective the pay period beginning June 15, 2024, with pay date July 5, 2024.

California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5 require the City to publicly adopt its pay schedule. While the schedules are provided in individual MOUs, the City typically adopts a consolidated schedule for all full time positions that is published on the City's website and provided to the California Public Employees' Retirement System (CalPERS) to ensure compliance with the above-noted code sections. Staff has prepared

a revised City of Madera Full Time Salary Schedule that reflects the pay rates for each position after the COLA was applied to positions approved for the increase via the previously referenced agreements and adopted standard terms. While the position of City Manager is listed on the Full Time Salary Schedule contemplated for approval, there is no change to the pay steps listed from the prior schedule as the COLA was not authorized in the applicable At-Will Employment Agreement. However, as the schedule is a consolidation of all full time job classifications, the classification and applicable pay steps are reflected on the document. The consolidated Full Time Salary Schedule effective June 15, 2024, will be posted on the City's website, if adopted.

**FINANCIAL IMPACT:**

The requested action is to adopt a consolidated public pay schedule; no new pay adjustments or increases are being requested besides those previously authorized by Council action. All negotiated pay increases were included when calculating salary and benefit projections in the adopted operating budget.

**ALTERNATIVES:**

Council may direct staff to modify the City's full time or part time salary schedules.

**ATTACHMENTS:**

1. Resolution adopting the City of Madera Full Time Salary Schedule
  - a. Attachment A: City of Madera Full Time Salary Schedule effective June 15, 2024

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE  
EFFECTIVE JUNE 15, 2024**

**WHEREAS**, the City of Madera (City) has negotiated and adopted Memorandums of Understanding and subsequent Side Letter Agreements with its four bargaining units that include a two percent (2%) cost-of-living adjustment effective June 15, 2024; and

**WHEREAS**, the City has adopted revised Standard Terms and Conditions for unrepresented department heads that include a two percent (2%) cost-of-living adjustment effective June 15, 2024; and

**WHEREAS**, the City Council has amended the City Clerk’s Employment Agreement to include a two percent (2%) cost-of-living adjustment effective June 15, 2024; and

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

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

1. The above recitals are true and correct.
2. Effective June 15, 2024, the City of Madera Full Time Salary Schedule provided as Attachment A is approved.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## City of Madera Full Time Salary Schedule Effective 6/15/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	\$1,539.99	\$1,617.04	\$1,698.04	\$1,782.97	\$1,871.83	\$1,965.76
Accounting Technician I	GBU	263	\$1,401.06	\$1,470.81	\$1,544.49	\$1,621.54	\$1,702.53	\$1,788.03
Accounting Technician II	GBU	283	\$1,547.86	\$1,624.92	\$1,706.47	\$1,791.96	\$1,881.39	\$1,975.32
Accounting Technician III	GBU	300	\$1,684.54	\$1,768.90	\$1,857.21	\$1,950.01	\$2,047.88	\$2,150.25
Administrative Assistant	GBU	303	\$1,709.85	\$1,795.34	\$1,885.33	\$1,979.82	\$2,078.81	\$2,182.30
Animal Control Officer	GBU	290	\$1,602.98	\$1,682.85	\$1,767.22	\$1,855.52	\$1,948.32	\$2,045.63
Assistant Planner	GBU	352	\$2,183.43	\$2,292.54	\$2,407.28	\$2,527.65	\$2,654.20	\$2,786.94
Building Permit Technician	GBU	288	\$1,586.67	\$1,665.98	\$1,749.22	\$1,836.96	\$1,928.64	\$2,025.38
Combination Building Inspector	GBU	348	\$2,140.12	\$2,247.55	\$2,359.48	\$2,477.59	\$2,601.89	\$2,731.82
Computer Technician	GBU	344	\$2,097.94	\$2,203.11	\$2,313.35	\$2,428.66	\$2,550.15	\$2,677.82
Construction Inspector I	GBU	322	\$1,880.27	\$1,974.20	\$2,072.63	\$2,176.12	\$2,285.23	\$2,399.41
Construction Inspector II	GBU	342	\$2,077.13	\$2,181.18	\$2,290.29	\$2,404.47	\$2,524.84	\$2,651.39
Deputy City Clerk	GBU	311	\$1,779.59	\$1,868.46	\$1,961.82	\$2,060.25	\$2,163.18	\$2,271.17
Electrician II	GBU	361	\$2,283.54	\$2,397.72	\$2,518.09	\$2,643.51	\$2,775.69	\$2,914.61
Electrician III	GBU	381	\$2,523.15	\$2,649.70	\$2,790.31	\$2,920.80	\$3,067.04	\$3,220.59
Engineering Technician I	GBU	302	\$1,701.41	\$1,786.90	\$1,875.77	\$1,969.70	\$2,068.13	\$2,171.62
Engineering Technician II	GBU	322	\$1,880.27	\$1,974.20	\$2,072.63	\$2,176.12	\$2,285.23	\$2,399.41
Engineering Technician III	GBU	350	\$2,162.06	\$2,270.05	\$2,383.66	\$2,502.34	\$2,627.76	\$2,758.81
Facilities Maintenance Technician	GBU	289	\$1,594.54	\$1,674.41	\$1,758.22	\$1,845.96	\$1,938.20	\$2,035.50
Grants Specialist	GBU	299	\$1,676.10	\$1,759.90	\$1,848.21	\$1,940.45	\$2,037.75	\$2,139.56
Industrial Electrical Technician	GBU	381	\$2,523.15	\$2,649.70	\$2,790.31	\$2,920.80	\$3,067.04	\$3,220.59
Lead Electrician	GBU	401	\$2,788.06	\$2,927.55	\$3,073.79	\$3,227.34	\$3,388.76	\$3,558.06
Maintenance Technician	GBU	308	\$1,753.16	\$1,840.90	\$1,933.14	\$2,029.88	\$2,131.12	\$2,237.42
Mechanic I	GBU	286	\$1,570.92	\$1,649.66	\$1,732.34	\$1,818.96	\$1,909.52	\$2,005.13
Mechanic II	GBU	301	\$1,692.97	\$1,777.90	\$1,866.77	\$1,960.14	\$2,058.00	\$2,160.93
Mechanic III	GBU	321	\$1,870.71	\$1,964.07	\$2,062.50	\$2,165.43	\$2,273.98	\$2,387.60
Neighborhood Outreach Assistant	GBU	276	\$1,494.43	\$1,569.23	\$1,647.98	\$1,730.09	\$1,816.71	\$1,907.83
Neighborhood Outreach Coordinator	GBU	306	\$1,735.72	\$1,822.90	\$1,914.02	\$2,009.63	\$2,109.75	\$2,215.49
Neighborhood Preservation Specialist I	GBU	310	\$1,770.59	\$1,859.46	\$1,952.26	\$2,050.13	\$2,152.49	\$2,259.92
Neighborhood Preservation Specialist II	GBU	330	\$1,956.76	\$2,054.63	\$2,156.99	\$2,264.98	\$2,378.04	\$2,497.28
Neighborhood Preservation Specialist III	GBU	350	\$2,162.06	\$2,270.05	\$2,383.66	\$2,502.34	\$2,627.76	\$2,758.81
Office Assistant I	GBU	263	\$1,401.06	\$1,470.81	\$1,544.49	\$1,621.54	\$1,702.53	\$1,788.03
Office Assistant II	GBU	283	\$1,547.86	\$1,624.92	\$1,706.47	\$1,791.96	\$1,881.39	\$1,975.32
Parks Leadworker	GBU	323	\$1,889.27	\$1,983.76	\$2,083.31	\$2,187.37	\$2,296.48	\$2,411.22
Parks Worker I	GBU	263	\$1,401.06	\$1,470.81	\$1,544.49	\$1,621.54	\$1,702.53	\$1,788.03

## City of Madera Full Time Salary Schedule Effective 6/15/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Parks Worker II	GBU	283	\$1,547.86	\$1,624.92	\$1,706.47	\$1,791.96	\$1,881.39	\$1,975.32
Parks Worker III	GBU	303	\$1,709.85	\$1,795.34	\$1,885.33	\$1,979.82	\$2,078.81	\$2,182.30
Payroll Specialist	GBU	316	\$1,824.59	\$1,915.70	\$2,011.88	\$2,112.00	\$2,217.74	\$2,328.54
Plans Examiner	GBU	360	\$2,272.30	\$2,385.91	\$2,505.15	\$2,630.58	\$2,762.19	\$2,899.99
Public Works Equipment Operator	GBU	303	\$1,709.85	\$1,795.34	\$1,885.33	\$1,979.82	\$2,078.81	\$2,182.30
Public Works Maintenance Lead Worker	GBU	323	\$1,889.27	\$1,983.76	\$2,083.31	\$2,187.37	\$2,296.48	\$2,411.22
Public Works Maintenance Worker I	GBU	263	\$1,401.06	\$1,470.81	\$1,544.49	\$1,621.54	\$1,702.53	\$1,788.03
Public Works Maintenance Worker II	GBU	283	\$1,547.86	\$1,624.92	\$1,706.47	\$1,791.96	\$1,881.39	\$1,975.32
Purchasing Assistant	GBU	280	\$1,524.80	\$1,600.73	\$1,681.16	\$1,764.97	\$1,853.27	\$1,946.07
Recreation/Community Programs Coordinator	GBU	313	\$1,797.59	\$1,887.58	\$1,981.51	\$2,081.06	\$2,185.12	\$2,294.23
Solid Waste/Recycling Assistant	GBU	283	\$1,547.86	\$1,624.92	\$1,706.47	\$1,791.96	\$1,881.39	\$1,975.32
Solid Waste/Recycling Coordinator	GBU	313	\$1,797.59	\$1,887.58	\$1,981.51	\$2,081.06	\$2,185.12	\$2,294.23
Water Conservation Customer Service Representative	GBU	263	\$1,401.06	\$1,470.81	\$1,544.49	\$1,621.54	\$1,702.53	\$1,788.03
Water Conservation Specialist	GBU	283	\$1,547.86	\$1,624.92	\$1,706.47	\$1,791.96	\$1,881.39	\$1,975.32
Water Quality Specialist II	GBU	340	\$2,056.88	\$2,159.24	\$2,267.23	\$2,380.85	\$2,500.09	\$2,624.95
Water Quality Specialist I	GBU	320	\$1,861.14	\$1,954.51	\$2,052.38	\$2,154.74	\$2,262.73	\$2,375.79
Water Quality Specialist In Training	GBU	293	\$1,626.60	\$1,708.16	\$1,793.65	\$1,883.08	\$1,977.57	\$2,076.56
Water System Lead Worker	GBU	365	\$2,329.67	\$2,446.09	\$2,568.71	\$2,696.95	\$2,831.93	\$2,973.67
Water System Technician	GBU	350	\$2,162.06	\$2,270.05	\$2,383.66	\$2,502.34	\$2,627.76	\$2,758.81
Water System Worker I	GBU	293	\$1,626.60	\$1,708.16	\$1,793.65	\$1,883.08	\$1,977.57	\$2,076.56
Water System Worker II	GBU	320	\$1,861.14	\$1,954.51	\$2,052.38	\$2,154.74	\$2,262.73	\$2,375.79
Water System Worker III	GBU	340	\$2,056.88	\$2,159.24	\$2,267.23	\$2,380.85	\$2,500.09	\$2,624.95
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$2,108.62	\$2,213.80	\$2,324.60	\$2,441.03	\$2,563.08	\$2,691.32
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,329.67	\$2,446.09	\$2,568.71	\$2,696.95	\$2,831.93	\$2,973.67
WWTP Lead Operator	GBU	383	\$2,548.46	\$2,676.13	\$2,810.00	\$2,950.05	\$3,097.97	\$3,252.65
WWTP Mechanic	GBU	375	\$2,448.91	\$2,571.52	\$2,699.76	\$2,834.75	\$2,976.48	\$3,125.53
WWTP Operator I	GBU	322	\$1,880.27	\$1,974.20	\$2,072.63	\$2,176.12	\$2,285.23	\$2,399.41
WWTP Operator II	GBU	344	\$2,097.94	\$2,203.11	\$2,313.35	\$2,428.66	\$2,550.15	\$2,677.82
WWTP Operator III	GBU	364	\$2,318.42	\$2,434.28	\$2,555.77	\$2,683.45	\$2,817.87	\$2,958.48
WWTP Operator In Training	GBU	301	\$1,692.97	\$1,777.90	\$1,866.77	\$1,960.14	\$2,058.00	\$2,160.93
Communications Manager	M	456	\$3,595.82	\$3,775.58	\$3,964.72	\$4,162.68	\$4,371.12	\$4,589.48
Chief Building Official	M	464	\$3,742.49	\$3,929.43	\$4,125.73	\$4,332.52	\$4,548.67	\$4,776.41
Planning Manager	M	476	\$3,972.99	\$4,172.05	\$4,380.49	\$4,599.40	\$4,829.35	\$5,070.87
Director of Information Technology	M	500	\$4,478.64	\$4,702.52	\$4,937.42	\$5,184.46	\$5,443.63	\$5,716.03
Public Works Operations Director	M	508	\$4,660.61	\$4,893.86	\$5,138.69	\$5,395.66	\$5,665.30	\$5,948.18

**City of Madera Full Time Salary Schedule Effective 6/15/2024**

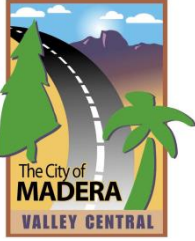
Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Director of Parks & Community Services	M	509	\$4,684.32	\$4,918.13	\$5,164.06	\$5,422.12	\$5,693.42	\$5,977.96
Director of Human Resources	M	513	\$4,778.61	\$5,017.38	\$5,268.28	\$5,531.86	\$5,808.12	\$6,098.72
City Engineer	M	525	\$5,073.07	\$5,326.73	\$5,593.06	\$5,872.63	\$6,166.54	\$6,474.79
Director of Financial Services	M	525	\$5,073.07	\$5,326.73	\$5,593.06	\$5,872.63	\$6,166.54	\$6,474.79
Director of Community Development	M	535	\$5,332.79	\$5,599.13	\$5,879.25	\$6,173.16	\$6,481.95	\$6,806.19
Police Chief	M	554	\$5,862.71	\$6,156.06	\$6,463.76	\$6,786.89	\$7,126.01	\$7,482.23
City Clerk	EXE	419	\$2,873.71	\$3,017.87	\$3,168.39	\$3,326.86	\$3,493.29	\$3,668.19
City Manager	EXE	587	\$6,385.17	\$6,704.58	\$7,039.78	\$7,391.80	\$7,761.13	\$8,149.32
Crime Analysis Technician	MPOA	306	\$1,735.72	\$1,822.90	\$1,914.02	\$2,009.63	\$2,109.75	\$2,215.49
Police Corporal	MPOA	383	\$2,548.46	\$2,676.13	\$2,810.00	\$2,950.05	\$3,097.97	\$3,252.65
Police Officer I	MPOA	363	\$2,306.61	\$2,421.91	\$2,542.83	\$2,669.95	\$2,803.81	\$2,943.86
Police Officer II	MPOA	373	\$2,424.72	\$2,545.65	\$2,673.32	\$2,806.62	\$2,947.24	\$3,094.60
Police Officer Trainee	MPOA	333	\$1,986.01	\$2,085.56	\$2,189.62	\$2,299.29	\$2,414.03	\$2,534.96
Police Sergeant	MPOA	426	\$3,158.15	\$3,316.20	\$3,482.12	\$3,655.92	\$3,838.72	\$4,030.51
Property & Evidence Officer	MPOA	296	\$1,651.35	\$1,734.03	\$1,820.65	\$1,911.77	\$2,007.38	\$2,107.50
Public Safety Dispatcher	MPOA	294	\$1,635.04	\$1,716.60	\$1,802.65	\$1,892.64	\$1,987.13	\$2,086.69
Records Clerk	MPOA	270	\$1,450.56	\$1,523.11	\$1,599.04	\$1,679.47	\$1,763.28	\$1,851.58

