REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, May 1, 2024
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 854 8211 7891#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Joyce Lance, Glory of Zion Ministries

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing April as Sexual Assault Awareness Month
2. Proclamation Recognizing Relay for Life
3. Proclamation Recognizing National Foster Care Awareness Month
4. Proclamation Recognizing Letter Carrier's Stamp Out Hunger Food Drive Day
5. Proclamation Recognizing May 4th as a Day of Recognition for Firefighters
6. Proclamation Recognizing Public Service Week

PUBLIC COMMENT:

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

A. PUBLIC HEARINGS:

A-1 Consideration of Applications for a General Plan Amendment (GPA 2022-08), Specific Plan Amendment (SPA 2022-01) and Rezone (REZ 2022-09) pertaining to ±2.3 acres of property located on the westerly corner of the Intersection of North Schnoor Avenue and Foxglove Way (APN: 013-070-014)

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

1. Adopt a Resolution adopting the Mitigated Negative Declaration (SCH No. 2024030027) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project in accordance with the provisions of the California Environmental Quality Act (CEQA); and, amending the General Plan to change the land use designation for the subject property from Office to Commercial and amending Specific Plan No. 1 to change the land use designation from PO (Professional Office) to C1 (Light Commercial); and
2. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera approving Rezone 2022-09 and amending the official City of Madera Zoning Map to rezone approximately 2.3 acres of property (APN: 013-070-014) property from the PO (Professional Office) zone district to the C1 (Light Commercial) zone district (Report by Will Tackett)

A-2 Military Equipment Use Ordinance and Policy

Recommendation: Review Military Equipment Use Policy, Ordinance, and Annual Report and by minute order affirm the Ordinance and accept the Annual Military Equipment Use Report (Report by Giachino Chiaramonte)

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 – April 3, 2024 and April 24, 2024

Recommendation: Approve the City Council Minutes of April 3, 2024 and April 24, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for March 23, 2024 to April 19, 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 Proclamation Recognizing Mrs. Elizabeth Ochoa as the 2024 California League of Educators (CLE) Teacher of the Year – Elementary Award

Adopt a Minute Order approving a Proclamation Recognizing Mrs. Elizabeth Ochoa as the 2024 California League of Educators (CLE) Teacher of the Year – Elementary Award (Report by Alicia Gonzales)

B-5 Amendment to Agreement with CDM-Smith for Professional Engineering Design Services for Water Well 37, Project W-GW-001

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Agreement with CDM-Smith in the amount of $18,000 for professional engineering design services for Water Well No. 37, City Project No. W-GW-001 (Report by Keith Helmuth)

B-6 Military Equipment Purchase Per California Government Code Sections 7070 - 7075

Recommendation: Adopt Resolutions:

1. Authorizing the purchase of three unmanned aircraft systems (drones) from Advexure,LLC2.
2. Appropriating $5,285 of Federal Asset Forfeiture monies in the City's Fiscal Year 2023/24Adopted Budget (Report by Giachino Chiaramonte)

B-7 Piggyback purchase agreement for Fleet Division-related purchase

Recommendation: Adopt a Resolution approving the County of Placer piggyback agreement with Stommel, Inc. (dba LEHR) for the purchase of vehicle up-fit equipment for police patrol vehicles for $67,673 (Report by Michael Lima)

C. <u>WORKSHOP</u>:

C-1 Budget Workshop (Report by Michael Lima)

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

D-1 Ratification, Assignment, and Assumption of Two Lease Agreements at Madera Airport

Recommendation: Adopt a Resolution Ratifying Previous Assignments and Consenting to the Current Assignments and Assumptions of "Lease Agreement–Airport Property #1" and "Lease Agreement–Airport Property #2" from the David and Patricia Berry Living Trust to 4160 & 4170 Aviation Drive, LLC. (Report by Ismael Hernandez)

D-2 Parks & Community Services Department Budget Adjustments Request FY 23/24

Recommendation: Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Related to the Installation of

Musical Equipment at McNally Park for $40,075 (Report by Joseph Hebert)

D-3 Amendment No. 3 to Agreement with Carollo Engineers, Inc. for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main

Recommendation: Adopt a Resolution Approving Amendment No. 3 to Agreement with Carollo Engineers, Inc. for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main for $1,967,389 (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

E-1 Select Proclamation Recipients for June 2024

Recommendation: Request for Council's Selection of Recipients for the Proclamation Recognizing Pride Month and Juneteenth Day for June 2024 (Report by Alicia Gonzales)

E-2 Request for Direction regarding Deferred Maintenance at Madera Municipal Golf Course

Recommendation: Receive information on the current funding status of the Madera Municipal Golf Course and provide direction regarding deferred maintenance as appropriate. (Report by Joseph Hebert)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Liability Claim Pursuant to §54956.95
Claimant: Ismael Adame
Agency Claimed Against: City of Madera

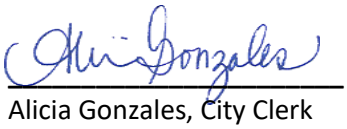
ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those

who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for May 1, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 6:00 p.m. on April 26, 2024.



Alicia Gonzales, City Clerk

REPORT TO THE CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: A-1

SUBJECT:

Consideration of applications for a General Plan Amendment (GPA 2022-08), Specific Plan Amendment (SPA 2022-01) and Rezone (REZ 2022-09) pertaining to ±2.3 acres of property located on the westerly corner of the Intersection of North Schnoor Avenue and Foxglove Way (APN: 013-070-014).

RECOMMENDATION:

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

1. Adopt a Resolution adopting the Mitigated Negative Declaration (SCH No. 2024030027) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project in accordance with the provisions of the California Environmental Quality Act (CEQA); and, amending the General Plan to change the land use designation for the subject property from Office to Commercial and amending Specific Plan No. 1 to change the land use designation from PO (Professional Office) to C1 (Light Commercial); and,

2. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera approving Rezone 2022-09 and amending the official City of Madera Zoning Map to rezone approximately 2.3 acres of property (APN: 013-070-014) property from the PO (Professional Office) zone district to the C1 (Light Commercial) zone district.

SUMMARY:

The owner/applicant, Edward J. McIntyre, has filed General Plan Amendment (GPA) No. 2022-08, Specific Plan Amendment (SPA) No. 2022-01 and Rezone (REZ) No. 2022-09 pertaining to ±2.3 acres of property located on the westerly corner of the Intersection of North Schnoor Avenue and Foxglove Way (the project site) comprising APN(s): 013-070-014.

GPA 2022-08 was filed to amend the General Plan Land Use Map to change the planned land use designation for the project site from Office to Commercial.

Pursuant to the City of Madera Municipal Code (CMC), all uses of land within a Specific Plan shall be made consistent with the General Plan Land Use Map, which may include varying densities or residential, commercial, and/or industrial development. SPA 2022-01 was filed to amend City of Madera Specific Plan No. 1 in accordance with GPA 2022-08 pursuant to the provisions of the CMC.

REZ 2022-09 was filed to amend the City of Madera Zoning Map to rezone the project site from the PO (Professional Office) zone district to the C1 (Light Commercial) zone district in accordance with GPA 2022-08 and SPA 2022-01.

In accordance with Section 65358(a) of the California Government Code, if it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan.

Pursuant to the provisions of City Municipal Code (CMC) §§ 10-3.1507 & 10-3.1508, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) was held before the Planning Commission on March 12, 2024. Following a complete hearing, the Commission adopted Resolution No. 1982 (attached) recommending the Council adopt the Mitigated Negative Declaration (SCH No. 2024030027) and the Mitigation Monitoring Program and approve REZ 2022-09.

In accordance with the provisions of CMC § 10-3.1509, upon receipt of such recommendation (report) from the Commission, the Council shall set the matter for a noticed public hearing and after the conclusion of such hearing the Council may adopt (or deny) the rezoning amendment, or any part thereof.

No physical development on the project site is proposed at this time.

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

Table 1: *Project Overview*	
Project Number(s):	GPA 2022-08, SPA 2022-01 & REZ 2022-09
Applicant:	Edward J. McIntyre
Property Owner:	Edward J. McIntyre
Location:	Westerly corner of the Intersection of North Schnoor Avenue and Foxglove Way. APN(s): 013-070-014
Project Area:	±2.3 acres
Planned Land Use:	Existing: Office

Table 1: *Project Overview*	
	Proposed: Commercial
Zoning District:	Existing: PO (Professional Office) zone district Proposed: C1 (Light Commercial) zone district
Site Characteristics	The project site remains vacant and is surrounded by residential, office and commercial uses.

ANALYSIS:

Site Characteristics:

The project site is currently vacant with no structures. There are minimal off-site improvements, including curb and gutter along Foxglove Way and Schnoor Avenue, as well as a drive approach on Schnoor Avenue. The project site street frontage includes Schnoor Avenue, a four (4)-lane north-south arterial and Foxglove Way, a two (2)-lane east-west local street. Topography is generally flat, and the existing biotic conditions and resources of the site can be primarily defined as ruderal. There are no shrubs, trees, or water features present on the site.

Surrounding Land Uses:

The project site is generally surrounded by a mix of residential and commercial uses. The existing General Plan land use designations surrounding the Project site are high density residential (north), commercial (east), office and medium density residential (south) and low density residential and resource conservation (west). Existing zoning designations surrounding the Project site include: PD-2000 (Planned Development, One unit for each 2,000 square feet of site area) to the north; C2 (Heavy Commercial) to the east; PO (Professional Office) and PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) to the south; and, PD-6000 (Planned Development, One unit for each 6,000 square feet of site area) and PD-2000 to the west.

Table 2 below summarizes the existing development/uses, and the General Plan land use designations and zoning districts surrounding the proposed project site. The General Plan designations identified in Table 2 represent the City's General & Specific Plan land use designations surrounding the project site.

Table 2: *Bordering Site Information*			
Direction	*Existing Use*	*General Plan Designation*	*Zone District*
North	Multi-family dwellings (Madera Villa Apartments)	High Density Residential	PD (2000) – Planned Development (2000)
East	Commercial (Sonic Drive-in, Home Depot)	Commercial	C2 – Heavy Commercial
South	Office (Central Valley Medical), Single-family dwellings	Office, Medium Density Residential	PO – Professional Office, PD (4500) – Planned Development (4500)
West	Vacant, Single-family dwellings	Low Density Residential, Resource Conservation	PD (6000) – Planned Development (6000) & PD (2000) – Planned Development (2000)

Land Use and Zoning:

Policy LU-23 of the City of Madera General Plan describes the Commercial Land Use Categories and Policies. The Madera General Plan identifies two commercial land use categories, Commercial and Office.

The existing Office land use designation for the project site is a land use category intended to provide for the development of office centers near residential areas and is designed to buffer between residential areas and more intense uses or arterial streets.

The areas are differentiated from office uses in commercial designations by reduced quantities of signage and architecture that is more consistent with any adjoining residential areas. Architecture and other features should be sympathetic with adjacent residential values. The maximum floor area ratio (FAR) for the Office designation is 1.0 except in the Downtown District where this FAR may be exceeded if determined appropriate by the City.

GPA 2022-08, SPA 2022-01 and REZ 2022-09 collectively propose to amend the General Plan to change the planned land use designation from the Office planned land use designation to the Commercial land use designation and Specific Plan No. 1 to change the planned land use designation from the PO (Professional Office) planned land use designation to the C1 (Light Commercial) land use designation; and amend the official Zoning Map to rezone the project site from O (Office) to C1 (Light Commercial).

The Commercial land use designation is the City's retail commercial land use category. A broad range of commercial uses is allowed, including professional offices. Various zoning designations shall be used to determine the specific character of commercial development, from regional

shopping centers to neighborhood stores. The maximum floor area ratio (FAR) for the Commercial designation is 0.30.

In accordance with General Plan Policy LU-23 and pursuant to the provisions of CMC § 10-3.751, aside from a specific intent of providing adequate space for professional office related uses to be in close relationship to one another, outside of commercial districts, to protect such offices from objectionable influences incidental to commercial and industrial uses, the Professional Office land use designation and zoning is also intended for application to those areas of the city where it is necessary and desirable to encourage the full development of properties which lie between residential and nonresidential districts. As cited herein above, this type of "buffer" is generally achieved through a lower allowable (less intense) floor-area ratio than the Commercial land uses in the zoning development standards, reduced quantities of signage, and architecture that is more sympathetic and consistent with any adjoining residential areas and values.

Pursuant to General Plan Policy LU-23 various commercial zoning designations shall be used to determine the specific character of commercial development from regional shopping centers to neighborhood stores. As the project site is a vacant parcel located adjacent to and between residential and nonresidential districts, the C-1 (Light Commercial) zone district is proposed to continue to provide and retain a buffer between the residential uses and more intensive heavy commercial uses and arterial roadway (Schnoor Ave) to the east.

No physical development of the project site is proposed at this time. Future development will require Site Plan Review and or Use Permit in accordance with the Zoning Regulations of the CMC.

Future development will be reviewed for consistency with the goals and policies of the General Plan, the goals and policies include but are not limited to the following:

- The General Plan Land Use Core Principles, which include a commitment by the City of Madera to promote walkability by establishing land use and circulation patterns that provide connectivity between neighborhoods, commercial services, and other public gathering places.
- General Plan Policy CD-15, which provides except where site conditions make it infeasible, new commercial development shall be designed to front or have a presence along all street frontages. The intent of this policy is to enhance the pedestrian scale of new development, and minimize the presence of parking, circulation, and loading areas as the primary visual features of development.
- General Plan Policy CD-52, which provides when more than one structure is on a site, they should be linked visually through architectural style, colors and materials, signage, landscaping, design details such as light fixtures, and the use of arcades, trellises, or other open structures.
- General Plan Policy CD-60, which provides commercial site boundaries adjacent to residential areas shall be visually screened with ornamental masonry walls and

landscaping. Wall height is to be determined and approved as part of the site plan review process.

It should also be noted that the General Plan recognizes retail and commercial areas outside of Downtown have been primarily developing in the northwest portion of the city along Cleveland Avenue and Howard Road. Additionally, the General Plan acknowledges commercial development such as regional shopping centers and "big box" retail are typically automobile-oriented and are physically separated from nearby residential areas.

The C1 (Light Commercial) zone district standards and permissible uses will help promote the creation of a more complete neighborhood and a more walkable, bicycle-friendly activity center in this area (and outside of Downtown) by providing opportunities to afford more neighborhood-serving commercial uses (vs. heavy commercial, "big-box" and regional integrated centers which are either existing or planned to the east) in proximity to existing residential uses. Review of future development plans for compliance with these goals, objectives and policies will ensure adherence to the Madera's Vision 2025 by supporting an increasingly vibrant city which not only attracts visitors but also continues to increase opportunities for local shopping diversity to serve local residents within neighborhoods, attract local activity for smaller-scale and neighborhood-serving commercial businesses and while providing availability for affordable commercial space. Review of future development for compliance and consistency with these principles will also ensure an adequate transitional buffer between more sensitive residential uses and heavier and more intense non-residential uses and roadways to the east. The project may therefore be considered consistent with the goals, objectives and policies of the General Plan and is supported by staff.

Madera Countywide Airport Land Use Compatibility Plan:

The project site is located within the Airport Influence Area (Compatibility Zone D, Outer Airport Environs) of the Madera Countywide Airport Land Use Compatibility Plan (ALUCP).

The Airport Influence Area constitutes the Referral Area within which certain Land Use Actions and Airport Actions are subject to ALUC review to determine consistency with the policies herein. The responsibility for implementation of the Airport Land Use Commission (ALUC)-adopted ALUCP, rests with the affected local agencies. One of the responsibilities of local agencies is to refer their plans and certain other proposed land use actions to the ALUC for review so that the ALUC can determine whether those actions are consistent with its ALUCP. Proposed adoption or amendment of general plans, specific plans, zoning ordinances, and building regulations always must be referred to the ALUC.

The ALUC referral and review process is defined in Section 2 of the ALUCP. The Local Agency always must refer certain Land Use Action to the ALUC for determination of consistency with the ALUCP prior to approval. These Land Use Actions include the following:

a) Local Agency adoption or approval of any new general plan, specific plan, or facility master plan or any amendment thereto that affects lands within the Airport Influence Area.

b) Local Agency adoption or approval of a zoning ordinance or building regulation, including any proposed change to any such ordinance or regulation, that (1) affects land within the Airport Influence Area and (2) involves the types of airport impact concerns listed in Policy 1.3.1(a).

The ALUC Secretary is authorized on behalf of the ALUC to provide formal consistency determinations on Land Use Actions involving parcel-specific amendments (e.g., land use designation change).

A letter of consistency from the ALUC Secretary is provided as an attachment to this report. This letter provides a determination of consistency subject to specified conditions that shall be added to future development proposals and/or operations to ensure consistency with the ALUCP.

ENVIRONMENTAL REVIEW:

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

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

The Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the County Clerk on March 1, 2024, published in the Madera Tribune on March 2, 2024, and posted with the Governor's Office of Planning and Research (OPR) on March 1, 2022, initiating a public review period effectively commencing on March 1, 2024, and ending March 22, 2024.

The City Council's action requires consideration to adopt or reject the Mitigated Negative Declaration (SCH No. 2024030027), including the Mitigation Monitoring and Reporting Program for purposes of General Plan Amendment (GPA) No. 2022-08, Specific Plan Amendment (SPA) No. 2022-01 and Rezone (REZ) No. 2022-09, collectively the project.

FISCAL IMPACT:

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

ALTERNATIVES:

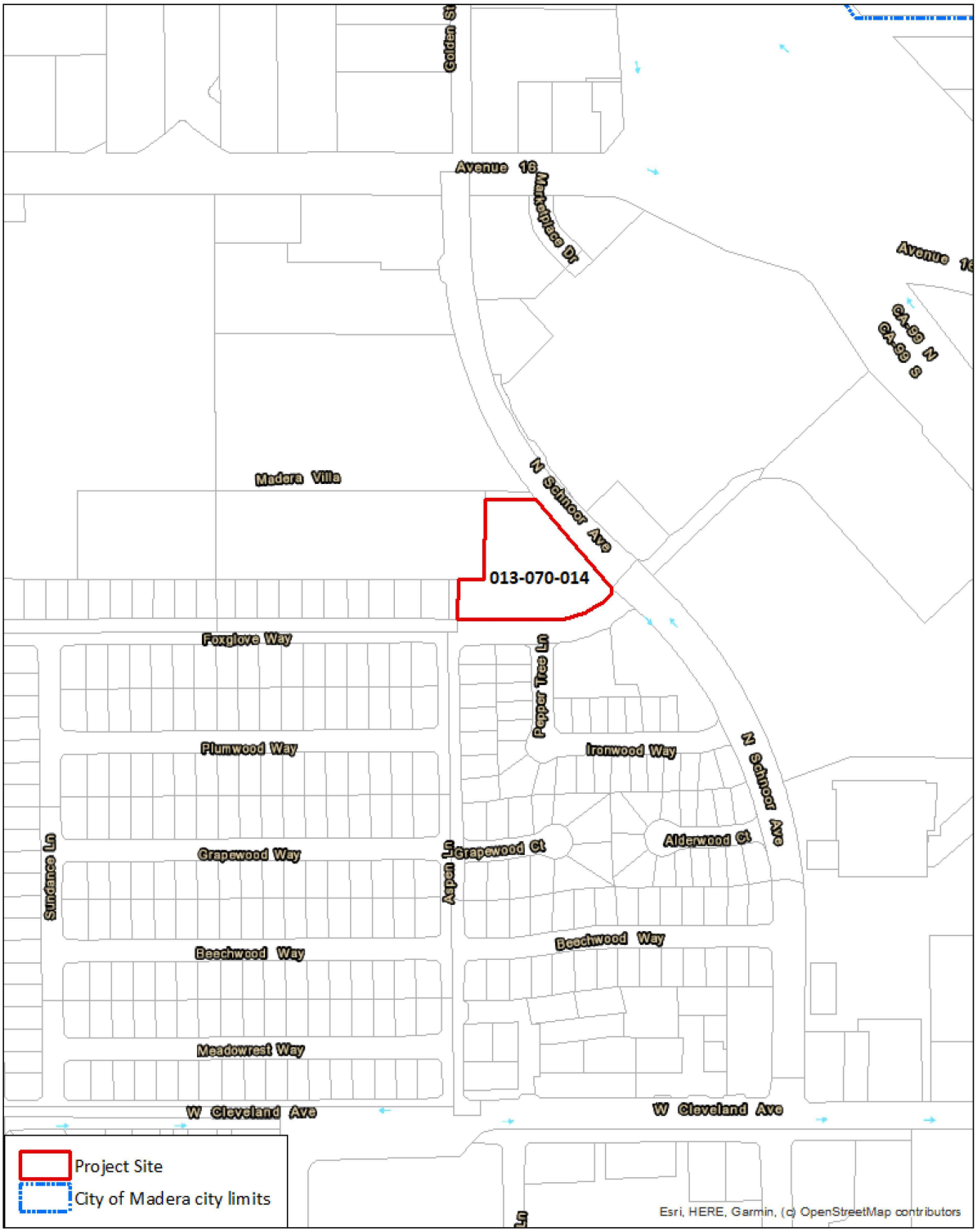
As an alternative, the Council may elect to:

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

ATTACHMENTS:

1. Vicinity Map
2. Aerial Image
3. Existing & Proposed Land Use Maps
4. Existing & Proposed Zone District Maps
5. Planning Commission Resolution (Recommendation)
6. ALUC Consistency Letter
7. City Council Resolution
   - Exhibit “A” – Mitigation Monitoring and Reporting Program
   - Exhibit "B” – GPA 2022-08 & SPA 2022-01 Proposed Land Use Map
   - Exhibit "C” – SPA 2022-01 Proposed Land Use Map
8. City Council Ordinance
   - Exhibit "A” – REZ 2022-09 Proposed Zone District Map
9. Environmental Review – IS/MND (SCH No. 2024030027)