## City of Madera Full Time Salary Schedule Effective 6/15/2024

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Executive Secretary to the Chief of Police	LEMM	330	\$1,956.76	\$2,054.63	\$2,156.99	\$2,264.98	\$2,378.04	\$2,497.28	\$2,559.71	\$2,622.14	\$2,684.57	\$2,747.00
Police Auxiliary Services Supervisor	LEMM	350	\$2,162.06	\$2,270.05	\$2,383.66	\$2,502.34	\$2,627.76	\$2,758.81	\$2,827.78	\$2,896.76	\$2,965.73	\$3,034.70
Police Commander	LEMM	504	\$4,659.89	\$4,893.31	\$5,137.98	\$5,394.45	\$5,664.43	\$5,947.34				
Police Lieutenant	LEMM	487	\$4,281.37	\$4,495.10	\$4,720.08	\$4,956.31	\$5,203.78	\$5,464.20				
Police Office Supervisor	LEMM	350	\$2,162.06	\$2,270.05	\$2,383.66	\$2,502.34	\$2,627.76	\$2,758.81	\$2,827.78	\$2,896.76	\$2,965.73	\$3,034.70
Accountant I	MM	322	\$1,880.27	\$1,974.20	\$2,072.63	\$2,176.12	\$2,285.23	\$2,399.41	\$2,459.39	\$2,519.38	\$2,579.37	\$2,639.35
Accountant II	MM	362	\$2,295.36	\$2,410.10	\$2,530.46	\$2,657.01	\$2,789.75	\$2,929.24	\$3,002.47	\$3,075.70	\$3,148.93	\$3,222.16
Administrative Analyst I	MM	358	\$2,249.80	\$2,362.29	\$2,480.40	\$2,604.70	\$2,734.63	\$2,871.30	\$2,943.09	\$3,014.87	\$3,086.65	\$3,158.43
Administrative Analyst II	MM	386	\$2,587.27	\$2,716.63	\$2,852.18	\$2,995.04	\$3,144.66	\$3,301.58	\$3,384.12	\$3,466.66	\$3,549.20	\$3,631.74
Assistant Engineer	MM	392	\$2,665.45	\$2,798.75	\$2,938.80	\$3,085.60	\$3,240.27	\$3,402.26	\$3,487.31	\$3,572.37	\$3,657.43	\$3,742.48
Associate Civil Engineer	MM	445	\$3,472.00	\$3,645.80	\$3,828.03	\$4,019.26	\$4,220.62	\$4,431.54	\$4,542.33	\$4,653.12	\$4,763.91	\$4,874.69
Associate Planner	MM	368	\$2,365.10	\$2,483.21	\$2,607.52	\$2,737.44	\$2,874.68	\$3,018.10	\$3,093.56	\$3,169.01	\$3,244.46	\$3,319.91
Communications Specialist	MM	358	\$2,249.80	\$2,362.29	\$2,480.40	\$2,604.70	\$2,734.63	\$2,871.30	\$2,943.09	\$3,014.87	\$3,086.65	\$3,158.43
Deputy City Engineer	MM	495	\$4,455.73	\$4,678.46	\$4,912.43	\$5,157.66	\$5,415.83	\$5,686.36	\$5,828.52	\$5,970.68	\$5,112.84	\$6,255.00
Electrical and Facilities Operations Manager	MM	421	\$3,080.54	\$3,234.65	\$3,396.07	\$3,565.93	\$3,744.23	\$3,931.52	\$4,029.81	\$4,128.10	\$4,226.39	\$4,324.67
Engineering Project Manager	MM	419	\$3,049.60	\$3,202.59	\$3,362.32	\$3,530.50	\$3,707.10	\$3,892.71	\$3,990.03	\$4,087.35	\$4,184.67	\$4,281.98
Executive Secretary	MM	330	\$1,956.76	\$2,054.63	\$2,156.99	\$2,264.98	\$2,378.04	\$2,497.28	\$2,559.71	\$2,622.14	\$2,684.57	\$2,747.00
Executive Secretary to City Administrator	MM	330	\$1,956.76	\$2,054.63	\$2,156.99	\$2,264.98	\$2,378.04	\$2,497.28	\$2,559.71	\$2,622.14	\$2,684.57	\$2,747.00
Financial Services Manager	MM	446	\$3,489.44	\$3,663.80	\$3,847.15	\$4,039.51	\$4,241.43	\$4,453.48	\$4,564.81	\$4,676.15	\$4,787.49	\$4,898.82
Fleet Operations Manager	MM	404	\$2,830.25	\$2,971.42	\$3,119.91	\$3,276.27	\$3,439.94	\$3,612.05	\$3,702.35	\$3,792.65	\$3,882.95	\$3,973.26
Grant Administrator	MM	446	\$3,489.44	\$3,663.80	\$3,847.15	\$4,039.51	\$4,241.43	\$4,453.48	\$4,564.81	\$4,676.15	\$4,787.49	\$4,898.82
Grant Analyst	MM	358	\$2,249.80	\$2,362.29	\$2,480.40	\$2,604.70	\$2,734.63	\$2,871.30	\$2,943.09	\$3,014.87	\$3,086.65	\$3,158.43
Human Resources Technician	MM	290	\$1,602.98	\$1,682.85	\$1,767.22	\$1,855.52	\$1,948.32	\$2,045.63	\$2,096.77	\$2,147.91	\$2,199.05	\$2,250.19
Human Resources Technician II	MM	310	\$1,770.59	\$1,859.46	\$1,952.26	\$2,050.13	\$2,152.49	\$2,259.92	\$2,316.42	\$2,372.92	\$2,429.42	\$2,485.91
Neighborhood Preservation Supervisor	MM	380	\$2,510.77	\$2,636.20	\$2,767.81	\$2,906.74	\$3,051.85	\$3,204.28	\$3,284.38	\$3,364.49	\$3,444.60	\$3,524.70
Network Administrator	MM	389	\$2,626.08	\$2,757.13	\$2,894.93	\$3,040.04	\$3,191.90	\$3,351.64	\$3,435.43	\$3,519.22	\$3,603.01	\$3,686.80
Park Planning Manager	MM	426	\$3,158.15	\$3,316.20	\$3,482.12	\$3,655.92	\$3,838.72	\$4,030.51	\$4,131.28	\$4,232.04	\$4,332.80	\$4,433.56
Parks Manager	MM	385	\$2,574.33	\$2,702.57	\$2,838.12	\$2,979.86	\$3,128.91	\$3,285.27	\$3,367.40	\$3,449.53	\$3,531.66	\$3,613.79
Parks Supervisor	MM	350	\$2,162.06	\$2,270.05	\$2,383.66	\$2,502.34	\$2,627.76	\$2,758.81	\$2,827.78	\$2,896.76	\$2,965.73	\$3,034.70
Procurement Services Manager	MM	358	\$2,249.80	\$2,362.29	\$2,480.40	\$2,604.70	\$2,734.63	\$2,871.30	\$2,943.09	\$3,014.87	\$3,086.65	\$3,158.43
Program Manager-Grants	MM	366	\$2,341.48	\$2,458.47	\$2,581.64	\$2,710.44	\$2,845.99	\$2,988.29	\$3,063.00	\$3,137.71	\$3,212.42	\$3,287.12
Recreation/Community Programs Manager	MM	390	\$2,639.01	\$2,771.19	\$2,909.55	\$3,055.23	\$3,207.65	\$3,368.51	\$3,452.72	\$3,536.94	\$3,621.15	\$3,705.36
Recreation/Community Programs Supervisor	MM	353	\$2,194.68	\$2,304.36	\$2,419.10	\$2,540.02	\$2,667.14	\$2,800.44	\$2,870.45	\$2,940.46	\$3,010.47	\$3,080.48
Redevelopment Agency Secretary	MM	342	\$2,077.13	\$2,181.18	\$2,290.29	\$2,404.47	\$2,524.84	\$2,651.39	\$2,717.67	\$2,783.96	\$2,850.24	\$2,916.53
Redevelopment Manager	MM	427	\$3,173.90	\$3,332.51	\$3,499.56	\$3,674.48	\$3,857.84	\$4,050.76	\$4,152.03	\$4,253.30	\$4,354.57	\$4,455.84
Safety Officer	MM	358	\$2,249.80	\$2,362.29	\$2,480.40	\$2,604.70	\$2,734.63	\$2,871.30	\$2,943.09	\$3,014.87	\$3,086.65	\$3,158.43
Senior Civil Engineer	MM	475	\$4,032.76	\$4,234.12	\$4,445.60	\$4,668.33	\$4,901.75	\$5,146.41	\$5,275.07	\$5,403.73	\$5,532.39	\$5,661.06
Senior Planner	MM	429	\$3,205.96	\$3,366.26	\$3,534.43	\$3,711.04	\$3,896.65	\$4,091.26	\$4,193.54	\$4,295.82	\$4,398.10	\$4,500.38
Solid Waste Manager	MM	353	\$2,194.68	\$2,304.36	\$2,419.10	\$2,540.02	\$2,667.14	\$2,800.44	\$2,870.45	\$2,940.46	\$3,010.47	\$3,080.48
Streets & Storm Drainage Ops. Manager	MM	385	\$2,574.33	\$2,702.57	\$2,838.12	\$2,979.86	\$3,128.91	\$3,285.27	\$3,367.40	\$3,449.53	\$3,531.66	\$3,613.79
Streets & Storm Drainage Supervisor	MM	350	\$2,162.06	\$2,270.05	\$2,383.66	\$2,502.34	\$2,627.76	\$2,758.81	\$2,827.78	\$2,896.76	\$2,965.73	\$3,034.70
Tyler Munis Implementation Project Manager	MM	408	\$2,887.05	\$3,031.60	\$3,182.90	\$3,342.08	\$3,509.12	\$3,684.61	\$3,776.72	\$3,868.84	\$3,960.95	\$4,053.07

**City of Madera Full Time Salary Schedule Effective 6/15/2024**

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Utility Billing Supervisor	MM	334	\$1,996.13	\$2,095.69	\$2,200.86	\$2,310.54	\$2,426.41	\$2,547.33	\$2,611.02	\$2,674.70	\$2,738.38	\$2,802.07
Waste Water Treatment Plant Manager	MM	459	\$3,723.42	\$3,909.59	\$4,104.76	\$4,310.05	\$4,525.47	\$4,752.14	\$4,870.94	\$4,989.74	\$5,108.55	\$5,227.35
Wastewater Collection System Supervisor	MM	346	\$2,119.31	\$2,225.05	\$2,336.41	\$2,453.40	\$2,576.02	\$2,704.82	\$2,772.44	\$2,840.06	\$2,907.68	\$2,975.30
Water & Sewer Operations Manager	MM	423	\$3,111.47	\$3,266.71	\$3,430.38	\$3,601.93	\$3,781.91	\$3,970.89	\$4,070.17	\$4,169.44	\$4,268.71	\$4,367.98
Water Meter & Conservation Supervisor	MM	340	\$2,056.88	\$2,159.24	\$2,267.23	\$2,380.85	\$2,500.09	\$2,624.95	\$2,690.58	\$2,756.20	\$2,821.82	\$2,887.45
Water System Supervisor	MM	385	\$2,574.33	\$2,702.57	\$2,838.12	\$2,979.86	\$3,128.91	\$3,285.27	\$3,367.40	\$3,449.53	\$3,531.66	\$3,613.79



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2024

**Agenda Number:** B-5

**SUBJECT:**

Medical and Dental Insurance Plan Renewals

**RECOMMENDATION:**

Adopt a Minute Order:

1. Approving the renewal of the City's medical and dental plans as presented; and
2. Authorizing the City Manager to execute any documents necessary to effectuate the plan renewals and administration.

**SUMMARY:**

The City of Madera offers health benefits to its employees through an Internal Revenue Service (IRS) Section 125 cafeteria-style plan. The City's Section 125 plan includes medical, dental, and vision insurance benefits; group life insurance buy-up and accidental death and dismemberment benefits for employees, spouses, and dependents; a medical expense flexible spending account option; and a dependent care flexible spending account option. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding (MOUs) between the City and bargaining units. The Section 125 plan allows employees to use the City's contribution to pay premiums on a pre-tax basis.

Overall, the City's renewal for the 2025 plan year is very favorable. Medical plans through Anthem and Kaiser will experience an increase of 4.72%, Delta Dental will decrease by 3.5 %. The remaining benefit plans through Superior Vision and Lincoln Life are in multi-year rate locks with no change to premiums.

In addition to standard health benefits as noted above, as a requirement for participation in the Central San Joaquin Risk Management Authority (CSJVRMA), the City provides an Employee Assistance Program (EAP). The City participates under the CSJVRMA's agreement for services

with Halcyon and does not contract directly with the provider. There is no change to the EAP premium rate.

**DISCUSSION:**

Medical Plan

In 2021, the City joined PRISM for health benefits. PRISMHealth is a public entity risk-sharing pool that is focused on creating value and long-term stability. It was expected that over time, the PRISMHealth option would allow the City to offer multiple plans for employees to choose from and, at the same time, reduce the market volatility the City had experienced with a stand-alone plan. Beginning in July 2021, the City has been able to offer employees a choice of four (4) medical plans through PRISMHealth: Anthem Core, Anthem Buy-up, Kaiser Core, and Kaiser Buy-up. The plan design for these four (4) options are summarized in Table 1.

<b>Table 1. Summary of Medical Insurance Plan Designs</b>				
<i>Plan Benefit</i>	<i>Anthem PPO</i>		<i>Kaiser Permanente HMO</i>	
	<i>Core</i>	<i>Buy-Up</i>	<i>Core</i>	<i>Buy-Up</i>
Deductible Self   Family	\$500   \$1,000	None	\$300   \$900	None
Annual Out-of-Pocket Maximum Self   Family	\$3,000   \$6,000	\$1,000   \$2,000	\$2,500   \$7,500	\$1,500   \$3,000
Office Visits Primary Care or Specialist	\$20	\$10	\$30	\$10
Urgent Care	\$20	\$10	\$30	\$10
Emergency Room (waived if admitted)	\$250 + 20%	\$50	\$75	\$50
Outpatient Surgery	20%	\$100	20%	\$10/procedure
Inpatient Hospital Stay	20%	\$100 per day (up to 7 days)	20%	No Charge
Pharmacy - Retail	<i>Administered by Express Scripts</i>			
RX Copay Out of Pocket Max	\$2,000	\$1,000	Combined with Medical	
Tier 1   Tier 2   Tier 3 Tier 4 or Specialty	\$15   \$30   \$50 30% up to \$500	\$10   \$25   \$40 30% up to \$500	\$10   \$30   \$30 \$30	\$10   \$10   \$10 \$10

PRISMHealth determines annual renewal rates by overall pool performance and cost of claims. Additionally, reserves can be utilized when prudent to off-set large expenses to manage premium volatility, such as when health plans saw a significant uptick in total claims in 2022 as care that was deferred during the COVID pandemic was sought. PRISMHealth members are additionally evaluated for an individual Claims Performance Risk Adjustment (CPRA) based on a review of 18-

months of the entity’s claims data compared to the overall pool. This analysis can lead to an adjustment of plus or minus 7.5% to the pool renewal rate. CPRA adjustments cannot be applied more than once in a two (2) year period.

The City’s 2024 renewal was based on a CPRA, so it is not eligible for a CPRA adjustment on the 2025 renewal. The pool had very favorable claims development, and the pool renewal rate for the City of Madera for 2025 is 4.72%. Table 2 summarizes the existing 2024 rates and the 2025 renewal rates.

<b>Table 2. Monthly Medical Plan Premiums (dollars)</b>						
<i>Enrollment Level</i>	<i>2024 Plan Premiums (current)</i>			<i>2025 Plan Premiums (renewal)</i>		
	<i>Employee Only</i>	<i>Employee+1</i>	<i>Employee +Family</i>	<i>Employee Only</i>	<i>Employee+1</i>	<i>Employee +Family</i>
Anthem Core	966	1,760	2,524	1,013	1,844	2,644
Anthem Buy-up	1,064	1,936	2,777	1,115	2,028	2,909
Kaiser Core	882	1,604	2,301	925	1,681	2,411
Kaiser Buy-up	989	1,802	2,584	1,037	1,888	2,707

Dental

In July 2021, the City moved dental insurance into the PRISM pool as well, opting for a Delta Dental plan. The City was offered a rate decrease for the 2024 plan year, and has been offered a decrease again for the 2025 plan year. Monthly dental premiums are shown in Table 3.

<b>Table 3. Monthly Dental Plan Premiums (dollars)</b>			
	<i>Employee Only</i>	<i>Employee+1</i>	<i>Employee +Family</i>
2024 Plan Premiums (Current)	27.50	57.50	106.40
2025 Plan premiums (Renewal)	26.50	55.50	102.70

Vision

The City’s vision insurance is through Superior Vision. This plan is still purchased on the open market as to date, the premiums are more favorable than plans offered in the PRISM pool. The City was offered a three (3) year renewal with a rate pass in 2024. This means that the City’s premiums will remain the same as current and will not be due for renewal until January 2026. Monthly vision premiums are shown in Table 4.

<b>Table 4. Monthly Vision Plan Premiums (dollars)</b>			
	<i>Employee Only</i>	<i>Employee+1</i>	<i>Employee +Family</i>
2021 - 2023 (prior rate period)	\$6.24	\$9.69	\$15.36
2024 - 2026 (current rate period)	\$6.24	\$9.69	\$15.36

### Life and Long Term Disability Insurance

The City provides basic life insurance and dependent life insurance for employees and their dependents. Employees may purchase additional voluntary life insurance at their own expense. The City also provides long term disability insurance that provides income protection after a ninety (90) day waiting period for disabling illnesses and conditions that prevent an employee from working. The City purchases the life and long term disability plans through the PRISM pool from Lincoln Financial. For 2024, the City was offered a three (3) year renewal with a rate pass. Table 5 shows the premiums that are in effect until the next renewal in January 2026.