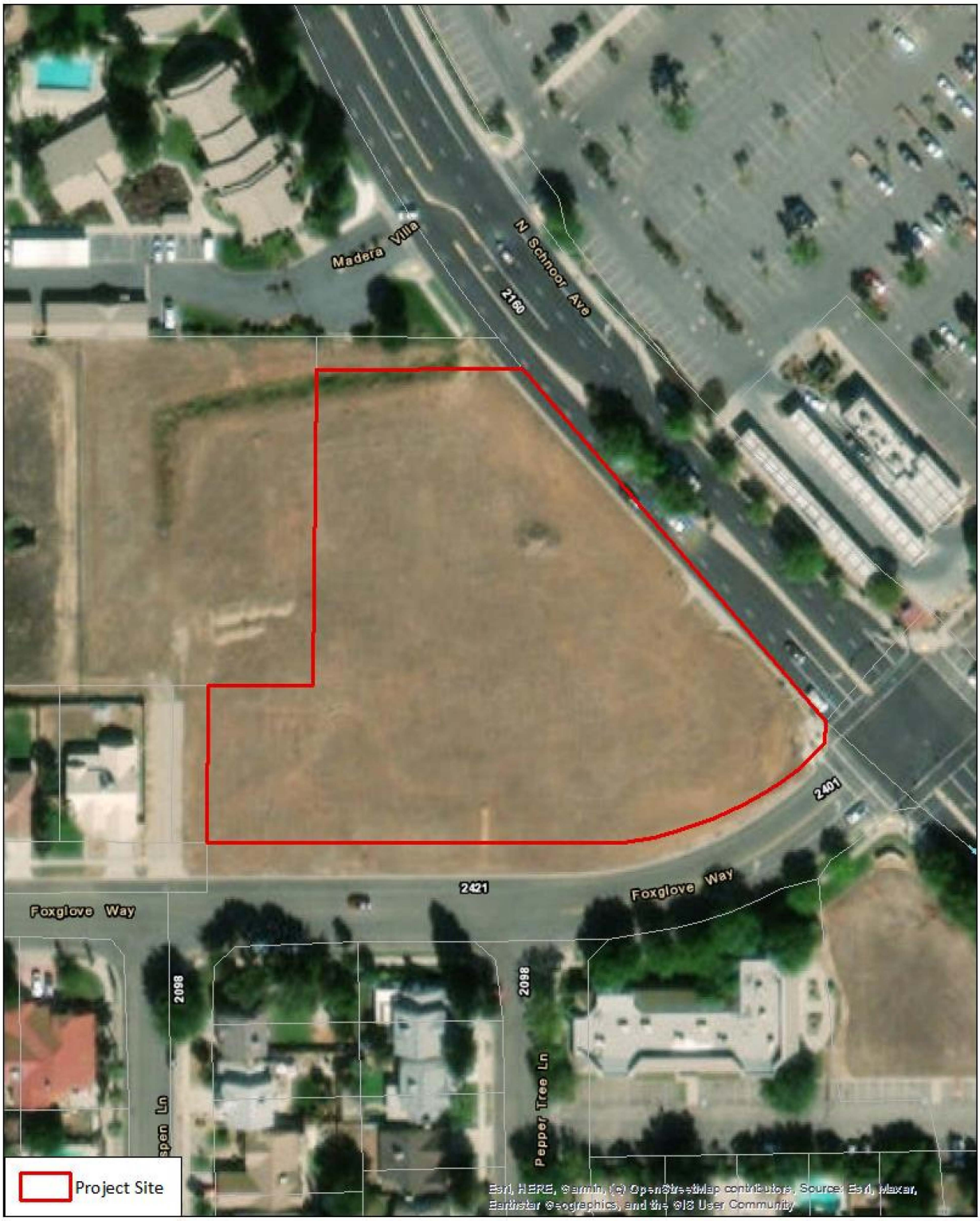
ATTACHMENT 1
Vicinity Map



Project Vicinity Map

ATTACHMENT 2

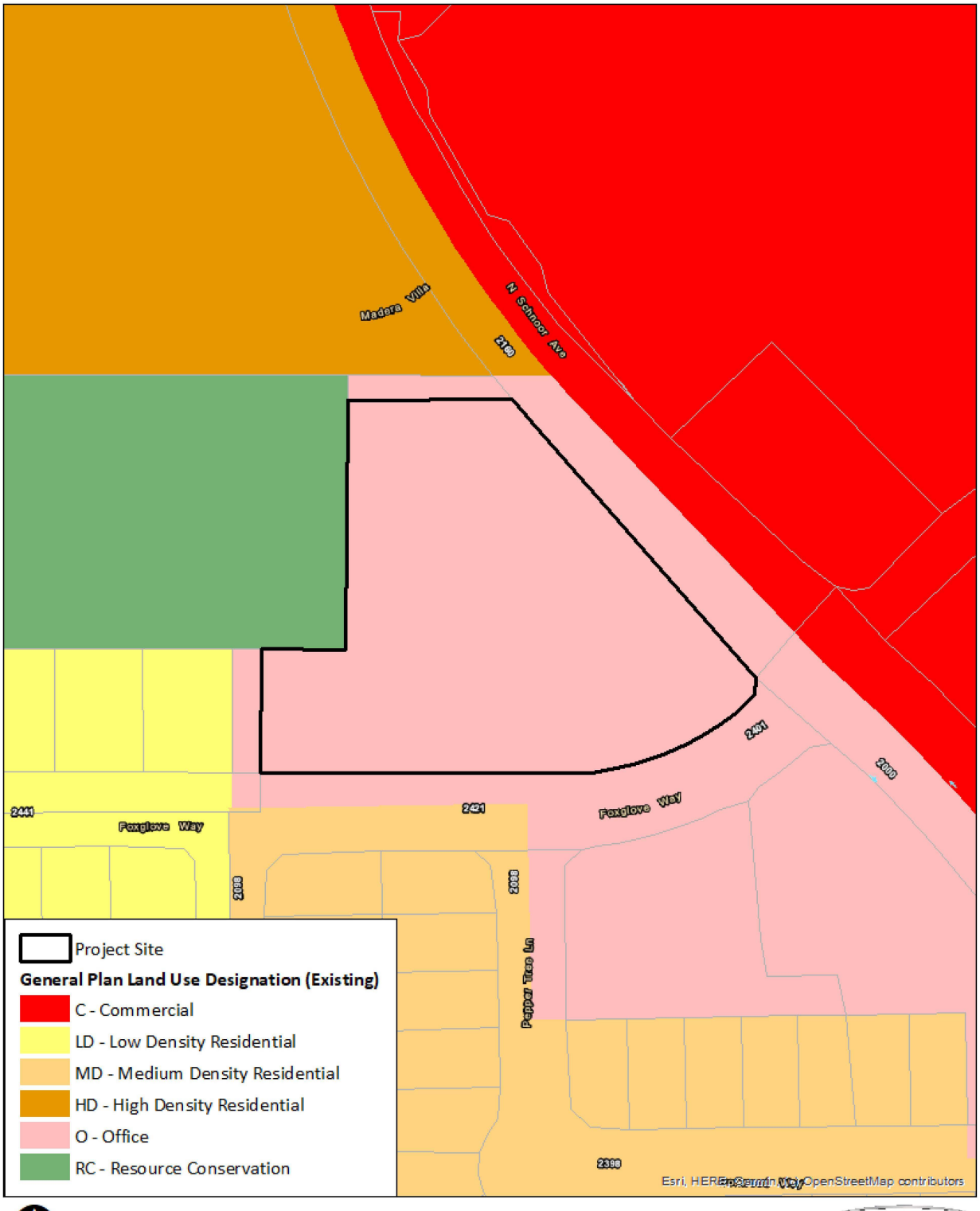
Aerial Image



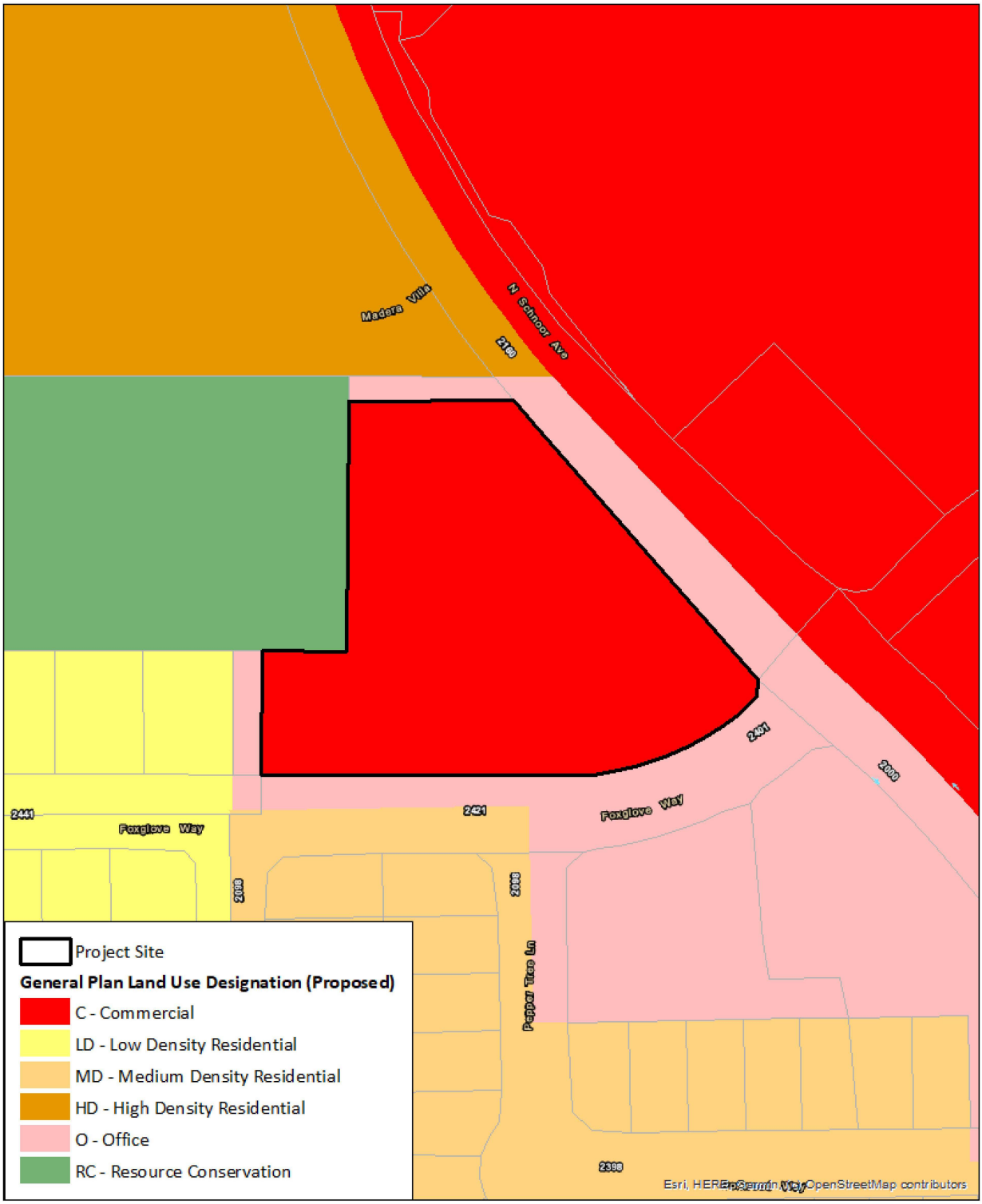
Aerial Image of the Project site

ATTACHMENT 3

Existing & Proposed Land Use Maps



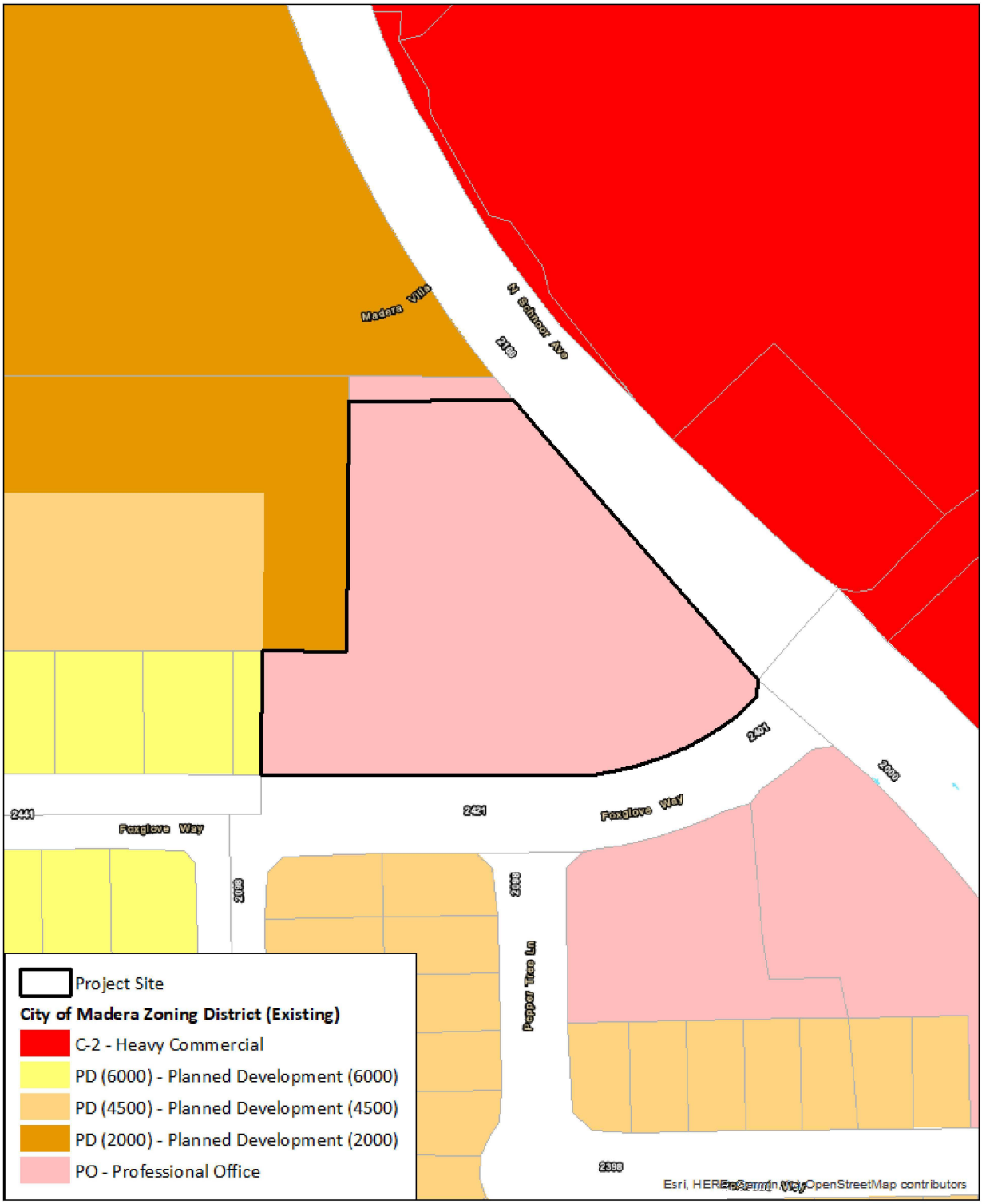
General Plan Designated Land Use Map (Existing)



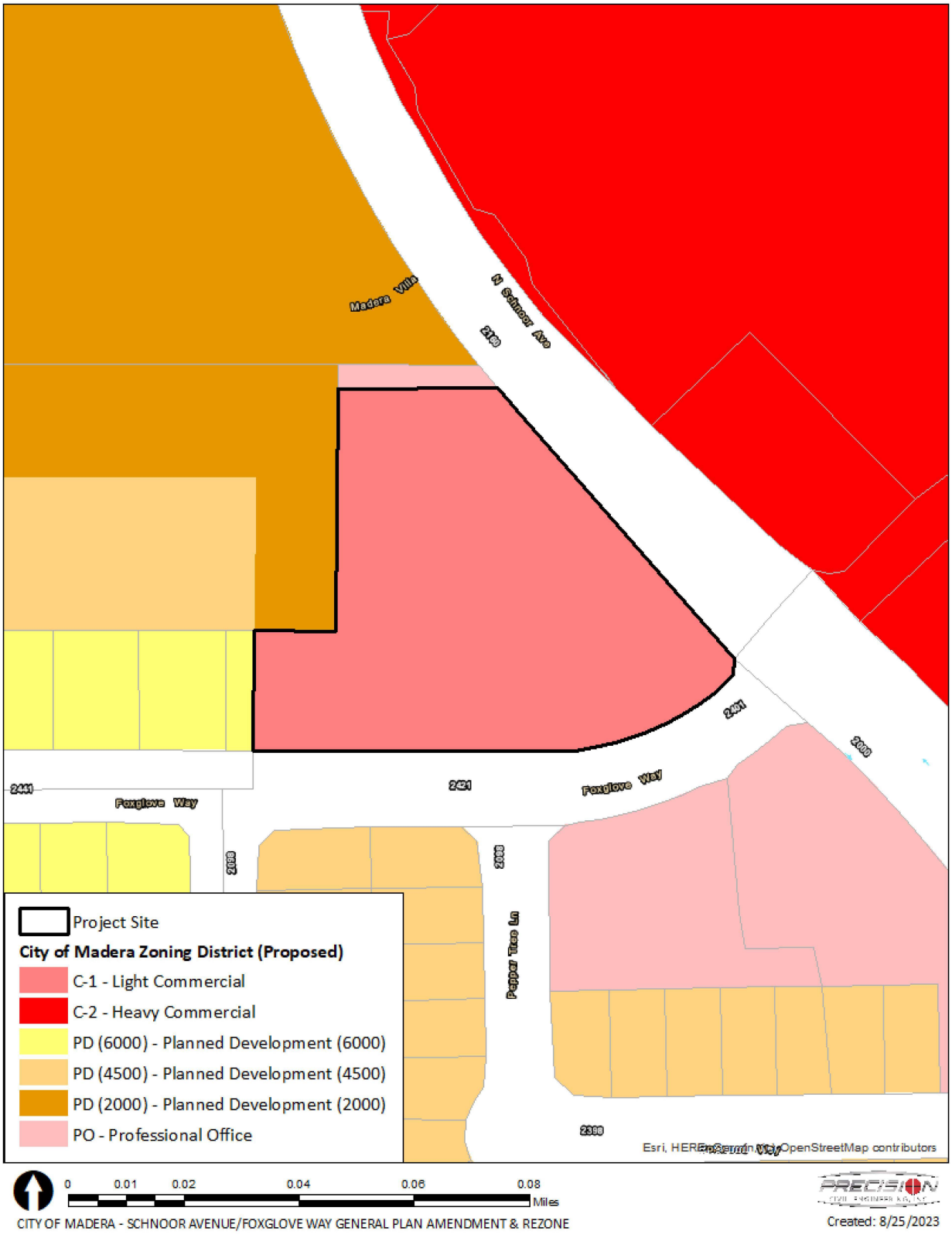
General Plan Designated Land Use Map (Proposed)

ATTACHMENT 4

Existing & Proposed Zone District Maps



City of Madera Zoning Map (Existing)



City of Madera Zoning Map (Proposed)

ATTACHMENT 5

Planning Commission Resolution

Including:

Exhibit “A”: Mitigation Monitoring and Reporting Program

Exhibit “B”: GPA 2022-08 & SPA 2022-01 Land Use Map

Exhibit “C”: REZ 2022-09 Zone District Map

RESOLUTION NO. 1982

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPT A MITIGATED NEGATIVE DECLARATION (SCH NO. 2024030027) AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE GENERAL PLAN AMENDMENT (GPA) NO. 2022-08, SPECIFIC PLAN AMENDMENT (SPA) NO. 2022-01 AND REZONE (REZ) NO. 2022-09

WHEREAS, Edward J. McIntyre ("Owner") submitted an application for a General Plan Amendment (GPA 2022-08), Specific Plan Amendment (SPA 2022-01), and Rezone (REZ 2022-09), collectively "the Project," pertaining to ±2.3 acres of property located on the westerly corner of the intersection of North Schnoor Avenue and Foxglove Way, comprising APN(s) 013-070-014, in the City of Madera, California ("Site"); and

WHEREAS, the Site is designated for Office on the adopted Land Use Map of the City of Madera General Plan and City of Madera Specific Plan No. 1 and is currently zoned PO (Professional Office) by the Zoning Ordinance; and

WHEREAS, GPA 2022-08 was filed to amend the General Plan Land Use Map to change the planned land use designation for the Site from Office to Commercial; and

WHEREAS, pursuant to the City of Madera Municipal Code (CMC), all uses of land within a Specific Plan shall be made consistent with the General Plan Land Use Map, which may include varying densities or residential, commercial, and/or industrial development; and

WHEREAS, SPA 2022-01 was filed to amend Specific Plan No. 1 in accordance with GPA 2022-08 pursuant to the provisions of the CMC; and

WHEREAS, REZ 2022-09 was filed to amend the City of Madera Zoning Map to rezone the Site from the PO (Professional Office) zone district to the C1 (Light Commercial) zone district in accordance with GPA 2022-08 and SPA 2022-01; and

WHEREAS, the Project was assessed under the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH No. 2024030027) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the CMC; and

WHEREAS, pursuant the California Government Code, the Planning Commission shall make a written recommendation (Resolution) on the adoption or amendment of a general plan and send its recommendation to the legislative body; and

WHEREAS, pursuant to the CMC, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the Planning Commission of the City of Madera (Commission) and the Commission shall render a report and recommendation (Resolution) to the City Council of the City of Madera (Council), prior to the Council adopting the amendment or any part thereof; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law for the hearing of March 12, 2024; and

WHEREAS, the Planning Commission received and independently reviewed GPA 2022-08, SPA 2022-01, REZ 2022-09 and Mitigated Negative Declaration (SCH No. 2024030027) at the duly noticed meeting on March 12, 2024; and

WHEREAS, at the March 12, 2024, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after due consideration of all the items before it, the Planning Commission now desires to adopt this Resolution recommending the Council adopt Mitigated Negative Declaration (SCH No. 2024030027) for purposes of the proposed Project and recommending the Council approve GPA 2022-08, SPA 2022-01 and REZ 2022-09.

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

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

2. CEQA: The Planning Commission finds an environmental assessment initial study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for this Project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed Project and relevant environmental issues. Pursuant to CEQA Guidelines Section 15074(b), after consideration of the whole of the administrative record, including the Mitigated Negative Declaration circulated on March 1, 2024, and all comments received, the Planning Commission finds based upon substantial evidence in the record that although the Project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the potential significant direct, indirect or cumulative effects on the environment to a level less-than-significant, and that a Mitigated Negative Declaration is appropriate for this Project. The Planning Commission further finds the Initial Study and Mitigated Negative Declaration were timely and properly published and noticed as required by CEQA and reflect the independent judgement and analysis of the City. As such, the Planning Commission recommends the City Council adopt Mitigated Negative Declaration (SCH No. 2024030027) including the Mitigation Monitoring and Reporting Program (Exhibit A) for the Project following the close of the public review period and following consideration of any public comments received.

3. Recommendation to City Council to Approve GPA 2022-08 and SPA 2022-01: Based on the evidence in the record, the Planning Commission recommends the

Council approve the GPA 2022-08 and SPA 2022-01 to amend the General Plan Land Use Map to change the planned land use designation for the Site (comprising APN[s] 013-070-014) from Office to Commercial

4. Recommendation to City Council to Approve REZ 2022-09: Based on the evidence in the record, the Planning Commission finds and determines that the proposed C1 (Light Commercial) zone district, as requested for the Site (comprising APN[s] 013-070-014) pursuant to REZ 2022-04, is consistent with the proposed Commercial land use designation proposed for the site, pursuant to GPA 2022-08 and SPA 2022-01, in accordance with Policy LU-32 and Table LU-A: General Plan/Zoning Consistency Matrix of the Madera General Plan. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve REZ 2022-09 as shown in Exhibit C.

5. Effective Date: This resolution is effective immediately.

* * * * *

Passed and recommended to City Council for adopting by the Planning Commission of the City of Madera this 12th day of March 2024, by the following vote:

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

NOES: None

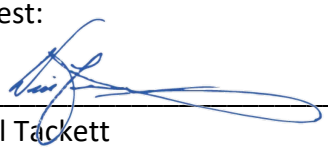
ABSTENTIONS: None

ABSENT: None

_____

Robert Gran Jr.
Planning Commission Chairperson

Attest:



_____

Will Tackett
Community Development Director

Exhibit “A”: Mitigation Monitoring and Reporting Program
Exhibit "B”: GPA 2022-08 & SPA 2022-01 Land Use Map
Exhibit "C”: REZ 2022-09 Zone District Map

Exhibit “A”

Mitigation Monitoring and Reporting Program

Chapter 5 Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Schnoor Avenue/Foxglove Way GPA & Rezone in the City of Madera. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number.

The first column Table 5-1 of identifies the mitigation measure. The second column, entitled "When Monitoring is to Occur," identifies the time the mitigation measure should be initiated. The third column, "Frequency of Monitoring," identifies the frequency of the monitoring of the mitigation measure. The fourth column, "Agency Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the City of Madera to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1 Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
Air Quality					
Mitigation Measure AQ-1: If future development on the Project site consists of a gasoline dispensing facility with a throughput of 3.6 million gals/year or greater, the Project shall consult with SJVAPCD to conduct a Health Risk Assessment (HRA) prior to the approval of project entitlement. If Toxic Air Contaminant (TAC) impacts are identified as significant in the HRA, the applicant shall implement measures to reduce project-specific emissions to below SJVAPCD health risk threshold of 100 pounds per day.	14 days prior to Project Construction	Prior to and During Project Construction	City of Madera	Review of Documentation Submittal	
Cultural Resources					
Mitigation Measure CUL-1: If previously unknown resources are encountered before or during grading activities, construction shall stop in the immediate vicinity of the find and a qualified historical resources specialist shall be consulted to determine whether a historical resources evaluation shall be completed to confirm if the resources qualify as historical resources as defined by Section 15064.5(a) of CEQA Guidelines. The evaluation shall be prepared by a qualified architectural historian or historian who meets the Secretary of the Interior's Professional Qualifications Standards (PQS) in architectural history or history. The qualified architectural historian or historian shall conduct an intensive-level evaluation in accordance with the guidelines and best practices promulgated by the State Office of Historic Preservation to identify any potential historical resources within the proposed project area. All properties 45 years of age or older shall be evaluated within their historic context and documented in a report meeting the State Office of Historic Preservation guidelines. All evaluated properties shall be documented on Department of Parks and Recreation Series 523	During Project Construction	During Project Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Forms. The report shall be submitted to the City for review and concurrence. Any relocation, rehabilitation, or alteration of the resource shall be implemented consistent with the Secretary of the Interior's Standards for the Treatments of Historic Properties (Standards). In accordance with CEQA, a project that has been determined to conform with the Standards generally would not cause a significant adverse direct or indirect impact to historical resources (14 CCR Section 15126.4[b][1]). Application of the Standards shall be overseen by a qualified architectural historian or historic architect meeting the PQS. In conjunction with any development application that may affect the historical resource, a report identifying and specifying the treatment of character-defining features and construction activities shall be provided to the City for review and concurrence, in addition to the historical resources evaluation. If significant historical resources are identified on the development site and compliance with the Standards and or avoidance is not feasible, the applicant or developer shall provide a report explaining why compliance with the Standards and or avoidance is not feasible for the City's review and approval. Site-specific mitigation measures shall be established and undertaken, including, but not limited to, documentation of the historical resource in the form of a Historic American Buildings Survey-Like report. The report shall be commissioned by the project applicant or their consultant to comply with the Secretary of the Interior's Standards for Architectural and Engineering Documentation and shall generally follow the Historic American Buildings Survey Level III requirements, including digital photographic recordation, detailed historic narrative report, and compilation of historic					

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
research. The documentation shall be completed by a qualified architectural historian or historian who meets the PQS and submitted to the City prior to issuance of any permits for demolition or alteration of the historical resource.					
Mitigation Measure CUL-2: In the event of the accidental discovery or recognition of any human remains on the Project site during construction, the following steps in accordance with Section 15064.5 of the CEQA Guidelines shall be taken prior to the continuation of, and during, construction activities, in order to mitigate potential impact: 1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: a. The coroner of the County in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required; and, b. If the coroner determines the remains to be Native American: i. The coroner shall contact the Native American Heritage Commission within 24 hours. ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.	During Project Construction	During Project Construction	City of Madera	Review of Documentation Submittal	

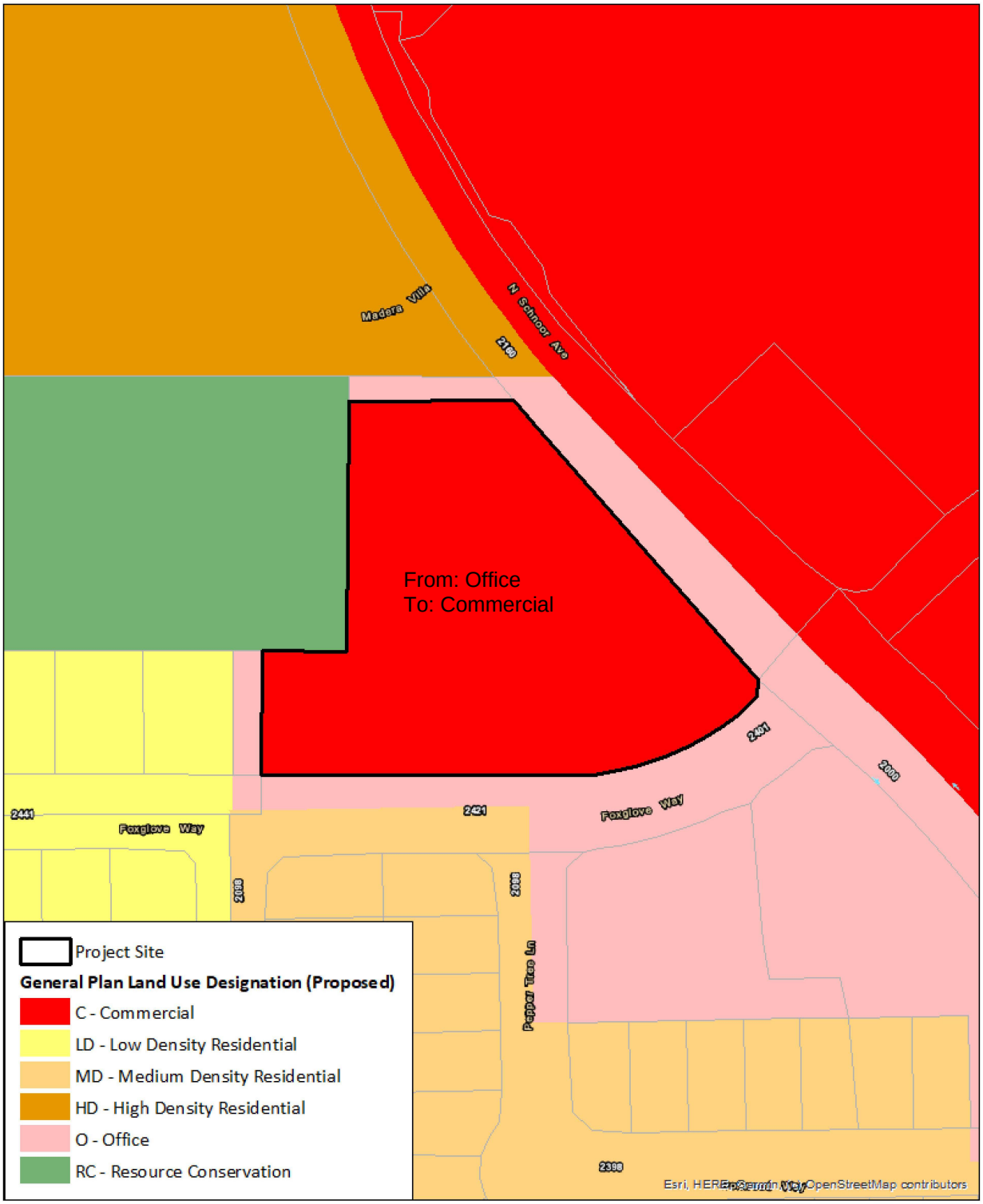
Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Geology and Soils					
Mitigation Measure GEO-1: If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or another appropriate facility regarding any discoveries of paleontological resources. If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations, and fossil recovery may be required to mitigate adverse impacts from project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects or such effects must be mitigated. Construction in that area shall not resume until the resource-appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of					

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
all correspondence and reports shall be submitted to the Lead Agency.					
Hydrology and Water Quality					
Mitigation Measure HYD-1: Prior to issuing of grading or building permits, (a) the Project applicant shall submit to the Lead Agency (1) the approved Storm Water Pollution Prevention Plan (SWPPP) and (2) the Notice of Intent (NOI) to comply with the General National Pollutant Discharge Elimination System (NPDES) from the Central Valley Regional Water Quality Control Board. The requirements of the SWPPP and NPDES shall be incorporated into design specifications and construction contracts.	Prior to issuing of grading or building permits	Prior to Project Construction	City of Madera	Review of Documentation Submittal	
Noise					
Mitigation Measure NOI-1: • Per the City of Madera Municipal Code, construction activities should not occur outside the hours of 6:00 a.m. to 8:00 p.m. • All construction equipment shall be properly maintained and muffled as to minimize noise generation at the source. • Noise-producing equipment shall not be operating, running, or idling while not in immediate use by a construction contractor. • All noise-producing construction equipment shall be located and operated, to the extent possible, at the greatest possible distance from any noise-sensitive land uses. • Locate construction staging areas, to the extent possible, at the greatest possible distances from any noise-sensitive land uses.					

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
• Signs shall be posted at the construction site and near adjacent sensitive receptors displaying hours of construction activities and providing the contact phone number of a designated noise disturbance coordinator.					
Mitigation Measure NOI-2: The use of heavy construction equipment including a pile driver, clam shovel drop, and vibratory roller shall be restricted from being within 25 feet of existing structures.	During Project Operations	During Project Operations	City of Madera	Developer to provide (or comply), City of Madera to verify	

Exhibit “B”

GPA 2022-08 & SPA 2022-01 Proposed Land Use Map



CITY OF MADERA - SCHNOOR AVENUE/FOXGLOVE WAY GENERAL PLAN AMENDMENT & REZONE

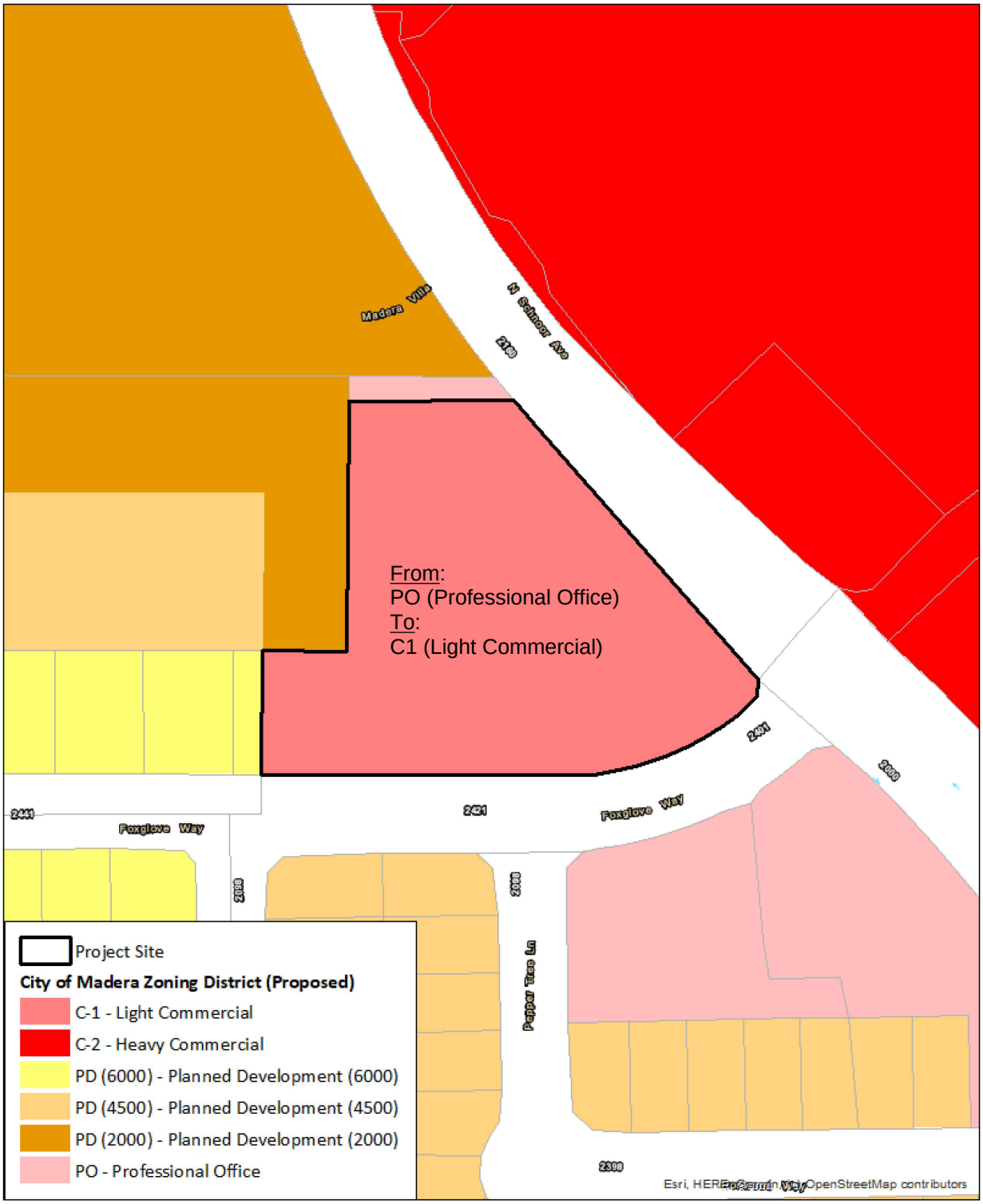
Created: 6/22/2023

Exhibit "B"

GPA 2022-08 & SPA 2022-01 General Plan Designated Land Use Map (Proposed)

Exhibit “C”

REZ 2022-09 Proposed Zone District Map



CITY OF MADERA - SCHNOOR AVENUE/FOXGLOVE WAY GENERAL PLAN AMENDMENT & REZONE

Created: 8/25/2023

Exhibit "C"

REZ 2022-09 City of Madera Zoning Map (Proposed)

ATTACHMENT 6

ALUC Consistency Letter

April 3, 2024

Will Tackett
205 West 4th Street
Madera, CA 93637

RE: General Plan Amendment (GPA 2022-08), Specific Plan Amendment (SPA 2022-01) and Rezone (REZ 2022-09) APN: 013-070-014

To: Whom it may concern,

This letter is issued on behalf of the Madera County Airport Land Use Commission (ALUC), in my capacity as ALUC Secretary, under the authority delegated to the ALUC Secretary by Section 2.1.1 and 2.3.3 of the ALUC Plan to make consistency determinations. We are in receipt of information regarding a General Plan Amendment (GPA 2022-08), Specific Plan Amendment (SPA 2022-01) and Rezone (REZ 2022-09) pertaining to ±2.3 acres of property. The project site is within the City of Madera, Madera County and is located on the westerly corner of the intersection of North Schnoor Avenue and Foxglove Way (APN: 013-070-014).