<b>Table 5. Life and Long-Term Disability Premium Rates (dollars)</b>			
	<i>Basic Life with Accidental Death &amp; Dismemberment</i>	<i>Basic Dependent Life</i>	<i>Long Term Disability</i>
2021 - 2023 (prior rate period)	0.165/1,000 coverage	1.75 per month	0.36/100 payroll
2024 -2026 (current rate period)	0.165/1,000 coverage	1.75 per month	0.36/100 payroll

### Employee Assistance Program (EAP)

As a participating member of CSJVRMA, the City is required to offer an EAP. EAP plans offer limited mental health counseling services to address immediate needs, with the intent to help individuals who need long-term mental health assistance find an appropriate provider within their medical network to take over care. The plan also provides assistance in managing issues with daily life challenges such as finding child care, elder care, or basic legal services; services to assist when life's challenges affect work performance; counseling services for interoffice conflict resolution; and critical incident response services. CSJVRMA contracts with Simple Therapy (formerly Halcyon) for these benefits and under the most recent contract, provides wellness benefits through the same provider. The premium for the EAP and Wellness plans is \$2.15 per employee per month.

### IRS Section 125 Plan

The City's IRS Section 125 Plan provides an opportunity for employees to pay health insurance premiums on a pre-tax basis. In addition, the Section 125 Plan also includes Flexible Spending Accounts (FSAs) for both medical and dependent care expenses. The medical FSA is authorized to match the annual IRS limit, currently \$3,200 per plan year. The IRS has not traditionally adjusted the limit for dependent care expense FSAs and this plan limit is \$5,000 per plan year. Employees may elect participation through pre-tax payroll deductions into the FSA plans. The medical FSA monies can be used for out-of-pocket expenses for co-pays, deductibles, eligible over-the-counter items such as cold medicine and acne products, vision services, glasses, contacts, dental services, and orthodontic services. The dependent care FSA monies can be used to pay for expenses related to preschool, daycare, summer care, and similar dependent childcare situations. These plans are currently administered by Navia Benefit Solutions. Staff is currently reviewing the plan administrator to determine if a change is beneficial. Should such change be recommended, staff will bring an item for Council's consideration. The current agreement with

Navia requires a sixty (60) day notice of termination; any recommendation to effectuate change will be brought with sufficient time to transition for the plan year beginning January 1, 2025.

**FINANCIAL IMPACT:**

Health plan premiums (medical, dental, and vision) are paid by employees through payroll deductions. The City’s contributions toward health insurance are negotiated with the bargaining units and captured in the applicable MOUs. The MOUs state that the City’s contribution will be equal to the Core plan for Anthem or Kaiser, plus dental, plus vision insurance at each enrollment level through the term of the MOUs, or June 30, 2025. Table 6 provides an estimate based on current enrollment of the increased cost to the City for health contributions. These amounts will begin in January 2025 and will be included in the proposed fiscal year 2024-25 operating budget.

<b>Table 6. Estimated Cost to City based on MOU Provisions and Renewal Premiums</b>			
<i>Plan/Tier</i>	<i>Current Enrollment Count</i>	<i>Annual Increase to City Contribution per Employee*</i>	<i>Total Annual Increase to City Contribution*</i>
Anthem EE Only	41	552	22,632
Anthem EE+1	29	984	28,536
Anthem EE+Family	77	1,396	107,461
Kaiser EE Only	14	504	7,056
Kaiser EE+1	11	900	9,900
Kaiser EE+Family	18	1,276	22,961
<b>Total Estimated Annual Health Increase (1/1/25-12/30/25)</b>			<b>198,546</b>

*\*Rounded to nearest whole dollar*

When the current MOUs were adopted by the City Council, staff was directed to utilize unallocated unreserved General Fund dollars at that time for any increase to the City’s health insurance contribution over the City’s existing contributions for the term of the MOUs. A General Fund designation was made in the City’s financial statements and these funds will be used to pay for the increase to the City’s contribution for all employees regardless of their normal payroll expensing department. This is included in the operating budget as an expense in the employee’s typical payroll expensing department, with a transfer in from the General Fund to offset the expense. This methodology allows the City to accurately capture expenses where they are incurred while funding the expense as directed by Council.

**ALTERNATIVES:**

Council may direct staff to explore changes to the plan designs. While the City has the authority to determine carriers under the MOUs, bargaining units have input on plan design. Should the Council desire to effectuate a change to the plan designs, staff would begin the process of meeting with bargaining unit representatives.

**ATTACHMENTS:**

1. 2025 Monthly Health Premiums with City Contribution and Employee Out-of-Pocket

**January - December 2025 Monthly Health Premiums  
City Contribution/Employee Out-of-Pocket**

Plan
Plan Type
Medical
Dental
Vision
City Contribution
Monthly Total Premium
City Contribution
Employee Monthly Out-of-Pocket
Increase to City Contribution from 2024 to 2025 Rate
Increase to Employee Out-of-Pocket from 2024 to 2025Rate

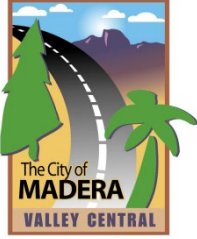
Kaiser Core		
EE Only	EE+1	EE+Family
925.00	1681.00	2411.00
26.50	55.50	102.70
6.24	9.69	15.36
957.74	1746.19	2529.06
957.74	1746.19	2529.06
0.00	0.00	0.00
42.00	75.00	106.30
0.00	0.00	0.00

Kaiser Buy-up		
EE Only	EE+1	EE+Family
1037.00	1888.00	2707.00
26.50	55.50	102.70
6.24	9.69	15.36
1069.74	1953.19	2825.06
957.74	1746.19	2529.06
112.00	207.00	296.00
42.00	75.00	106.30
5.00	9.00	13.00

Plan
Plan Type
Medical
Dental
Vision
City Contribution
Monthly Total Premium
City Contribution
Employee Monthly Out-of-Pocket
Increase to City Contribution from 2024 to 2025 Rate
Increase to Employee Out-of-Pocket from 2024 to 2025Rate

Anthem Core		
EE Only	EE+1	EE+Family
1013.00	1844.00	2644.00
26.50	55.50	102.70
6.24	9.69	15.36
1045.74	1909.19	2762.06
1045.74	1909.19	2762.06
0.00	0.00	0.00
46.00	82.00	116.30
0.00	0.00	0.00

Anthem Buy-up		
EE Only	EE+1	EE+Family
1115.00	2028.00	2909.00
26.50	55.50	102.70
6.24	9.69	15.36
1147.74	2093.19	3027.06
1045.74	1909.19	2762.06
102.00	184.00	265.00
46.00	82.00	116.30
4.00	8.00	12.00



## REPORT TO CITY COUNCIL

**Approved by:**

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2024

**Agenda Number:** B-6

**SUBJECT:**

2024 Old Timers Day Parade and Booths in the Park event entries

**RECOMMENDATION:**

Approve a Minute Order authorizing the City Manager to execute documents necessary for any City entries in the Old Timers Day Parade and related Booths in the Park event scheduled September 28, 2024

**SUMMARY:**

The City Council and various City departments have traditionally participated in the Old Timers Day Parade. The parade is one of Madera's most historic and longest legacies. This day marks the parade's 93<sup>rd</sup> year of history. In order for Councilmembers or other City departments to participate in the parade event or booths in the park, applications including hold harmless agreements, must be executed. In addition, an entry fee is paid per entry and the City typically has several entries, such as emergency response vehicles.

**DISCUSSION:**

The 2024 Madera Old Timers' Day Parade and Booths in the Park event will occur on the morning of Saturday, September 28, 2024. The City Council has historically participated in the event, as well as City departments. In order to participate, applications and hold harmless agreements must be executed on behalf of the City and submitted to event organizers. The requested action is to authorize the City Manager to execute any required documentation for these entries on behalf of the City.

**FINANCIAL IMPACT:**

The parade and park events have various entry fees depending on the type of entry. Cost ranges from \$50 to \$100 depending on the entry. Funds to pay for the entry fees would come from existing budgeted dollars; there is no request for additional appropriation of funds.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

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

**Category of Entries (SELECT ONE)**

(see parade rules #5 & #6)

**Class: 1 Floats**

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

**Class 2: Military Units**

- 1. Drill Teams
- 2. Color Guard

**Class 3: Bands**

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

**Class 4: Drill Teams (Non Military)**

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

**Class 5: Majorette/Drum Majors**

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

**Class 6 Open Class**

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

**Class 7: Divided Classes (Male & Female)**

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

**Class 8: Hitch Classes**

- 1. Horse
- 2. Pony
- 3. Mule

**Class 9: Special Groups**

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

**Class 10: Youth Groups**

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

**Class 11: Non-Judged**

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

**Entry Fees:**

Political	\$100.00
All Others	\$45.00
Late Fees (after 9/20/2024)	\$20.00
<i>No Entry Fee for Bands</i>	

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

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

Or email forms to: [559agent@gmail.com](mailto:559agent@gmail.com)

Please make checks payable to:  
Madera Downtown Association

**PARADE RULES**

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

**PARADE GOES ON RAIN OR SHINE!**

**AWARDS CEREMONY**

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

**AWARDS**

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

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

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

**Questions ??**

Call: 559-474-9901  
Email: [559agent@com](mailto:559agent@com)



**ENTRY FORM**  
2024 Old Timers' Day Parade  
Saturday, September 28, 2024  
Entries Close September 18, 2024

Organization Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

# of Participants \_\_\_\_\_ # of Vehicles \_\_\_\_\_

Entry Type \_\_\_\_\_

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

Approx. length of entry \_\_\_\_\_

Amount Enclosed \$ \_\_\_\_\_

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

Signature of Authorized Representative \_\_\_\_\_



# 2024 Old Timers Day Parade HOLD HARMLESS AGREEMENT

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

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

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

I agree to the Hold Harmless Agreement.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

\_\_\_\_\_  
Print Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT

Date \_\_\_\_\_



**The Madera Downtown Association & Madera Sunrise Rotary  
2024 Old Timers' Day Parade  
SATURDAY SEPTEMBER 28, 2024 AT 10:00 A.M.**

**Entries due by September 18, 2024**

## **Announcers Script Information**

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

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

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

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

**Please contact the parade organizer with any questions  
at: [559agent@gmail.com](mailto:559agent@gmail.com) or [\(559\) 474-9901](tel:5594749901)**



## 2024 BOOTHS IN THE PARK APPLICATION COMING SOON

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Fields marked with an \* are required

*Event Name: **2024 Booths In The Park***

*Event Organizer: **Madera Young Professionals (MYP)***

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

*Event Date & Time: **September 28, 2024 | 8:00 AM - 3:00 PM***

*Event Contact: **Saim Mohammad | (559) 514-4516 |***

***MaderaYoungPro@gmail.com***

**To Reserve A Booth Space, Please Complete All Fields Below**

**Please Note the Following:**

1. Each space size is 10 x 10, exceptions can be made for food vendors. Only cash or check payments will be accepted.
2. All checks must be made payable to **Madera Young Professionals**. Payments can be dropped off or mailed to **300 N. Gateway Drive, #100, Madera, CA 93637**. (The Salazar Group)
3. A Concessionaire Health Permit application must be completed by all applicants serving consumable items.



be eligible for health fee exemptions. (Please refer to health permit

requirements for most spaces. Spaces with electricity access will be prioritized for these items.

Applicants must provide a site map validating their space location approximately one

(1) week before the event.

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

**Company Name \***

Type Here

**Contact Name \***

Type Here

**Contact Email \***

Type Here

**Contact Phone \***

Type Here

**Booth Space Type (Cash or Checks Only) \***

Standard (\$50.00)



**# of Spaces Needed \***

1





**COMPLETE ALL REQUIRED QUESTIONS BELOW**

**be selling? (If food or beverage, details of each**

Type Here

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

- Yes
- No

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

Type Here

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

- Yes
- No

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

Type Here

### **Madera Young Professionals Liability Release and Hold Harmless Agreement**

My signature below confirms that I, my business/organization, employees, and volunteers hereby release and hold the Madera Young Professionals, its board and volunteers and the County of Madera, its Board of Supervisors, the individual members thereof, and all County



, and representatives of any and all claims, suits, actions, on that may arise on September 28th, 2024 at the Madera Mts in the Park event. I agreed to reserve space at this event ; a public event with no enclosed perimeter and no dedicated security.

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

**Date \***

Tuesday, July 30 2024

**Organization Name: \***

Type Organization Name Here

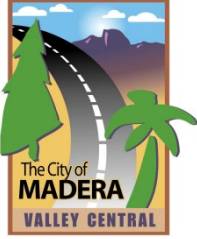
**Representative Name: \***

Type Your Name Here

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

Representative Signature

Submit



## REPORT TO CITY COUNCIL

Approved by

Keith Helmut, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: August 7, 2024

Agenda Number: B-7

### SUBJECT:

Request by Leonides Reyes, Cristina Merino De Reyes, and Julita Alicia Espinosa Soriano for connection to the City's water system

### RECOMMENDATION:

Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 28565 Avenue 14 (APN 035-222-023)

### SUMMARY:

The City has a policy wherein properties located outside the City Limits, but proximate to the City water and sewer systems, may, under certain conditions, apply for and receive City utility services. If approved by Council, this Agreement will be documented and recorded on the property's title, ensuring that future transactions involving the property, such as its sale, will entail the Agreement being listed in the Title Report. This provision ensures that all stakeholders involved in property transactions are made aware of the Agreement's existence and terms.

### DISCUSSION:

The property owners, Leonides Reyes, Cristina Merino De Reyes, and Julita Alicia Espinosa Soriano (Owners), have an existing single-family residence on a 0.59-acre parcel located on the north side of Avenue 14, between Road 28 ½ and Road 29. The Owners have made a request to connect to the existing 12-inch City water main in Avenue 14 due to the failure of their well, which previously served their water needs. They have emphasized the urgency of this matter as the lack of potable water leaves them with limited options, potentially requiring reliance on bottled water or incurring expenses for water delivery services.

Fortunately, their property fronts the 12-inch water line that was installed in 2018 as part of a Self-Help Enterprises water main extension project. This existing infrastructure provides a feasible solution to address the immediate water needs of the property owners.

Importantly, all expenses associated with the water service lateral installation and subsequent charges will be borne by the Owners, including:

- **Water Service Lateral:** A one-inch water meter will be installed on the existing service lateral leading to the property. This metered installation will follow the standard procedure for all new City connections.
- **Development Impact Fees (DIF):** A DIF of \$845, designed for one house, will be collected prior to permitting the water connection. This fee aligns with the City's development policies and is a standard procedure for new connections.
- **Encroachment Permit Fee:** An encroachment permit fee of \$202 will be levied on the customers. This fee covers administrative expenses related to the installation process.
- **Volumetric Charges:** Once connected, the customers will be subject to volumetric charges, akin to existing customers. These charges are consumption-based and will be reflective of their water usage.

The Local Agency Formation Commission (LAFCO) has approved the connection for the home on this parcel to City water service outside the current City limits. This Agreement will be recorded on the title and will outline specific terms and conditions pertinent to the provided services. The Agreement serves as a critical document delineating the terms of service for the subject property and includes the Owners' covenant not to protest annexation. This covenant signifies the property owners' agreement not to oppose or protest potential future annexation efforts by the City.

#### **FINANCIAL IMPACT:**

In consideration of the request for the outside city limits water connection, it is important to note that approving this request incurs no additional expense to the City, the Water Enterprise Fund, or the General Fund. All costs associated with the physical construction of the water lateral and meter will be solely borne by the Owners.

This arrangement ensures that the financial burden of the physical installation of the water lateral and meter, as well as the applicable DIF fees, falls entirely upon the property Owners. There is no direct impact on the City's financial resources or utility funds due to this approval.

#### **ALTERNATIVES:**

The denial of this Agreement could impact the residents of the specified property, leading them to face unforeseen challenges. Without the approved water connection, the residents may encounter difficulties in obtaining access to potable water. This could prompt them to seek alternative and potentially costly measures to meet their basic water needs. Such alternatives might include reliance on bottled water or the expense of arranging water delivery services.

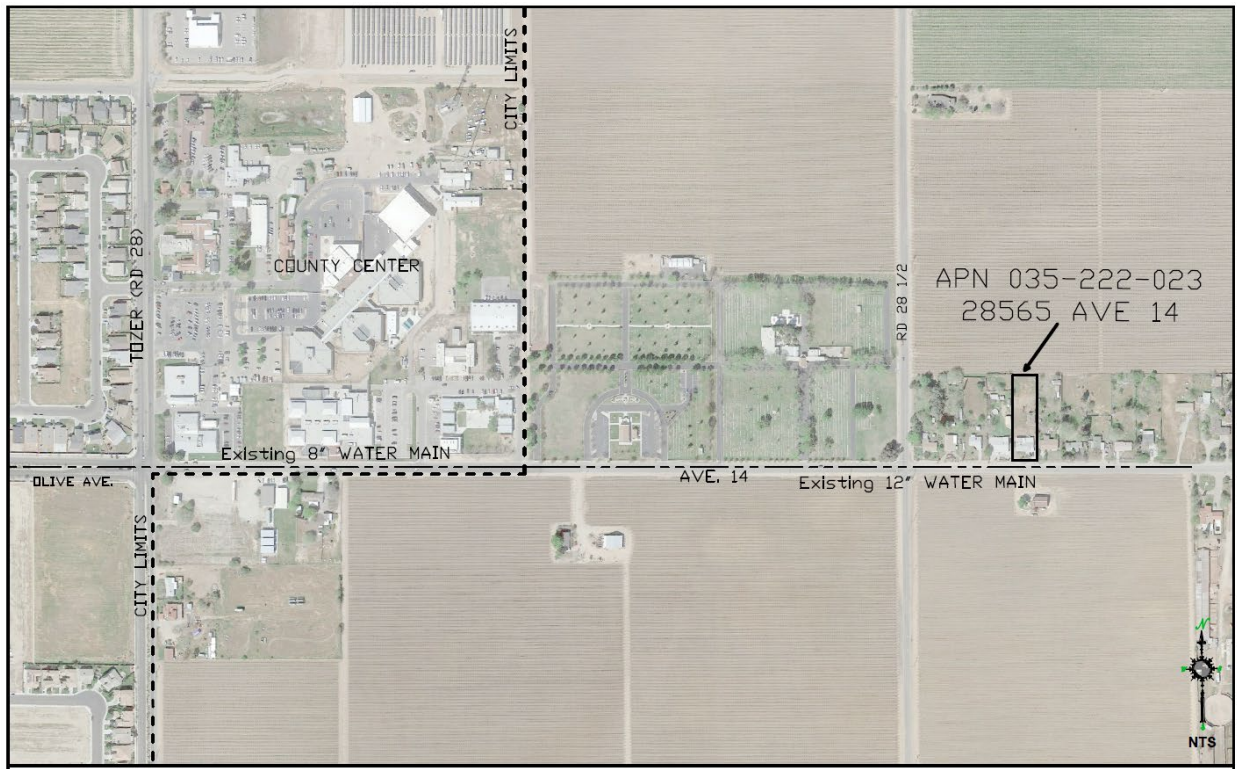
**ATTACHMENTS:**

1. Location Map
2. Resolution  
    Exhibit A – Agreement

**Attachment 1**

Location Map

28565 Avenue 14



**Attachment 2**

Resolution

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER  
CONNECTION FOR 28565 AVENUE 14 (APN 035-222-023)**

**WHEREAS**, Leonides Reyes, Cristina Merino De Reyes, and Julita Alicia Espinosa Soriano own the property located at 28565 Avenue 14 (“Property”) and desire to connect the Property to the City water system; and

**WHEREAS**, the property is located in the unincorporated territory of the County of Madera; and

**WHEREAS**, the City Council is willing to authorize said connection to the City’s water system, subject to certain conditions; and

**WHEREAS**, all costs to connect to the City water system will be borne by the Property owner.

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

1. The above recitals are true and correct.
2. The Council approves the Agreement for Outside City Limits Water Connection for 28565 Avenue 14 (APN 035-222-023) which is attached to this resolution as Exhibit A and incorporated by reference.
3. The City Engineer and City Clerk with concurrence of the City Attorney are authorized to make any clerical and non-material corrections to this resolution and the Agreement.
4. Staff is hereby directed to record the Agreement.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit A**

Agreement

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF MADERA  
205 W. 4<sup>TH</sup> STREET  
MADERA, CA 93637

---

Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due

Address: 28565 Avenue 14, Madera, California  
APN: 035-222-023

**AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION  
FOR 28565 Avenue 14 (APN 035-222-023)**

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 28565 Avenue 14 (“Agreement”), is made and entered into this 17th day of July, 2024, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called “CITY”, and LEONIDES REYES, CRISTINA MERINO DE REYES AND JULITA ALICIA ESPINOSA SORIANO, hereinafter called “OWNER”.

**RECITALS**

- A. OWNER is the record owner of that certain real property located at 28565 Avenue 14, in the County of Madera, California and more particularly described below.
- B. The Property consists of 0.59 acres, more or less, located on the north side of Avenue 14, between Road 28 ½ and Road 29, known as 28565 Avenue 14, in the unincorporated territory of Madera County (the “Subject Property”).
- C. OWNER desires a water connection to serve one single-family dwelling on the Subject Property.
- D. CITY is willing to authorize said water connection subject to conditions as set forth in this Agreement.

**AGREEMENT**

In consideration of the recitals above, which are incorporated herein, and the mutual promises contained herein, the Parties agree as follows:

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 12-inch water main on Avenue 14 to serve one dwelling for domestic residential (no

commercial or agricultural) uses only on the Subject Property located at 28565 Avenue 14, which property is more particularly described as follows:

Parcel 1 of that certain Parcel Map recorded October 24, 1968 in Book 15, Page 54 of Maps, in the unincorporated area, County of Madera, State of California, Madera County Records.

APN: 035-222-023

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total \$845.00 or that which may be in effect at the time fees are paid. Impact fees are based on one single family residence on a single parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay the CITY connection, permit, inspection or other fees as required. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. Municipal Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Municipal Service Application to apply for water and agree to pay the water rates applicable to City residents which will be billed in accordance with City billing of City residents. As a new water service connection, OWNER is required to install a water meter and a reduced pressure back flow prevention device at property line in accordance with CITY Standard Specifications and destroy any existing well onsite or disconnect from any community well in accordance with the Madera County and California Department of Health Standards.

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

5. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land identified in Exhibit A attached hereto. This Agreement shall be executed in recordable form.

6. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: Leonides Reyes, Cristina Merino De Reyes and Julita Alicia  
Espinosa Soriano  
28565 Avenue 14  
Madera, CA 93637

TO CITY: CITY OF MADERA  
Attn: City Manager  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the 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.

7. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic water service to the Subject Property. Any future water connection for property development purposes is subject to CITY approval.

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review. The CITY has prepared and submitted the required application, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

9. Annexation. In accordance with Government Code Section 56133 (b) and LAFCo's approval of the application to extend and/or connect utility services to the Subject Property, OWNER agrees not to protest the future annexation of the subject property into the City of Madera, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of water or sanitary sewer service, which might materially prejudice those holding interest in the Subject Property.

10. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party

who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

12. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

13. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

14. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared

it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

17. Applicable Law. This Agreement shall be governed and construed in accordance with California law. This Agreement concerns real property located in Madera, California and each party agrees that a court of competent jurisdiction for the judicial district including Madera, California would be the most appropriate court for any litigation that might arise in connection with this Agreement.

18. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

19. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Madera.

20. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic use and residential landscape irrigation use. No use of CITY water for agricultural irrigation or other use atypical of residential use shall be allowed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

**CITY OF MADERA**

By: \_\_\_\_\_  
Keith B. Helmuth, City Engineer

By: \_\_\_\_\_  
Santos Garcia, Mayor

**OWNERS**

By: \_\_\_\_\_  
Leonides Reyes

By: \_\_\_\_\_  
Cristina Merino De Reyes

By: \_\_\_\_\_  
Julita Alicia Espinosa Soriano

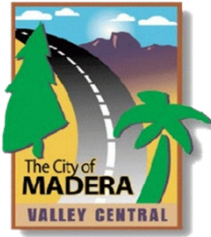
***ATTACH NOTARY ACKNOWLEDGEMENTS***

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Shannon L. Chaffin, City Attorney



Madera City Council Meeting

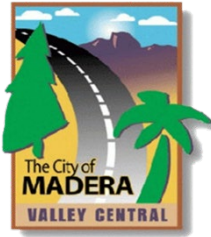
August 7, 2024

Agenda Item: C-1

**Homelessness: Governor Newsom Executive Order**

(Report by Giachino Chiaramonte)

There is no written report for this item.



Madera City Council Meeting

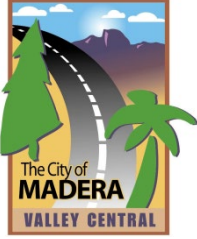
August 7, 2024

Agenda Item: C-2

**Budget Workshop**

(Report by Michael Lima)

There is no written report for this item.



## REPORT TO CITY COUNCIL

Approved by:

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: August 7, 2024

Agenda Number:     D-1    

### SUBJECT:

HOME Project Jurisdiction Funding Acceptance

### RECOMMENDATION:

Adopt a Resolution Authorizing staff to accept HOME Project Jurisdiction funding in the amount of \$372,064.92 and approve budget amendment for \$500,000 to appropriate the funding and an accompanying match.

### SUMMARY:

The City was recently notified that it had been awarded \$372,064.92 of HOME Investment Partnerships Program Project Jurisdiction (HOME PJ) funds by the U.S. Department of Housing and Urban Development (HUD). While this is the first time that the City has been awarded HOME PJ funds, the City can expect to receive them annually after accepting the initial allocation. These monies can be used for a variety of home related activities, such as:

1. Rehabilitation
2. Purchasing
3. Rental housing construction, or
4. Rental assistance functions

In order to accept these funds, the City must make a one-time match payment of \$127,935.08 and budget it with the HOME PJ funds. Staff is recommending that the City allocate funds from the General Fund's fund balance for this match. Moving forward, it is not expected that the City will need to provide matching funds. Staff has included a budget amendment as part of this agenda item to fulfill HUD's budgeting requirement.

**DISCUSSION:**

The City was notified on May 18, 2024 that it had been awarded HOME PJ funds in the amount of \$372,064.92. The City received HOME PJ monies in the past; however, the City received those monies as a sub-recipient of the State and their allocation of HOME PJ funds. This is the first time that the City has been directly awarded HOME PJ funds. The deadline by which the City must express its interest in accepting the funds is August 14, 2024.

HOME PJ monies can be used for various purposes, including:

- Assisting existing owner-occupants with funding to repair, rehabilitate, or reconstruct their homes.
- Funding a down payment assistance program for new/eligible homebuyers.
- Constructing or rehabilitating affordable rental housing, either with the City as a stand-alone developer or in partnership with other public or private developers.
- Rental and/or security deposit assistance programs for tenants.

The City has two years from acceptance of the grant to develop an expenditure plan for the fund, and an additional two years to expend the funds. Should this item be approved, staff will draft an expenditure plan and will present it to Council at a future date for its consideration.

In order to receive the HOME PJ monies, HUD requires a Resolution from the governing body authorizing acceptance of the funds. Additionally, HUD requires that the HOME PJ funds and a one-time match be budgeted. The City's match is based on the award amount equals \$127,935.08. Funds for the match will originate from the City's General Fund's fund balance. The City will not be required to make any match on future HOME PJ allocations. Funding for this match is reflected in the budget amendment incorporated within this agenda item. Both the grant allocation and the match will also be included in the Fiscal Year 2024/25 Proposed Budget.

**FINANCIAL IMPACT:**

If approved, the City will receive \$372,064.92 in HOME PJ funds from HUD. The City will also expend \$127,935.08 in match, which will come from the General Fund's fund balance. Future HOME PJ allocations will not need a match.

**ALTERNATIVES:**

Council may reject the resolution and the budget amendment, thereby turning down the HOME PJ funds. The result of that action would mean the City would not receive \$372,064.92 of HOME PJ funds. However, it would also save \$127,935.08 of General Fund monies from a match commitment that would not need to be made. While turning down HOME PJ funds would not preclude the City from receiving these funds in the future, there is no guarantee as to when the City would receive them.

**ATTACHMENTS:**

1. Resolution
2. Budget Amendment

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA AUTHORIZING STAFF TO ACCEPT HOME PROJECT  
JURISDICTION FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT**

**WHEREAS**, the City of Madera was notified on May 18, 2024 that it had been awarded \$372,064.92 of HOME Project Justification (HOME PF) monies; and

**WHEREAS**, HOME PJ monies can be used for an array of housing and rental support programs; and,

**WHEREAS**, The City must declare its intent to receive the funds by August 14, 2024 and

**WHEREAS**, the City must budget the HOME PJ funds and a one-time match of \$127,935.08 in order to receive the allocation; and

**WHEREAS**, receiving the HOME PJ monies would help the City meet its goal of providing affordable housing for its citizens.

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

1. The above recitals are true and correct.
2. The City Council (Council) accepts the \$372,064.92 of HOME PJ funding and authorizes the City Manager to execute any documents required to secure the funds.
3. The Council approves the attached budget amendment (Exhibit A), which appropriates the HOME PJ monies and a one-time match of \$127,935.08.
4. This Resolution is effective immediately upon adoption.

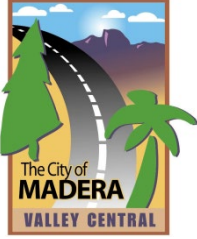
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**EXHIBIT A  
CITY OF MADERA**

**Budget Appropriations: Res. 24-**

**Budget Adjustments for Fiscal Year 2024/25**

<b>FUND</b>	<b>ORG CODE</b>	<b>OBJECT CODE</b>	<b>DESCRIPTION</b>	<b>(+)</b>	<b>(-)</b>
General Fund	10201200	4900	Budgetary Carryover		\$127,935)
General Fund	10202000	8200	Transfer Out	127,935	
Housing Development Fund	44004440	4355	Transfer In		(127,935)
Housing Development Fund	44004440	4434	Grants		(372,065)
Housing Development Fund	44004440	6440	Contracted Services	500,000	
				<b><u>\$627,935</u></b>	<b><u>\$(627,935)</u></b>



## REPORT TO CITY COUNCIL

**Approved by:**

*Joseph Hebert*

Joseph Hebert, Parks & Community Services Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2024

**Agenda Number:** D-2

**SUBJECT:**

Second 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 Second Amendment to the Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc. (CAPMC)

**SUMMARY:**

The City has maintained a written Lease Agreement with CAPMC for over 28 years for the use of a building at the Millview Community Center. CAPMC uses the Millview Community Center to house a Head Start program which provides preschool for Madera's young children.

Staff is recommending a second amendment to the lease agreement be approved between City and CAPMC for the utilization of the facility at the Millview Community Center, for the operations of a Head Start program overseen by CAPMC. The second amendment would extend the lease agreement by an additional 90 days through November 13, 2024. The lease agreement is set to expire on August 15, 2024.

**DISCUSSION:**

On May 15, 2024, staff requested approval of the first amendment to the lease agreement, extending the lease through August 15, 2024. Council approved the request. This came after CAPMC requested the lease agreement be renewed on April 30, 2024, as the current lease agreement was set to expire on May 15, 2024. Due to the short turnaround, and to ensure a

thorough review of the agreement for revisions and updates, City staff requested the 90-day agreement extension to finalize the negotiations without interruption to the lease agreement.

Although progress was made in revising the lease agreement since May 2024, staff is requesting an additional 90-day period to finalize key aspects of the lease agreement, most importantly the base fee rent.

CAPMC first entered into a Lease Agreement with the City in 1995 for the use of the Millview Community Center facilities. Several amendments and an updated, consolidated agreement in 2016 followed the 1995 agreement. The most recent lease agreement was executed in May 2021 and was set for three years, through May 2024. Base rent was set at \$500 in monthly fees.

Per the existing and prior agreements, CAPMC has had exclusive use of the west wing of the Millview Community Center facility, including a kitchen and an outdoor play area with playground equipment. CAPMC has used this facility for the operation of the Verdell McKelvey Head Start program since 1995. The Head Start program serves children from birth to age 5 and their families through a variety of services related to growth and development in a positive learning environment. These services focus on early learning, health, and family well-being.

**FINANCIAL IMPACT:**

The monthly revenue generated from the lease agreement is currently set at \$500. This totals \$6,000 in annual revenue relief to the General Fund. Staff would like to ensure the value of the lease agreement aligns with comparable lease agreements, as the monthly rent has been set to the \$500 monthly fee for the last several years.

All revenue generated from the Lease Agreement would be reflected in the PCS Department budget #10206240, Community & Recreation Centers.

**ALTERNATIVES:**

Council may deny the second extension of 90 days, through November 13, 2024, which would result in the immediate termination of the Lease Agreement for Facilities at the Millview Community Center with the CAPMC.

**ATTACHMENTS:**

1. Resolution Approving the Second Amendment to Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc.
  - a. Exhibit A: Second Amendment to the Lease Agreement
2. Resolution No. 24-64 Approving the First Amendment to Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc.
  - a. Exhibit B: First Amendment to the Lease Agreement Approved May 15, 2024

3. Resolution No. 21-57 Approving the Lease Agreement Between the City of Madera and the Community Action Partnership of Madera County, Inc. for Occupation and Use of Facilities at the Millview Community Center – Executed May 5, 2021

**ATTACHMENT 1**

Resolution Approving the Second Amendment to the Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc.