On review of the project information provided, a full ALUC Commission Hearing is not required based on Section 2.1.1 of the Madera Countywide Airport Land Use Compatibility Plan. The property is within Compatibility Zone D (Other Airport Environs) of the Madera Airport Area of Influence. Staff is recommending the following conditions be added to the project approvals:

- No component of operations of the facility shall create, or cause to be created, electrical interference with aircraft communications or navigation; and
- No component of operations of the facility shall create, or cause to be created, any form of visual or other sensory distractions to those aircraft landing or taking off from the airport; and
- Ensure intensity criteria is met; and
- Ensure airspace obstructions do not occur; and
- Ensure compliance with all aspects of the Madera Countywide Airport Land Use Compatibility Plan for the Madera Municipal Airport.

Please feel free to contact me if you have any comments or concerns.

Sincerely,

Matthew Treber

ATTACHMENT 7

City Council Resolution

Including:

Exhibit “A”: Mitigation Monitoring and Reporting Program

Exhibit “B”: GPA 2022-08 & SPA 2022-01 Land Use Map

Exhibit “C”: SPA 2022-01 Land Use Map

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE MITIGATED NEGATIVE DECLARATION (SCH NO. 2024030027) AND THE MITIGATION MONITORING AND REPORTING PROGRAM PREPARED FOR PURPOSES OF THE PROPOSED PROJECT IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA); AND, AMENDING THE GENERAL PLAN AND SPECIFIC PLAN NO. 1 TO CHANGE THE LAND USE DESIGNATION FOR THE SUBJECT PROPERTY FROM OFFICE TO COMMERCIAL

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

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

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

WHEREAS, Edward J. McIntyre ("Owner") submitted an applications requesting an amendment to the Madera General Plan (GPA 2022-08) and Madera Specific Plan No. 1 (SPA 2022-01) to change the land use designation for approximately 2.3 acres of property located on the westerly corner of the Intersection of North Schnoor Avenue and Foxglove Way, comprising APN(s) 013-070-014, from the Office land use designation to the Commercial land use designation, as shown in the attached Exhibit A; and

WHEREAS, the proposed General and Specific Plan Amendments have been filed to facilitate a rezoning of the subject property from the PO (Professional Office) zone district to the C1 (Light Commercial) zone district thereby providing the required consistency between the General Plan and Zoning Ordinance; and

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

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH No. 2024030027) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC)l; and

WHEREAS, pursuant to the CMC, a properly noticed public hearing was held before the Planning Commission of the City of Madera (Commission) on March 12, 2024, resulting in adoption of Planning Commission Resolution No. 1982 recommending the City Council of the City

of Madera (Council) adopt the Mitigated Negative Declaration and mitigation monitoring and reporting program prepared for the proposed project and approve GPA 2022-08 and Madera Specific Plan No. 1 (SPA 2022-01); and

WHEREAS, pursuant to the CMC, a public hearing (for amendments) shall be held before the City Council of the City of Madera (Council) and the Council shall adopt the amendment and Environmental Review; and

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

WHEREAS, the Council received and independently reviewed REZ 2022-09 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on May 1, 2024; and

WHEREAS, at the May 1, 2024, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Resolution to adopt Mitigated Negative Declaration (SCH No. 2024030027) including a Mitigation Monitoring and Reporting Program for purposes of the proposed project and to approve GPA 2022-08 and SPA 2022-01.

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

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

2. CEQA: The City Council finds an environmental assessment initial study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed Project and relevant environmental issues. Based on this review and assessment, the City Council finds that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the potential significant direct, indirect or cumulative effects on the environment to a level less-than-significant, and that a Mitigated Negative Declaration is appropriate for this project. The Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the County Clerk on March 1, 2024, published in the Madera Tribune on March 2, 2024, and posted with the Governor's Office of Planning and Research (OPR) on March 1, 2022, initiating a public review period effectively commencing on March 1, 2024, and ending March 22, 2024. The City Council further finds the Initial Study and Mitigated Negative Declaration were timely and properly published and noticed as required by CEQA. As such, the City Council hereby adopts Mitigated Negative Declaration (SCH No.

2024030027) including the Mitigation Monitoring and Reporting Program (Exhibit A) for the project following the close of the public review period and following consideration of any public comments received.

The City of Madera Community Development Department located at 205 West 4th Street, Madera, CA 93637 shall serve as the custodian of all documents or other material which constitutes the record of proceedings upon which the Council's affirmation and adoption of this Mitigated Negative Declaration is based. The Council authorizes the Director of the Community Development Department, or designee, to execute and file with the Madera County Clerk, a Notice of Determination for the approval of the project that complies with the CEQA Guidelines.

3. Approval of GPA 2022-08 : Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the proposed amendment to the City of Madera General Plan is hereby found consistent with the intent and purpose of the Madera General Plan . Among others, the project is consistent with General Plan Policy SUS-13, which states that "the City shall support the location and continued operation of local businesses that supply goods and services needed in Madera". Additionally, the City Council finds that approval of General Plan Amendment 2022-08 in the best interest of the City, and is not detrimental to public health, safety, or welfare. Furthermore, the General Plan amendment is consistent with the airport land use compatibility plan (ALUCP) for the Madera Municipal Airport, and includes appropriate land use types and densities located within the airport zones to ensure consistency with the ALUC plan, and future development within the airport zones would be required to comply with the restrictions of the ALUC plan as required by law. As such, the City Council hereby approves the amendment of the City of Madera General Plan Land Use Map by amending the General Plan land use designation of APN 013-070-014, from the Office land use designation to the Commercial land use designation for approximately 2.3 acres of property as specified in attached Exhibit "B," which is incorporated by reference.

4. Approval of SPA 2022-01: Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the proposed amendment to Specific Plan No. 1 Land Use map is hereby found consistent with the Madera General Plan as amended. Among others, the project is consistent with General Plan Policy SUS-13, which states that "the City shall support the location and continued operation of local businesses that supply goods and services needed in Madera," and is consistent with the amended land use designation. The project does not adversely affect the implementation of the Specific Plan with respect to surrounding properties or standards for future development or operations or compatibility with airport safety or operations. Additionally, the City Council finds that approval of Specific Plan Amendment 2022-01 in the best interest of the City,

and is not detrimental to public health, safety, or welfare. Furthermore, Specific Plan amendment is consistent with the ALUCP for the Madera Municipal Airport and includes appropriate land use types and densities located within the airport zones to ensure consistency with the ALUC plan, and future development within the airport zones would be required to comply with the restrictions of the ALUC plan as applicable prior to approval as required by law. As such, the City Council hereby approves the amendment of the City of Madera Specific Plan No. 1 land use designation of APN 013-070-014, from the PO (Professional Office) land use designation to the C1 (Light Commercial) land use designation for approximately 2.3 acres of property as specified in attached Exhibit “C” which is incorporated by reference.

5. Effective Date: This resolution is effective immediately.

* * * * *

Exhibit “A”: Mitigation Monitoring and Reporting Program
Exhibit "B”: GPA 2022-08 Land Use Map
Exhibit "C”: SPA 2022-01 Land Use Map

Exhibit “A”

Mitigation Monitoring and Reporting Program

Chapter 5 Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Schnoor Avenue/Foxglove Way GPA & Rezone in the City of Madera. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number.

The first column Table 5-1 of identifies the mitigation measure. The second column, entitled "When Monitoring is to Occur," identifies the time the mitigation measure should be initiated. The third column, "Frequency of Monitoring," identifies the frequency of the monitoring of the mitigation measure. The fourth column, "Agency Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the City of Madera to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1 Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
Air Quality					
Mitigation Measure AQ-1: If future development on the Project site consists of a gasoline dispensing facility with a throughput of 3.6 million gals/year or greater, the Project shall consult with SJVAPCD to conduct a Health Risk Assessment (HRA) prior to the approval of project entitlement. If Toxic Air Contaminant (TAC) impacts are identified as significant in the HRA, the applicant shall implement measures to reduce project-specific emissions to below SJVAPCD health risk threshold of 100 pounds per day.	14 days prior to Project Construction	Prior to and During Project Construction	City of Madera	Review of Documentation Submittal	
Cultural Resources					
Mitigation Measure CUL-1: If previously unknown resources are encountered before or during grading activities, construction shall stop in the immediate vicinity of the find and a qualified historical resources specialist shall be consulted to determine whether a historical resources evaluation shall be completed to confirm if the resources qualify as historical resources as defined by Section 15064.5(a) of CEQA Guidelines. The evaluation shall be prepared by a qualified architectural historian or historian who meets the Secretary of the Interior's Professional Qualifications Standards (PQS) in architectural history or history. The qualified architectural historian or historian shall conduct an intensive-level evaluation in accordance with the guidelines and best practices promulgated by the State Office of Historic Preservation to identify any potential historical resources within the proposed project area. All properties 45 years of age or older shall be evaluated within their historic context and documented in a report meeting the State Office of Historic Preservation guidelines. All evaluated properties shall be documented on Department of Parks and Recreation Series 523	During Project Construction	During Project Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Forms. The report shall be submitted to the City for review and concurrence. Any relocation, rehabilitation, or alteration of the resource shall be implemented consistent with the Secretary of the Interior's Standards for the Treatments of Historic Properties (Standards). In accordance with CEQA, a project that has been determined to conform with the Standards generally would not cause a significant adverse direct or indirect impact to historical resources (14 CCR Section 15126.4[b][1]). Application of the Standards shall be overseen by a qualified architectural historian or historic architect meeting the PQS. In conjunction with any development application that may affect the historical resource, a report identifying and specifying the treatment of character-defining features and construction activities shall be provided to the City for review and concurrence, in addition to the historical resources evaluation. If significant historical resources are identified on the development site and compliance with the Standards and or avoidance is not feasible, the applicant or developer shall provide a report explaining why compliance with the Standards and or avoidance is not feasible for the City's review and approval. Site-specific mitigation measures shall be established and undertaken, including, but not limited to, documentation of the historical resource in the form of a Historic American Buildings Survey-Like report. The report shall be commissioned by the project applicant or their consultant to comply with the Secretary of the Interior's Standards for Architectural and Engineering Documentation and shall generally follow the Historic American Buildings Survey Level III requirements, including digital photographic recordation, detailed historic narrative report, and compilation of historic					

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
research. The documentation shall be completed by a qualified architectural historian or historian who meets the PQS and submitted to the City prior to issuance of any permits for demolition or alteration of the historical resource.					
Mitigation Measure CUL-2: In the event of the accidental discovery or recognition of any human remains on the Project site during construction, the following steps in accordance with Section 15064.5 of the CEQA Guidelines shall be taken prior to the continuation of, and during, construction activities, in order to mitigate potential impact: 1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: a. The coroner of the County in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required; and, b. If the coroner determines the remains to be Native American: i. The coroner shall contact the Native American Heritage Commission within 24 hours. ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.	During Project Construction	During Project Construction	City of Madera	Review of Documentation Submittal	

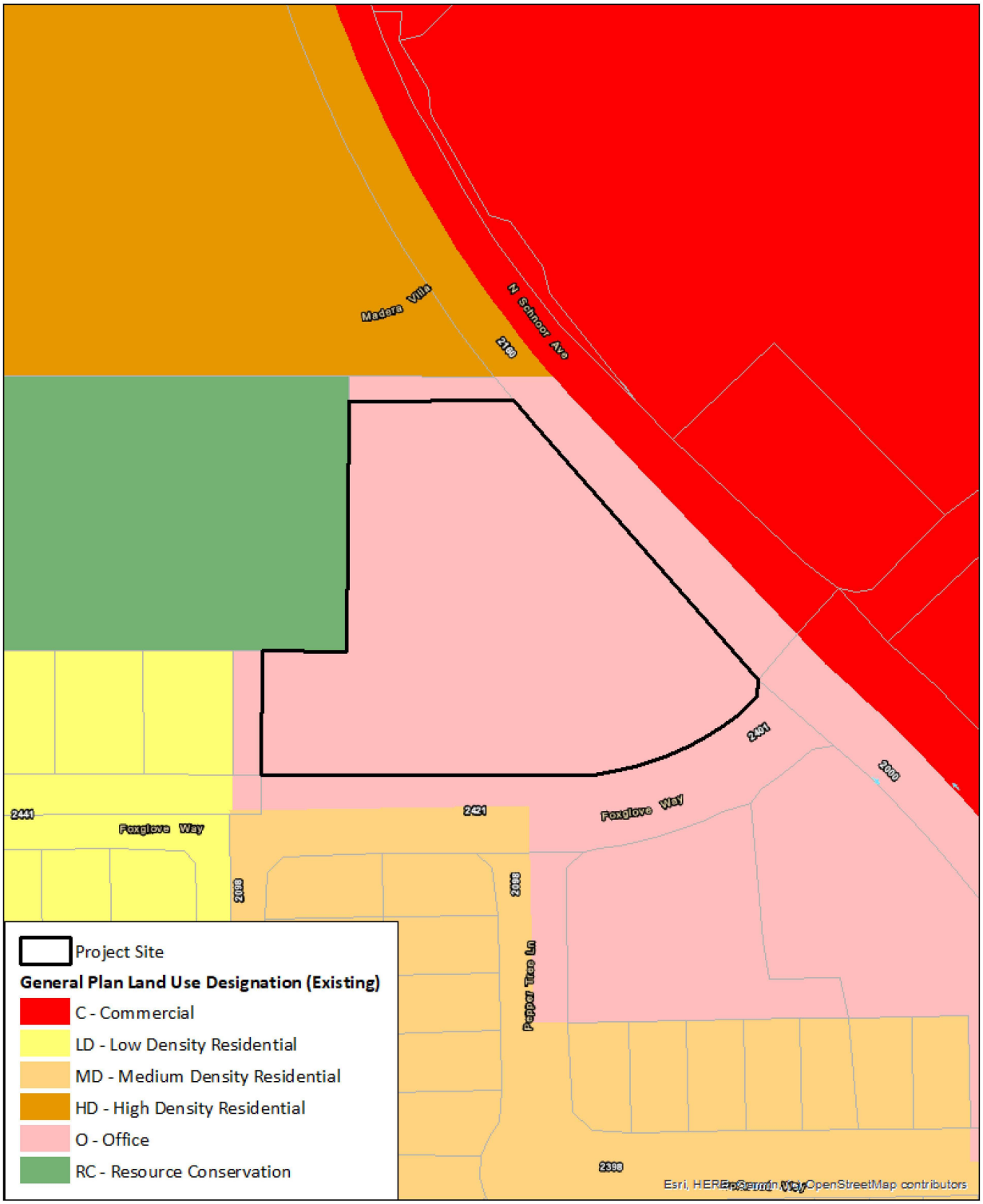
Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Geology and Soils					
Mitigation Measure GEO-1: If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or another appropriate facility regarding any discoveries of paleontological resources. If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations, and fossil recovery may be required to mitigate adverse impacts from project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects or such effects must be mitigated. Construction in that area shall not resume until the resource-appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of					

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
all correspondence and reports shall be submitted to the Lead Agency.					
Hydrology and Water Quality					
Mitigation Measure HYD-1: Prior to issuing of grading or building permits, (a) the Project applicant shall submit to the Lead Agency (1) the approved Storm Water Pollution Prevention Plan (SWPPP) and (2) the Notice of Intent (NOI) to comply with the General National Pollutant Discharge Elimination System (NPDES) from the Central Valley Regional Water Quality Control Board. The requirements of the SWPPP and NPDES shall be incorporated into design specifications and construction contracts.	Prior to issuing of grading or building permits	Prior to Project Construction	City of Madera	Review of Documentation Submittal	
Noise					
Mitigation Measure NOI-1: • Per the City of Madera Municipal Code, construction activities should not occur outside the hours of 6:00 a.m. to 8:00 p.m. • All construction equipment shall be properly maintained and muffled as to minimize noise generation at the source. • Noise-producing equipment shall not be operating, running, or idling while not in immediate use by a construction contractor. • All noise-producing construction equipment shall be located and operated, to the extent possible, at the greatest possible distance from any noise-sensitive land uses. • Locate construction staging areas, to the extent possible, at the greatest possible distances from any noise-sensitive land uses.					

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
• Signs shall be posted at the construction site and near adjacent sensitive receptors displaying hours of construction activities and providing the contact phone number of a designated noise disturbance coordinator.					
Mitigation Measure NOI-2: The use of heavy construction equipment including a pile driver, clam shovel drop, and vibratory roller shall be restricted from being within 25 feet of existing structures.	During Project Operations	During Project Operations	City of Madera	Developer to provide (or comply), City of Madera to verify	

Exhibit “B”

GPA 2022-08 Proposed Land Use Map

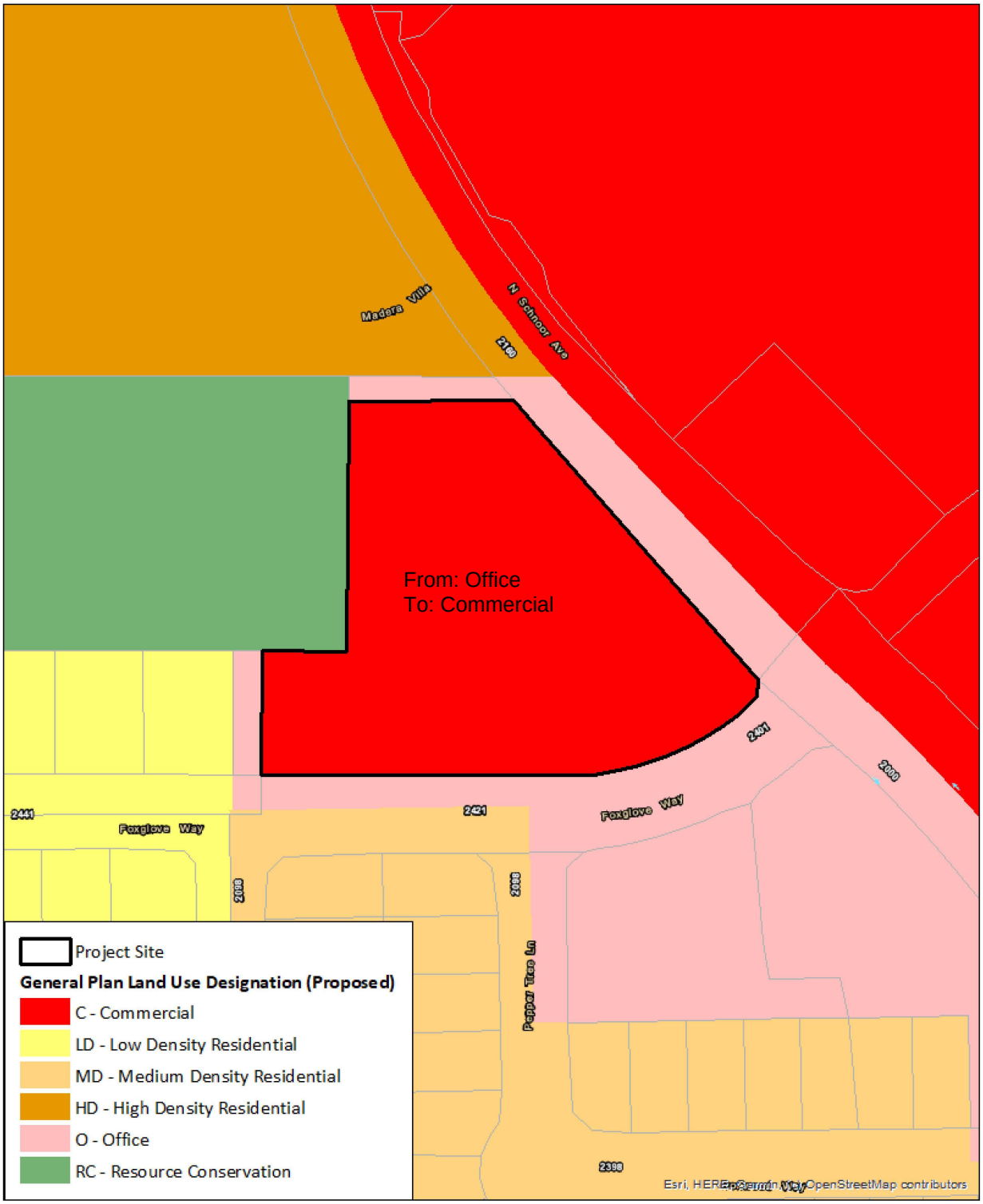


CITY OF MADERA - SCHNOOR AVENUE/FOXGLOVE WAY GENERAL PLAN AMENDMENT & REZONE

Created: 6/22/2023

Exhibit "B"

General Plan Designated Land Use Map (Existing)



CITY OF MADERA - SCHNOOR AVENUE/FOXGLOVE WAY GENERAL PLAN AMENDMENT & REZONE

Created: 6/22/2023

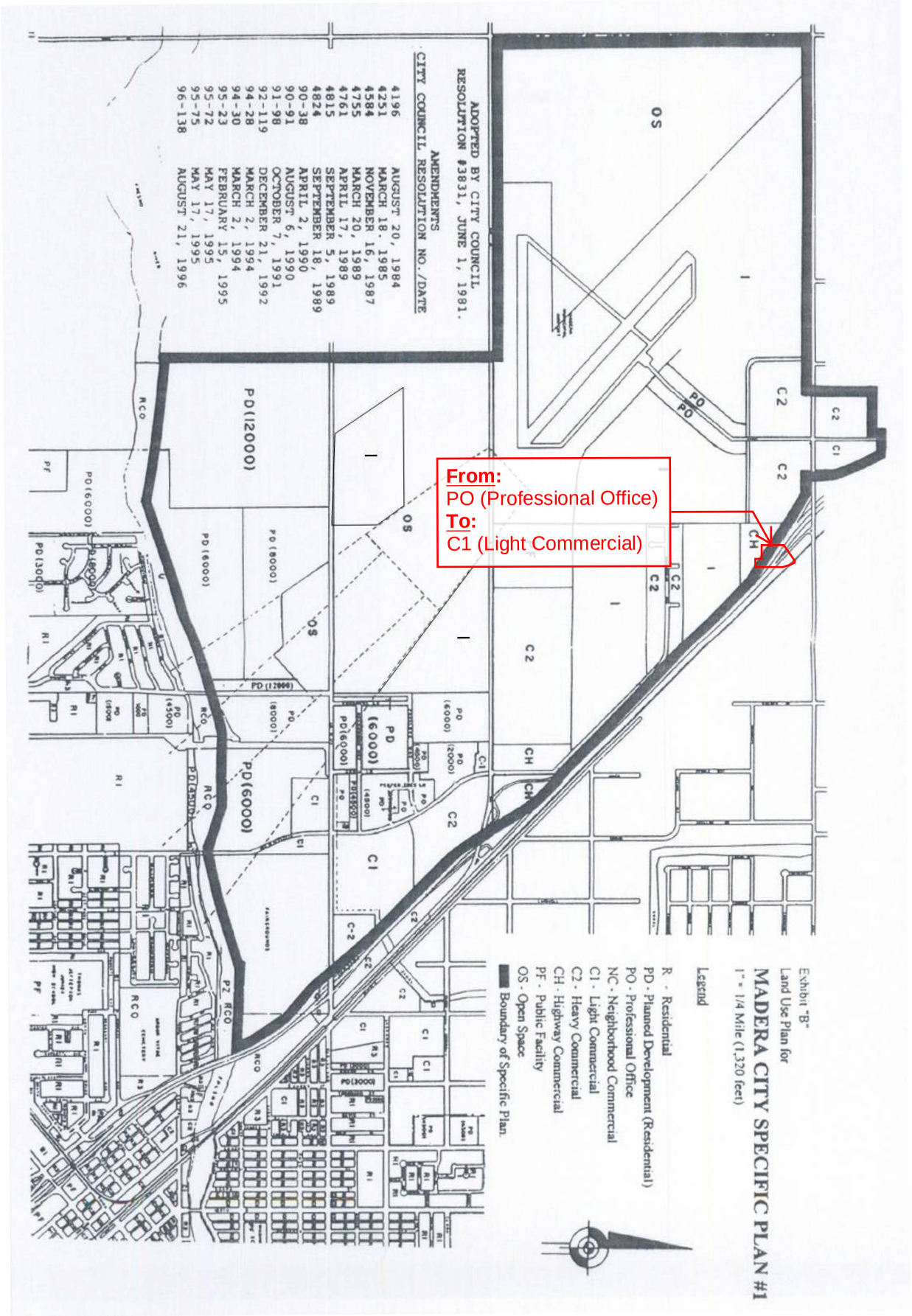
Exhibit "B"

GPA 2022-08 & SPA 2022-01 General Plan Designated Land Use Map (Proposed)

Exhibit “C”

SPA 2022-01 Proposed Land Use Map

Exhibit "C": SPA 2022-01 Proposed Land Use Map



ATTACHMENT 8

City Council Ordinance

Including:

Exhibit “A”: REZ 2022-09 Zone District Map

ORDINANCE NO. _____

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

WHEREAS, Edward J. McIntyre ("Owner") submitted an application for a rezone (REZ 2022-09) for approximately 2.3 acres of land located on the on the westerly corner of the Intersection of North Schnoor Avenue and Foxglove Way, comprising APN(s) 013-070-014, in the City of Madera, California ("site"); and

WHEREAS, the site is planned for Commercial land uses in the adopted City of Madera General Plan and Specific Plan No. 1 and is currently zoned PO (Professional Office) by the Zoning Ordinance; and

WHEREAS, the Owner is seeking approval to rezone the site to the C1 (Light Commercial) zone district pursuant to REZ 2022-09; and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH No. 2024030027) including a Mitigation Monitoring and Reporting Program, which was circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC) prior to adoption by the City Council; and

WHEREAS, pursuant to the CMC, a properly noticed public hearing was held before the Planning Commission of the City of Madera (Commission) on March 12, 2024, resulting in adoption of Planning Commission Resolution No. 1982 recommending the City Council of the City of Madera (Council) adopt the Mitigated Negative Declaration and mitigation monitoring and reporting program prepared for the proposed project and approve REZ 2022-09; and

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

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

WHEREAS, the Council received and independently reviewed REZ 2022-09 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on May 1, 2024; and

WHEREAS, at the May 1, 2024, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Ordinance approving REZ 2022-09.

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

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

SECTION 2. CEQA: This project has been previously assessed. The City Council finds that pursuant CEQA Guidelines § 15162 subsequent environmental review is not required for REZ 2022-09 based on the following:

a. No substantial changes are proposed in the project which will require major revisions of the previous mitigated negative declaration due (MND) to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, the City Council approved the MND almost immediately prior to the adoption of this Ordinance. REZ 2022-09 is consistent with the same density, intensity, and use, and is exactly as contemplated by the MND. As such, the proposed REZ 2022-09 has the same environmental impacts assessed in the MND.

b. No substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, REZ 2022-09 is exactly consistent with the MND and specifically contemplated by it. Additionally, approval of REZ 2022-09 was contingent upon the approval of General and Specific Plan Amendments (GPA 2022-08 & SPA 2022-01) approved by the City Council as part of the approval of the MND, the property will be zoned and will be used for commercial uses as originally contemplated by the MND, and there are no new substantial changes in the physical environment that were not anticipated in the MND, including its analysis in light of the rezone contemplated.

c. There is no new information, which was not known and could not have been known at the time of the previous mitigated negative declaration that the project will have significant effect not discussed in the MND. The REZ 2022-09 will not have any more significant effects than that already discussed and assessed in the MND, and was specifically contemplated by the MND. Furthermore, since a MND was previously adopted for the project, the considerations set forth in CEQA Guidelines § 15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable.

Based upon these findings, the City Council determines that this project has already been environmentally assessed and no further environmental documentation is required for REZ 2022-09.