Exhibit A: Lease Agreement

**RESOLUTION NO. 24-\_\_\_\_\_**

**RESOLUTION APPROVING THE SECOND AMENDMENT TO LEASE AGREEMENT FOR FACILITIES AT THE MILLVIEW COMMUNITY CENTER WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.**

**WHEREAS**, the City of Madera (City) owns the Millview Community Center (Center) located at 1901 Clinton Street; and

**WHEREAS**, Community Action Partnership of Madera County, Inc. (CAPMC), has leased a portion of the Millview Community Center since 1995; and

**WHEREAS**, the lease agreement was set to expire May 15, 2024; and

**WHEREAS**, to allow for sufficient time to review the agreement conditions and negotiate as needed, staff requests a 90-day extension to the lease agreement; and

**WHEREAS**, Resolution No. 24-64 approved the first amendment to the lease agreement extending the lease through August 15, 2024; and

**WHEREAS**, a second amendment requesting an additional extension of the lease agreement through November 13, 2024 is being requested; and

**WHEREAS**, the second extension would validate the lease agreement through November 13, 2024; and

**WHEREAS**, this should allow for sufficient time to allow for internal review of the agreement to ensure the City's interest; and

**WHEREAS**, the current monthly rental fee would remain at \$500 during the 90-day extension period.

**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 approves the second extension of 90-days, through November 13, 2024, to the Lease Agreement between the City of Madera and Community Action Partnership of Madera County, Inc. for the occupation and use of facilities at the Millview Community Center.
3. This Resolution is effective immediately upon adoption.

\* \* \* \* \*

Exhibit A: Second Amendment to the Lease Agreement

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER**

This SECOND Amendment to the Lease Agreement for occupation and use of facilities at the Millview Community Center is made by and between the City of Madera, a California municipal corporation, (“City”) and Community Action Partnership of Madera County, Inc. (CAPMC), both hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the City of Madera (City) owns the Millview Community Center (Center) located at 1901 Clinton Street; and

**WHEREAS**, Community Action Partnership of Madera County, Inc. (CAPMC), has leased a portion of the Millview Community Center since 1995; and

**WHEREAS**, the lease agreement was set to expire May 15, 2024; and

**WHEREAS**, to allow for sufficient time to review the agreement conditions and negotiate as needed, staff requests a 90-day extension to the lease agreement; and

**WHEREAS**, Resolution No. 24-64 approved the first amendment to the lease agreement extending the lease through August 15, 2024; and

**WHEREAS**, a second amendment requesting an additional extension of the lease agreement through November 13, 2024 is being requested; and

**WHEREAS**, the second extension would validate the lease agreement through November 13, 2024; and

**WHEREAS**, this should allow for sufficient time to allow for internal review of the agreement to ensure the City’s interest; and

**WHEREAS**, the current monthly rental fee would remain at \$500 during the 90-day extension period.

**AMENDMENT**

1. Section 2 of the Agreement entitled “Term” and is hereby amended as follows:

The term of this Lease (“Term”) shall be for a period commencing on August 16, 2024, and ending on November 13, 2024.”

2. Except as amended by this SECOND Amendment, all terms and conditions of the Agreement shall continue in full force and effect.
3. This SECOND Amendment shall be effective on August 16, 2024.

IN WITNESS WHEREOF, the City of Madera has caused this SECOND Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and Community Action Partnership of Madera County, Inc. has executed this SECOND Amendment to the Lease Agreement on the day and year written below.

**CITY OF MADERA,**  
A municipal corporation

**COMMUNITY ACTION PARTNERSHIP OF  
MADERA COUNTY, INC.**

\_\_\_\_\_  
Santos Garcia, Mayor

\_\_\_\_\_  
Mattie Mendez, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**ATTACHMENT 2**

Resolution No. 24-64 Approving the First Amendment to Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc.

- a. Exhibit B: First Amendment to the Lease Agreement Approved May 15, 2024

**RESOLUTION NO. 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**

**WHEREAS**, the City of Madera (City) owns the Millview Community Center (Center) located at 1901 Clinton Street; and

**WHEREAS**, Community Action Partnership of Madera County, Inc. (CAPMC), has leased a portion of the Millview Community Center since 1995; and

**WHEREAS**, CAPMC utilizes the Center for the primary function of operating a Head Start program; and

**WHEREAS**, CAPMC contacted the City interested in renewing the lease agreement on April 30, 2024; and

**WHEREAS**, to allow for sufficient time to review the agreement conditions and negotiate as needed, staff requests a 90-day extension to the lease agreement; and

**WHEREAS**, the extension would validate the lease agreement through August 15, 2024; and

**WHEREAS**, this should allow for sufficient time to allow for internal review of the agreement to ensure the City's interest; and

**WHEREAS**, the current monthly rental fee would remain at \$500 during the 90-day extension period.

**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 approves the extension of 90-days, through August 15, 2024, to the Lease Agreement between the City of Madera and Community Action Partnership of Madera County, Inc. for occupation and use of facilities at the Millview Community Center.
3. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

PASSED AND ADOPTED by the City Council of the City of Madera this 15<sup>th</sup> day of May 2024 by the following vote:


AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Mejia and Villegas.

NOES: None.

ABSTENTIONS: None.

ABSENT: Councilmember Evans.

APPROVED:

  
\_\_\_\_\_  
SANTOS GARCIA, Mayor

ATTEST:

  
\_\_\_\_\_  
ALICIA GONZALES, City Clerk



Exhibit B

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE  
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE  
OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER**

This FIRST Amendment to the Lease Agreement for occupation and use of facilities at the Millview Community Center is made by and between the City of Madera, a California municipal corporation, ("City") and Community Action Partnership of Madera County, Inc. (CAPMC), both hereinafter collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City of Madera (City) owns the Millview Community Center (Center) located at 1901 Clinton Street; and

**WHEREAS**, Community Action Partnership of Madera County, Inc. (CAPMC), has leased a portion of the Millview Community Center since 1995; and

**WHEREAS**, CAPMC utilizes the Center for the primary function of operating a Head Start program; and

**WHEREAS**, CAPMC and the City Most recently entered into a lease agreement dated May 5, 2021, entitled "Lease Agreement Between The City Of Madera And the Community Action Partnership Of Madera County, Inc. For Occupation And Use Of Facilities At The Millview Community Center" ("Agreement"); and

**WHEREAS**, CAPMC contacted the City interested in renewing the lease agreement on April 30, 2024; and

**WHEREAS**, to allow for sufficient time to review the agreement conditions and negotiate as needed, staff requests a 90-day extension to the lease agreement; and

**WHEREAS**, the extension would validate the lease agreement through August 15, 2024; and

**WHEREAS**, this should allow for sufficient time to allow for internal review of the agreement to ensure the City's interest; and

**WHEREAS**, the current monthly rental fee would remain at \$500 during the 90-day extension period.

**AMENDMENT**

1. Section 2 of the Agreement entitled "Term" and is hereby amended as follows:

The term of this Lease ("Term") shall be for a period commencing on May 16, 2024, and ending on August 15, 2024."

2. Except as amended by this FIRST Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

3. This FIRST Amendment shall be effective on May 15, 2024.

IN WITNESS WHEREOF, the City of Madera has caused this FIRST Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and Community Action Partnership of Madera County, Inc. has executed this FIRST Amendment to the Lease Agreement on the day and year written below.

**CITY OF MADERA,**  
A municipal corporation

  
\_\_\_\_\_  
Santos Garcia, Mayor

05/17/24  
\_\_\_\_\_  
Date

**COMMUNITY ACTION PARTNERSHIP OF  
MADERA COUNTY, INC.**

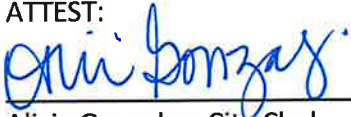
  
\_\_\_\_\_  
Mattie Mendez, Executive Director

5/10/24  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

  
\_\_\_\_\_  
Alicia Gonzales, City Clerk



**ATTACHMENT 3**

Resolution No. 21-57 Approving the Lease Agreement Between the City of Madera and the Community Action Partnership of Madera County, Inc. for Occupation and Use of Facilities at the Millview Community Center – Executed May 5, 2021

**RESOLUTION NO. 21-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING A THREE-YEAR LEASE AGREEMENT WITH THE COMMUNITY  
ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE  
OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER**

**WHEREAS**, the City of Madera (City) owns and operates the Millview Community Center at Madera Sunrise Rotary Sports Complex; and

**WHEREAS**, the Community Action Partnership of Madera County, Inc. (CAPMC) has used the Millview Community Center as a location to operate their Head Start preschool program since 1995; and

**WHEREAS**, the City and CAPMC have historically collaborated, each contributing resources to make the operation of the Head Start program possible; and

**WHEREAS**, the City and CAPMC have previously entered into a Lease Agreement setting forth the duties and obligations of each party with respect to the lease of facilities; and

**WHEREAS**, the City and CAPMC desire to renew the Lease Agreement for a three-year term; and

**WHEREAS**, the Lease Agreement is in the best interests of the City, CAPMC, and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The City Council approves the Lease Agreement with the Community Action Partnership, Inc. for occupation and use of facilities at the Millview Community Center which is attached hereto as Exhibit 1 and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

PASSED AND ADOPTED by the City Council of the City of Madera this 5<sup>th</sup> day of May 2021 by the following vote:

AYES: Mayor Garcia, Councilmembers Rodriguez, Montes, Evans, and Villegas.

NOES: None.

ABSTENTIONS: None.

ABSENT: Councilmember Gallegos and District 5 is currently vacant.

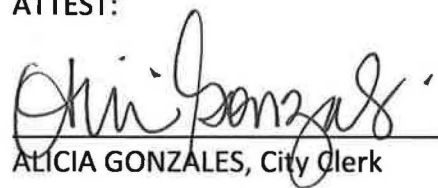
APPROVED:



---

SANTOS GARCIA, Mayor

ATTEST:



---

ALICIA GONZALES, City Clerk



**LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE  
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.  
FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW  
COMMUNITY CENTER**

This Lease Agreement is made this 5<sup>th</sup> day of May, 2021, by and between the City of Madera, hereinafter referred to as "City," and the Community Action Partnership of Madera County, Inc. (CAPMC), hereinafter referred to as "Lessee".

RECITALS:

1. The City owns the property located at 1901 Clinton Street in Madera, commonly called the Millview Community Center (the "Center").
2. The primary function of the Center is to provide space for recreational and educational programming that benefits residents of Madera and their families.
3. In the Madera community, CAPMC provides Head Start programming which includes comprehensive education, medical and dental screenings, mental health services, nutrition, and social services for pre-school age children.
4. CAPMC has leased Center from City since 1995 for the Head Start Program.
5. The parties desire to enter a new Lease Agreement to allow CAPMC to maintain its Head Start program located at the Center.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the City and Lessee as follows:

I. PURPOSE:

Lessee desires to occupy and use certain real and personal property ("Facilities") located at 1901 Clinton Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through a lease agreement (the "Lease"). The City of Madera agrees to permit Lessee to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease ("Term") shall be for a period commencing on May 16, 2021, and ending on May 15<sup>th</sup>, 2024, for a total of thirty-six (36) months.

III. RENT:

Lessee shall have and hold leased premises, together with the appurtenances, rights, privileges and easements thereunto belonging or appertaining unto Lessee, for rental of \$500.00 per month payable on the first day of each month for which rent is due. The first payment for May 16 to May 31, 2021, shall be due on May 16, 2021. Thereafter, lease payment be due on the first day of each month.

IV. OTHER OBLIGATIONS OF THE LESSEE:

Lessee shall furnish, during the lease term, at Lessee's sole expense, the following:

- a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.
- b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.
- c. Inside custodial supplies and services.
- d. Utilities including gas, electric, internet, and telephone.

V. FACILITIES:

The Facilities to be rented shall include:

- a. The Center for a total of 3,588 square feet.
- b. The kitchen for a total of 1,500 square feet.
- c. The playground for a total of 6,011 square feet.

Attached hereto and incorporated by reference is Exhibit A which depicts the Facilities leased under this Lease.

VI. PERMITTED USE:

Lessee shall use the Facilities solely and exclusively for activities related to the education, recreation or well-being of the City's youth and/or their families in accordance with the mission and purpose of the CAPMC Head Start program. The City of Madera agrees to allow Lessee the sole and uninterrupted use of the rented Facilities described herein.

Any other use of the rented Facilities by Lessee must be pre-approved by the Director of Parks and Community Services and will only be approved for a public purpose and for a limited duration not to exceed 10 days. Any unapproved use shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public, clients, neighbors, City employees, contractors and volunteers, and any other Center Lessee or tenant.
- b. Any activity that is in violation of Local, State or Federal law, or City ordinance or administrative policy.
- c. Profit making activities without prior approval and consent of the City.
- d. Political activities.
- e. Activities that may damage any finish, surface, landscape, fixture or equipment of the building or grounds.
- f. Storing, manufacturing or selling any inherently dangerous or illegal substances, chemicals, things or devices.
- g. Any activity or practice that discriminates on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

VII. ACCESS:

Lessee shall have access to their rented Facilities to perform Head Start related programming during the normal operating hours of the program and access to perform general

administrative responsibilities during off hours and weekends. Lessee shall control the issuance of keys to the facility, issuing only a single set of keys per employee stationed at the Center. Lessee shall ensure that the City has been provided at least one current set of keys throughout the term of this Lease.

VIII. PARKING:

During the term of this Lease, Lessee shall have the non-exclusive use in common with City, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by City. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. City reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit.

IX. DEFAULT:

Lessee shall be in default of this Lease if Lessee fails or refuses to pay rent in full when due to City as herein provided; default for non-payment of rent may be cured by Lessee within fifteen (15) days after written notice thereof is given to Lessee by City by full payment of all rent due and owing to City. Default shall also occur if any of the covenants or conditions contained in this Lease are not kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by City without correction thereof then having been commenced and thereafter diligently prosecuted. In the event of default as provided herein, City may declare the Term of this Lease ended and immediately terminated by giving Lessee written notice of such termination, and if possession of the Leased Premises is not surrendered by Lessee, City may reenter said premises upon delivery of such notice of termination. City shall have, in addition to the remedy above provided, any other right or remedy available to City for default by Lessee, either in law or equity. City shall use reasonable efforts to mitigate its damages.

X. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Lessee of its obligations hereunder, City will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the Term of this Lease.

XI. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XII. SUBORDINATION:

Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Lessee agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this

Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XIII. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the leased Facilities.

XIV. SUBLEASE AND ASSIGNMENT:

Lessee shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part without City's written consent.

XV. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Lessee may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease Term or placed or installed on the leased Facilities by Lessee thereafter, shall remain Lessee's property free and clear of any claim by City. Lessee shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Lessee at Lessee's expense. Failure by Lessee to remove any such

property, fixtures or installations from the Facilities within 10 days of termination of the Lease shall be deemed abandonment thereof, whereupon City shall have the right to remove such items at Lessee's expense.

XVI. SIGNS:

Any sign or signs to be placed on the Center or the leased Facilities by Lessee shall require the City's written consent, which consent shall not be unreasonably refused or delayed. Sign placement and installation shall comply with all City policies and building regulations for the Center. Lessee shall repair all damage to the leased Facilities or to Center property caused by the placement of signs thereon, or resulting from the removal of signs installed by Lessee.

XVII. DISCRIMINATION:

Lessee will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

XVIII. MAINTENANCE AND REPAIRS:

City shall repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Lessee or any persons in or about the premises with the expressed or implied consent of Lessee. The rent payable by Lessee pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Lessee until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Lessee or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of City. Lessee shall be relieved from paying rent and other charges during any portion of the Lease Term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes. Rent and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Lessee.

Lessee shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Lessee. Notwithstanding anything in this section to the contrary, Lessee agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Lessee.

Lessee shall make, at Lessee's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease. Lessee agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by Lessee or the agents, officers, members, partners, clients, volunteers, and/or employees of Lessee.

**XIX. ENTRY BY CITY:**

Lessee shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services Director or her designee. Otherwise, City will provide Lessee with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Lessee's business.

XX. INDEMNIFICATION:

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

XXI. INSURANCE:

Lessee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Facilities. The cost of insurance shall be borne by the Lessee.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 in the aggregate, for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
  
- Worker's Compensation as required by the State of California, to include waiver of subrogation against the City of Madera.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- Property Insurance for full replacement cost (\$1,333,000) with no coinsurance penalty provision.

If Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of Lessee's leased portion of Facilities. Such coverage shall be effected by additional insured endorsements to the General Liability policy.
- Lessee's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Lessee shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before occupancy or work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

XXII. MISCELLANEOUS:

A. The undersigned hereby acknowledges that he/she has read and fully understands the terms and conditions of this Lease. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

B. For purposes of writing and receiving grant monies or participation in other programs requiring matching dollars and for in-kind services, the Lessee will use the following formulas to derive dollar amounts:

Center/Kitchen	\$0.65 per square foot
Playground	\$.045 per square foot

XXIII. CONTINGENT UPON APPROVAL:

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council of the City of Madera. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXIV. OTHER DOCUMENTS:

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXV. EXECUTION BY FACSIMILE OR IN COUNTERPARTS:

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXVI. NOTICES:

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services  
City of Madera  
701 E. 5th Street  
Madera, CA 93638

To Lessee:

Community Action Partnership of Madera County, Inc.  
Head Start Office  
1225 Gill Avenue  
Madera, CA 93637  
(559) 673-9173

XXVII. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXVIII. TERMINATION:

City may, by written notice to Lessee, terminate this lease in whole or in part at any time, by notice in writing to Lessee or its officers or agents, whether for City's convenience or because of the failure of Lessee to fulfill the obligations herein. Upon receipt of written notice, Lessee shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than 30 days from the date of delivery of written notice, and remove all personal property of Lessee from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Lessee provided herein.