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds REZ 2022-09 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

a. The proposed Rezone will provide the required consistency between the General Plan and zoning in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan as required by General Plan Policy LU-32. Table LU-A of the General Plan identifies General Plan Land Use Category and Consistent Zoning Districts. According to Table LU-A, the C1 (Light Commercial) zone district is consistent with the Commercial Land Use designation for the site.

b. The Rezone is not expected to be detrimental to the health, safety peace, comfort, or general welfare of the neighborhood or the City. Environmental analyses and findings prepared for the proposed project and as provided in MND (SCH No. 2024030027) considered potential environmental impacts associated with the project. Mandatory findings of significance provide the project will not result in significant environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. In addition, all required standards of the Zoning Regulations contained within the City Municipal Code will be complied with and conditions of approval will be applied to future development to ensure a future proposed project will not be detrimental to the health, safety, peach, comfort or general welfare of the neighborhood or City.

SECTION 4. Approval of REZ 2022-09. The City Council hereby approves REZ 2022-09 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the hereto attached Exhibit "A," which indicates the segment of the City of Madera Zoning Map to be amended.

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

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

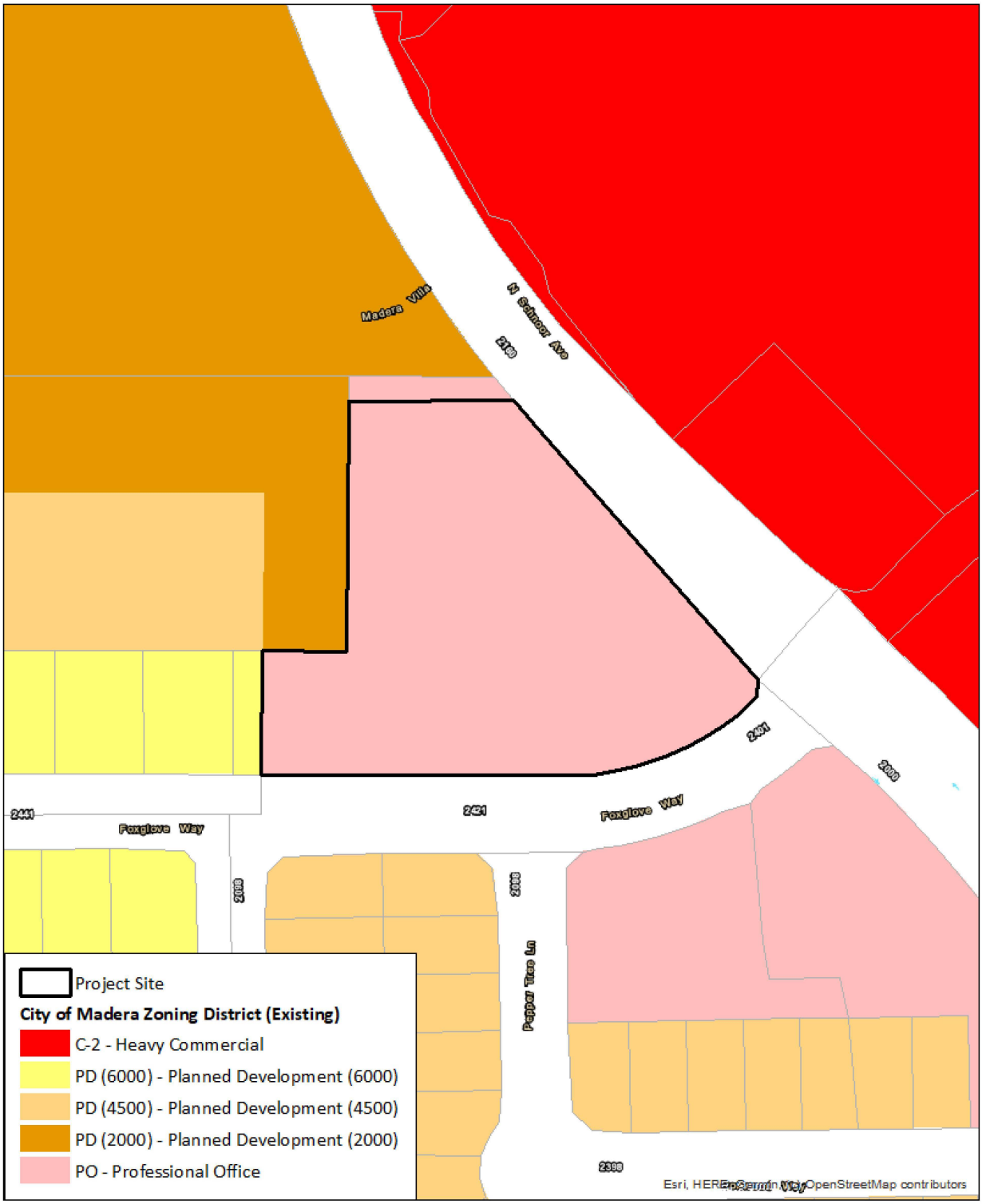
SECTION 7 Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

Exhibit "A" – Mitigation Monitoring and Reporting Program
Exhibit "B" – C1 (Light Commercial) zone district

Exhibit “A”

REZ 2022-09 Proposed Zone District Map

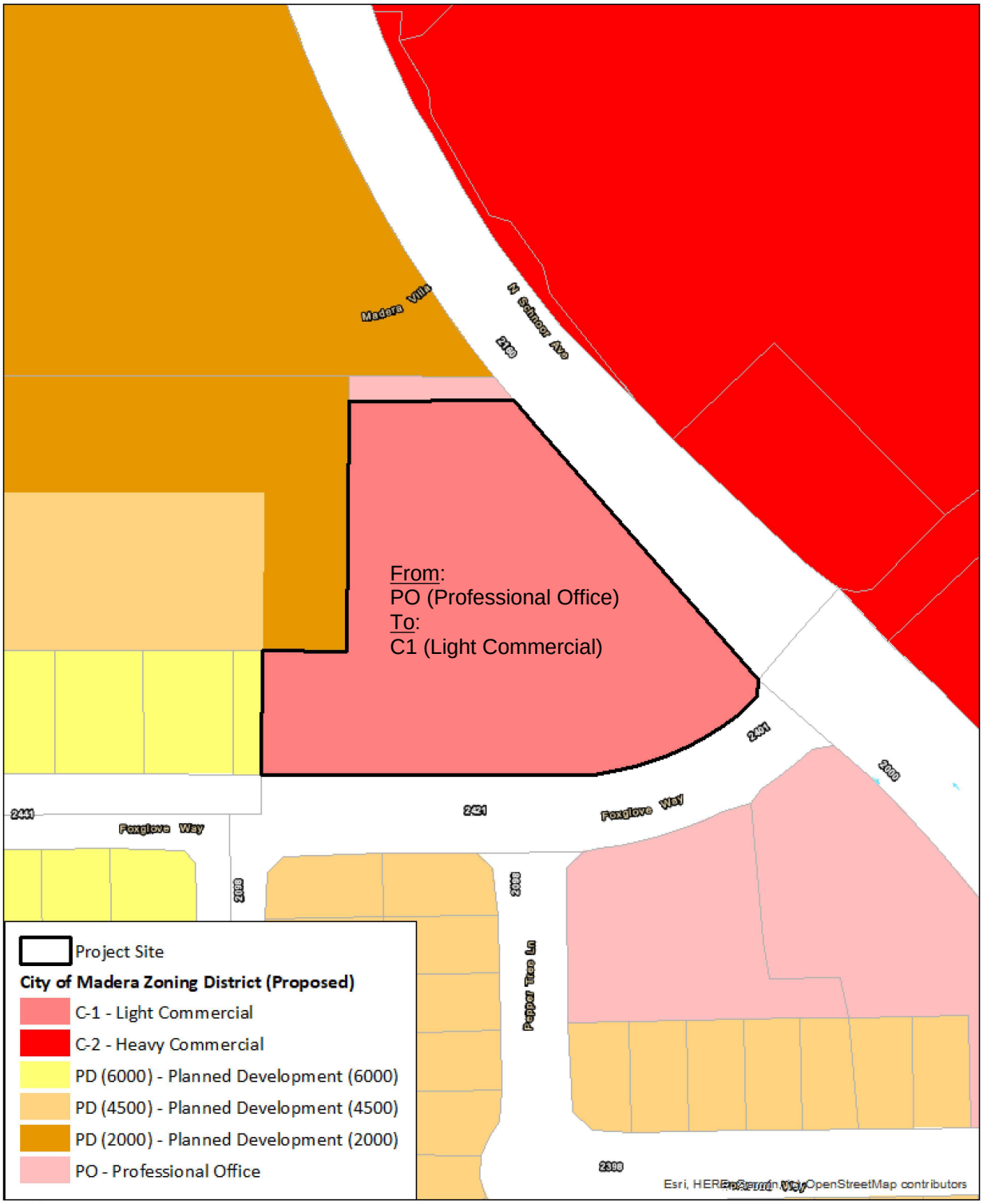


CITY OF MADERA - SCHNOOR AVENUE/FOXGLOVE WAY GENERAL PLAN AMENDMENT & REZONE

Created: 6/22/2023

Exhibit "C"

City of Madera Zoning Map (Existing)



CITY OF MADERA - SCHNOOR AVENUE/FOXGLOVE WAY GENERAL PLAN AMENDMENT & REZONE

Created: 8/25/2023

Exhibit "C"

REZ 2022-09 City of Madera Zoning Map (Proposed)

ATTACHMENT 9

Environmental Review IS/MND (SCH No. 2024030027)

Digitally available to view or download on the City of Madera Planning Department Webpage through the following link:
https://www.madera.gov/home/departments/planning/#tr-current-projects-environmental-review-2436011

On file and available for public review at the City of Madera Planning Department, 205 W. 4th Street, Madera, CA 93637.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: A-2

SUBJECT:

Military Equipment Use Ordinance and Policy

RECOMMENDATION:

Review Military Equipment Use Policy, Ordinance, and Annual Report and by minute order affirm the Ordinance and accept the Annual Military Equipment Use Report

SUMMARY:

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill (AB) 481, relating to law enforcement agencies' use of military equipment. AB 481 established California Government Code Sections 7070 through 7075 (Government Code). Pursuant to the Government Code, law enforcement agencies are required to obtain approval from their respective governing bodies prior to taking actions related to the funding, acquisition, or use of military equipment. The bill required law enforcement agencies to draft a military equipment use policy and obtain approval from its governing body via an ordinance.

On an annual basis thereafter, an agency is required to publish a military equipment report that includes a summary of each type of military equipment, its intended purpose, how each type of equipment was used by the agency during the preceding year, a summary of any complaints received concerning the equipment, the results of any internal audits pertaining to violations of the military equipment use policy, the total cost for each type of equipment, and quantity possessed. Furthermore, the Government Code requires the governing body, at least annually, to review any ordinance adopted, approving the funding, acquisition, or use of military equipment and voting on whether to renew the ordinance.

DISCUSSION:

AB 481 was introduced to increase transparency and accountability for the funding, acquisition, and use of military equipment by state and local law enforcement agencies. The legislation includes a broad definition of what constitutes military equipment, including items such as unmanned aircraft systems (UAS, commonly referred to as drones) that are regularly used in everyday society by members of the public and have been effectively developed for many years by law enforcement agencies to respond to emerging threats, civil unrest, and mass casualty events. Furthermore, several items the bill defines as military equipment are not necessarily used by the military but are less-lethal, standard issue equipment for peace officers. While possession of such equipment does not warrant its use in ordinary circumstances, this essential equipment is deployed based on situational necessity to effectively de-escalate intense situations or bring volatile conditions and critical incidents to a safe resolution.

In compliance with the Government Code, the Police Department (Department) drafted a military equipment policy and accompanying military equipment report in 2022. The policy and report were posted for public viewing on the City's website and approved by Council at the June 15, 2022 meeting through the adoption of Ordinance number 994.

In accordance with the annual requirements outlined in the Government Code, the Department completed the 2023 Military Equipment Annual Report. The Department currently possesses seven types of items that fall under the military equipment classifications delineated in the Government Code. The availability of this equipment enables the Department to minimize risk to members of the community and officers during dynamic and unfolding high-risk incidents, maintain a state of readiness through continuous training and familiarity with such equipment, and strategically fulfill its mission to protect life and property. The report includes an inventory detailing each type of military equipment possessed by the Department and its quantity, authorized use, fiscal impact, and training requirements. The report also summarizes the usage of each type of equipment and complaints received regarding the equipment during calendar year 2023. It is worth noting that the Department did not receive any complaints regarding the usage of its military equipment.

The Department's 2023 Military Equipment Annual Report was made available for public review on the City's website on April 25, 2024. The Government Code requires the Department to hold at least one well-publicized and conveniently located community engagement meeting. Upon presenting the annual report at the May 1, 2024, Council meeting, the public is invited to comment on, discuss, and ask questions regarding the annual report.

FINANCIAL IMPACT:

There is no fiscal impact associated with the Military Equipment Annual Report, sans the preparation of the report.

ALTERNATIVES:

Council may renew or not renew the authorizing ordinance, disapprove authorization for equipment where standards have not been met, or require modifications to the military

equipment use policy based on whether the equipment detailed within the annual report complies with policy and meets specified standard as set forth in California Government Code Section 7071, subdivision (d). If the Council decides not to renew the authorizing ordinance, the Military Equipment Annual Report will be considered invalid and not accepted.

ATTACHMENTS:

1. Exhibit A: 2023 Military Equipment Annual Report
2. Exhibit B: Ordinance 994 C.S.
3. Exhibit C: Madera Police Department Policy 709

EXHIBIT A

MADERA POLICE DEPARTMENT
Giachino Chiaramonte
Chief of Police

MADERA POLICE DEPARTMENT

Annual Military Equipment Use Report

January 1, 2023 – December 31, 2023

330 South "C" Street, Madera, California 93638
(559) 675-4200 FAX (559) 675-6654

Annual Military Equipment Use Report

On September 30, 2021, California Governor Gavin Newsom approved Assembly Bill 481, requiring law enforcement agencies to obtain approval from the applicable governing body, by adoption of a military equipment use policy. On June 15, 2022, the City Council adopted Ordinance No. 994 C.S., regarding the City's Equipment Use Policy. Per AB 481, the Madera Police Department is required to submit to the City Council and Annual Military Equipment Use Report and to seek approval of their military equipment use policy at a regular open meeting prior to taking certain actions relating to the funding, acquisition, and use of military equipment.

Assembly Bill 481 allows the governing body to approve the funding, acquisition, and use of military equipment within its jurisdiction, only if it determines that the military equipment meets specified standards. The military equipment use policy is subject to the City Council review to determine whether the standards set forth in Assembly Bill 481 have been met, based upon annual military equipment use report.

Finally, assembly Bill 481 requires publication of military equipment use policy and the annual military equipment use report on the department's website.

Assembly Bill 481

California Government Code section 7072 states the following:

> (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
>
> (1) A summary of how the military equipment was used and the purpose of its use.
>
> (2) A summary of any complaints or concerns received concerning the military equipment.
>
> (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
>
> (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

In addition to maintaining the highest levels of public safety, the Madera Police Department is committed to transparency, public trust, community partnerships, and compliance with the law. As such, the Department has authored the following Annual Military Equipment Use Report in accordance with annual reporting requirements set forth in California Government Code section 7072.

This Report outlines the military equipment usage from January 1 to December 31, 2022. Certain items of military equipment, particularly consumables (ammunition, diversionary devices, pepper balls, chemical agents, etc.) are used throughout the year on a regular basis for training to maintain proficiency. Training usage is not captured in this section. This section only provides data for the operational use of military equipment listed within this Annual Military Equipment Use Report.

Outreach and Community Engagement

The Madera Police Department is committed to improving the trust and confidence between the Police and the community it serves. The Madera Police Department utilizes select military equipment, including UAS, the Mobile Command Vehicle, during outreach and community events, as a means of public awareness, transparency, and education. Military equipment may also be displayed during community events as a means of providing a safe environment for the public to enjoy.

This Annual Military Equipment Use Report outlines a summary of military equipment usage guidelines, inventory, fiscal impact, complaints, and reported concerns from January 1, 2023, through December 31, 2023.

The following is the data for Military Equipment Use by category:

Unmanned Aircraft System (UAS)

Unmanned Aircraft Systems were utilized a total of sixteen (16) times from January 1, 2023, through December 31, 2023.

Authorized usages:
To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- search for missing persons.
- natural disaster management.
- Crime/Accident scene photography.
- SWAT, tactical or other public safety and life preservation missions.
- In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Robots

Robots were utilized zero (0) times from January 1, 2023, through December 31, 2023.

Authorized usages:

- To be used to remotely gain visual/audio data
- Delivery of items (i.e., CNT phone) during critical incidents to engage in de-escalation and/or crisis intervention techniques in an attempt to resolve incidents peacefully
- To visually clear buildings

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Mobile Incident Command Vehicle

The Mobile Command Vehicle was utilized a total of sixteen (16) times from January 1, 2023, through December 31, 2023.

Authorized usages:

- To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Breaching Equipment

The breaching equipment were utilized two (2) times between January 1, 2023, through December 31, 2023.

Authorized usages:

- To safely and quickly gain entry into a structure.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Chemical Agent and Smoke Canisters

Chemical Agents and Smoke Canisters were utilized zero (0) times between January 1, 2023, through December 31, 2023.

Authorized usages:

- To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the chemical agents systems may include, but are not limited to:
- Self-destructive, dangerous and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

40MM Launcher and Rounds

The 40MM was used zero (0) times between January 1, 2023, through December 31, 2023.

Authorized usages:

- To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- Situations for use of the less lethal weapon systems may include, but are not limited to:
- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Less Lethal Launcher

Less Lethal launcher was utilized during zero (0) calls for service between January 1, 2023, through December 31, 2023.

Authorized usages:

- To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- Self-destructive, dangerous and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2022, through December 31, 2022.

Inventory by Equipment Type

January 1, 2023, through December 31, 2023

Note: The inventory of certain items of consumable military equipment (i.e. ammunition, diversionary devices, chemical agents, etc.) frequently fluctuates throughout the year due to operational usage, training usage, operational wear, and/or manufacturer recommended replacement guidelines. While the Madera Police Department strives to provide accuracy in its inventory reporting, this report reflects approximations of certain consumable items of military equipment during the time period listed above.

Unmanned Aircraft System (UAS)	
Equipment Name and Model/Manufacturer	**Quantity**
DJI Air S2	4

Robots	
Equipment Name and Model/Manufacturer	**Quantity**
Avatar III	1

Mobile Incident Command Vehicles	
Equipment Name and Model/Manufacturer	**Quantity**
28-foot-long, two-axle, bumper pulled Mobile Command Trailer	1

Breaching Equipment	
Equipment Name and Model/Manufacturer	**Quantity**
Remington 870 breaching shotgun	2
CTS 12 gauge breaching munition	7
Royal Arms 12-gauge Flash Bang Cartridge	65

Chemical Agent and Smoke Canisters	
Equipment Name and Model/Manufacturer	**Quantity**
Defense Technology Triple Chaser Smoke Grenade	3 canisters

Defense Technology 518 Riot Continuous CS Grenade	6 canisters
Defense Technology Triple Chaser CS Grenade	3 canisters
Defense Technology Instantaneous Blast OC	2 canisters

40MM Launcher and Rounds	
Equipment Name and Model/Manufacturer	**Quantity**
Defense Technology 40MM multi-launcher	2
Defense Technology 40MM Spede-Heat Long Range CS	3 rounds
Defense Technology 40MM Spede-Heat smoke	6 rounds
Defense Technology 40MM Stinger Ball / Foam Baton	20 rounds

Less Lethal Shotgun	
Equipment Name and Model/Manufacturer	**Quantity**
Remington 870 Less-Lethal shotgun	25
Safariland 12-gauge Super-Sock	135 rounds

*** In the Madera Police Department Military Equipment Use report from 2022, it showed our department was in possession of 100 canisters of Defense Technology Flameless Smoke Grenades. This was a miscalculation and in our review of past purchases was found to be incorrect. At no time was the Madera Police Department in possession of 100 smoke grenades. We are currently in possession of 3 smoke canisters but turned in 11 smoke canisters and 26 chemical agent canisters to the Fresno Police Department EOD for destruction, due to them being expired.**

Fiscal Impact
Calendar Year 2023

Unmanned Aircraft System (UAS)- Combined purchase of 1 drone with extra batteries and accessories $2,000.

Robot- No maintenance in 2023.

Mobile Incident Command Vehicles- Combined annual maintenance of approximately $4000.

Breaching Equipment- No maintenance in 2023.

Chemical Agent and Smoke Canisters- No annual maintenance.

40MM Launcher and Rounds- No maintenance in 2023.

Less Lethal Shotgun- No maintenance in 2023.

Training Costs
Calendar Year 2023 – Military Equipment Use Training Costs

The use of certain items of military equipment and related special tactics are perishable skills that require ongoing training to maintain proficiency. The courses attended by officers can vary year to year depending on operational need. Funding sources for training are from the existing budget.

The following are training classes attended by officers in 2023 and associated costs related to military equipment covered in the annual equipment report:

UAS Drone Certification
Test Company: PSI True Talent
Details: FAA testing and certification
Cost: $175/per person (1 officer-existing police budget)

Maintenance Costs
Maintenance of Military Equipment Supply Levels
The Department may order up to 25% of the existing inventory of consumable items on this list in a calendar year, without Board approval, in order to maintain a stock available for Department needs. Consumable items include:

a. Breaching rounds
b. Chemical agents and smoke canisters
c. 40MM munitions
d. Less-lethal 12-gauge rounds

Summary of Complaints or Concerns:

None.

Violations of Equipment Use Policy:

None.

Anticipated Purchases
Calendar Year 2024

Unmanned Aircraft System (UAS)- Combined purchase of (3) drones with extra batteries and accessories.

EXHIBIT B

ORDINANCE NO. 994 C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADDING CHAPTER 16 TO TITLE III OF THE MADERA CITY CODE RELATING TO ADOPTION OF A MILITARY EQUIPMENT USE POLICY

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. CHAPTER 16 is added to Title III of the Madera Municipal Code to read as follows:

CHAPTER 16
Military Equipment Use Policy

3-16.01 Title of Ordinance.
3-16.02 Findings.
3-16.03 Determinations.

Section 3.16.01 Title of Ordinance

This chapter shall be titled "Military Equipment Use Policy."

Section 3.16.02 Findings.

A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070.

C. Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

D. The proposed Military Equipment Use Policy is found within Madera Police Department Policy Section 709.

E. The Military Equipment Use Policy as set forth in Madera Police Department Manual Section 709 was published on the Madera Police Department's internet website on April 21, 2022. The Madera Police Department Policy Section 709 was presented to City Council on April 21, 2022.

F. The Military Equipment Use Policy as set forth in Department Policy Section 709 meets the requirements of California Government Code section 7070, subdivision (d).

Section 3-16.03. Determinations.

Based on the findings above, in addition to information provided to the City Council at the public hearing, the City Council determines as follows:

A. The military equipment identified in Madera Police Policy 709 is necessary, because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

B. The Military Equipment Use Policy as set forth in Madera Police Manual 709 will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. The military equipment identified as Madera Police Manual 709 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. The Military Equipment Use Policy as set forth in Madera Police Manual 709 is approved and adopted.

E. A copy of the Madera Police Manual 709 may be obtained from the Madera Police Department or the City Clerk.

SECTION 2. CEQA. The City Council finds and determines that this ordinance is not a "project" for the purposes of the California Environmental Quality Act (CEQA), as the ordinance does not have the potential for resulting in either a direct physical change in the environment, or a reasonably indirect physical change in the environment. Instead, the ordinance merely provides a procedural mechanism for enforcing the City's Municipal Code and abating nuisances so as to promote public health, safety, and welfare. As such, the adoption of this ordinance is not subject to CEQA.

SECTION 3. Effective Date. This ordinance shall become effective thirty days after its adoption.

SECTION 4. Publication. The City Clerk is authorized to cause this ordinance or a summary of this ordinance to be published in a newspaper of general circulation in the City of Madera, within fifteen days after its adoption. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted at City Hall at least five days prior to the meeting at which the ordinance is adopted and again after the meeting at which it is adopted. The ordinance shall become effective thirty days after its adoption.

(Certification on next page)

The foregoing Ordinance No. 994 C.S. was introduced and given its first reading at a regular meeting of the City Council of the City of Madera held on the 1st day of June 2022 and adopted after a second reading at a regular meeting of the City Council held on 15th day of June 2022 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

EXHIBIT C

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Madera Police Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Copyright Lexipol, LLC 2022/03/24, All Rights Reserved.
Published with permission by Madera Police Department

709.2 POLICY

It is the policy of the Madera Police Department (MPD) that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Madera Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The list set forth in Attachment A is the list of qualifying equipment for the Department:

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Copyright Lexipol, LLC 2022/03/24, All Rights Reserved.
Published with permission by Madera Police Department

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this department shall be approved for use and in accordance with this department policy. Military equipment used by other jurisdictions that are providing mutual aid to this department, or operating in conjunction with this department, shall comply with their respective military equipment use policies in rendering mutual aid.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Copyright Lexipol, LLC 2022/03/24, All Rights Reserved.
Published with permission by Madera Police Department

709.9 MAINTENANCE OF MILITARY EQUIPMENT SUPPLY LEVELS

The Department may order up to 25% of the existing inventory of consumable items in this list in a calendar year, without city council approval, to maintain a stock available for Department needs. MPD is authorized to acquire additional stock of items listed here from other law enforcement agencies of CalOES in the event of an emergency when approved by the Chief of Police or designee. Consumable items include:

a. Breaching rounds

b. Distraction devices

c. Chemical agents and smoke canisters

d. 40MM munitions

e. Less-lethal 12-gauge rounds

Copyright Lexipol, LLC 2022/03/24, All Rights Reserved.
Published with permission by Madera Police Department

ATTACHMENT A TO POLICY 709 MILITARY EQUIPMENT
SECTION 709.4

SECTION ONE: Qualifying Equipment Owned/Utilized by the Madera Police Department.

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.

    a. Description, quantity, capabilities, and purchase cost of current UAS:

        i. DJI Air S2, cost $1,500 each, quantity 3. Miniature UAS that weighs approximately 595 grams and can record video and obtain digital images with approximately 31 minutes of flight time.

    b. Purpose
    To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
        i. Search for missing persons.
        ii. Natural disaster management.
        iii. Crime/Accident scene photography.
        iv. SWAT, tactical or other public safety and life preservation missions.
        v. In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

    c. Authorized Use
    Only assigned operators who have completed the required training shall be permitted to operate UASs during approved missions.

    d. Expected Life Span
    All UAS equipment, 3-5 years.

    e. Fiscal Impact
    Combined annual maintenance and battery replacement cost for all UASs is approximately $1,000.

    f. Training
    All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend quarterly department training.

    g. Legal and Procedural Rules
    Use is established under FAA Regulation 14 CFR Part 107, and the MPD UAS policy. It is the policy of the MPD to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal

law.

2. **Robots**: Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.

    a. Description, quantity, capabilities, and purchase cost
        i. Avatar III, cost: $90,000 each, quantity: 1. The Avatar III is a rugged, heavy-duty tactical robot that allows personnel to remotely inspect dangerous situations safely and quickly. It has stair climbing ability and an arm capable of lifting 65lbs. The Avatar III also offers microphones, speakers, and cameras for communications, and can deliver small items into unsafe environments.

    b. Purpose
    To be used to remotely gain visual/audio data, deliver hostage negotiator phone, open doors, disrupt packages, and visually clear buildings.

    c. Authorized Use
    Only assigned operators who have completed the required training shall be permitted to operate the robot identified at section 2(a)(i). Use is established by the Investigations Lieutenant and/or Incident Commander.

    d. Expected Life Span
    15 years.

    e. Fiscal Impact
    Annual maintenance and battery replacement cost is approximately $250.

    f. Training
    All robot operators complete annual basic operator training to operate the robot identified at sections 2(a)(i).

    g. Legal and Procedural Rules
    It is the policy of the MPD to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. **Mobile Incident Command Vehicle**: A mobile office that provides shelter, access to Police Department computer systems, and incident briefing room for extended events.

    a. Description, quantity, capabilities, and purchase cost
        i. 2009 Wells Cargo- model EW2824W. 28-foot-long, two-axle, bumper pulled Mobile Command Trailer, cost $41,000, quantity 1. The interior of the trailer provides three workstations with computers and mobile radios. The trailer has

a small refrigerator, microwave, and climate control unit.

b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

c. Authorized Use

The Mobile Command Center (MCC) shall be used by Officers / Volunteers trained in their deployment and in a manner consistent with Department policy and training. Furthermore, only Officers / Volunteers who are properly licensed and have completed a driver's training program will be allowed to drive the MCC.

d. Lifespan

20 years with IT upgrades every 5 – 7 years.

e. Fiscal Impact

Annual maintenance cost is approximately $2,050.

f. Training

The driver/operator shall receive training in the safe handling of the vehicle on a closed training course.

g. Legal and Procedural Rules

It is the policy of the MPD to use the MCC only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

4. **Breaching Equipment:** Tools that are used to breach doors or glass by use of slugs or explosives.

   a. Description, quantity, capabilities, and purchase cost

      i. Remington 870 breaching shotgun, cost: $500, quantity 2. This weapon allows for breachers to utilize shotgun breaching rounds in order to defeat deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gasses to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round.

ii. CTS 12-gauge breaching munition, #2570, cost $7 each, quantity 10. The round is fired from a breaching shotgun and is used to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.

iii. Royal Arms Flash Bang Cartridge FBC (Red Cap), cost: $7.50, quantity: 81, This cartridge is used with the breaching shotgun for diversionary, disorientation, breaching, and crowd control. The round is designed to breach solid wood doors, sliders, and car windows.

b. Purpose
To gain entry safely and quickly into a structure.

c. Authorized Use
Breaching with 12-gauge rounds may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan
Breaching shotgun – 25 years
Breaching rounds – 5 years

e. Fiscal Impact
Annual maintenance is approximately $500.

f. Training
All Officers who use breaching rounds shall be certified by a POST instructor in the use of breaching rounds and equipment.

g. Legal and Procedural Rules
It is the policy of the MPD to utilize breaching equipment only for official law enforcement purposes, and pursuant to State and Federal law.

5. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost

i. Defense Technology, Flameless Tri-Chamber SAF Smoke Grenade, #1027, cost $43 each, quantity 100. The Tri-chamber flameless smoke grenade will deliver .70 oz of agent during a 20-25 second burn time. It can be used in crowd control as well as tactical deployment situations but was designed with a barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. It provides the option of delivering indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

ii. Defense Technology, Riot Control Continuous Discharge Grenade, CS, #1082, cost $27, quantity 6. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload through four gas ports located on top of the canister. It can be used to conceal tactical movement or to route a crowd. The launchable grenade holds 2.7 oz of active agent.
iii. Defense Technology, Flameless Tri-Chamber CS Grenade, #1026, cost $45 each, quantity 3. The Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. It is designed primarily for indoor tactical situation to detect and/or dislodge a barricaded subject. The grenade will deliver .70 oz of agent during its 20-25 seconds burn time. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfit, and/or incapacitation of potentially violent or dangerous subjects.
iv. Defense Technology, Instantaneous Blast OC #1040, cost $27, quantity 2. The Instantaneous Blast OC grenade is designed for indoor or outdoor use; this grenade's powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined groves on the outside surface. This device is well suited for affecting numerous subjects grouped in an area, using wind to the advantage. It will deliver 1.5 oz of active agent.

b. Purpose

To limit the escalation of conflict and minimize the use of more serious force options. Situations for use of the chemical agents' systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

c. Authorized Use

Only Officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

d. Training

Officers utilizing chemical agent canisters are certified by POST in the use of less lethal and chemical agents instructors.

e. Lifespan

5 years from manufacturing date.

f. Fiscal Impact

No annual maintenance.

g. Legal and Procedural Rules
It is the policy of the MPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **40MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds and chemical munitions.

a. Description, quantity, capabilities, and purchase cost:

i. Defense Technology, 40MM tactical 4 shot launcher, #1440, quantity 2, cost $2500 each. The 40MM multi launcher is a multi-shot pump action launcher that features an adjustable stock, integrated front grip, and an accessory rail. It features a revolving cylinder that will hold four rounds and will fire standard 40MM less lethal ammunition up to 4.8 inches in cartridge length.

ii. Defense Technology Spede-Heat 40MM long-range, CS, #6182, cost $30 each, quantity 3. The Spede-Heat CS longe-range munitions delivers one chemical canister of CS agent from a 40MM launcher down range up to 150 yards. The pyrotechnic round is designed specifically for outdoor use in crowd control situations.

iii. Defense Technology Spede-Heat 40MM long-range round, SAF Smoke #6183, cost $27 each, quantity 6. The Spede-Heat SAF Smoke munitions deliver one chemical canister of SAF-smoke down range up to 150 yards. The round is designed for outdoor use in crowd control situations with a continuous burn that expels it payload in 20-40 seconds from a single source.

iv. Defense Technology Stinger 40MM .60 caliber rubber ball round, #6097, cost $28 each, quantity 20. The Stinger 40MM .60 caliber round is most widely used as a crowd management tool by law enforcement. The round contains approximately eighteen .60 caliber rubber balls. It utilizes smokeless powder as the propellants. The round is generally deployed in low trajectories or skip fired in the general direction (non-target specific) of the intended targets. It is suitable for administering a means of pain compliance over a distance of 15-40 feet with non-compliant crowds.

b. Purpose
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use
Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous, and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

d. Training
Officers utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agents' instructors.

e. Lifespan
40MM Launchers - 15 years.
40MM munitions - 5 years.

f. Fiscal Impact
Annual maintenance is approximately $50 for each launcher.

g. Legal and Procedural Rules
It is the policy of MPD to utilize the 40mm equipment only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

7. **Less Lethal Launcher:** A Less Lethal Launcher is used to deploy the less lethal 12-gauge rounds.

a. Description, quantity, capabilities, and purchase cost

i. Remington 870 Less Lethal Launcher, cost $950 each, quantity: 25. Used to deploy less lethal impact munitions. The stock and pump grip of the launcher are bright orange in color to indicate it's use as less lethal.
ii. 12-gauge Safariland drag stabilized beanbag round, #3027, cost: $5, quantity 234. A less lethal 12-gauge round that launches a ballistic fiber bag filled with 40 grams of lead shot. The effective range of this munition is at least 20 feet up to 75 feet from the target. It does not require a minimum range to "unfold" or "stabilize" and accuracy is relative to the launcher, barrel length, environmental conditions, and the operator.

b. Purpose
To limit the escalation of conflict and attempt to avoid the need for lethal force.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

d. Lifespan

Remington 870 Less Lethal Launcher– 25years

Safariland drag stabilized round–No expiration

e. Fiscal Impact

Annual maintenance is approximately $50 for each shotgun.

f. Training

All officers are trained in the use of 12-gauge less lethal launcher as a less lethal option by in-service training.

g. Legal and Procedural Rules

It is the policy of the MPD to utilize the less lethal launcher only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

SECTION TWO: Qualifying equipment known to be owned and/or utilized by law enforcement units with which the Madera Police Department collaborates and/or participates for law enforcement purposes. The Madera Police Department participates in the Madera County Regional SWAT Team. This equipment is owned and operated by Madera County SWAT Team through the Madera County Sheriff's Office, which could result in its deployment and/or use in the City of Madera.

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.

2. **Robots:** Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.

3. **Armored Vehicles:** Commercially produced, wheeled, armored personnel vehicle utilized for law enforcement purposes.

4. **Mobile Incident Command Vehicle:** A mobile office that provides shelter, access to Sheriff's Office computer systems, incident briefing room, and restroom facilities for extended events.

5. **Breaching Equipment:** Tools that are used to breach doors or glass by use of slugs or explosives.

6. **Distraction Devices:** A distraction device produces a loud noise and bright flash and is used to distract and temporarily disorient dangerous suspects during hostage rescue, room entries, or other high-risk arrest situations.

7. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

8. **CTS Launching Cup:** Cups that attach to 12 gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

9. **PepperBall Launcher:** A device that discharges irritant projectiles.

10. **Long Range Acoustic Device (LRAD):** A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

11. **40MM and 37MM Launchers and Rounds:** 40MM and 37MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds and chemical munitions.

12. **Less Lethal Launcher:** A Less Lethal Launcher is used to deploy 12-gauge rounds.

SECTION THREE: This Policy has been adopted by the City Council as Ordinance No. _____

Item:	B-1
Minutes for:	04/24/2024
Adopted:	05/01/2024

Minutes of a Special Meeting of the Madera City Council

April 24, 2024 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 899 4491 2635#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: Councilmember Elsa Mejia, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin and Community Development Director Will Tackett.

INVOCATION: Councilmember Villegas

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

A. CONSENT CALENDAR:

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

No Public Comment was presented. Public Comment was closed.

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

A-1 Outdoor Equity Grant Program Application Authorizing Resolution

Recommendation: Adopt an Authorizing Resolution Approving the Submittal of the Outdoor Equity Grants Program Application of $279,600 and rescind Resolution No. 23-203 (Report by Joseph Hebert)

RES 24-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE APPLICATION FOR OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS

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

B-1 Community Benefit Agreements for Commercial Cannabis Business (CCB) Permits

Recommendation: Adopt a Resolution Approving the Community Benefit Agreements between the City of Madera and Commercial Cannabis Business (CCB) Permit Recipients in accordance with Section 6-5.11 and 6-5.37(C) of the City Municipal Code (GBH Retail, LLC.; Responsible and Compliant Retail Madera, LLC.; Shryne Madera, LLC.; Madera Has Culture, Inc.; Mainstream Madera, LLC.; Lavish West Coast Madera, LLC.; Nebrina Madera, LLC.; and California Cannoisseur, LLC.) (Report by Will Tackett)

Community Development Director Will Tackett advised that the agreements have an April 3, 2024 date on the first page and that should be left blank until signed.

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM B-1 WITH THE REVISION TO THE DATE ON THE FIRST PAGE OF THE AGREEMENT WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-56 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING COMMUNITY BENEFIT AGREEMENTS BETWEEN THE CITY OF MADERA AND STANDARD RETAIL OR MICROBUSINESS AND SOCIAL EQUITY COMMERCIAL CANNABIS BUSINESS PERMIT LICENSEES

C. ADMINISTRATIVE REPORTS:

C-1 Select Proclamation Recipients for May 2024

Recommendation: Request for Council's Selection of Recipients for Proclamations Recognizing CASA Awareness Month, Relay for Life, and Letter Carriers

Stamp Out Hunger Food Drive Day for May 2024 (Report by Alicia Gonzales)

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM C-1 TO HAVE CHARLOTTE BREWER AS THE RELAY FOR LIFE RECIPIENT WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM C-1 TO REACH OUT TO THE OTHER ORGANIZATIONS, SO THEY CAN SEND REPRESENTATIVES TO RECEIVE THE PROCLAMATIONS WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

ADJOURNMENT: Meeting was adjourned at 6:18 p.m.

UPCOMING MEETING DATES:

- Wednesday, May 1, 2024
- Wednesday, May 15, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

Item:	B-1
Minutes for:	04/03/2024
Adopted:	05/01/2024

Minutes of a Regular Meeting of the Madera City Council
and Special Meeting of the Madera City Council as the Groundwater Sustainability Agency

April 3, 2024 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 871 0554 9385#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Arrived at 6:06 p.m.)
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, Deputy City Clerk Zelda Leon, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Wastewater Treatment Plant Manager Gabriel Bostan, Computer Technician Luis Ibarra and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Councilmember Montes

Deputy City Clerk Zelda Leon announced that the exhibit to the second resolution in Item B-8 JAG Award had been distributed to Council after agenda distribution. Copies had also been placed on the dais for Council and copies were on the podium for the public.

Councilmember Rodriguez arrived.

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT:

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

Kyle Savage a representative for Congressman Duarte gave Council an update on events, projects and legislature that the Congressman and his staff have been participating in.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Supporting the Recognition of Vaisakhi as National Sikh Day
2. Proclamation Recognizing April as Sexual Assault Awareness Month

   This item was rescheduled to the next Council meeting.

Mayor Garcia called for a short recess.

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – March 20, 2024 and March 27, 2024

Recommendation: Approve the City Council Minutes of March 20, 2024 and March 27, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for March 9, 2024 to March 22, 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 (Council) (Report by Arnoldo Rodriguez)

B-4 2018/19 through 2022/23 Five-Year AB 1600 Compliance Report

Recommendation: Approve Resolution Adopting the 2018/19 through 2022/23 Five-Year AB 1600 Compliance Report per the requirements of the Mitigation Fee Act, Government Code Section 66001 and Make Findings Regarding the Continued Need for Certain Development Impact Fees (Report by Keith Helmuth)

RES 24-45 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE 2018/19 THROUGH 2022/23 FIVE-YEAR AB 1600 COMPLIANCE REPORT ON DEVELOPMENT IMPACT FEES AND MAKING FINDINGS REGARDING THE CONTINUED NEED OF CERTAIN DEVELOPMENT IMPACT FEES

B-5 Insurance Claim for Water-Damaged Police Patrol Unit 6012

Recommendation: Adopt a Minute Order accepting $73,745.68 in insurance proceeds for patrol unit 6012, deemed a total loss due to water damage (Report by Wendy Silva)

B-6 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

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

RES 24-46 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

B-7 Second Reading and Adoption of an Ordinance to Rezone Property Located on 119 South I Street (REZ 2023-03)

Recommendation: Waive Full Reading and Adopt an Ordinance Amending the Official City of Madera Zoning Map to rezone ±0.23 Acres of Property Located at 119 South I Street (APN: 010-131-002) from the R3 (Residential, one unit per 1,800 square feet of site area) Zone District to the C1 (Light Commercial) Zone District, including CEQA Class 3 and 32 Categorical Exemptions (Report by Will Tackett)

ORD 1008 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.23 ACRES OF PROPERTY LOCATED AT 119 SOUTH I STREET (APN: 010-131-002) FROM THE R3 (RESIDENTIAL, ONE UNIT FOR EACH 1,800 SQUARE FEET OF SITE AREA) ZONE DISTRICT TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT, INCLUDING CEQA CLASS 3 AND 32 CATEGORICAL EXEMPTIONS

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

Recommendation: Adopt Resolutions:
1. Accepting the grant award in the amount of $25,548; and
2. Amending the Police Grant Fund's 2023/24 Budget in the amount of $31,798 to appropriate previously unspent JAG grants (Report by Giachino Chiaramonte)

RES 24-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE PROGRAM 2023/24 GRANT IN THE AMOUNT OF $25,548

RES 24-48 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET

B-9 Request to Waive City Fees Relating to Madera High School's "Every 15 Minutes"

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Engineering Services for Madera High School's Educational Program in the Amount of $1,009 (Report by Giachino Chiaramonte)

RES 24-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER THE COSTS OF POLICE, PUBLIC WORKS, AND ENGINEERING SERVICES FOR MADERA HIGH SCHOOL'S EDUCATIONAL PROGRAM IN THE AMOUNT OF $1,009.00

B-10 Sunrise Rotary Sports Complex Rental for the Guelaguetza Event Fee Waiver Request

Recommendation: Adopt a Resolution Waiving the Rental Fees of Sunrise Rotary Sports Complex related to the Guelaguetza hosted by the Comité Guelaguetza Madera on October 13, 2024, at an anticipated fee rental of $1,780 (Report by Joseph Hebert)

RES 24-50 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR SUNRISE ROTARY SPORTS COMPLEX RELATED TO THE GUELAGUETZA, HOSTED BY COMITÉ GUELAGUETZA MADERA ON OCTOBER 13, 2024

C. <u>PUBLIC HEARINGS</u>:

C-1 Public Hearing on the Community Development Block Grant (CDBG) 2024/2025 Annual Action Plan Funding Allocations

Recommendation: Conduct the public hearing and, by motion, approve the proposed allocations for the CDBG 2024/25 Annual Action Plan in the estimated amount of $981,730 (Report by Michael Lima)

DJ Becker of the Block Grant Commission showed pictures of a sidewalk repair project and pictures of homeless issues in the City.

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

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM C-1 PUBLIC SERVICES WAS APPROVED AS REVISED BY A 4/3 VOTE. NOES:

COUNCILMEMBERS RODRIGUEZ, EVANS AND MAYOR GARCIA. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 4 – MAYOR PRO TEM GALLEGOS
COUNCILMEMBER MONTES
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS

NO: 3 - COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER EVANS
MAYOR GARCIA

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM C-1 ADMINISTRATION WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM C-1 CAPITAL/PUBLIC IMPROVEMENTS WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

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

D-1 Permanent Local Housing Allocation 2019 and Agreement with the Madera Rescue Mission for Homeless Emergency Shelter Services

Recommendation: Adopt a Resolution:

1. Approving the Permanent Local Housing Allocation (PLHA) Program 2019 allocation in the amount of $422,319.00; and
2. Approving an Agreement with the Madera Rescue Mission for the operational costs of the homeless emergency shelter in the amount of $401,202.05 (Report by Michael Lima)

Jesse Chavez, Executive Director of the Madera Rescue Mission spoke on behalf of this item.

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

ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 24-51 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM 20149 ALLOCATION IN THE AMOUNT OF $422,319 AND THE SERVICE AGREEMENT BETWEEN THE CITY OF MADERA AND THE MADERA RESCUE MISSION IN THE AMOUNT OF $401,202.05

D-2 Acceptance of Playground Area at Riverview Park & Exercise Equipment Along Vernon McCullough River Trail

Recommendation: Approve a Minute Order Approving:

1. Acceptance of the Playground Installation at Riverview Park, located at 1401 Riverview Drive, Madera, CA 93637; and
2. Approve Additional Change Order of $7,730; and

3. Acceptance of the Exercise Equipment along the Vernon McCullough River Trail, specifically in the Westberry Boulevard to Caitlan Drive area; and
4. The Recording of Notice of Completion (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

D-3 Sunrise Rotary Sports Complex Rental for Cinco de PRM: Cars & Comida 3K Run Event Fee Waiver

Recommendation: Adopt a Resolution waiving the rental fees of Sunrise Rotary Sports Complex related to the Cinco de PRM: Cars & Comida 3K Run hosted by the Project Run Madera on May 4, 2024, at an anticipated fee rental of $525 (Report by Joseph Hebert)

A member of the public spoke in favor of this item. She mentioned some of the events, food and entertainment they have lined up for the event and invited Council to participate.

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 24-52 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR SUNRISE ROTARY SPORTS COMPLEX RELATED TO PRM: CARS & COMIDA 3K RUN, HOSTED BY PROJECT RUN MADERA ON MAY 4, 2024

D-4 Procure Server and Storage Area Network (SAN) Hardware under a State of California Government Contract with Dell Marketing L.P.

Recommendation: Adopt a Resolution approving the City of Madera's purchase of Information Technology equipment under a contract between the State of California and Dell Marketing L.P. in the amount of $329,011.41 plus shipping costs (Report by Gary Price)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 24-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT IN THE AMOUNT OF $329,011.41 PLUS SHIPPING UNDER THE DELL MARKETING L.P. NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) CONTRACT AND STATE OF CALIFORNIA PARTICIPATING ADDENDUM

D-5 Amendment No. 4 to Professional Services Agreement with Provost and Pritchard Consulting Group

Recommendation: Adopt a Resolution Approving Amendment No. 4 to Agreement for Professional Planning Services with Provost & Pritchard Consulting Group (Report by Will Tackett)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-5 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 24-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL PLANNING SERVICES WITH PROVOST & PRITCHARD CONSULTING GROUP

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

E-1 City's Annual ACFR FY 2022-23

Recommendation: File and Receive of the Audited Financial Statements for the Fiscal Year ended June 30, 2023 (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

E-2 Madera Subbasin Joint Groundwater Sustainability Plan (GSP) – Council Update and Consideration of Five-Year Evaluation and Update of the GSP

Recommendation: Receive update and provide direction regarding information provided as part of this update to City Council (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM E-2 WITH A 5 YEAR ACREAGE & 3% DOMESTIC WELL MITIGATION WAS APPROVED UNANIMOUSLY BY A 6/1 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: COUNCILMEMBER MEJIA.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

ABSTAIN: 1 - COUNCILMEMBER MEJIA

E-3 Madera Municipal Golf Course Update 2024

Recommendation: City Council to receive an information report on the status of the Madera Municipal Golf Course and provide direction as appropriate (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

Staff was given direction to bring back a list of needed improvements and their cost.

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.

Mayor Pro Tem Gallegos had nothing to report.

Councilmember Rodriguez wants staff to bring a list of City owned properties with leases and their timeframes with expiration dates. Mayor Pro Tem Gallegos, Councilmember Mejia and Mayor gave a thumbs up on this request. Councilmember Rodriguez asked if Council agreed with him and Mayor Garcia stated they did.

Councilmember Montes thanked Director of Parks and Community Services Joseph Hebert.

Councilmember Evans wished everyone goodnight.

Councilmember Mejia mentioned she had attended the Police Department Extravaganza this past weekend and had a good time. She also mentioned that she was at the Riverview playground opening and it was good to see the kids having fun.

Councilmember Villegas had nothing to report.

Mayor Garcia didn't have anything to report.

G. CLOSED SESSION: None

ADJOURNMENT: Meeting was adjourned at 9:37 p.m.

UPCOMING MEETING DATES:

- Wednesday, May 1, 2024
- Wednesday, May 15, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for March 23, 2024 to April 19, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of March 23, 2024 to April 19, 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	38919 – 39191	$5,097,998.00

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$1,308,565.19
SDI	EDD	$5,354.78
CalPERS Payment	CalPERS	$292,215.86

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

May 1, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38919	03/25/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$ 2,800.00
38920	03/25/2024	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	FY 23/24 SPORTS PROGRAM APPAREL	$ 236.09
38921	03/25/2024	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 02/24	$ 104,116.51
38921	03/25/2024	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 02/24	$ 65,584.73
38922	03/25/2024	PW ADMIN	SPECIAL EVENTS	PRESTIGE CUSTOM GLASS	LTC - AMPHITHEATER	$ 3,673.52
38923	03/25/2024	PW ADMIN	FACILITIES MAINT	MEDINA, MATIAZ	PER DIEM - SCADA PACK PROGRAMING CLASS	$ 215.00
38924	03/25/2024	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$ 1,259.43
38925	03/25/2024	PW ADMIN	WATER QUALITY CONTROL	BARKER, JEFFREY	PER DIEM - CROSS CONNECTION SPECIALIST COURSE	$ 425.50
38926	03/25/2024	FINANCE	MEAS K - FIRE	HINDERLITER, DE LLAMAS AND ASSOCIATES	3RD QTR FY 23/24 TRANSACTION TAX	$ 300.00
38926	03/25/2024	FINANCE	MEAS K - PD	HINDERLITER, DE LLAMAS AND ASSOCIATES	3RD QTR FY 23/24 TRANSACTION TAX	$ 300.00
38927	03/25/2024	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	$ 785.50
38928	03/25/2024	WATER QUALITY	WATER QUALITY CONTROL	BACKFLOW SOLUTIONS INC	ANNUAL BSI ONLINE SUBSCRIPTION	$ 495.00
38929	03/25/2024	ENGINEERING	SEWER CAPITAL OUTLAY	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SVS	$ 12,496.49
38930	03/25/2024	CITY ADMIN	CITY CLERK	GONZALES, ALICIA	PER DIEM - 2024 CCAC CONFERENCE	$ 636.42
38931	03/25/2024	STREETS	STREETS	POTTERS INDUSTRIES LLC	HIGHWAY SAFETY MARKING SPHERES	$ 5,132.13
38932	03/25/2024	ENGINEERING	TRANSPORTATION IMPACT FEE	CORNERSTONE STRUCTURAL ENG GROUP, INC.	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	$ 22,753.73
38933	03/25/2024	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 39.00
38933	03/25/2024	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 39.00
38933	03/25/2024	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 351.00
38933	03/25/2024	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 78.00
38933	03/25/2024	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 117.00
38933	03/25/2024	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 78.00
38933	03/25/2024	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 39.00
38933	03/25/2024	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 19.50
38933	03/25/2024	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 19.50
38933	03/25/2024	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 39.00
38933	03/25/2024	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/24	$ 39.00
38934	03/25/2024	WATER CAPITAL OUTLAY	WATER CAPITAL OUTLAY	PERFORMANCE AUTOMATION COMPANY, INC.	CHLORINE GENERATOR INSTALLATION, WELLS 15, 22, 30	$ 3,902.20
38935	03/25/2024	CITY ADMIN	CITY ATTORNEY	ALESHIRE & WYNDER LLP	CONSULTING SERVICES CITY ATTORNEY SVCS	$ 52,405.31
38936	03/25/2024	PARKS ADMIN	CALTRANS GRANT	KERBY C SMITH	PHOTOGRAPHY SVS - PARKS	$ 7,600.45
38937	03/25/2024	FIRE	MEAS K - FIRE	BURTON'S FIRE, INC	MISC PARTS	$ 7,485.37
38938	03/25/2024	PARKS ADMIN	CDBG PUBLIC SVC	SPS MADERA GROUP INC	SENIOR MEALS	$ 5,596.00
38939	03/25/2024	PARKS ADMIN	CDBG PUB IMPR	JUAREZ BROTHERS GENERAL ENGINEERING INC.	MCNALLY PARK - BASKETBALL COURTS RECONSTRUCTION	$ 49,361.55
38940	03/25/2024	PARKS ADMIN	CCLP GRANT	B SAFE PLAYGROUND INSPECTION SERVICES INC.	CCLGP INSPECTION - RIVERVIEW PARK	$ 900.00
38941	03/25/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 1,152.00
38941	03/25/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	BACTERIOLOGY WATER ANALYSES	$ 32.00
38942	03/25/2024	FINANCE	COMM & REC	AT&T	02/24 CALNET 3 SERVICE 9391026396	$ 264.79
38942	03/25/2024	FINANCE	SR CITIZEN COMM	AT&T	02/24 CALNET 3 SERVICE 9391026403	$ 32.09
38942	03/25/2024	FINANCE	SR CITIZEN COMM	AT&T	02/24 CALNET 3 SERVICE 9391026398	$ 29.36
38942	03/25/2024	FINANCE	PD OPS	AT&T	02/24 CALNET 3 SERVICE 9391026401	$ 29.35
38942	03/25/2024	FINANCE	PD OPS	AT&T	02/24 CALNET 3 SERVICE 9391059143	$ 2,041.87
38943	03/25/2024	ENGINEERING	WATER CAPITAL OUTLAY	AM CONSULTING ENGINEERS, INC.	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	$ 16,260.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38944	03/25/2024	WATER QUALITY	WATER QUALITY CONTROL	BSK ASSOCIATES	WATER TOWER SUPPLY LINE BACT'S	$ 35.50
38944	03/25/2024	WATER QUALITY	WATER QUALITY CONTROL	BSK ASSOCIATES	WATER TOWER BACT'S	$ 61.00
38944	03/25/2024	WATER QUALITY	WATER QUALITY CONTROL	BSK ASSOCIATES	WATER TOWER VOC'S	$ 148.00
38945	03/25/2024	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT LIVESCAN APPS	$ 256.00
38946	03/25/2024	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	PLOTTER PAPER	$ 142.65
38947	03/25/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 03/15/2024 PAYROLL	$ 1,028.25
38948	03/25/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 02/16/24-02/29/24	$ 9,915.00
38948	03/25/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 03/01/24-03/15/24	$ 8,115.00
38949	03/25/2024	PW ADMIN	FACILITIES MAINT	JOHNSON, PHIL	PER DIEM - SCADA PACK CONNECT PROGRAMMING COURSE	$ 215.00
38950	03/25/2024	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 03/24	$ 310.00
38951	03/25/2024	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 03/24	$ 6,674.68
38952	03/25/2024	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE - 1007 CS	$ 507.00
38952	03/25/2024	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 1,228.50
38953	03/25/2024	PARKS ADMIN	COMM & REC	MAGNETAR. US, INC.	YC ALARM SYSTEM SERVICE	$ 818.75
38954	03/25/2024	FINANCE	CFD 2005-1 CITY-WIDE SERVICES	WILLDAN FINANCIAL SERVICES	4TH QTR FY 23/24 CFD 2005-1 & 2006-1	$ 1,859.24
38954	03/25/2024	FINANCE	CFD 2006-1 KB HOME	WILLDAN FINANCIAL SERVICES	4TH QTR FY 23/24 CFD 2005-1 & 2006-1	$ 1,024.56
38955	03/25/2024	PD OPS	PD OPS	OCCU-MED, LTD.	EXAM SERVICES	$ 3,652.00
38956	03/25/2024	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - MCNALLY PARK BASKETBALL COURTS	$ 2,016.99
38956	03/25/2024	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - FBSC FENCING	$ 10,808.72
38956	03/25/2024	PARKS ADMIN	PROP 68 GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - OLIVE PARK	$ 273.34
38956	03/25/2024	PARKS ADMIN	SPECIAL LEGISLATIVE GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	$ 14,879.92
38957	03/25/2024	PD OPS	PD OPS	PECK'S PRINTERY	PD - ENVELOPES	$ 350.73
38958	03/25/2024	FINANCE	FINANCE	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE - 12/30/23-03/29/24	$ 506.08
38959	03/25/2024	PD OPS	PD OPS	PROFORCE	PD FIREARM PURCHASE	$ 23,684.03
38960	03/25/2024	STREETS	STREETS	SAN JOAQUIN SAND & GRAVEL	COLD MIX ASPHALT	$ 3,022.24
38961	03/25/2024	PARKS ADMIN	CCLP GRANT	SEAL RITE PAVING	VERNON MCCULLOUGH RIVER TRAIL RESTORATION	$ 38,363.56
38961	03/25/2024	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	$ 31,704.84
38962	03/25/2024	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	$ 21,435.92
38963	03/25/2024	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	$ 2,063.68
38965	03/25/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 03/15/2024 PAYROLL	$ 26.24
38966	03/25/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 03/15/2024 PAYROLL	$ 378.58
38967	03/25/2024	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	$ 150.00
38968	03/25/2024	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	$ 174.55
38968	03/25/2024	ENGINEERING	LTF - STREETS	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	$ 19.39
38969	03/25/2024	FACILITIES	FACILITIES MAINT	UNITED RENTALS, INC	EQUIPMENT RENTAL	$ 1,401.84
38970	03/25/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - 22-110	$ 898.75
38971	03/25/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9919240	$ 2,000.00
38972	03/25/2024	FINANCE	WATER FUND	AR REFUNDS	GB CID 28428 BILL #10472 OVERPAYMENT REFUND	$ 10.57
38973	03/25/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 14	$ 1,700.00
38974	03/25/2024	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	$ 60.00
38975	03/25/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 50.00
38975	03/25/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 55.00
38976	03/25/2024	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS - 9921520-511129	$ 157.63
38977	03/25/2024	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS -9908188-506724	$ 234.15
38978	03/25/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 9914385-505869	$ 289.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38979	03/26/2024	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	$ 20,700.00
38980	03/26/2024	ENGINEERING	ARTERIAL/COLLECTOR	BOND ENCROACH	REIMBURSEMENT - VARBELLA	$ 142,488.57
38980	03/26/2024	ENGINEERING	LTF - STREETS	BOND ENCROACH	REIMBURSEMENT - VARBELLA	$ 8,555.22
38980	03/26/2024	ENGINEERING	MEDIAN ISLAND	BOND ENCROACH	REIMBURSEMENT - VARBELLA	$ 98,738.88
38981	03/26/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000352 3592 WHITE SANDS	$ 97.28
38982	03/26/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000352	$ 93.05
38983	04/02/2024	PD OPS	GENERAL FUND	SPECIAL SERVICES GROUP, LLC	ANNUAL COVERT TRACK SERVICE 06/18/24 - 06/30/25	$ 1,242.74
38984	04/02/2024	FACILITIES	FACILITIES MAINT	PIERCE CRANE INC	CRANE RENTAL - STREET LIGHT	$ 687.50
38985	04/02/2024	FACILITIES	FACILITIES MAINT	DAVID J. BOYLE	REPAIRED STREET LIGHT DAMAGE	$ 2,338.00
38986	04/02/2024	WATER QUALITY	WATER QUALITY CONTROL	DE NORA WATER TECHNOLOGIES TEXAS LLC	LOW FLOW SENSOR KIT	$ 1,211.92
38986	04/02/2024	WATER QUALITY	WATER QUALITY CONTROL	DE NORA WATER TECHNOLOGIES TEXAS LLC	OXIDANT TEMP SENSOR KIT	$ 1,457.68
38987	04/02/2024	PW ADMIN	WWTP	GALLEGOS, PETER	MILEAGE REIMBURSEMENT - CALL TO WWTP	$ 25.34
38988	04/02/2024	WWTP	WWTP	DAVID HEUMANN	MANHOLE RECONSTRUCTION CENTRIFUGE	$ 20,925.51
38989	04/02/2024	FIRE	FIRE	ALLSTAR FIRE EQUIPMENT	MISC FIRE EQUIPMENT	$ 17,774.65
38990	04/02/2024	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - 04/24	$ 4,000.00
38991	04/02/2024	PARKS ADMIN	SR CITIZEN COMM	SAUCEDO-GARCIA, OLGA	PER DIEM - REIMBURSEMENT	$ 160.91
38992	04/02/2024	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	$ 404.00
38993	04/02/2024	WATER CAPITAL OUTLAY	WATER CAPITAL OUTLAY	RYAN PROCESS INC	CHLORIDE GENERATOR START-UP	$ 14,700.00
38994	04/02/2024	FIRE	MEAS K - FIRE	BAUER COMPRESSORS, INC	SELF CONTAINED BREATHING APPARATUS SERVICE	$ 2,058.38
38995	04/02/2024	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 99.10
38995	04/02/2024	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 496.48
38995	04/02/2024	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 125.40
38995	04/02/2024	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 147.44
38995	04/02/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 1,238.20
38995	04/02/2024	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 256.34
38995	04/02/2024	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 367.50
38995	04/02/2024	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 24.91
38995	04/02/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 932.13
38995	04/02/2024	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 752.69
38995	04/02/2024	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 2,403.94
38995	04/02/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 1,710.54
38995	04/02/2024	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 1,000.58
38995	04/02/2024	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 2,224.59
38995	04/02/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 5,705.73
38995	04/02/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 5,191.38
38995	04/02/2024	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 1,577.00
38995	04/02/2024	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 841.38
38995	04/02/2024	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 129.67
38995	04/02/2024	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/01/24-03/15/24	$ 7,982.78
38995	04/02/2024	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 03/01/24-03/15/24	$ 627.60
38995	04/02/2024	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	$ 2,723.95
38996	04/02/2024	PD OPS	MEAS K - PD	FACILITY DESIGNS INC	DESIGN SERVICES	$ 5,850.00
38997	04/02/2024	FIRE	MEAS K - FIRE	TOMAR ELECTRONICS INC	EMERGENCY LIGHTING UTV	$ 4,752.76
38998	04/02/2024	PW ADMIN	STREETS	JOSE VENEGAS	REIMBURSEMENT - DOT FEES	$ 85.00
38999	04/02/2024	ENGINEERING	WATER CAPITAL OUTLAY	UNIFIED FIELD SERVICES CORPORATION	WATER TOWER RENOVATION	$ 544,582.69

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39000	04/02/2024	WWTP	WWTP	INTERNATIONAL ACCREDITATION SERVICE, INC	LAB COMPLIANCE	$ 6,000.00
39001	04/02/2024	PARKS ADMIN	CDBG PUBLIC SVC	SYLVIA GARNICA	CDBG SENIOR SERVICES	$ 5,277.19
39002	04/02/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 1,238.00
39002	04/02/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	$ 396.00
39002	04/02/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	SPECIAL SAMPLING	$ 32.00
39003	04/02/2024	FINANCE	SEWER OPS	AT&T	03/24 CALNET 3 SERVICE 9391031570	$ 192.30
39003	04/02/2024	FINANCE	PD OPS	AT&T	03/24 CALNET 3 SERVICE 9391020514	$ 155.55
39004	04/02/2024	BUILDING	BUILDING	AMERICAN BUSINESS MACHINES	LARGE FORMAT DIGITAL IMAGE SCANNER	$ 15,412.64
39005	04/02/2024	FINANCE	CFD DEBT FUND - 2006 BONDS	BANK OF NEW YORK MELLON	CFD 2006-1 SPECIAL TAX BONDS SERIES 2018	$ 1,600.00
39006	04/02/2024	ENGINEERING	CDBG PUB IMPR	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	$ 1,387.40
39006	04/02/2024	ENGINEERING	SEWER CAPITAL OUTLAY	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	$ 8,522.60
39007	04/02/2024	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 10-12 2023	$ 1,876.98
39007	04/02/2024	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	02/24 BLOOD ALCOHOL ANALYSIS	$ 1,295.00
39008	04/02/2024	PD OPS	PD OPS	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS - 02/24	$ 175.00
39009	04/02/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT SERVICES	$ 275.00
39010	04/02/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	$ 36.00
39010	04/02/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - JWYC	$ 884.50
39010	04/02/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	MONTHLY ALARM REPORT - PANAM	$ 135.00
39010	04/02/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	$ 471.00
39010	04/02/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	MONTHLY ALARM REPORT - FBSC	$ 135.00
39011	04/02/2024	SEWER OPS	SEWER OPS	HAAKER EQUIPMENT CO.	REPLACEMENT HOSE FOR VACTOR	$ 2,598.00
39012	04/02/2024	FIRE	MEAS K - FIRE	L.N. CURTIS & SONS	MISC EQUIPMENT	$ 3,505.68
39013	04/02/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9922503	$ 200.00
39013	04/02/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9925658	$ 200.00
39013	04/02/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9896964	$ 200.00
39013	04/02/2024	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9903328	$ 200.00
39014	04/02/2024	FINANCE	AIRPORT OPER FUND	CITY OF MADERA	HANGER REFUND - #35	$ 150.00
39015	04/02/2024	WATER QUALITY	WATER QUALITY CONTROL	WATER CONNECTION INC.	BACKFLOW REPLACEMENT - LTC	$ 7,128.44
39016	04/02/2024	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 481.00
39017	04/02/2024	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 1,504.66
39017	04/02/2024	PW ADMIN	STREET CLEANING	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 20,588.81
39017	04/02/2024	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 869.82
39018	04/02/2024	PW ADMIN	WWTP	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT - CALL TO WWTP	$ 25.15
39019	04/02/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 1619119913-8	$ 169.72
39019	04/02/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 6690755760-8	$ 125.22
39019	04/02/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 9172110863-6	$ 19,977.75
39019	04/02/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9172110863-6	$ 18,656.78
39020	04/02/2024	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.23
39020	04/02/2024	PW ADMIN	FACILITIES MAINT	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.25
39020	04/02/2024	PW ADMIN	FLEET MAINT	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.24
39020	04/02/2024	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.24
39020	04/02/2024	PW ADMIN	SEWER OPS	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.24
39020	04/02/2024	PW ADMIN	WATER OPS	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.24
39020	04/02/2024	PW ADMIN	WATER QUALITY CONTROL	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.27
39020	04/02/2024	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.24

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39020	04/02/2024	PW ADMIN	PURCHASING	PITNEY BOWES, INC.	POSTAGE FEES	$ 62.24
39021	04/02/2024	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	$ 139,432.75
39021	04/02/2024	ENGINEERING	MEAS T - ENVIRO	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	$ 18,796.27
39022	04/02/2024	BUILDING	ECONOMIC DEVELOP FUND U/A	STATE BOARD OF EQUALIZATION	BOARD OF EQUALIZATION FEE	$ 2,000.00
39023	04/02/2024	PW ADMIN	WWTP	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D2 - BOSTAN G	$ 110.00
39024	04/02/2024	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 104.04
39024	04/02/2024	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 38.01
39024	04/02/2024	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 52.02
39024	04/02/2024	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 152.04
39024	04/02/2024	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 2.18
39024	04/02/2024	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 38.01
39024	04/02/2024	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 1.67
39024	04/02/2024	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 52.02
39024	04/02/2024	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 13.96
39024	04/02/2024	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 1.67
39024	04/02/2024	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 1.67
39024	04/02/2024	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 144.05
39024	04/02/2024	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 38.01
39024	04/02/2024	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 78.71
39024	04/02/2024	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/24-03/10/24	$ 494.13
39025	04/02/2024	PW ADMIN	SEWER OPS	OTP - FINANCE	REIMBURSEMENT - DOT FEES	$ 100.00
39026	04/02/2024	PW ADMIN	STREETS	OTP - FINANCE	REIMBURSEMENT - DOT FEES	$ 383.00
39027	04/02/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 8572055	$ 1,114.00
39028	04/02/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9921841	$ 855.00
39029	04/02/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9907378	$ 504.00
39030	04/02/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 3725004	$ 2,000.00
39031	04/02/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9923501	$ 1,966.00
39032	04/02/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	$ 100.00
39033	04/02/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY YOUTH HUT	$ 50.00
39034	04/02/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 200.00
39035	04/02/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	$ 250.00
39036	04/02/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 500.00
39037	04/02/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 50.00
39037	04/02/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 765.00
39037	04/02/2024	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 200.00
39038	04/02/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY YOUTH HUT	$ 50.00
39039	04/11/2024	PD OPS	PD OPS	VASQUEZ, RYAN	PER DIEM - PISTOL RED DOT INSTRUCTOR	$ 203.50
39040	04/11/2024	CITY COUNCIL	CITY COUNCIL	RODRIGUEZ, JOSE	PER DIEM - LOCC CITY LEADERS SUMMIT	$ 368.14
39041	04/11/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - SENIOR CIVIL ENGINEER	$ 2,800.00
39042	04/11/2024	FLEET MAINT	STREETS	THE PAPE GROUP INC	VEHICLE #7011 DAMAGE REPAIRS	$ 3,082.01
39043	04/11/2024	FLEET MAINT	TRANS - FIXED	GLENCASS SIGNS, INC.	NEW BUS GRAPHICS	$ 4,225.65
39044	04/11/2024	CITY COUNCIL	CITY COUNCIL	GARCIA, SANTOS	PER DIEM - LOCC CITY LEADERS SUMMIT	$ 172.50
39045	04/11/2024	PD OPS	PD OPS	RAMIREZ, PRISCILLA	PER DIEM - MULTIDISCIPLINARY TEAM RESPONSE TO CST	$ 375.25
39046	04/11/2024	PARKS ADMIN	PARKING DIST OPS	ELITE MAINT AND TREE SERVICE	GROUP 1 - CITYWIDE LANDSCAPING	$ 509.60
39046	04/11/2024	PARKS ADMIN	PARKS	ELITE MAINT AND TREE SERVICE	GROUP 2 - NON-MEDIAN MAINTENANCE	$ 5,678.40

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39046	04/11/2024	MEDIAN LANDSCAPING	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	GROUP 3 - MEDIAN MAINTENANCE	$ 12,560.80
39047	04/11/2024	PURCHASING	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 114.14
39047	04/11/2024	PURCHASING	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 338.33
39047	04/11/2024	PURCHASING	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 340.75
39047	04/11/2024	PURCHASING	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 415.26
39047	04/11/2024	PURCHASING	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 471.37
39047	04/11/2024	PURCHASING	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 321.06
39047	04/11/2024	PURCHASING	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 469.86
39047	04/11/2024	PURCHASING	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 200.50
39047	04/11/2024	PURCHASING	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 152.75
39047	04/11/2024	PURCHASING	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 907.57
39047	04/11/2024	PURCHASING	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 626.51
39047	04/11/2024	PURCHASING	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 2,470.87
39047	04/11/2024	PURCHASING	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 1,686.13
39047	04/11/2024	PURCHASING	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 1,356.95
39047	04/11/2024	PURCHASING	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 1,699.93
39047	04/11/2024	PURCHASING	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 5,522.81
39047	04/11/2024	PURCHASING	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 5,024.95
39047	04/11/2024	PURCHASING	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 2,271.70
39047	04/11/2024	PURCHASING	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 774.41
39047	04/11/2024	PURCHASING	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 03/15/24 - 03/31/24	$ 9,421.44
39048	04/11/2024	CITY COUNCIL	CITY COUNCIL	EVANS, ANITA	PER DIEM - LOCC CITY LEADERS SUMMIT	$ 368.14
39049	04/11/2024	CITY COUNCIL	CITY COUNCIL	VILLEGAS, ARTEMIO	PER DIEM - LOCC CITY LEADERS SUMMIT	$ 172.50
39050	04/11/2024	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	CDS MONTHLY MAINENANCE JANUARY - MARCH 2024	$ 1,875.00
39051	04/11/2024	CITY COUNCIL	CITY COUNCIL	MEJIA, ELSA	PER DIEM - LOCC CITY LEADERS SUMMIT	$ 368.14
39052	04/11/2024	FLEET MAINT	TRANS - FIXED	GERARDO YANEZ	DOT PHYSICAL - COMMERCIAL LICENSE	$ 136.00
39053	04/11/2024	PARKS ADMIN	CDBG PUB IMPR	SUPERIOR INTERNATIONAL INDUSTRIES, INC.	CDBG MCNALLY PARK IIMPROVEMENTS	$ 59,922.99
39054	04/11/2024	PD OPS	PD OPS	CHARLES BRAVO	PER DIEM - BASIC SWAT SCHOOL	$ 793.50
39055	04/11/2024	CITY ADMIN	CITY ATTORNEY	ALESHIRE & WYNDER LLP	CONSULTING SERVICES CITY ATTORNEY SVCS	$ 24,675.28
39056	04/11/2024	PARKS ADMIN	CALTRANS GRANT	AMY MORGAN	CALTRANS - BLOCK WALL ARTIST PAYOUT	$ 8,000.00
39057	04/11/2024	PARKS ADMIN	CALTRANS GRANT	PATRICIA PRATT	CALTRANS - BLOCK WALL ARTIST PAYOUT	$ 8,000.00
39058	04/11/2024	PARKS ADMIN	CALTRANS GRANT	DANIEL VAN GERPEN	CALTRANS - BLOCK WALL ARTIST PAYOUT	$ 8,000.00
39059	04/11/2024	PARKS ADMIN	CALTRANS GRANT	ANNE M WHITEHURST	CALTRANS - BLOCK WALL ARTIST PAYOUT	$ 8,000.00
39060	04/11/2024	PARKS ADMIN	CALTRANS GRANT	ANDREA TORRES	CALTRANS - BLOCK WALL ARTIST PAYOUT	$ 8,000.00
39061	04/11/2024	PD OPS	PD OPS	BRIAN ROSAS	PER DIEM - BASIC SWAT SCHOOL	$ 793.50
39062	04/11/2024	PARKS ADMIN	CDBG PUB IMPR	JEFFREY DOUGLAS PATTERSON	FBSC EXTERNAL BUILDING PAINTING	$ 12,500.00
39063	04/11/2024	PARKS ADMIN	CCLP GRANT	ABDUL MALIK JAMI	RIVERVIEW PARK FENCING INSTALLATION PROJECT	$ 24,900.00
39064	04/11/2024	FINANCE	FINANCE	HP INC.	CHECK PRINTER - AP	$ 526.83
39065	04/11/2024	PD OPS	PD OPS	LOPEZ, JOE	PER DIEM - ADVANCED TRAINING OFFICER (PSD)	$ 203.50
39066	04/11/2024	WATER OPS	WATER OPS	GARCIA, OSCAR	PER DIEM - CRWA EXPO	$ 228.00
39067	04/11/2024	FINANCE	CENTRAL ADMIN	AT&T	03/24 CALNET 3 SERVICES 9391026406	$ 27.80
39067	04/11/2024	FINANCE	FINANCE	AT&T	03/24 CALNET 3 SERVICES 9391026406	$ 27.80
39067	04/11/2024	FINANCE	HR/RISK MGT	AT&T	03/24 CALNET 3 SERVICES 9391026400	$ 29.35
39067	04/11/2024	FINANCE	MEAS K - FIRE	AT&T	11/23 CALNET 3 SERVICES 9391068734	$ 54.67
39067	04/11/2024	FINANCE	MEAS K - FIRE	AT&T	12/23 CALNET 3 SERVICES 9391068734	$ 63.58

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39067	04/11/2024	FINANCE	MEAS K - FIRE	AT&T	01/24 CALNET 3 SERVICES 939106834	$ 57.65
39067	04/11/2024	FINANCE	MEAS K - FIRE	AT&T	02/24 CALNET 3 SERVICES 9391068734	$ 57.71
39067	04/11/2024	FINANCE	PARKS	AT&T	03/24 CALNET 3 SERVICES 9391026412	$ 161.35
39067	04/11/2024	FINANCE	PARKS ADMIN	AT&T	03/24 CALNET 3 SERVICES 9391031580	$ 281.94
39067	04/11/2024	FINANCE	SEWER OPS	AT&T	03/24 CALNET 3 SERVICES 9391026410	$ 57.15
39067	04/11/2024	FINANCE	SR CITIZEN COMM	AT&T	03/24 CALNET 3 SERVICES 9391026415	$ 66.20
39067	04/11/2024	FINANCE	WWTP	AT&T	03/24 CALNET 3 SERVICES 9391026405	$ 29.35
39067	04/11/2024	FINANCE	WWTP	AT&T	03/24 CALNET 3 SERVICES 9391026417	$ 37.99
39067	04/11/2024	FINANCE	PD OPS	AT&T	03/24 CALNET 3 SERVICES 9391026414	$ 367.55
39067	04/11/2024	FINANCE	PD OPS	AT&T	03/24 CALNET 3 SERVICES 9391026409	$ 29.76
39068	04/11/2024	ENGINEERING	WATER CAPITAL OUTLAY	AM CONSULTING ENGINEERS, INC.	01/24 ON-CALL W-03 & W-04 WATER MAIN UPGRADES	$ 20,130.00
39069	04/11/2024	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	04/24 PLOTTER LEASE - ENGINEERING	$ 139.00
39070	04/11/2024	PD OPS	PD OPS	ANAYA, CHRIS	TUITION REIMBURSEMENT	$ 918.00
39070	04/11/2024	PD OPS	PD OPS	ANAYA, CHRIS	PER DIEM - PISTOL RED DOT INSTRUCTOR	$ 203.50
39071	04/11/2024	PD OPS	PD OPS	ARNOLD, JOSIAH	PER DIEM - FBI CONFERENCE	$ 222.00
39072	04/11/2024	RECREATION	SPORTS PROGRAMS	BSN SPORTS	T-BALL EQUIPMENT	$ 415.62
39073	04/11/2024	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB DSA 796 QTR 3 FY 23/24	$ 74.80
39074	04/11/2024	FINANCE	BUILDING	DEPARTMENT OF CONSERVATION	3RD QTR 23/24 SMIP FEE REPORTING	$ (203.92)
39074	04/11/2024	FINANCE	GENERAL FUND	DEPARTMENT OF CONSERVATION	3RD QTR 23/24 SMIP FEE REPORTING	$ 4,078.33
39075	04/11/2024	HR/RISK MGT	AIRPORT OPS	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 8,053.29
39075	04/11/2024	HR/RISK MGT	ANIMAL CONTROL	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 8.43
39075	04/11/2024	HR/RISK MGT	AQUATICS PROGRM	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 299.71
39075	04/11/2024	HR/RISK MGT	BUILDING	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 133.25
39075	04/11/2024	HR/RISK MGT	CENTRAL ADMIN	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 12,227.65
39075	04/11/2024	HR/RISK MGT	CODE ENF	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 306.76
39075	04/11/2024	HR/RISK MGT	COMM & REC	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 8,324.57
39075	04/11/2024	HR/RISK MGT	DRAINAGE	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 26,683.41
39075	04/11/2024	HR/RISK MGT	ENGINEERING	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 9,873.72
39075	04/11/2024	HR/RISK MGT	FACILITIES MAINT	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 1,192.57
39075	04/11/2024	HR/RISK MGT	FIRE	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 11,239.42
39075	04/11/2024	HR/RISK MGT	FLEET MAINT	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 929.09
39075	04/11/2024	HR/RISK MGT	FLEET MOTOR POOL	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 434.22
39075	04/11/2024	HR/RISK MGT	GRAFFITI ABATE	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 196.04
39075	04/11/2024	HR/RISK MGT	INTERMODAL BLDG	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 1,944.87
39075	04/11/2024	HR/RISK MGT	LMD SERVICES	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 80.91
39075	04/11/2024	HR/RISK MGT	PARKS	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 24,391.26
39075	04/11/2024	HR/RISK MGT	PAYROLL TRUST	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 386,358.00
39075	04/11/2024	HR/RISK MGT	STREETS	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 16,097.14
39075	04/11/2024	HR/RISK MGT	SEWER OPS	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 17,112.42
39075	04/11/2024	HR/RISK MGT	SOLID WASTE	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 1,042.21
39075	04/11/2024	HR/RISK MGT	TRANS - FIXED	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 5,131.01
39075	04/11/2024	HR/RISK MGT	WATER OPS	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 5,625.50
39075	04/11/2024	HR/RISK MGT	WATER QUALITY CONTROL	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 167.98
39075	04/11/2024	HR/RISK MGT	WWTP	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 36,875.22
39075	04/11/2024	HR/RISK MGT	PD OPS	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 78,701.01

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39075	04/11/2024	HR/RISK MGT	SUCCESSOR AGENCY ADMIN	CSJVRMA	4TH QTR DEPOSIT FY 23/24	$ 283.34
39076	04/11/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 03/29/2024 PAYROLL	$ 1,028.25
39077	04/11/2024	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	EXEC. RECRUITMENT PHASE 1-PLANNING MANAGER	$ 10,000.00
39077	04/11/2024	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	EXEC. RECRUITMENT PHASE 2-PLANNING MANAGER	$ 8,000.00
39078	04/11/2024	FIRE	FIRE	CUMMINS PACIFIC LLC	E-56 REPAIR	$ 5,636.64
39079	04/11/2024	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	03/24 BILLING	$ 2,617.41
39079	04/11/2024	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	04/24 NEWSLETTERS	$ 339.09
39079	04/11/2024	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	04/24 INSERTS - PAYMENT DUE DATES CHANGES	$ 454.95
39079	04/11/2024	UB - WATER	UB - SEWER	DATAPROSE, LLC	03/24 BILLING	$ 2,617.42
39079	04/11/2024	UB - WATER	UB - SEWER	DATAPROSE, LLC	04/24 NEWSLETTERS	$ 339.09
39079	04/11/2024	UB - WATER	UB - SEWER	DATAPROSE, LLC	04/24 INSERTS - PAYMENT DUE DATES CHANGES	$ 454.95
39079	04/11/2024	UB - WATER	UB - WATER	DATAPROSE, LLC	03/24 BILLING	$ 5,234.85
39079	04/11/2024	UB - WATER	UB - WATER	DATAPROSE, LLC	04/24 NEWSLETTERS	$ 678.19
39079	04/11/2024	UB - WATER	UB - WATER	DATAPROSE, LLC	04/24 INSERTS - PAYMENT DUE DATES CHANGES	$ 909.91
39079	04/11/2024	SOLID WASTE DISPOSAL	SOLID WASTE	DATAPROSE, LLC	NOTIFICATION OF POLICIES-OVERLOAD & CONTAMINATION	$ 1,202.79
39079	04/11/2024	SOLID WASTE DISPOSAL	SOLID WASTE	DATAPROSE, LLC	ZONE 3 ANNUAL CURBSIDE CLEANUP	$ 2,817.34
39080	04/11/2024	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	05/24 ALARM MONITORING 2558 CONDOR DR	$ 35.00
39080	04/11/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	05/24 TRANSIT CENTER FIRE ALARM MONITORING	$ 80.00
39081	04/11/2024	PARKS ADMIN	PARKS ADMIN	CROWN SERVICES CO.	LTC PORTA POTTIES	$ 305.00
39082	04/11/2024	PW ADMIN	WWTP	E & M ELECTRIC & MACHINERY, INC.	WWTP SOFTWARE	$ 21,385.00
39083	04/11/2024	PD OPS	PD OPS	GONZALEZ, FELIX	PER DIEM - FBI CONFERENCE	$ 222.00
39084	04/11/2024	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	03/24 POWER SWEEPING	$ 402.50
39084	04/11/2024	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	03/24 POWER SWEEPING	$ 402.50
39085	04/11/2024	TRANS - FIXED ROUTE	TRANS - FIXED	J'S COMMUNICATIONS	NEW TRANSIT BUS RADIO PROGRAMING	$ 75.00
39086	04/11/2024	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES - MPOA	$ 5,981.40
39086	04/11/2024	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES - CALPERS IDR	$ 170.00
39087	04/11/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/24 UTILITY SERVICES 3040441-500276	$ 78.84
39087	04/11/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/24 UTILITY SERVICES 3040431-500276	$ 93.63
39087	04/11/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/24 UTILITY SERVICES 3040421-500276	$ 49.77
39087	04/11/2024	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE 9915360	$ 200.00
39088	04/11/2024	PARKS ADMIN	CALTRANS GRANT	MADERA COUNTY ARTS COUNCIL	CALTRANS - BLOCK WALL PROJECT	$ 6,000.00
39089	04/11/2024	FINANCE	MADERA DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 23/24 QTR #3 ASSESSMENTS	$ 3,821.22
39090	04/11/2024	WATER OPS	WATER OPS	MADERA PUMPS, INC.	WELL #38 MOTOR REPAIRS	$ 21,831.11
39090	04/11/2024	WATER OPS	WATER OPS	MADERA PUMPS, INC.	WELL #20 REPAIR & REINSTALL	$ 12,021.28
39091	04/11/2024	PLANNING	PLANNING	MADERA TRIBUNE	ZAP 10 DAY NOTICE AD	$ 273.00
39093	04/11/2024	GRANTS	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - CDBG & GRANTS	$ 11.93
39093	04/11/2024	GRANTS	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - CDBG, TRANSIT & GRANTS	$ 31.76
39093	04/11/2024	GRANTS	GRANT OVERSIGHT	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - CDBG & GRANTS	$ 25.90
39093	04/11/2024	GRANTS	GRANT OVERSIGHT	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - CDBG, TRANSIT & GRANTS	$ 53.49
39093	04/11/2024	GRANTS	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	$ 60.61
39093	04/11/2024	GRANTS	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - CDBG, TRANSIT & GRANTS	$ 12.99
39094	04/11/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3819620697-3	$ 148.61
39094	04/11/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 8126770647-1	$ 155.48
39094	04/11/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 2,423.20
39094	04/11/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 991.58

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39094	04/11/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 4318089701-9	$ 25.14
39094	04/11/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 5237156686-1	$ 42.14
39094	04/11/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3352588453-3	$ 163.46
39094	04/11/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 7928098441-4	$ 58.47
39094	04/11/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3499945233-6	$ 124.82
39094	04/11/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 1013877191-9	$ 71.54
39094	04/11/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 7,336.25
39094	04/11/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/24 SERVICE 2173157566-4	$ 2,073.47
39094	04/11/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 548.16
39094	04/11/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 82.11
39094	04/11/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 8788837242-9	$ 9.53
39094	04/11/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 181.07
39094	04/11/2024	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 34.64
39094	04/11/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 576.03
39094	04/11/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 295.56
39094	04/11/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 7.84
39094	04/11/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9109225160-1	$ 601.56
39094	04/11/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 28,138.29
39094	04/11/2024	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 19.25
39094	04/11/2024	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 9.53
39094	04/11/2024	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 19.07
39094	04/11/2024	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9920095153-3	$ 4,268.92
39095	04/11/2024	PARKS ADMIN	CDBG PUB IMPR	PETTY CASH - PARKS DEPT.	PETTY CASH REQUEST-CDBG MCNALLY PARK IMPROVE PROJ	$ 3,500.00
39096	04/11/2024	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEATERING POLYMER	$ 19,220.87
39097	04/11/2024	PARKS ADMIN	CCLP GRANT	SEAL RITE PAVING	CCLGP VERNON MCCULLOUGH RIVER TRAIL RESTORATION	$ 63,867.55
39098	04/11/2024	ENGINEERING	WWTP	SPARKLETTS	ENGINEERING WATER	$ 129.86
39099	04/11/2024	FLEET MAINT	FLEET MAINT	SILVA'S AUTO BODY	VEHICLE #6022 DAMAGE REPAIRS	$ 4,934.28
39100	04/11/2024	WWTP	SEWER CAPITAL OUTLAY	STANTEC CONSULTING SERVICES INC.	WDR RENEWAL CONSULTING PROJECT	$ 2,656.00
39100	04/11/2024	WWTP	SEWER CAPITAL OUTLAY	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENG CONSULTING SVS - WWTP IMPROVEMENT	$ 11,567.80
39101	04/11/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 3/29/24 PAYROLL	$ 378.58
39102	04/11/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 3/29/24 PAYROLL	$ 114.63
39103	04/11/2024	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	MARCH 2024 LAWN SERVICES	$ 500.00
39104	04/11/2024	PD OPS	PD OPS	WYATT, JOLENE	PER DIEM - ADVANCED TRAINING OFFICER (PSD)	$ 203.50
39105	04/11/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	7-11 PLAN REVIEW	$ 1,732.50
39105	04/11/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	KING HUSSEIN SCHOOL DEVELOPMENT PLAN CHECK	$ 2,826.25
39106	04/11/2024	WATER OPS	WATER OPS	OTP - FINANCE	PER DIEM - WATER DISTRIBUTION REVIEW	$ 137.00
39107	04/11/2024	FINANCE	FINANCE	OTP - FINANCE	REIMB-AIRLINE & HOTEL PAID WITH PERSONAL VISA CARD	$ 1,955.44
39108	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 758001	$ 72.82
39109	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9908967	$ 624.71
39110	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9921636	$ 115.24
39111	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9921590	$ 202.98
39112	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9922807	$ 213.23
39113	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9918872	$ 89.42
39114	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 10000176	$ 171.71
39115	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9921362	$ 146.39