XXIX. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXX. WAIVER:

No waiver of any default of City or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no

express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXI. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Lessee and their respective legal representatives, successors and assigns.

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

CITY OF MADERA

Lessee

By: [Signature]  
Santos Garcia, Mayor

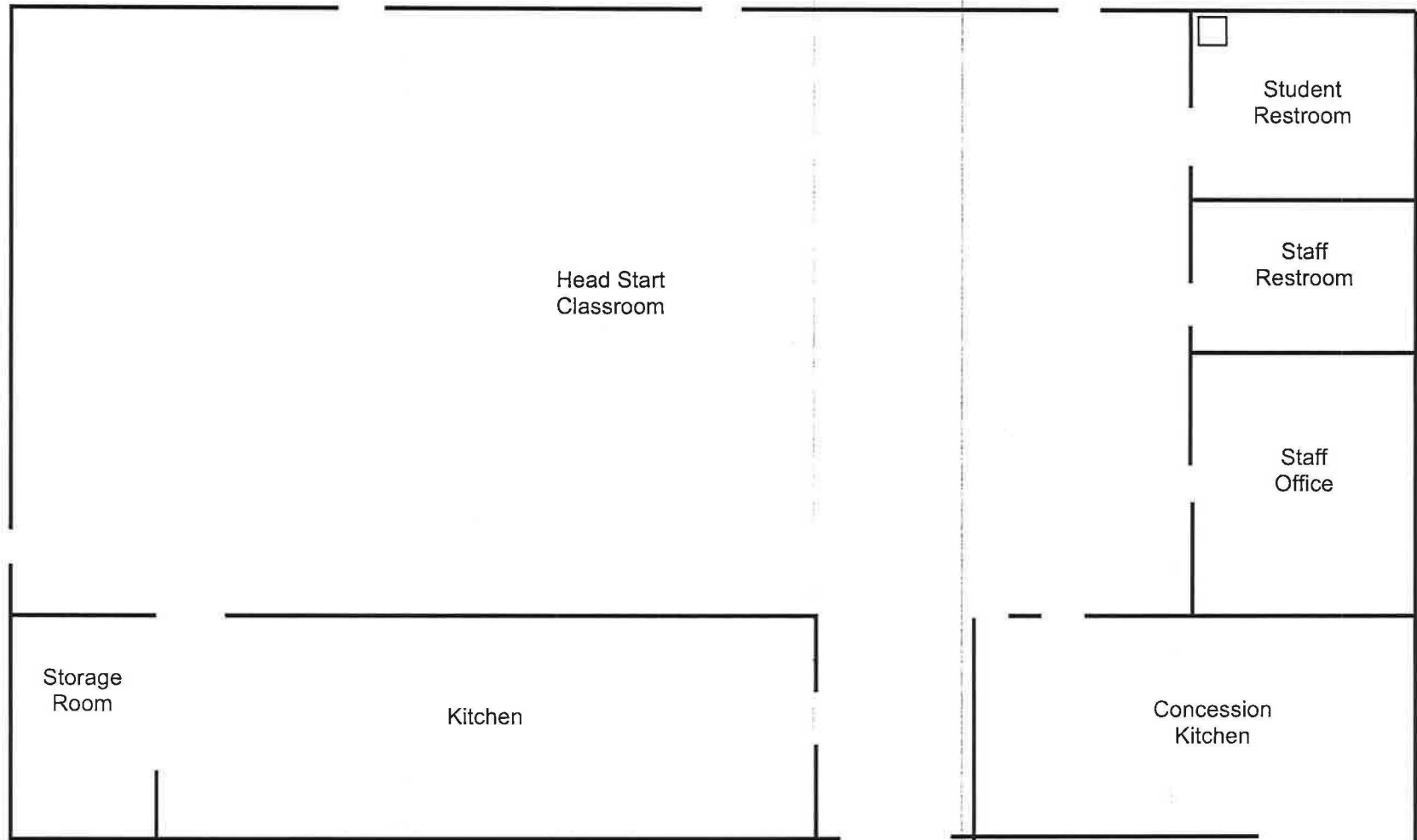
By: Mattie Mendez  
Title: Executive Director

ATTEST:  
By: [Signature]  
Alicia Gonzales  
City Clerk

APPROVED AS TO FORM:  
By: [Signature]  
Hilda Cantú Montoy  
City Attorney



Playground



Storage Room

Head Start Classroom

Kitchen

Student Restroom

Staff Restroom

Staff Office

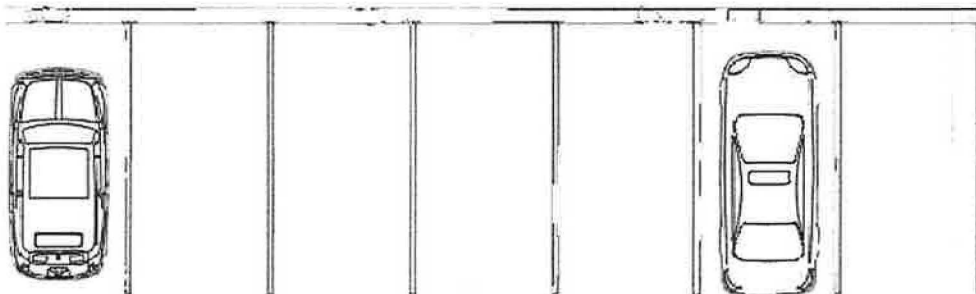
Concession Kitchen

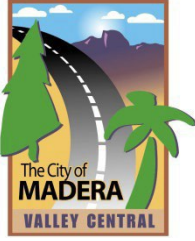
Sidewalk

Water Heater

Janitors Closet

Sidewalk





## REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, P.E. Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

Council Meeting of: August 7, 2024

Agenda Number:     D-3    

### SUBJECT:

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

### RECOMMENDATION:

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

### SUMMARY:

The City of Madera (City) experienced an unexpected failure of the sewer trunk line in Avenue 13 approximately 3,000 feet west of Granada Drive on Monday, June 3, 2024. In a separate, unrelated incident, an additional significant, unexpected failure occurred in the same line in Avenue 13, approximately 100 feet west of Granada Drive on Monday, June 10, 2024. The City Manager as Director of Emergency Services issued a declaration of local emergency for each failure due to conditions of extreme peril to the health and safety of persons and property within Madera. Staff immediately mobilized emergency work efforts to respond to the collapse and provide sanitary sewer services to City residents, as well as residents of the areas of Parksdale and Parkwood that connect to the City's sewer line. Relating to the June 3, 2024, failure, on June 5, 2024, the City Council adopted Resolution number 24-80 making findings of emergency relating to the emergency response and repairs pursuant for that incident consistent with Public Contract Code 22050 allowing staff to continue with accelerated repair and construction at the failure site without a formal competitive bidding process. Relating to the June 10, 2024, failure, on June 12, 2024, the City Council adopted Resolution number 24-82 making findings of emergency relating to the emergency response and repairs pursuant for that incident consistent

with Public Contract Code 22050 allowing staff to continue with accelerated repair and construction at the failure site without a formal competitive bidding process. On June 19, 2024, City Council adopted Resolution number 24-98 ratifying action taken by City Council on June 12, 2024 and renewing the finding of continuing emergency. At the regular meetings of July 3, 2024 and July 17, 2024, City Council continued the finding of emergency by adopting Resolution numbers 24-108 and 24-114, respectively . The requested action is to renew these findings and continue the findings of emergency consistent with Public Contract Code 22050.

#### **DISCUSSION:**

FJC completed the replacement of the failed pipeline at the site of the June 3<sup>rd</sup> collapse, Mission Bell. As reported at the Council meeting on July 17, 2024, a steel casing pipe was required to bridge the old concrete sewer pipe to the new ADS plastic pipe. The roadway at both emergency repair sites has been restored. Pavement striping is tentatively scheduled for the week of August 5<sup>th</sup>. Once the existing pipeline in Avenue 13 between Road 24 and Granada Drive is lined, investigation and analysis of the road over the pipeline will be completed and any repairs made.

The first shot of approximately 835 feet of CIPP liner has been installed under the CIPP lining contract. SAK Construction continues to clean and investigate in the downstream segments of the Avenue 13 trunk main to receive CIPP liner. The CIPP lining from the Nutrien site to Road 24 is scheduled to occur the week of August 5<sup>th</sup>. A verbal update will be presented at the meeting.

#### **BACKGROUND:**

On June 3, 2024, at approximately 2:30 PM, County staff was notified by a resident of a significant failure in Avenue 13 near Mission Bell winery. County crews notified City staff of a likely sewer failure at the location. City crews confirmed by visual inspection that the sewer trunk main had experienced a failure causing a large void in the road and partially obstructing the flow. This event resulted in a declaration of emergency by the City Manager as Director of Emergency Services. At a special meeting on June 5, 2024, the City Council took action via adoption of resolution number 24-80 affirming the state of emergency, the emergency actions and repairs, and ratifying the award of emergency contracts without competitive bidding.

On Monday, June 10, 2024, at approximately 10:30 AM, City staff was informed of a roadway collapse approximately 100 feet to the west of the intersection of Avenue 13 (Pecan Avenue) and Road 25 (Granada Drive). The rear trailer of a truck pulling two (2) trailers had fallen into a hole in the roadway directly above the City's sewer trunk line. The sewer trunk line is the main collection line for the City's sewer system that carries the flow of sewage from City residents and businesses to the Waste Water Treatment Plant (WWTP). It was determined that the sewer trunk line had collapsed at this location and flow was impeded. The health and safety of residents was at risk due to the imminent backup of raw sewage in the system if the collapse was not addressed immediately. The City Manager as Director of Emergency Services declared a local emergency. At a special meeting on June 12, 2024, the City Council took action via resolution numbers 24-81 and 24-82 affirming the state of emergency, the emergency actions and repairs, and ratifying the award of emergency contracts without competitive bidding.

Due to the critical nature of the repair at the failure sites and the potential disastrous impact to the community from the complete loss of sewer collection infrastructure and the potential for the backup of raw sewage, immediate action was taken by the City to secure the sites, implement a bypass pumping operation, stabilize the collapsed roadway portions and risk to adjacent utilities, and plan for emergency repairs to the sewer line in both locations.

The City engaged several contractors under Public Contract Code section 22050, which allows the City Council to authorize the City Manager to enter into contracts for emergency work without engaging in competitive bidding. This allowed the City to begin work on the site immediately to protect the health and safety of the public.

State law requires that the City Council review the emergency action at its next regularly scheduled meetings until the action is terminated. A four-fifths vote is also required, along with a determination that there is a need to continue the action. The requested action is to renew and continue the findings of need for emergency contracts to protect the health and safety of Madera's residents for both failures.

#### **FINANCIAL IMPACT:**

Determination of actual costs incurred to date to repair the two collapsed sections and roadway is ongoing as invoices are coming in and being reviewed. The revised overall estimate for costs associated with the emergency is \$2,600,000. A true final accounting should be available in September after the monthly invoices have been received through August.

Additionally, there will be change order costs associated with CIPP lining project that was awarded to SAK Construction on June 12, 2024 due to accelerated mobilization and extra work tied to the emergency repair. The contract for SAK Construction was awarded by Council at a Special Meeting on June 12, 2024. Table 1 on the following page provides an overview of costs for the emergency repairs (this item) and the CIPP lining project.

<b>Table 1: Budget for Avenue 13 Sewer Main Repairs &amp; Rehabilitation</b>	
Line Item	Amount (1)
<b>2024 Emergency Repairs for the two collapsed sections of sewer main (2)</b>	
Floyd Johnson/Rain for Rent/ et al (3)	\$2,600,000
<b>Cured-in-place (CIPP) Lining (Granada to the Waste Water Treatment Plant; ±3.5 miles) (4)</b>	
SAK construction contract	\$8,328,452
Project contingency	\$1,665,690
Various related services	\$832,845
<i>Total Project Budget for CIPP</i>	<i>\$10,826,988</i>
<b>Total for both projects (5)</b>	<b>\$12,826,988</b>
<ol style="list-style-type: none"> <li>1. All figures rounded to nearest dollar and may not add up due to rounding.</li> <li>2. Includes both collapsed sections.</li> <li>3. Estimate as of July 10, 2024.</li> <li>4. Contract was awarded by the City Council at a Special meeting on June 12, 2024.</li> <li>5. Total includes Floyd Johnson, Rain for Rent, et al and SAK.</li> </ol>	

It is anticipated that the cost of emergency repairs and bypass pumping will be applied to the Avenue 13 Sewer Trunk Main Rehabilitation Project, SS-00014. Those funding sources have been identified as American Rescue Plan Act (ARPA) and monies received from the State of California specifically for this rehabilitation project.

**ALTERNATIVES:**

The City Council may choose not to renew the emergency action. Staff does not recommend this at this time as the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

**ATTACHMENTS:**

1. Resolution renewing a finding of emergency relating to emergency response and repairs to the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main
2. Staff report packet for Agenda Item A-1 of the Special Council Meeting of June 5, 2012
3. Staff report packet for Agenda item A-1 of the Special Council Meeting of June 12, 2024

**ATTACHMENT 1**

**RESOLUTION NO. 24-\_\_**

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

**WHEREAS**, Public Contract Code Section 22050 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

**WHEREAS**, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

**WHEREAS**, pursuant to Public Contract Code Section 1102 an “emergency,” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

**WHEREAS**, the sewer main located at Avenue 13 west of Granada Drive is the sole sewer main that conveys all City sewerage to the City’s Wastewater Treatment Plant; and

**WHEREAS**, the City experienced an unexpected sewer main collapse on June 3, 2024, and the sewer main had a secondary collapsed on June 10, 2024, in a different location, both resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

**WHEREAS**, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

**WHEREAS**, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

**WHEREAS**, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

**WHEREAS**, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, Rain for Rent to provide temporary pumps to provide by-pass pumping of the sewage; AWP Traffic (formerly Statewide) to provide traffic control for the road closure and site protection; and

**WHEREAS**, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

**WHEREAS**, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

**WHEREAS**, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

**WHEREAS**, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

**WHEREAS**, the City Council has considered the written reports and verbal reports of the City Manager at special meetings on June 5, 2024, and June 12, 2024, at regular meetings of June 19, 2024, July 3, 2024, and July 17, 2024 and determined that the facts and circumstances are such that emergency repairs were and are needed.

**WHEREAS**, the City Council has considered the report of the City Manager at a regular meeting and again desires to determine that the facts and circumstances are such that emergency repairs were and are needed, and that emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

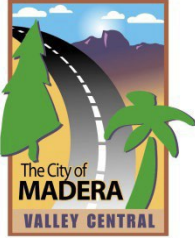
**NOW, THEREFORE** the City Council resolves as follows:

1. The staff reports and any presentation regarding this emergency, and recitals herein, are incorporated into this resolution by reference.

2. The repairs described in the recitals and staff report constitute a continuing emergency requiring the continuing need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
3. The “emergency” described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
4. The Council renews its finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.
5. The City Council ratifies any interim emergency action taken by the City Manager, including any award of emergency purchase orders and contracts without competitive bidding for the emergency repairs.
6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.
7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.
8. This Resolution shall become effective upon adoption.

\*\*\*\*\*

**ATTACHMENT 2**



## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

for Arnaldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: A-1

### SUBJECT:

Emergency Repairs to Avenue 13 Sewer Trunk Main between Granada Drive and Road 24

### RECOMMENDATION:

Adopt a Resolution making a finding of emergency relating to sewer failures on the sewer main in Avenue 13 between Granada Drive and Road 24, affirming the emergency actions taken by the City Manager to make emergency repairs on the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main

### SUMMARY:

On Monday, June 3, 2024, at approximately 2:30 PM, County staff was notified by a resident of a significant failure in Avenue 13 near Mission Bell winery. County crews notified City staff of a likely sewer failure at the location. City crews confirmed by visual inspection that the 48-inch sewer trunk main had experienced a failure in the top of the pipe causing a large void in the road and partially obstructing the flow.

The condition is very similar to the initial sewer and roadway collapse along the northern shoulder of Avenue 13 (Pecan Avenue), 30 feet west of Granada Drive, that occurred in January, 2023. Due to the critical nature of the repair and the potential disastrous impact to the community from the complete loss of sewer collection infrastructure, immediate action was taken by the City to secure the site, implement bypass pumping and plan for the repair.

The City engaged several contractors under Public Contract Code section 22050, which allows the City Council to authorize the City Manager to enter into contracts for emergency work without engaging in competitive bidding. This allowed the City to start work on this project immediately. Funds for the sewer repairs are included in the City's Fiscal Year (FY) 2023/24 Sewer Budget under the Avenue 13 Sewer Trunk Main Rehabilitation Project.