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39116	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9907109	$ 205.54
39117	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9918559	$ 200.25
39118	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9925176	$ 243.23
39119	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9898945	$ 183.27
39120	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9911373	$ 152.36
39121	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9900747	$ 114.79
39122	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9919929	$ 119.65
39123	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9899919	$ 246.71
39124	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9893010	$ 104.74
39125	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9920094	$ 135.63
39126	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9914031	$ 209.52
39127	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9405201	$ 186.82
39128	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9893252	$ 109.65
39129	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUDN 9898456	$ 119.26
39130	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9919388	$ 138.37
39131	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 6612262	$ 115.90
39132	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9902335	$ 73.60
39133	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9918414	$ 304.86
39134	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9923977	$ 144.99
39135	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9892563	$ 134.33
39136	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 10000468	$ 67.44
39137	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9915148	$ 208.96
39138	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9912663	$ 595.60
39139	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9918589	$ 214.96
39140	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9904237	$ 115.86
39141	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9926246	$ 30.51
39142	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9904413	$ 227.25
39143	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 5806001	$ 144.27
39144	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9905079	$ 209.73
39145	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 10000188	$ 178.01
39146	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 8435002	$ 74.75
39147	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9903440	$ 110.30
39148	04/11/2024	UB - WATER	WATER FUND	AR REFUNDS	UB TERM REFUND 9925498	$ 174.14
39149	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 1637 SENECA DR	$ 70.14
39149	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 1614 SENECA DR	$ 70.14
39149	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 1621 CONCORD AVE	$ 48.32
39149	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 1627 CONCORD AVE	$ 62.35
39149	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 1633 CONCORD AVE	$ 65.46
39149	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 1634 CONCORD AVE	$ 95.08
39150	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 1620 HOWARD RD	$ 93.65
39151	04/11/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS 9920430-510537	$ 158.13
39152	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 2073 W CLEVELAND AVE	$ 865.82
39153	04/11/2024	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 596 ST MONTELENA DR	$ 12.59
39154	04/12/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 04/24	$ 884.69
39154	04/12/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #34 04/24	$ 884.69

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39154	04/12/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 04/24	$ 884.69
39155	04/12/2024	BUILDING	BUILDING	JOSE MORALES	REIMBURSEMENT - CALBO EDUCATION WEEK HOTEL	$ 390.16
39156	04/16/2024	PARKS ADMIN	PROP 68 GRANT	DAVID J. BOYLE	IFB 202324-05 TOWN & COUNTRY PARK RESTROOM RENOVAT	$ 8,625.00
39157	04/16/2024	ENGINEERING	CDBG PUB IMPR	DAVID J. BOYLE	ENG - FRONT COUNTER REMODEL PROJECT	$ 2,232.50
39157	04/16/2024	ENGINEERING	ENGINEERING	DAVID J. BOYLE	ENG - FRONT COUNTER REMODEL PROJECT	$ 4,960.90
39158	04/16/2024	FINANCE	PD OPS	CALIFORNIA BANK & TRUST	COMMERCIAL LOAN PMT ACCT: 0014006086530001	$ 62,432.70
39159	04/16/2024	PD OPS	MEAS K - PD	RAUL R. HERRERA JR.	POLYGRAPHS	$ 2,250.00
39160	04/16/2024	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	$ 2,400.00
39161	04/16/2024	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	$ 79.30
39162	04/16/2024	PD OPS	MEAS K - PD	CV FORENSIC NURSING SPECIALISTS	EXAM - 24M-01929	$ 1,500.00
39163	04/16/2024	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	$ 3,118.00
39164	04/16/2024	FINANCE	GENERAL TRUST	CA ENVIRONMENTAL PROTECTION AGENCY	MPD ASSET FORFEITURE - 24M-00206	$ 78.83
39165	04/16/2024	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	$ 900.00
39166	04/16/2024	FLEET ACQUISITION	FLEET ACQUISITION	SCHWARZE INDUSTRIES, LLC	STREET SWEEPER	$ 380,830.75
39167	04/16/2024	PD OPS	SUPP LAW ENF	BRENDA D LINMAN DVM	VET SERVICES - BUBBLES	$ 121.50
39168	04/16/2024	PARKS ADMIN	CDBG PUB IMPR	JUAREZ BROTHERS GENERAL ENGINEERING INC.	MCNALLY PARK - BASKETBALL COURTS	$ 65,269.48
39169	04/16/2024	FINANCE	BUILDING	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 18.67
39169	04/16/2024	FINANCE	BUILDING	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 29.10
39169	04/16/2024	FINANCE	BUILDING	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 58.52
39169	04/16/2024	FINANCE	BUILDING	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 18.67
39169	04/16/2024	FINANCE	BUILDING	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 29.10
39169	04/16/2024	FINANCE	BUILDING	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 58.38
39169	04/16/2024	FINANCE	CITY ATTORNEY	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	CITY ATTORNEY	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 8.30
39169	04/16/2024	FINANCE	CITY ATTORNEY	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 16.69
39169	04/16/2024	FINANCE	CITY ATTORNEY	AT&T	03/24 CALNET 3 SERVICE 9391026388	$ 58.54
39169	04/16/2024	FINANCE	CITY ATTORNEY	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	CITY ATTORNEY	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 8.30
39169	04/16/2024	FINANCE	CITY ATTORNEY	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 16.65
39169	04/16/2024	FINANCE	CITY CLERK	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 4.67
39169	04/16/2024	FINANCE	CITY CLERK	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 8.30
39169	04/16/2024	FINANCE	CITY CLERK	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 16.69
39169	04/16/2024	FINANCE	CITY CLERK	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 4.67
39169	04/16/2024	FINANCE	CITY CLERK	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 8.30
39169	04/16/2024	FINANCE	CITY CLERK	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 16.65
39169	04/16/2024	FINANCE	CODE ENF	AT&T	03/24 CALNET 3 SERVICE 9391026413	$ 58.24
39169	04/16/2024	FINANCE	COMM & REC	AT&T	03/24 CALNET 3 SERVICE 9391026391	$ 301.96
39169	04/16/2024	FINANCE	COMM & REC	AT&T	03/24 CALNET 3 SERVICE 9391026392	$ 58.72
39169	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 4.67
39169	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 16.63
39169	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 33.43
39169	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 4.67
39169	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 16.63
39169	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 33.35
39169	04/16/2024	FINANCE	ENGINEERING	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 35.78

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39169	04/16/2024	FINANCE	ENGINEERING	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 58.20
39169	04/16/2024	FINANCE	ENGINEERING	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 117.04
39169	04/16/2024	FINANCE	ENGINEERING	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 35.78
39169	04/16/2024	FINANCE	ENGINEERING	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 58.20
39169	04/16/2024	FINANCE	ENGINEERING	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 116.75
39169	04/16/2024	FINANCE	FACILITIES MAINT	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 26.83
39169	04/16/2024	FINANCE	FACILITIES MAINT	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 13.72
39169	04/16/2024	FINANCE	FINANCE	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 23.33
39169	04/16/2024	FINANCE	FINANCE	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 45.73
39169	04/16/2024	FINANCE	FINANCE	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 91.96
39169	04/16/2024	FINANCE	FINANCE	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 23.33
39169	04/16/2024	FINANCE	FINANCE	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 45.73
39169	04/16/2024	FINANCE	FINANCE	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 91.73
39169	04/16/2024	FINANCE	FLEET MAINT	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 17.91
39169	04/16/2024	FINANCE	FLEET MAINT	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 9.15
39169	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 10.89
39169	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 16.63
39169	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 33.43
39169	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 10.89
39169	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 16.63
39169	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 33.35
39169	04/16/2024	FINANCE	HR/RISK MGT	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	HR/RISK MGT	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 12.45
39169	04/16/2024	FINANCE	HR/RISK MGT	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 25.03
39169	04/16/2024	FINANCE	HR/RISK MGT	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	HR/RISK MGT	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 12.45
39169	04/16/2024	FINANCE	HR/RISK MGT	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 24.97
39169	04/16/2024	FINANCE	PLANNING	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 10.89
39169	04/16/2024	FINANCE	PLANNING	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 20.78
39169	04/16/2024	FINANCE	PLANNING	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 41.78
39169	04/16/2024	FINANCE	PLANNING	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 10.89
39169	04/16/2024	FINANCE	PLANNING	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 20.78
39169	04/16/2024	FINANCE	PLANNING	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 41.67
39169	04/16/2024	FINANCE	STREETS	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 44.74
39169	04/16/2024	FINANCE	STREETS	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 22.88
39169	04/16/2024	FINANCE	SEWER OPS	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 31.30
39169	04/16/2024	FINANCE	SEWER OPS	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 16.01
39169	04/16/2024	FINANCE	SOLID WASTE	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 35.76
39169	04/16/2024	FINANCE	SOLID WASTE	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 18.32
39169	04/16/2024	FINANCE	SR CITIZEN COMM	AT&T	03/24 CALNET 3 SERVICE 9391026395	$ 29.35
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 13.49
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 27.17
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 8.94
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 4.57

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 13.49
39169	04/16/2024	FINANCE	UB - GARBAGE	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 27.09
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 13.51
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 27.16
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 8.94
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 4.57
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 6.22
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 13.51
39169	04/16/2024	FINANCE	UB - SEWER	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 27.09
39169	04/16/2024	FINANCE	UB - WATER	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 12.44
39169	04/16/2024	FINANCE	UB - WATER	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 27.07
39169	04/16/2024	FINANCE	UB - WATER	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 54.43
39169	04/16/2024	FINANCE	UB - WATER	AT&T	03/24 CALNET 3 SERVICE 9391026393	$ 86.50
39169	04/16/2024	FINANCE	UB - WATER	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 17.91
39169	04/16/2024	FINANCE	UB - WATER	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 9.16
39169	04/16/2024	FINANCE	UB - WATER	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 12.44
39169	04/16/2024	FINANCE	UB - WATER	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 27.07
39169	04/16/2024	FINANCE	UB - WATER	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 54.30
39169	04/16/2024	FINANCE	WATER OPS	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 40.24
39169	04/16/2024	FINANCE	WATER OPS	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 20.58
39169	04/16/2024	FINANCE	WATER QUALITY CONTROL	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 17.91
39169	04/16/2024	FINANCE	WATER QUALITY CONTROL	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 9.15
39169	04/16/2024	FINANCE	WWTP	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 26.83
39169	04/16/2024	FINANCE	WWTP	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 13.72
39169	04/16/2024	FINANCE	CITY MANAGER	AT&T	02/24 CALNET 3 SERVICE 9391031559	$ 9.33
39169	04/16/2024	FINANCE	CITY MANAGER	AT&T	02/24 CALNET 3 SERVICE 9391031577	$ 8.30
39169	04/16/2024	FINANCE	CITY MANAGER	AT&T	02/24 CALNET 3 SERVICE 9391026390	$ 16.69
39169	04/16/2024	FINANCE	CITY MANAGER	AT&T	03/24 CALNET 3 SERVICE 9391031559	$ 9.33
39169	04/16/2024	FINANCE	CITY MANAGER	AT&T	03/24 CALNET 3 SERVICE 9391031577	$ 8.30
39169	04/16/2024	FINANCE	CITY MANAGER	AT&T	03/24 CALNET 3 SERVICE 9391026390	$ 16.65
39169	04/16/2024	FINANCE	PURCHASING	AT&T	03/24 CALNET 3 SERVICE 9391026394	$ 26.83
39169	04/16/2024	FINANCE	PURCHASING	AT&T	03/24 CALNET 3 SERVICE 9391031564	$ 13.72
39169	04/16/2024	FINANCE	PD OPS	AT&T	03/24 CALNET 3 SERVICE 9391031561	$ 155.55
39169	04/16/2024	FINANCE	PD OPS	AT&T	03/24 CALNET 3 SERVICE 9391031579	$ 276.93
39169	04/16/2024	FINANCE	PD OPS	AT&T	03/24 CALNET 3 SERVICE 9391026411	$ 147.55
39169	04/16/2024	PD OPS	PD OPS	AT&T	03/24 CALNET 3 SERVICE 9391031566	$ 155.55
39169	04/16/2024	PD OPS	PD OPS	AT&T	03/24 CALNET 3 SERVICE 9391031578	$ 178.51
39169	04/16/2024	PD OPS	PD OPS	AT&T	03/24 CALNET 3 SERVICE 9391064552	$ 286.21
39170	04/16/2024	FINANCE	AQUATICS PROGRM	AT&T	03/24 CALNET 3 SERVICE 9391026397	$ 27.79
39170	04/16/2024	FINANCE	BUILDING	AT&T	03/24 CALNET 3 SERVICE 9391026407	$ 29.35
39170	04/16/2024	FINANCE	FIRE	AT&T	03/24 CALNET 3 SERVICE 9391026402	$ 29.35
39170	04/16/2024	FINANCE	SR CITIZEN COMM	AT&T	03/24 CALNET 3 SERVICE 9391026389	$ 29.35
39171	04/16/2024	FINANCE	BUILDING	AT&T	02/24 FIRSTNET SVS 287302656036	$ 150.30

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39171	04/16/2024	FINANCE	BUILDING	AT&T	03/24 FIRSTNET SVS 287302656036	$ 150.18
39171	04/16/2024	FINANCE	CITY CLERK	AT&T	02/24 FIRSTNET SVS 287302656036	$ 90.14
39171	04/16/2024	FINANCE	CITY CLERK	AT&T	03/24 FIRSTNET SVS 287302656036	$ 90.06
39171	04/16/2024	FINANCE	CITY COUNCIL	AT&T	02/24 FIRSTNET SVS 287302656036	$ 281.68
39171	04/16/2024	FINANCE	CITY COUNCIL	AT&T	03/24 FIRSTNET SVS 287302656036	$ 281.68
39171	04/16/2024	FINANCE	CODE ENF	AT&T	02/24 FIRSTNET SVS 287302656036	$ 45.07
39171	04/16/2024	FINANCE	CODE ENF	AT&T	03/24 FIRSTNET SVS 287302656036	$ 45.03
39171	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	02/24 FIRSTNET SVS 287302656036	$ 633.33
39171	04/16/2024	FINANCE	COMPUTER MAINT	AT&T	03/24 FIRSTNET SVS 287302656036	$ 635.76
39171	04/16/2024	FINANCE	ENGINEERING	AT&T	02/24 FIRSTNET SVS 287302656036	$ 285.71
39171	04/16/2024	FINANCE	ENGINEERING	AT&T	03/24 FIRSTNET SVS 287302656036	$ 285.51
39171	04/16/2024	FINANCE	FACILITIES MAINT	AT&T	02/24 FIRSTNET SVS 287302656036	$ 841.44
39171	04/16/2024	FINANCE	FACILITIES MAINT	AT&T	03/24 FIRSTNET SVS 287302656036	$ 840.72
39171	04/16/2024	FINANCE	FINANCE	AT&T	02/24 FIRSTNET SVS 287302656036	$ 185.51
39171	04/16/2024	FINANCE	FINANCE	AT&T	03/24 FIRSTNET SVS 287302656036	$ 185.39
39171	04/16/2024	FINANCE	FLEET MAINT	AT&T	02/24 FIRSTNET SVS 287302656036	$ 45.07
39171	04/16/2024	FINANCE	FLEET MAINT	AT&T	03/24 FIRSTNET SVS 287302656036	$ 45.03
39171	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	02/24 FIRSTNET SVS 287302656036	$ 95.17
39171	04/16/2024	FINANCE	GRANT OVERSIGHT	AT&T	03/24 FIRSTNET SVS 287302656036	$ 95.09
39171	04/16/2024	FINANCE	HR/RISK MGT	AT&T	02/24 FIRSTNET SVS 287302656036	$ 90.34
39171	04/16/2024	FINANCE	HR/RISK MGT	AT&T	03/24 FIRSTNET SVS 287302656036	$ 90.30
39171	04/16/2024	FINANCE	PARKS	AT&T	02/24 FIRSTNET SVS 287302656036	$ 240.55
39171	04/16/2024	FINANCE	PARKS	AT&T	03/24 FIRSTNET SVS 287302656036	$ 240.39
39171	04/16/2024	FINANCE	PLANNING	AT&T	02/24 FIRSTNET SVS 287302656036	$ 45.07
39171	04/16/2024	FINANCE	PLANNING	AT&T	03/24 FIRSTNET SVS 287302656036	$ 45.03
39171	04/16/2024	FINANCE	STREETS	AT&T	02/24 FIRSTNET SVS 287302656036	$ 50.10
39171	04/16/2024	FINANCE	STREETS	AT&T	03/24 FIRSTNET SVS 287302656036	$ 50.06
39171	04/16/2024	FINANCE	UB - GARBAGE	AT&T	02/24 FIRSTNET SVS 287302656036	$ 11.26
39171	04/16/2024	FINANCE	UB - GARBAGE	AT&T	03/24 FIRSTNET SVS 287302656036	$ 11.25
39171	04/16/2024	FINANCE	UB - SEWER	AT&T	02/24 FIRSTNET SVS 287302656036	$ 11.27
39171	04/16/2024	FINANCE	UB - SEWER	AT&T	03/24 FIRSTNET SVS 287302656036	$ 11.26
39171	04/16/2024	FINANCE	UB - WATER	AT&T	02/24 FIRSTNET SVS 287302656036	$ 22.54
39171	04/16/2024	FINANCE	UB - WATER	AT&T	03/24 FIRSTNET SVS 287302656036	$ 22.52
39171	04/16/2024	FINANCE	WWTP	AT&T	02/24 FIRSTNET SVS 287302656036	$ 50.10
39171	04/16/2024	FINANCE	WWTP	AT&T	03/24 FIRSTNET SVS 287302656036	$ 50.06
39171	04/16/2024	FINANCE	CITY MANAGER	AT&T	02/24 FIRSTNET SVS 287302656036	$ 90.34
39171	04/16/2024	FINANCE	CITY MANAGER	AT&T	03/24 FIRSTNET SVS 287302656036	$ 90.30
39171	04/16/2024	FINANCE	PD OPS	AT&T	03/24 FIRSTNET SVS 287302965625	$ 6,270.38
39172	04/16/2024	PD OPS	MEAS K - PD	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	$ 450.00
39173	04/16/2024	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 02/24	$ 127.45
39173	04/16/2024	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 03/24	$ 127.45
39173	04/16/2024	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 02/24	$ 37.73
39173	04/16/2024	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 03/24	$ 37.73
39173	04/16/2024	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 02/24	$ 37.83
39173	04/16/2024	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 03/24	$ 37.83

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39173	04/16/2024	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 02/24	$ 270.89
39173	04/16/2024	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 03/24	$ 270.89
39173	04/16/2024	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 02/24	$ 181.25
39173	04/16/2024	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 03/24	$ 181.25
39173	04/16/2024	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 02/24	$ 73.71
39173	04/16/2024	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 03/24	$ 73.71
39173	04/16/2024	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 02/24	$ 252.98
39173	04/16/2024	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 03/24	$ 252.98
39173	04/16/2024	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 02/24	$ 55.74
39173	04/16/2024	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 03/24	$ 55.74
39173	04/16/2024	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 02/24	$ 199.19
39173	04/16/2024	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 03/24	$ 199.19
39173	04/16/2024	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 02/24	$ 37.83
39173	04/16/2024	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 03/24	$ 37.83
39173	04/16/2024	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 02/24	$ 73.71
39173	04/16/2024	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 03/24	$ 73.71
39173	04/16/2024	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 02/24	$ 73.71
39173	04/16/2024	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 03/24	$ 73.71
39173	04/16/2024	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 02/24	$ 91.57
39173	04/16/2024	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 03/24	$ 91.57
39173	04/16/2024	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 02/24	$ 73.66
39173	04/16/2024	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 03/24	$ 73.66
39173	04/16/2024	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 02/24	$ 90.98
39173	04/16/2024	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 03/24	$ 90.98
39173	04/16/2024	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 02/24	$ 91.60
39173	04/16/2024	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 03/24	$ 91.60
39173	04/16/2024	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 02/24	$ 109.54
39173	04/16/2024	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 03/24	$ 109.54
39173	04/16/2024	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 02/24	$ 64.69
39173	04/16/2024	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 03/24	$ 64.69
39173	04/16/2024	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 02/24	$ 73.66
39173	04/16/2024	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 03/24	$ 73.66
39173	04/16/2024	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 02/24	$ 73.66
39173	04/16/2024	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 03/24	$ 73.66
39173	04/16/2024	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 02/24	$ 60.22
39173	04/16/2024	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 03/24	$ 60.22
39173	04/16/2024	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 02/24	$ 60.22
39173	04/16/2024	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 03/24	$ 60.22
39173	04/16/2024	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 02/24	$ 118.51
39173	04/16/2024	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 03/24	$ 118.51
39173	04/16/2024	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 02/24	$ 82.63
39173	04/16/2024	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 03/24	$ 82.63
39173	04/16/2024	FINANCE	WATER QUALITY CONTROL	COMCAST	CITY INTERNET CONNECTION 02/24	$ 37.83
39173	04/16/2024	FINANCE	WATER QUALITY CONTROL	COMCAST	CITY INTERNET CONNECTION 03/24	$ 37.83
39173	04/16/2024	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 02/24	$ 55.74

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39173	04/16/2024	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 03/24	$ 55.74
39173	04/16/2024	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 02/24	$ 37.73
39173	04/16/2024	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 03/24	$ 37.73
39173	04/16/2024	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 02/24	$ 55.74
39173	04/16/2024	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 03/24	$ 55.74
39174	04/16/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT SERVICES	$ 139.00
39175	04/16/2024	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/24	$ 21.88
39175	04/16/2024	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/24	$ 21.88
39175	04/16/2024	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/24	$ 43.74
39175	04/16/2024	PD OPS	PD OPS	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/24	$ 87.50
39176	04/16/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 03/16/24-03/31/24	$ 12,840.00
39177	04/16/2024	FINANCE	GENERAL TRUST	MADERA COUNTY	MPD ASSET FORFEITURE - 24M-00206	$ 1,891.85
39178	04/16/2024	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	MPD ASSET FORFEITURE - 24M-00206	$ 1,437.62
39179	04/16/2024	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	MPD ASSET FORFEITURE - 24M-00206	$ 5,123.76
39180	04/16/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	$ 76.00
39180	04/16/2024	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 143.00
39181	04/16/2024	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 32.31
39182	04/16/2024	PARKS ADMIN	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	$ 324.00
39183	04/16/2024	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - MCNALLY PARK BASKETBALL COURTS	$ 15,659.44
39183	04/16/2024	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - FBSC FENCING	$ 8,547.40
39184	04/16/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 100.34
39184	04/16/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 3,345.98
39184	04/16/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/24 SERVICE 8307681856-2	$ 799.08
39184	04/16/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 1,516.85
39184	04/16/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414-2	$ 323.52
39184	04/16/2024	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	03/24 SERVICE 2000655655-7	$ 1,937.23
39184	04/16/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 40,009.64
39184	04/16/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 7949615676-5	$ 24.12
39184	04/16/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 3642526071-2	$ 91.01
39184	04/16/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 8178280304-3	$ 245.70
39184	04/16/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/24 SERVICE 1715785853-5	$ 1,544.29
39184	04/16/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 7,756.34
39184	04/16/2024	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 1,219.23
39184	04/16/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 80.09
39184	04/16/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 6,543.38
39184	04/16/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 3,402.17
39184	04/16/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414-2	$ 323.52
39184	04/16/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 425.05
39184	04/16/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414-2	$ 323.52
39184	04/16/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 150.18
39184	04/16/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 88,330.81
39184	04/16/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414-2	$ 4,478.69
39184	04/16/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/24 SERVICE 9651992016-7	$ 247.20
39184	04/16/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 162.82
39184	04/16/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	03/24 SERVICE 1902328695-8	$ 23.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39184	04/16/2024	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 10.34
39184	04/16/2024	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 30.84
39184	04/16/2024	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 47.04
39184	04/16/2024	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 11.25
39184	04/16/2024	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 54.36
39184	04/16/2024	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 40.74
39184	04/16/2024	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 30.84
39184	04/16/2024	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 9.87
39184	04/16/2024	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 69.57
39184	04/16/2024	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 11.42
39184	04/16/2024	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 72.39
39184	04/16/2024	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 23.55
39184	04/16/2024	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3533032414	$ 161.60
39185	04/16/2024	PD OPS	SUPP LAW ENF	PROFORCE	MISC PD EQUIPMENT	$ 1,155.79
39185	04/16/2024	PD OPS	PD OPS	PROFORCE	PD FIREARM PURCHASE	$ 25,492.68
39186	04/16/2024	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 03/24	$ 219.20
39187	04/16/2024	UB - WATER	WATER FUND	AR REFUNDS	UB 9915934 765 MILANO	$ 6,128.21
39188	04/16/2024	ENGINEERING	ARTERIAL/COLLECTOR	BOND ENCROACH	REIMBURSEMENT - VARBELLA	$ 983.90
39188	04/16/2024	ENGINEERING	MEDIAN ISLAND	BOND ENCROACH	REIMBURSEMENT - VARBELLA	$ 742.29
39189	04/16/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 9919272-510010	$ 47.07
39190	04/16/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 9922359-503873	$ 23.23
39191	04/16/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERMINATION REFUND - 9913891-508196	$ 69.20
450	03/26/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 03/26/2024	$ 575.36
451	03/29/2024	FINANCE	SEWER FUND	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	$ 226,764.17
452	03/29/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 03/29/24 PAYROLL	$ 30,245.38
453	04/02/2024	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 04/24	$ 966.00
453	04/02/2024	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 04/24	$ 398,643.33
453	04/02/2024	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 04/24	$ 1,566.00
454	04/02/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/02/2024	$ 478.41
455	04/02/2024	UB - WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 11/23	$ 581,377.35
456	04/02/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 03/29/2024	$ 14,160.71
457	04/02/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 03/29/2024	$ 2,577.62
458	04/08/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	$ 16.00
459	04/09/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/09/2024	$ 1,390.33
460	04/12/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 04/12/24 PAYROLL	$ 30,602.53
461	04/15/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/12/2024	$ 13,965.70
462	04/15/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 04/12/2024	$ 2,625.98
463	04/16/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/16/2024	$ 1,605.55
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 5,097,998.00**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission (Commission) met on April 2, 2024, and approved eligibility lists for the following positions:

- Accounting Technician II
- Police Officer Trainee

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

Table 1: *New Hires and Re-hires*

Name	Position	Department	Status*	Effective Date
Erica Gaitan	Human Resources Technician II	Human Resources	FT	3/25/24
Roberto Saavedra	Police Officer Trainee	Police	FT	3/25/24
Claudia Carreno Trejo	Park Aide	Parks & Community Services	PT	4/11/24

Table 1: *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Fernando Castillo Duran	Parks Project Manager	Parks & Community Services	FT	4/22/24

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

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

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	Old Position	New Position	Effective Date
Armando Villagomez Espinoza	Parks Worker I	Parks Worker II	10/24/23
Sergio Mercado Ortiz	Parks Worker I	Parks Worker II	1/17/24
Alberto Vega	Public Works Equipment Operator (Sewer)	Public Works Maintenance Lead Worker (Sewer)	3/25/24
Steven Cook	Utility Billing Supervisor (Out-of-Class Assignment)	Accounting Technician III	4/1/24
Mario Urango	Public Works Maintenance Worker II (Streets)	Public Works Equipment Operator (Streets)	4/8/24
Jose Medina	Water System Technician	Water System Lead Worker	4/8/24
Jeremy Myers	Public Works Maintenance Worker II (Streets)	Public Works Equipment Operator (Safe & Clean)	4/8/24
Reuben Rodriguez	Police Officer Trainee	Police Officer I	4/15/24
Trent Herzog	Police Officer Trainee	Police Officer I	4/15/24
Itzel Jimenez	Police Officer Trainee	Police Officer I	4/15/24
Beijan Latrent Kelley James	Police Officer Trainee	Police Officer I	4/15/24

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	Position	Department	Status*	Effective Date
Richelle Murphy	Neighborhood Preservation Specialist I	Police	FT	3/8/24
Robert Rodriguez, Jr.	Public Works Maintenance Worker II	Public Works, Safe & Clean Team	FT	3/14/24
Enrique Solis	Park Aide	Parks & Community Services	PT	3/19/24
Markel Parker	Program Leader I	Parks & Community Services	PT	4/11/24
Joston Frost	Construction Inspector I	Engineering	FT	4/15/24
Jose Morales	Permit Technician	Building	FT	4/19/24
Emma Pickett	Program Leader I – ASP	Parks & Community Services	PT	4/24/24

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: B-4

SUBJECT:

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

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation Recognizing Mrs. Elizabeth Ochoa as the 2024 California League of Educators (CLE) Teacher of the Year – Elementary Award

SUMMARY:

The City Council, during its regular meeting on August 2, 2023, adopted a policy governing the guidelines for City-issued Ceremonial Documents. This policy establishes the framework for the issuance of proclamations, ensuring a systematic and transparent process.

On December 20, 2023, the Council approved the 2024 List of Annual Proclamations, outlining the scheduled commemorations for the year. However, the policy allows for proclamations not identified on this list to be considered on a case-by-case basis, with a written request required 45 days before the requested presentation date.