Adoption of this resolution requires a 4/5 vote of the Council.

**DISCUSSION:**

Though we are still investigating, it is believed the pipe failure was caused by concrete degradation in the top of the pipe. The pipe is subject to high Hydrogen Sulfide (H<sub>2</sub>S) gas concentrations, which is a byproduct of the natural degradation process of raw sewage. This H<sub>2</sub>S gas contributes to the pipe deterioration process. The location is downstream of the convergence of two large sewer mains which also contributes to the condition noted above.

While the collapse was sudden, there have been concerns relative to the structural integrity of pipelines within the City to which the Engineering staff has been actively addressing. On November 3, 2021, the City hired MKN and Associates (MKN) for professional engineering and construction management services for the Avenue 13 Interceptor Sewer Rehabilitation, City Project No. SS-00014 ("Project"). The Project consists of rehabilitating 24,570 Lineal Feet (LF) of 42-inch to 48-inch sanitary sewer. A portion of the sewer line is located along Schnoor Avenue, from Industrial Avenue to Almond Avenue. The remaining portion is on City easements south of Schnoor (Evapco & ADS properties) and along Avenue 13, east of Road 25, leading to the City's Waste Water Treatment Plant (WWTP).

With assistance from American Rescue Plan Act funds and earmarks from Congressman Costa, Senator Caballero, and Congressman Duarte, the City has been able to prioritize rehabilitation of the Avenue 13 sewer trunk main. Ironically, the City recently advertised and opened bids on Phase I and Phase II, combined, which will rehabilitate the pipeline from Granada Drive all the way to Road 21 ½ at the WWTP. This emergency repair is within the limits of that project. Fortunately, it does not compromise the planned project moving forward.

Staff requests that an emergency action in accordance with Public Contract Code 22050 be declared, allowing staff to continue with an accelerated repair and construction. Such a declaration would enable staff to perform these tasks and forego the steps typically required for advertisement and award under the requirements of the Public Contract Code.

The remainder of the Avenue 13 project is on track for construction this summer with award of the project anticipated for the June 19 City Council meeting. The City received four bids on May 29th that appear to have met all the requirements of the bid documents and are within the project budget.

**FINANCIAL IMPACT:**

It is difficult to provide a cost estimate at this time due to the unknown conditions. Based on costs from the previous sewer collapse, traffic control costs are estimated around \$40,000. Set up and break down costs and the first week of bypass pumping are in the neighborhood of \$60,000; following weeks of bypass pumping are currently estimated at \$25,000 per week. The quote from FJC for the previous initial repair of sewer main failure at Granada Drive was \$150,000 to repair the pipeline and roadway.

City Council will be notified of project costs as they occur and are identified. Table 1 identifies a preliminary project cost.

<i>Item</i>	<i>Responsible Party</i>	<i>Cost</i>
Repair the pipeline and street repair	FJC	\$150,000
By-pass pump rental for week one	Rain-for-Rent	\$60,000
Traffic Control	Safety Network	\$40,000
Testing and Investigations	Various	10,000

It is anticipated that the cost of emergency repairs and bypass pumping will be applied to the Avenue 13 Sewer Trunk Main Rehabilitation Project, SS-00014.

**ALTERNATIVES:**

Given that emergency repairs have commenced, there are not likely any reasonable options to be considered.

**ATTACHMENTS:**

1. Resolution
2. Location Map
3. Photos

**ATTACHMENT 1**

Resolution

**RESOLUTION NO. 24-80**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, MAKING A FINDING OF EMERGENCY RELATING TO SEWER  
FAILURES ON THE SEWER MAIN AT AVENUE 13 BETWEEN GRANADA  
DRIVE AND ROAD 24, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY  
THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY  
SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS  
WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE  
SEWER MAIN**

**WHEREAS**, Public Contract Code Section 220250 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

**WHEREAS**, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

**WHEREAS**, pursuant to Public Contract Code Section 1102 an “emergency,” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

**WHEREAS**, the sewer main located at Avenue 13 between Granada Drive and Road 24 is the sole sewer main that conveys all City sewerage to the City’s Wastewater Treatment Plant; and

**WHEREAS**, the sewerage main collapsed on June 3, 2024 resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

**WHEREAS**, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

**WHEREAS**, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

**WHEREAS**, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

**WHEREAS**, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, Rain for Rent to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

**WHEREAS**, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

**WHEREAS**, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

**WHEREAS**, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

**WHEREAS**, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

**WHEREAS**, the City Council has considered the written report and verbal report of the City Manager at a regular meeting and determined that the facts and circumstances are such that emergency repairs were and are needed.

**NOW, THEREFORE** the City Council resolves as follows:

1. The staff report regarding this resolution and the recitals herein are incorporated herein by reference.
2. The repairs described in the recitals and staff report constitute an emergency requiring the need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
3. The "emergency" described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear

and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.


4. The Council finds the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.
5. The City Council ratifies the emergency action taken by the City Manager, including the award of an emergency purchase orders and contracts without competitive bidding for the emergency repairs.
6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.
7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.
8. This Resolution shall become effective upon adoption.

\*\*\*\*\*

PASSED AND ADOPTED by the City Council of the City of Madera this 5<sup>th</sup> day of June 2024 by the following vote:

- AYES: Mayor Garcia, Councilmembers Rodriguez, Montes, Evans, Mejia and Villegas.
- NOES: None.
- ABSTENTIONS: None.
- ABSENT: Mayor Pro Tem Gallegos.

APPROVED:

  
\_\_\_\_\_  
SANTOS GARCIA, Mayor

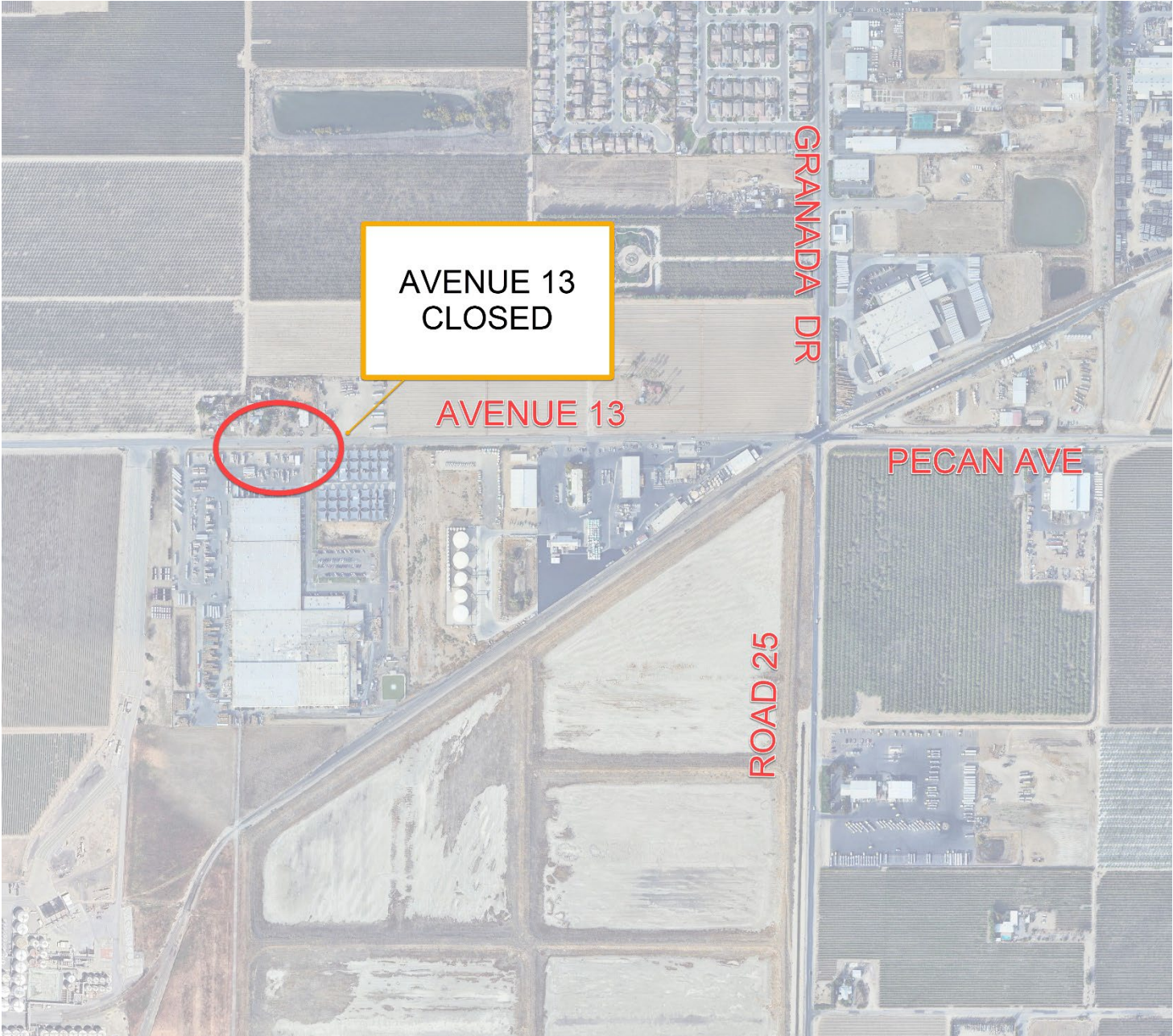
ATTEST:

  
\_\_\_\_\_  
ALICIA GONZALES, City Clerk



**ATTACHMENT 2**

Location Map



AVENUE 13  
CLOSED

GRANADA DR

AVENUE 13

PECAN AVE

ROAD 25

**ATTACHMENT 3**

Photos



Hole approximately 18 feet deep and 20 feet wide



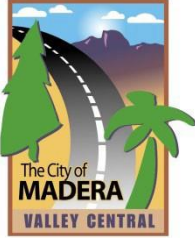
Network: Jun 5, 2024 at 1:18:52 AM PDT  
Local: Jun 5, 2024 at 1:18:52 AM PDT  
10SGF5794391944 ±18.74m  
CA, Madera, Avenue 13

Bypass Pumping Set Up




Jun 5, 2024 at 9:25:40 AM  
24479 Avenue 13  
Madera CA 93637  
United States

**ATTACHMENT 3**



## REPORT TO CITY COUNCIL

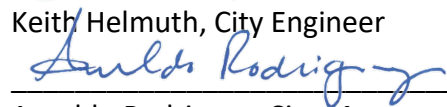
**Approved by:**



Wendy Silva, Department Director



Keith Helmuth, City Engineer



Arnaldo Rodriguez, City Manager

**Council Meeting of:** June 12, 2024

**Agenda Number:** A-1

**SUBJECT:**

Ratify declaration of a local emergency and emergency repairs to Avenue 13 sewer trunk main due to multiple failure sites

**RECOMMENDATION:**

Adopt Resolutions:

1. Ratifying the declaration of a local emergency by the City Manager as Director of Emergency Services due to additional failure of the City sewer trunk line on June 10, 2024; and
2. Making a finding of emergency relating to emergency response and repairs to the sanitary sewer main and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main

**SUMMARY:**

The City of Madera (City) experienced an unexpected, significant failure of the sewer trunk line in Avenue 13, approximately 100 feet west of Granada drive on Monday, June 10, 2024. The City Manager as Director of Emergency Services issued a declaration of local emergency due to conditions of extreme peril to the health and safety of persons and property within Madera. Staff immediately mobilized emergency work efforts to respond to the collapse and provide sanitary sewer services to City residents, as well as residents of the areas of Parksdale and Parkwood that connect to the City's sewer line. The requested action is twofold: (1) to ratify the declaration of local emergency, and (2) to make a finding of emergency relating to the emergency response and repairs pursuant to Public Contract Code 22050 allowing staff to continue with accelerated repair and construction at the failure site without a formal competitive bidding process.

## **DISCUSSION:**

On Monday, June 10, 2024, at approximately 10:30 AM, City staff was informed of a roadway collapse approximately 100 feet to the west of the intersection of Avenue 13 (Pecan Avenue) and Road 25 (Granada Drive). The rear trailer of a truck pulling two (2) trailers had fallen into a hole in the roadway directly above the City's sewer trunk line. The sewer trunk line is the main collection line for the City's sewer system that carries the flow of sewage from City residents and businesses to the Waste Water Treatment Plant (WWTP).

It was determined that the sewer trunk line had collapsed at this location and flow was impeded. The health and safety of residents was at risk due to the imminent backup of raw sewage in the system if the collapse was not addressed immediately. The City Manager as Director of Emergency Services declared a local emergency, calling on residents to take immediate actions to limit the introduction of flow to the sewer system. The first resolution contemplated with this report ratifies the declaration of a local emergency.

Due to the critical nature of the repair at the failure site and the potential disastrous impact to the community from the complete loss of sewer collection infrastructure and the potential for the backup of raw sewage, immediate action was taken by the City to secure the site, implement a bypass pumping operation, stabilize the collapsed roadway and risk to adjacent utilities, and plan for emergency repairs to the sewer line.

The City engaged several contractors under Public Contract Code section 22050, which allows the City Council to authorize the City Manager to enter into contracts for emergency work without engaging in competitive bidding. This allowed the City to begin work on the site immediately to protect the health and safety of the public. The second resolution contemplated with this report ratifies the award of emergency contracts under the referenced Public Contract Code section. It should be noted that the second resolution requires a 4/5 vote of the City Council.

Previously, on June 3, 2024, at approximately 2:30 PM, County staff was notified by a resident of a significant failure in Avenue 13 near Mission Bell winery. County crews notified City staff of a likely sewer failure at the location. City crews confirmed by visual inspection that the sewer trunk main had experienced a failure causing a large void in the road and partially obstructing the flow. This event resulted in a declaration of emergency by the City Manager as Director of Emergency Services. The City Council ratified the declaration and emergency contracts for the June 3, 2024, collapse at its June 5, 2024, meeting. The resolution from this action is provided as Exhibit 2 to the first resolution for reference.

## **FINANCIAL IMPACT:**

It is difficult to provide a cost estimate at this time due to the unknown conditions and early stages of the situation. The City Council will be provided regular reports relating to the emergency contracts and expenditures to address the June 10, 2024, sewer line failure.

**ALTERNATIVES:**

Staff does not recommend any alternatives than proceeding with emergency repairs to ensure the health and safety of the public.

**ATTACHMENTS:**

1. Resolution Ratifying the declaration of a local emergency by the city Manager as Director of Emergency Services due to additional failure of the City Sewer trunk line on June 10, 2024
  - Exhibit 1: Declaration proclaiming the existence of a local emergency for the June 10, 2024, sewer trunk failure
  - Exhibit 2: City Council Resolution 24-80 ratifying the existence of a local emergency
  
2. Resolution Making a finding of emergency relating to emergency response and repairs to the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main

**Attachment 1**

**RESOLUTION NO. 24-81**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,  
RATIFYING THE DECLARATION OF A LOCAL EMERGENCY BY THE CITY MANAGER  
AS THE DIRECTOR OF EMERGENCY SERVICES DUE TO ADDITIONAL FAILURE OF  
THE CITY'S SEWER TRUNK LINE ON JUNE 10, 2024**

**WHEREAS**, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the Director of Emergency Services for the City of Madera; and

**WHEREAS**, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04 (A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the health and safety of persons and property within the territorial limits of the City of Madera; and

**WHEREAS**, a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

**WHEREAS**, the health, safety, and welfare of City residents, businesses, visitors, and staff are of utmost importance to the City and additional future measures may be needed to protect the community. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the present state of emergency. The City may require additional assistance in the future, and proclamation of local emergency allows additional resources to flow to the City in a timely manner; and

**WHEREAS**, on June 3, 2024, the City Council was not in session and the City Manager as Director of Emergency Services declared a local emergency due to the existence of conditions of extreme peril to the health and safety of persons and property within the City of Madera caused by failure of the main sewer trunk line in Avenue 13 between Granada Drive and Road 24 in Madera, California; and

**WHEREAS**, the City Council of the City of Madera ratified this action at its meeting on June 5, 2024; and

**WHEREAS**, additional sewer trunk line failure occurred on or about Monday, June 10, 2024, causing significant impact to the sanitary sewer system serving all residents and businesses within the City of Madera and the Parksdale and Parkwood areas of Madera County; and

**WHEREAS**, on June 10, 2024, the City Council was not in session and the City Manager as Director of Emergency Services declared a local emergency for response and repairs to the additional sewer trunk line collapse to protect the health and safety of persons and property

within the City of Madera; and

**WHEREAS**, The Director of Emergency Services requests that the City Council ratify the declaration of a state of local emergency for the City of Madera as impacts from the sewer trunk collapses are evaluated, repaired, and or mitigated; and

**WHEREAS**, after consideration of all facts reasonably available for review and all items, the City Council of the City of Madera now desires to ratify the proclamation and affirm the existence of a state of emergency throughout the City to make additional resources available to address the impacts of the above-described sewer trunk line failures, ratify the proclamation of the Director of Emergency Services made on June 10, 2024, and affirm the existence of a state of local emergency for the City of Madera as of the date June 3, 2024 when the first collapse was discovered.

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

1. Recitals. The above recitals are true and correct and incorporated herein as findings by the City Council.
2. Proclamation of Local Emergency. The actual existence of conditions of extreme peril to the safety of persons and property have arisen within the City of Madera, caused by the effects of the above-described sewer trunk line failures. The City Council, based upon the foregoing, now does proclaim, declare and affirm the continuing existence of a local emergency throughout the City.
3. Ratification. The aforementioned conditions of extreme peril warranted and necessitated the extension of the proclamation of the existence of a local emergency throughout the City of Madera by the City's Director of Emergency Services on June 10, 2024. The City Council of the City of Madera does hereby ratify and affirm the need to continue the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services on June 10, 2024, attached hereto as Exhibit 1 and incorporated herein by reference.
4. Effective Date of Local Emergency. The City Council of the City of Madera does hereby extend and affirm the existence of a state of local emergency for the City of Madera as of the date of June 3, 2024, when the City's Director of Emergency Services originally declared the existence of a state of emergency for the City of Madera as affirmed by City Council Resolution No. 24-80 (attached hereto as Exhibit 2 and incorporated herein by reference), for the reasons articulated herein, and for the additional reasons in the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services proclaimed on June 10, 2024.

5. Authority. During the existence of said local emergency, the powers, authority, functions and duties of the Director of Emergency Services and the City's emergency services organizations shall be those prescribed by state law, City ordinances, resolutions, and approved plans of the City in order to mitigate the effects of said local emergency. In this regard, the Council desires to make clear the powers, functions, and duties include:
  - a. As necessary for the public health, life, and property, entering into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the significant sewer trunk failures. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, as well as any City procurement or related policy, are suspended to the extent reasonably necessary to address the effects of the significant sewer system failure.
  - b. The Emergency Services Director is expressly authorized to assist with any lawful order, including the enforcement of an order issued by the State of California.
  - c. The designation and authorization of Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, as the Local Hazard Mitigation Coordinator of the City of Madera is reaffirmed, including for the purposes of i) assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions; and ii) authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance
6. Duration. Per Government Code Section 8630, this ratification of the proclamation of local emergency shall expire in sixty (60) days unless extended by the City Council. At the direction of the Emergency Services Director, City Staff are directed to return this item for Council review of the need for continuing the local emergency prior to the expiration of the sixty (60) day period.
7. Notice to Agencies. In accordance to the California Disaster Assistance Act and the Stafford Act, the Emergency Services Director is authorized to send a copy of this ratification of a proclamation of local emergency be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs. A copy of this Resolution shall be forwarded to the Madera County Office of Emergency Services.

8. Severability. If any subsection, sentence, clause, phrase, or word of this Resolution or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Resolution.
9. Effective Date of Resolution. This Resolution shall be effective immediately upon passage and adoption. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.
10. Publication. This Resolution and its contents will be published and promulgated in as widespread a manner as is reasonably feasible under the conditions prevailing during this local emergency.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera this 12<sup>th</sup> day of June 2024 by the following vote:


AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Evans and Villegas.

NOES: None.

ABSTENTIONS: None.

ABSENT: Councilmembers Montes and Mejia.

APPROVED:

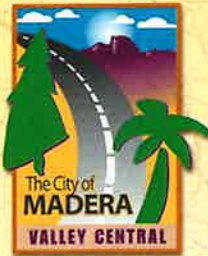
  
\_\_\_\_\_  
SANTOS GARCIA, Mayor

ATTEST:

  
\_\_\_\_\_  
ALICIA GONZALES, City Clerk



**Exhibit 1**



**DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY  
JUNE 10, 2024, SEWER TRUNK FAILURE**

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by failure of the main sewer trunk line in Avenue 13, east of Granada Drive, in Madera, California, on or about Monday, June 11, 2024; and

WHEREAS, this failure of the pipe significantly impacted the sanitary sewer system serving all residents and businesses within the City of Madera and the Parksdale and Parkwood areas of Madera County, placing the entire sewer system at risk of raw sewage backup, and included significant failure of the transportation infrastructure in the immediate vicinity of the sewer trunk failure; and

WHEREAS, all users of the sewer system were ordered to take immediate actions to limit the introduction of flow to the sewer system; and

WHEREAS, strict compliance with certain Madera Municipal Code ("MMC") and other City regulations would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the significant sewer failure, which issues cannot be timely addressed absent a declaration of emergency; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future participation by the county, state and federal governments will be critical to successfully responding to the failed sewer infrastructure; and

WHEREAS, local resources have been deployed by the City of Madera to mitigate and recover from this significant failure, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; and

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the Director of Emergency Services for the City of Madera; and

WHEREAS, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04 (A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the health and safety of persons and

property within the territorial limits of the City of Madera; and

WHEREAS, a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

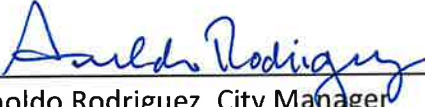
WHEREAS, the health, safety, and welfare of City residents, businesses, visitors, and staff are of utmost importance to the City and additional future measures may be needed to protect the community. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the present state of emergency. The City may require additional assistance in the future, and proclamation of local emergency allows additional resources to flow to the City in a timely manner; and

WHEREAS, after consideration of all items the Director of Emergency Services now desires to proclaim the existence of a state of emergency to make additional resources available to address the effects of the sewer trunk failure.

NOW, THEREFORE, the Director of Emergency Services for the City of Madera does hereby find and proclaim as follows:

1. The above recitals are true and correct and incorporated herein as findings by the Director of Emergency Services.
2. The Director of Emergency Services finds that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by a second significant failure of the sewer trunk line on or about June 10, 2024.
3. The Director of Emergency Services further finds that the City Council is not currently in session.
4. The aforementioned conditions of extreme peril caused by additional sewer trunk line failure warrant and necessitate the proclamation of the existence of a local emergency by the City's Director of Emergency Services. Pursuant to the authority granted by City ordinance, I hereby proclaim that a local emergency now exists throughout the City as of the date of June 10, 2024, when the collapse was discovered for the reasons articulated herein.
5. It is further proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the Emergency Services Director and the Madera Disaster Council shall be those prescribed by State Law, City ordinances, resolutions, and approved plans of the City in order to mitigate the effects of said local emergency.
7. It is further proclaimed and ordered that in accordance with the California Disaster

- Assistance Act and the Stafford Act, a copy of this proclamation be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs. It is further proclaimed and ordered that a copy of this Declaration be forwarded to the Madera County Office of Emergency Services.
8. It is further proclaimed and ordered that Arnolando Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the Local Hazard Mitigation Coordinator of the City of Madera for the purpose of assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions.
  9. It is further proclaimed and ordered that Arnolando Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for public assistance, and Arnolando Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.
  10. This proclamation and its contents will be published and promulgated in as widespread a manner as is reasonable feasible under the conditions prevailing during this local emergency.
  11. This proclamation of a local emergency shall take effect immediately as of the date first set forth below. Consistent with Subsection 3-2.04(A) of the MMC and California Government Code Section 8630(b) the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the City Council.

  
\_\_\_\_\_  
Arnolando Rodriguez, City Manager  
Director of Emergency Services

6/10/2024  
Date

**Exhibit 2**

**RESOLUTION NO. 24-80**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A FINDING OF EMERGENCY RELATING TO SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 BETWEEN GRANADA DRIVE AND ROAD 24, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN**

**WHEREAS**, Public Contract Code Section 220250 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

**WHEREAS**, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

**WHEREAS**, pursuant to Public Contract Code Section 1102 an “emergency,” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

**WHEREAS**, the sewer main located at Avenue 13 between Granada Drive and Road 24 is the sole sewer main that conveys all City sewerage to the City’s Wastewater Treatment Plant; and

**WHEREAS**, the sewerage main collapsed on June 3, 2024 resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

**WHEREAS**, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

**WHEREAS**, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

**WHEREAS**, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

**WHEREAS**, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, Rain for Rent to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

**WHEREAS**, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

**WHEREAS**, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

**WHEREAS**, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

**WHEREAS**, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

**WHEREAS**, the City Council has considered the written report and verbal report of the City Manager at a regular meeting and determined that the facts and circumstances are such that emergency repairs were and are needed.

**NOW, THEREFORE** the City Council resolves as follows:

1. The staff report regarding this resolution and the recitals herein are incorporated herein by reference.
2. The repairs described in the recitals and staff report constitute an emergency requiring the need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
3. The "emergency" described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear

and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

4. The Council finds the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.
5. The City Council ratifies the emergency action taken by the City Manager, including the award of an emergency purchase orders and contracts without competitive bidding for the emergency repairs.
6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.
7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.
8. This Resolution shall become effective upon adoption.

\*\*\*\*\*

PASSED AND ADOPTED by the City Council of the City of Madera this 5<sup>th</sup> day of June 2024 by the following vote:

- AYES: Mayor Garcia, Councilmembers Rodriguez, Montes, Evans, Mejia and Villegas.
- NOES: None.
- ABSTENTIONS: None.
- ABSENT: Mayor Pro Tem Gallegos.

APPROVED:



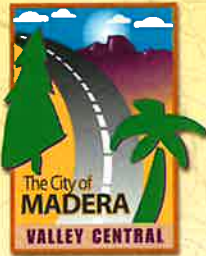
\_\_\_\_\_  
SANTOS GARCIA, Mayor

ATTEST:



\_\_\_\_\_  
ALICIA GONZALES, City Clerk





**DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY  
JUNE 3, 2024, SEWER TRUNK FAILURE**

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by failure of the main sewer trunk line in Avenue 13 between Granada Drive and Road 24 in Madera, California, on or about Monday, June 3, 2024; and

WHEREAS, this failure of the pipe significantly impacted the sanitary sewer system serving all residents and businesses within the City of Madera and the Parksdale and Parkwood areas of Madera County, placing the entire system at risk of raw sewage backup; and

WHEREAS, all users of the sewer system were ordered to take immediate actions to limit the introduction of flow to the sewer system; and

WHEREAS, strict compliance with certain Madera Municipal Code ("MMC") and other City regulations would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the significant sewer failure, which issues cannot be timely addressed absent a declaration of emergency; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future participation by the county, state and federal governments will be critical to successfully responding to the failed sewer infrastructure; and

WHEREAS, local resources have been deployed by the City of Madera to mitigate and recover from this significant failure, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; and

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the Director of Emergency Services for the City of Madera; and

WHEREAS, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04 (A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the health safety of persons and property within the territorial limits of the City of Madera; and

WHEREAS, a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

WHEREAS, the health, safety and welfare of City residents, businesses, visitors and staff are of utmost importance to the City and additional future measures may be needed to protect the community. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the present state of emergency. The City may require additional assistance in the future, and proclamation of local emergency allows additional resources to flow to the City in a timely manner; and

WHEREAS, after consideration of all items the Director of Emergency Services now desires to proclaim the existence of a state of emergency to make additional resources available to address the effects of the sewer trunk failure.

NOW, THEREFORE, the Director of Emergency Services for the City of Madera does hereby find and proclaim as follows:

1. The above recitals are true and correct and incorporated herein as findings by the Director of Emergency Services.
2. The Director of Emergency Services finds that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by a significant failure of the sewer trunk line on or about June 3, 2024.
3. The Director of Emergency Services further finds that the City Council is not currently in session.
4. The aforementioned conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency by the City's Director of Emergency Services. Pursuant to the authority granted by City ordinance, I hereby proclaim that a local emergency now exists throughout the City as of the date of June 3, 2024, when the collapse was discovered for the reasons articulated herein.
5. It is further proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the Emergency Services Director and the Madera Disaster Council shall be those prescribed by State Law, City ordinances, resolutions, and approved plans of the City in order to mitigate the effects of said local emergency.
7. It is further proclaimed and ordered that in accordance with the California Disaster Assistance Act and the Stafford Act, a copy of this proclamation be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs. It is further proclaimed and ordered that a copy of this Declaration be forwarded to the Madera County Office of Emergency Services.
8. It is further proclaimed and ordered that Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the Local Hazard Mitigation

Coordinator of the City of Madera for the purpose of assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions.

9. It is further proclaimed and ordered that Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for public assistance, and Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.
10. This proclamation and its contents will be published and promulgated in as widespread a manner as is reasonable feasible under the conditions prevailing during this local emergency.
11. This proclamation of a local emergency shall take effect immediately as of the date first set forth below. Consistent with Subsection 3-2.04(A) of the MMC and California Government Code Section 8630(b) the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the City Council.

  
Arnoldo Rodriguez, City Manager  
Director of Emergency Services

6/3/2024  
Date

**ATTACHMENT 2**

**RESOLUTION NO. 24-82**

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

**WHEREAS**, Public Contract Code Section 22050 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

**WHEREAS**, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

**WHEREAS**, pursuant to Public Contract Code Section 1102 an “emergency,” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

**WHEREAS**, the sewer main located at Avenue 13 west of Granada Drive is the sole sewer main that conveys all City sewerage to the City’s Wastewater Treatment Plant; and

**WHEREAS**, in addition to the current emergency as a result of the sewer collapse on June 3, 2024, the sewer main has a secondary collapsed on June 10, 2024 resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

**WHEREAS**, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

**WHEREAS**, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

**WHEREAS**, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

**WHEREAS**, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, MPS to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

**WHEREAS**, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

**WHEREAS**, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

**WHEREAS**, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

**WHEREAS**, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

**WHEREAS**, the City Council has considered the written report and verbal report of the City Manager at a regular meeting and determined that the facts and circumstances are such that emergency repairs were and are needed.

**NOW, THEREFORE** the City Council resolves as follows:

1. The staff report regarding this resolution and the recitals herein are incorporated herein by reference.
2. The repairs described in the recitals and staff report constitute an emergency requiring the need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
3. The “emergency” described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear

and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.


4. The Council finds the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.
5. The City Council ratifies the emergency action taken by the City Manager, including the award of an emergency purchase orders and contracts without competitive bidding for the emergency repairs.
6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.
7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.
8. This Resolution shall become effective upon adoption.

\*\*\*\*\*

PASSED AND ADOPTED by the City Council of the City of Madera this 12<sup>th</sup> day of June 2024 by the following vote:

- AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Evans and Villegas.
- NOES: None.
- ABSTENTIONS: None.
- ABSENT: Councilmembers Montes and Mejia.

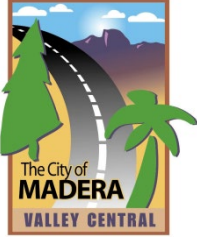
APPROVED:

  
 \_\_\_\_\_  
 SANTOS GARCIA, Mayor

ATTEST:

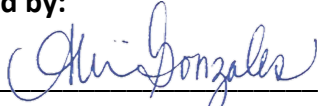
  
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 ALICIA GONZALES, City Clerk





## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_

Alicia Gonzales, City Clerk

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2024

**Agenda Number:**         D-4        

**SUBJECT:**

Designation of a Voting Delegate and Alternates for the League of California Cities 2024 Annual Conference

**RECOMMENDATION:**

Approve a Minute Order to designate a voting delegate and up to two alternates for the 2024 League of California Cities' Annual Business Meeting

**SUMMARY:**

This year's League of California Cities Annual Conference is scheduled for Wednesday, October 16, through Friday, October 18, 2024 in Long Beach. One important aspect of the Annual Conference is the annual Business Meeting when the membership acts on conference resolutions. The Business Meeting will take place on Friday, October 18, 2024.

To expedite the management of business, every City is being requested to designate a voting representative and up to two voting alternates who will be present at the Business Meeting. League bylaws provide that each city is entitled to one vote to determine a city position in matters affecting municipal or League policy matters.

**DISCUSSION:**

As of the writing of this report, all Councilmembers including Mayor Garcia and Mayor Pro Tem Gallegos are registered to attend the conference.

Besides other business which takes place at the meeting, several resolutions are voted on which

reflect policy issues facing the State. The resolutions adopted are forwarded to the State and action is encouraged.

Each City that is a member of the League of California Cities is encouraged to designate a voting delegate to represent them at the League. The delegate will have the authority to vote on the resolutions at the meeting. The attached report from the League outlines the procedures for the meeting and describes each resolution that has been submitted for consideration. The attached correspondence from the League (Attachment 1) requests that the Council designate a voting delegate and up to two alternates to represent the City at the League's Annual Business Meeting.

**FINANCIAL IMPACT:**

There is no direct fiscal impact associated with designating a voting delegate and two alternates for the 2024 League of California Cities' (League) Annual Business Meeting.

**ALTERNATIVES:**

The Council may elect not to designate a voting delegate and alternates and forfeit the City's voting ability at this year's League of CA Cities Annual Business Meeting.

**ATTACHMENTS:**

1. Letter from the League of CA Cities including Voting Procedures and Delegate/Alternate Form



Council Action Advised by September 25, 2024

**DATE: Wednesday, July 10, 2024**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024  
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>



### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).