In this context, Mr. Leonard Perez, Principal of James Monroe Elementary submitted a timely request on April 22, 2024, seeking a proclamation recognizing Mrs. Elizabeth Ochoa as State Teacher of the Year.

Mrs. Ochoa is a resident of Madera and has been teaching at Madera Unified for over 20 years and currently teaches 5th grade at James Monroe Elementary. In March of 2024, after qualifying to compete against other regions in California, she was awarded the California League of

Educators (CLE) State Teacher of the Year- Elementary. This great accomplishment is a first for Madera Unified and the City of Madera.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased and funds were appropriated in the adopted budget.

ALTERNATIVES:

Council may direct staff to prepare a proclamation. If the majority vote is in the affirmative, staff will proceed with presenting the Proclamation at the May 15th Council meeting. In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Proclamation Request: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

Email requesting a "Proclamation Recognizing Mrs. Elizabeth Ochoa as the 2024 California League of Educators (CLE) Teacher of the Year – Elementary Award" from Mr. Leonard Perez dated April 15, 2024



James Monroe Elementary School

1819 N. Lake Street
Madera, CA 93638
Leonard Perez, Principal
Esmeralda Casillas, Vice Principal

April 15, 2024

To whom it may concern:

My name is Leonard Perez, principal of James Monroe Elementary. I would like to take a moment and communicate that there is a teacher on our campus who has gone through a very memorable and inspiring journey this school year. Back in October of 2023, a nomination was submitted, recommending her for the California League of Educators (CLE) Teacher of the Year - Elementary Award. After approximately 50-60 wonderful candidates that were selected, this teacher from James Monroe made the top 10 for Region 7. In December of 2023, many of us joined her while she delivered the most inspirational speech, then came out as the top teacher and winner for Teacher of the Year - Elementary for Region 7. In March of 2024, many of us joined her again in Monterey, CA, where she was to compete against the other regions in California, for the prize and acknowledgement for the CLE State Teacher of the Year - Elementary. This teacher, once again, delivered the best speech and was selected as the CLE's State Teacher of the Year in the Elementary category.

This great accomplishment is a first for Madera Unified and the City of Madera. I am so proud to have nominated and mentored such a wonderful educator and individual. She has positively impacted the lives of so many students throughout her years of being an educator.

I, Leonard Perez, am formally requesting that James Monroe's 5th Grade CLE State Teacher of the Year, Mrs. Elizabeth Ochoa, be recognized by the Madera City Council with a Proclamation presentation.

Mrs. Ochoa is a resident of Madera and has been teaching in Madera Unified and James Monroe for over 20 years. This accomplishment is being recognized by many throughout the Central Valley and state of California, and it is known that this amazing teacher is from the wonderful city of Madera.

Mrs. Ochos is very close to her family and siblings. In fact, many were in attendance at both the regional and state competitions. I am confident that she will have many attend this presentation, which would be approximately 20-25 attendees.

Thank you in advance for your time and consideration of this request. If you have any questions, feel free to contact me at (559) 674-5679 or (559) 718-3228.

Respectfully,

Leonard Perez

Leonard Perez
Principal
James Monroe Elementary

Phone: (559) 674-5679
leonardperez@maderausd.org

Fax: (559) 674-3008
esmeraldacasillas@maderausd.org

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: B-5

SUBJECT:

Amendment to Agreement with CDM-Smith for Professional Engineering Design Services for Water Well 37, Project W-GW-001

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 1 to the Agreement with CDM-Smith in the amount of $18,000 for professional engineering design services for Water Well No. 37, City Project No. W-GW-001

SUMMARY:

On May 18, 2022, Council approved an agreement with CDM-Smith for professional engineering design services for a new Water Well No. 37. Located at the northwest intersection of North Granada Drive and West Cleveland Avenue, the project encountered delays necessitating an extension to the agreement until December 25, 2025. These delays stemmed from the onsite well pumping, well casing cleaning and reconditioning processes. In addition, additional structural engineering calculations are required to update the project plans to current standards, incurring an extra cost of $18,000.

DISCUSSION:

In 2009, CDM-Smith was hired to provide project plans, specifications, estimates (PS&E) for two City water wells: a new Water Well 37 and upgrades to the existing Water Well No. 18, located at N. Gateway and Central Avenue. PS&E packages were completed for both wells and was publicly bid on April 24, 2012, in one bid package. The bids received ranged from $1,006,540 to $1,243,870, which was within the project budget of $1.2 million; however due to declining revenues at that time of award (2012) the bids were rejected by City Council. The Well 18 Rehabilitation Project was rebid as a standalone project in February 2014.

Twelve years have passed since the Well 37 project was bid in 2012 and due to persistent drought conditions in California, the completion of Well 37 was reintroduced into the CIP program as Well No. 37 W-GW-001. This project is scheduled for completion in 2024.

While the project was bid in 2012, technical and operational changes related to the project have occurred that need to be addressed prior to re-bidding. In particular, the on-site water well that was constructed in 2012 needed to be cleaned and developed to ascertain its capacity to deliver clean water to the City. Due to drought conditions, the water table below the City has dropped, this results in the need to develop the well to determine the amount of water that the well can produce and determine the correct size of pump to be used to deliver this resource. Completing this work has caused delays to the project schedule. In addition, the project plans that CDM-Smith has been requested to review and restamp were 12 years old and dated to the latest civil engineering structural codes provisions. The cost to provide updated structural calculations is an additional $18,000 in costs that were unanticipated in the design contract.

CDM-Smith agrees to extend the contract to December 25, 2025 for completion of the work under the original terms, subject to inclusion of the updated fee schedule. Staff has contacted CDM-Smith and negotiated a fee of $18,000 to provide the requisite services as described above. The work will begin immediately upon approval of this agreement.

FINANCIAL IMPACT:

The cost for the additional work is estimated at $18,000 which can be covered with the current Project budget. The Project currently has $1.57 million in the Capital Improvement Projects Budget under Project W-GW-001 coming from water capital outlay and water well impact fees.

ALTERNATIVES:

Should Council not approve the Amendment, further direction would be needed to Staff as to how to proceed with the Project.

ATTACHMENTS:

1. Resolution
2. Amendment No. 1 to Agreement with CDM-Smith for Professional Engineering Design Services for a Water Well 37, Project W-GW-001

Attachment 1

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH CDM-SMITH IN THE AMOUNT OF $18,000.00 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A WATER WELL 37, CITY PROJECT NO. W-GW-001

WHEREAS, in 2009, CDM-Smith entered into contract with the City of Madera to provide Plans, Specifications and Estimates for the Water Well No. 37 project; and

WHEREAS, the Project is included in the FY 2023/24 Budget for Capital Projects: and

WHEREAS, the City of Madera entered into an agreement on May 18, 2022 with CDM-Smith for professional engineering design services to update the contract documents for the Project (Agreement); and

WHEREAS, it is necessary to extend the term of the Agreement to complete the scope of work as defined in the Agreement.

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

1. The recitals listed above are true and correct.

2. The City approves Amendment No. 1 to the Agreement with CDM-Smith for Professional Engineering Design Services Agreement, a copy of which is attached hereto and incorporated by reference.

3. The Resolution is effective immediately upon adoption.

* * * * * * * * * * *

Attachment 2

Amendment No. 1

AMENDMENT NO. 1

AGREEMENT WITH CDM-SMITH, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF WELL 37 IN THE CITY OF MADERA, PROJECT W-GW-001

This Amendment No. 1 to the Professional Engineering Services Agreement ("Amendment No. 1") is entered between the City of Madera, a Municipal Corporation ("City"), and CDM-SMITH, Inc., located in San Fransisco CA, ("Consultant").

R E C I T A L S

WHEREAS, on May 18, 2022, City and the Consultant entered into an Agreement for professional engineering services for design of a new water well 37 ("Agreement"); and

WHEREAS, during the course of design extra work was required and agreed to by the Parties;

WHEREAS, CITY and Consultant wish to amend the term of the Agreement to allow for the completion of the professional engineering services as described in the agreement including approval of an updated fee schedule.

WHEREAS, CITY and Consultant wish to increase compensation for the extra work required to complete the project.

A G R E E M E N T

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

A. SECTION 2. SCOPE OF WORK. The Parties agree that the Agreement is amended to provide that additional services will be performed by Consultant. The additional services and timelines for performance are set forth in Exhibit A to this First Amendment which is incorporated by reference, dated April 22, 2024.
B. SECTION 5. COMPENSATION. The Parties agree that the Agreement is amended to provide that the compensation to be paid for the additional services as provided in Section 2 shall be $18,000 in accordance with the Project Budget and Scope of Work in Exhibit A to this First Amendment.

C. SECTION 11. TIME OF COMPLETION. Subsection D is amended as follows: The Expiration Date of the Agreement is extended to December 31, 2025.

D. EXHIBIT B, “Hourly Rate Schedule” shall be replaced with Exhibit B “CDM-Smith Inc, Fee Schedule” Dated February 22, 2024, which shall be applicable to all work commencing December 16, 2023.

E. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect.

F. This Amendment No. 1 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

CITY OF MADERA
A municipal corporation of
the State of California

By: _____
Santos Garcia, Mayor

Date: _____

CDM- SMITH, INC.

By: _____

By: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon N. Chaffin, City Attorney

Date: _____

2300 Clayton Road, Suite 950
Concord, California 94520
tel: 925-933-2900

April 22, 2024

EXHIBIT A

SCOPE OF WORK

The Scope of Work established in the original Agreement dated 18 May 2022, will remain as the base scope of work for this amendment. The Scope of Work consists generally of the following activities to be completed within this amendment.

Task 1 – Final Design

General

CDM Smith will complete the implementation of comments provided by the City of Madera (City) to the 100% design review set of drawings and specifications for the construction of Municipal Water Well 37. The design updates will include updated design details and calculations for the structural design elements to comply with current building codes. The final drawings and specifications, with comments from the City addressed and included, as appropriate, will be compiled, stamped, signed and prepared for bidding.

Task 1 Assumptions

- Structural design elements will be updated to latest edition of California Building Code requirements (as of December, 2023)
- No more review comments from the City are expected
- The City will advertise and distribute drawings to bidders
- This Scope of Work does not include Bid Period services

Task 1 Deliverables

- Drawings and specifications will be delivered to the City in electronic format.

Task 2 – Engineering Services During Construction (ESDC)

CDM Smith will provide technical answers to field questions/requests for information (RFIs) from the Contractor during construction. These services are restricted to questions about the technical design of the Civil, Structural, Mechanical, Electrical, and Instrumentation disciplines of the CDM Smith design. The total CDM Smith level of effort for responding to RFIs is limited to a total of 20 hours.

Task 2 Assumptions

- This effort assumes a review and response of five (5) RFIs and an average of four (4) CDM Smith staff hours to review and respond, per RFI.
- ESDC services are limited to the RFI responses, as described.

Task 2 Deliverables

- RFI responses in electronic format delivered to the City and/or entity designated to represent the City during construction.

Task 3 – Project Management

CDM Smith will prepare invoices on a monthly basis, including a progress report for work completed during the billing period. CDM Smith will continue to report progress through regular calls with the City during construction.

Task 3 Deliverables

- Invoices with percent complete status.

Fee and Billing Rates

CDM Smith will provide the services to the City for Tasks 1, 2, and 3 in this amendment at a not-to-exceed cost of $18,000. Billing Rates are attached as Exhibit B. These billing rates will be used for the work of this addendum and in the case where additional work is requested and approved by the City that is not included in this Scope of Work. No additional work beyond this Scope will be performed unless first authorized by the City.

Conan Monson
Project Manager
CDM Smith Inc.

2300 Clayton Road, Suite 950
Concord, California 94520
tel: 925-933-2900

Exhibit B

February 22, 2024

Matt Bullis
City of Madera
Engineering Department
428 East Yosemite Avenue
Madera, CA 93637

Subject: Well 37 - Agreement Extension

Dear Matt Bullis:

City of Madera				
Billing Rate Tables				
Role	Through 04/30/2023	Through 04/30/2024	Through 04/30/2025	Through 04/30/2026
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	($/hr)	($/hr)	($/hr)	($/hr)
Principle in Charge	285	294	303	312
Project Manager	285	294	303	312
Engineer 9 & 10	275	283	291	300
Engineer 8	255	263	271	279
Engineer 7	225	232	239	246
Engineer 6	205	211	217	224
Engineer 5	195	201	207	213
Engineer 4	175	180	185	191
Engineer 3	150	155	160	165
Engineer 2	135	139	143	147
Engineer 1	110	113	116	119

Operations Specialist	240	247	254	262
Constructability/MOPO Lead	180	185	191	197
Cost Estimator	165	170	175	180
Scheduler	190	196	202	208
Spec Writer 2	180	185	191	197
Spec Writer 1	160	165	170	175
Sr. CAD Designer	150	155	160	165
CAD Designer	120	124	128	132
Project Controls	125	129	133	137
Contract Administrator	160	165	170	175
Technical Editor	130	134	138	142
Administration	100	103	106	109

Sincerely,

Conan Monson
Project Manager
CDM Smith Inc.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024
Agenda Number: B-6

SUBJECT:

Military Equipment Purchase Per California Government Code Sections 7070 - 7075

RECOMMENDATION:

Adopt Resolutions:

1. Authorizing the purchase of three unmanned aircraft systems (drones) from Advexure, LLC
2. Appropriating $5,285 of Federal Asset Forfeiture monies in the City's Fiscal Year 2023/24 Adopted Budget

SUMMARY:

The Police Department (Department) established a drone program in 2021. To outfit the program, the Department purchased four unmanned aircraft systems (UAS's, commonly referred to as drones). The technological advancements in drones have significantly evolved since the City purchased its drones several years ago. Given the importance of equipping our Officers with modern equipment, staff recommends purchasing three new drones.

DISCUSSION:

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (AB 481), now referred to as California Government Code Sections 7070-7075 (Government Code). AB 481 was introduced to increase transparency and accountability for state and local law enforcement agencies' funding, acquisition, and use of military equipment. The Government Code includes a broad definition of what constitutes military equipment, including items such as unmanned aircraft systems (UAS's, commonly referred to as drones) that are regularly used in everyday society by members of the public and have been effectively developed for many years by law enforcement agencies to respond to emerging threats, civil unrest, and mass casualty events.

In compliance with the Government Code, the Department drafted a military equipment policy and accompanying military equipment report in 2022. The policy and report were posted on the City's website for public viewing. The City Council ultimately approved the policy via Ordinance 994 at its June 15, 2022, Council meeting.

Although it is preferable to identify equipment needs during the City's annual budget process, occasional situations arise during the fiscal year where unforeseen needs must be addressed. In such cases, it becomes necessary to consider procurement outside of the budget cycle to ensure the continued effectiveness and safety of our operations. Today, the Department has four drones that provide essential information to Officers to facilitate crime scene analysis, suspect location, disaster response, crowd monitoring, and search and rescue. Since the initial purchase of drones several years ago, technological advancements have significantly enhanced their capabilities. Notable features now include improved:

- Flight stability
- Longer battery life
- Thermal imaging
- Higher resolution cameras
- Obstacle avoidance systems, and
- Enhanced data processing capabilities for more efficient and accurate operations

Per the Government Code, drone inventory and deployments are required reporting components of an agency's annual military equipment use report. This purchase will be included in the Department's 2024 annual report.

It is noted that the four existing drones will be repurposed for training exercises. This will allow newly assigned Officers to hone their skills prior to undertaking in-field deployments. By leveraging existing resources for training purposes, the City ensures efficient use of resources while preparing personnel for effective drone operations.

FINANCIAL IMPACT:

The total cost for three drones is $15,165.63. The recommended action was not included in the City's Fiscal Year 2023/24 Adopted Budget. However, with each budget cycle, the City appropriates funds to the General Fund and Measure K Fund for expenses related to investigations. The Department has identified $2,488.36 from the Police Department's General Fund investigations account and $7,392.27 from Measure K investigations account to fund a portion of the purchase. Both of these accounts have unspent funds.

In addition, the United States Department of Justice (DOJ) notified the Department of its opportunity to utilize $5,285 of Federal Asset Forfeiture monies. These monies are distributed to law enforcement agencies for their involvement in the confiscation of criminally obtained assets. For example, a vehicle seized in a criminal case may be sold at an auction. The funds received from the sale of the vehicle are then proportionally dispersed to the involved law enforcement agencies. Federal Asset Forfeiture funds can be spent on specific police activities such as

equipment, training, and education. These funds will not be received annually as the receival is on a circumstantial basis. These identified monies represent a one-time opportunity for the Department to utilize. Staff recommends appropriating $5,285 of Federal Asset Forfeiture funds into the City's Fiscal Year 2023/24 Amended Budget to be used in conjunction with General Fund and Measure K monies in covering the cost of the drone purchase. Table 1 summarizes the costs associated with the purchase.

Table 1: *Breakdown of Drone Purchase*		
Category of Expenditure	*Unit Price*	*Total Cost*
DJI Mavic 3 Thermal (x2)	$5,498	$10,996
DJI Avata Pro (x1)	$1,388	$1,318
DJI Mavic 3 Battery Kit (x2)	$659	$1,388
DJI Avata Fly More Kit (x2)	$279	$558
DJI Avata Tactical Light Kit (x1)	$119	$119
DJI Avata Storage Case (x1)	$249	$249
DJI Avata 2 Year Support (x1)	$129	$129
Sourcewell Contract Discount		-$737.85
Sales Tax		$1,146.48
Total Cost		**$15,165.63**

Table 2 outlines the proposed funding allocation for the acquisition of the three new drones.

Table 2: *Source of Funds*	
Source	*$*
General Fund; Investigations account	$2,488.36
Measure K; Investigations account	$7,392.27
DOJ Federal Asset Forfeiture	$5,285
Total	**$15,165.63**

ALTERNATIVES:

The Council may deny the purchase of additional drones. If the Council decides to deny the purchase of additional drones, they may identify an alternative purchase contingent on the Council's desire to utilize the available funds.

ATTACHMENTS:

1. Resolution – Authorizing the purchase of three drones
2. Resolution – Appropriating Federal funds
    a. Exhibit A: Budget Amendment

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE THREE UNMANNED AIRCRAFT PER CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075

WHEREAS, California Government Code Sections 7070-7075 (Government Code) establish guidelines for the funding, acquisition, and use of specified military equipment; and

WHEREAS, the City Council (Council) approved Ordinance 994 C.S. on June 15, 2022, which adopted procedures to meet the requirements outlined in the Government Code; and

WHEREAS, Ordinance 994 C.S. permitted the Madera Police Department (Department) to adopt a Military Equipment Use Policy, which requires the Department to obtain Council approval for military equipment purchases; and

WHEREAS, staff has identified the need to improve its operational support and enhance situational awareness during high-risk police incidents by purchasing unmanned aircraft systems of greater capabilities.

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 Council authorizes the purchase of three (3) unmanned aircraft systems from Advexure, LLC in the amount of $15,165.63.

3. This resolution is effective immediately upon adoption.

RESOLUTION NO. 24- ____

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

WHEREAS, the City has $5,285 of unspent Federal Asset Forfeiture funds; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2023/2024 Budget, listed in Exhibit A, attached hereto, are necessary to account for the allocation of Federal Asset Forfeiture funds and related expenditures.

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

1. The above recitals are true and correct.

2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.

4. The resolution is effective immediately upon adoption.

******

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION FOR FEDERAL ASSEST FORFEITURE FUNDS

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
FEDERAL ASSET FORFEITURE					
7610	76102668	4900	Budgetary Carryover		5,285
7610	76102668	8200	Transfer Out	5,285	
GENERAL FUND					
1020	10202000	4355	Transfer In		5,285
1020	10202000	7000	Vehicles & Equipment	5,285	
			TOTALS	**10,570**	**10,570**

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: B-7

SUBJECT:

Piggyback purchase agreement for Fleet Division-related purchase

RECOMMENDATION:

Adopt a Resolution approving the County of Placer piggyback agreement with Stommel, Inc. (dba LEHR) for the purchase of vehicle up-fit equipment for police patrol vehicles for $67,673

SUMMARY:

The Fiscal Year (FY) 2023/24 Adopted Budget for the Fleet Replacement Program (Org Unit 3070-1250) included funds for the purchase of up-fit supplies on police patrol vehicles. Up-fit supplies include radios, lightbars, sirens, prisoner partitions, gunlocks, and other items. The up-fit consists of a large quantity of items from multiple manufacturers. Fleet is recommending using the County of Placer piggyback with Stommel, Inc. (LEHR) to procure these items from one vendor.

DISCUSSION:

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division consistently engages in purchasing various commodities throughout the year essential for its daily operations, ranging from vehicles and equipment to miscellaneous goods

and services. Given the diversity and volume of procurements managed by the Fleet Division, it is well-suited to efficiently utilize the piggyback procurement process.

The up-fit of police patrol vehicles requires an extensive list of items from various manufacturers. To facilitate the procurement process, Fleet is recommending the use of a piggyback arrangement off the County of Placer contract with LEHR to procure most of the necessary items with one vendor. These items include:

- Prisoner Partition
- Gun locks
- Rear window barrier bars
- Rear door window and lock covers
- Center console for radio, camera monitor, and light bar controls
- Lightbar and spotlights
- Siren speaker
- Rear cargo box for PD supplies

Using a piggyback approach will allow consolidation of purchases with better pricing, service, and returns (if needed). This approach will also reduce staff time needed to get quotes, prepare purchase orders, monitor tracking of parts delivery, and processing payments.

FINANCIAL IMPACT:

The purchases under the recommended piggyback purchase agreement will be made from Fleet Acquisition Program (Org 3070-1250). The total for the five vehicles (three Ford Interceptors and two Dodge Durango pursuits) is $67,673.

ALTERNATIVES:

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

ATTACHMENT:

1. Resolution approving purchases by piggybacking off the County of Placer's agreement with LEHR.

RESOLUTION NO. _____

RESOLUTION APPROVING A PIGGYBACK PURCHASE UTILIZING THE COUNTY OF PLACER'S AGREEMENT WITH STOMMER, INC. (DBA LEHR) FOR THE PURCHASE OF VEHICLE UP-FIT EQUIPMENT FOR POLICE PATROL VEHICLES

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

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

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

WHEREAS, staff has conducted a due diligence and determined that a piggyback purchase through County of Placer's contract with Stommer, Inc (dba LEHR) best meets the City's interests.

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

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

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

3. The Council approves using the County of Placer's agreement with Stommer, Inc. (dba LEHR) for purchase of up-fit equipment for police patrol units (three Ford Interceptors and two Dodge Durango Pursuits) in the total amount of $67,673.

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

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

* * *

Supplier Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Contract Number	SCN106312
Contract Reference	97
Contract Start Date	10/01/2023
Contract End Date	09/30/2024
Buyer	Javier Terrazas
Phone Number	+1 (530) 889.4252 x4252
Email	JTerrazas@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services

Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com

County Contacts:

Probation Dept. Contact (Orders and Accounting): Chris Artim, Ph. #530-889-7912, Email: cartim@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: Lisa Lentz, Ph. #530-889-6919, srfpayables@placer.ca.gov

Placer County Fire: Sarah Poindexter, Ph. #530-889-4037

Placer County Fire Accounting: Glenn Nishimoto, Ph. #530-886-4623, AccountsPayableCEO@placer.ca.gov

Renewal of SCN105300

This renewal was approved by the Board of Supervisors on July 25, 2023.

Payment Terms	Total Contract Amount
NET 30	375,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN105300 - see attached for pricing, terms, and conditions and discounts.	10/01/2023	09/30/2024	375,000.00

Brett Wood

Brett Wood, Purchasing Manager

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $125.00 per hour Effective:

October 1, 2023

October 1, 2023

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $115.00 per hour to $125.00 per hour. We understand that this is almost a 10% increase from the previous year. Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken two labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

If you have any questions regarding the labor increase, please reach out to:

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

Additional Emergency Equipment Manufatures Discounts

Manufacture	Discount of List Price
AFS	40%
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Hint	15%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	20%
Pico	35%
Pro-Gard	20%
Ram Mounts	15%
Stico	2%
Stopstick	5%
Streamlight	30%
Secure-Idle	5%
TigerTough	5%
Tomar	23%
Trucklite	67%
Tuffy	20%
Unity	38%
Weatherguard	10%
Westin	20%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%

Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	$1,750.0000	$ 26,250.00	60	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	$10.80	$	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446-	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS	
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
					Subtotal:	$ 3,780.00	

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

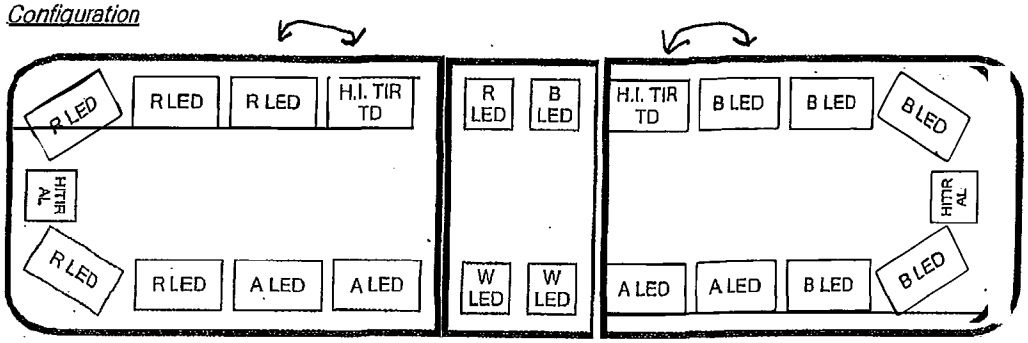
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

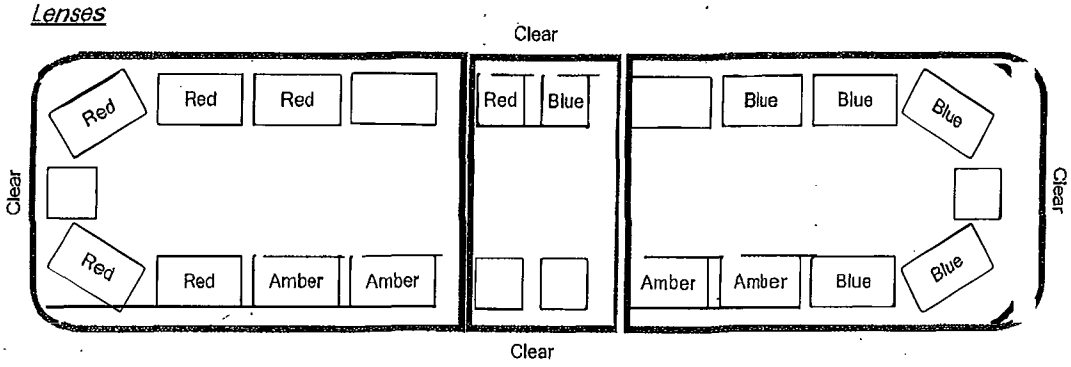
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

Terms & Conditions

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: https://placer.bidsandtenders.net. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: https://www.placer.ca.gov/1408/Local-Vendor-Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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

Budget Workshop (Report by Michael Lima)

There is no written report for this item.

REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez

Ismael Hernandez, Public Works Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: D-1

SUBJECT:

Ratification, Assignment, and Assumption of Two Lease Agreements at Madera Airport

RECOMMENDATION:

Adopt a Resolution Ratifying Previous Assignments and Consenting to the Current Assignments and Assumptions of "Lease Agreement–Airport Property #1" and "Lease Agreement–Airport Property #2" from the David and Patricia Berry Living Trust to 4160 & 4170 Aviation Drive, LLC.

SUMMARY:

In 2005, Mr. David L. Berry entered two ground-lease agreements for airport property and thereafter erected two hangars. Sometime thereafter Mr. Berry formed David and Patricia Berry Living Trust (Trust) and moved the lease agreements into it. In 2021 Mr. Berry passed away. The Trust now wishes to assign its interests in those lease agreements to a potential assignee, 4160 & 4170 Aviation Drive, LLC. The Trust now seeks the City's ratification of the assignment of the leases into the Trust as well as written consent from the City to assign those leases from the trust to 4160 & 4170 Aviation Drive, LLC.

DISCUSSION:

On December 1, 2005, Mr. Berry entered two 40-year ground-lease agreements to construct two aircraft hangars. In February 2024, the properties were listed on the real estate market seeking a buyer for the remainder of the lease term, prompting the City to discuss this with the tenants. During the discussion it was discovered that the original tenant, Mr. Berry, had formed David and Patricia Berry Living Trust and had attempted to convey the leases into the Trust. Thereafter, Mr. Berry died, and the Trust now seeks to assign its interests in the leases to a potential assignee, 4160 & 4170 Aviation Drive, LLC.

Because assignment of leases requires written consent from the City, and the Trust did not seek written consent to the attempted assignments of the leases from Mr. Berry in his individual capacity into the Trust, the leases were not effectively assigned into the Trust. Furthermore,

Mr. Berry can longer seek written consent from the City to assign the lease agreements to a potential assignor.

So that the leases can be assigned to a potential assignee, the David and Patricia Berry Living Trust warrants its intent to have previously assumed the leases so that it may now assign them. This can be accomplished if the City ratifies the Trust's intended assignment of the leases into the trust and provides written consent of assignment of those leases from the trust to the potential assignee, 4160 & 4170 Aviation Drive, LLC. By doing so, the potential assignee may begin using the two properties without delay and the lease payments will continue uninterrupted for the duration of the underlying lease.

FINANCIAL IMPACT:

There is no expected negative financial outcome. These leases annually provide $10,250 to the Madera Airport, which is supported by enterprise funds. If the City ratifies the intended assignments into the trust and consents to the assignments out of the trust to 4160 & 4170 Aviation Drive, LLC, this will ensure that these properties continue providing a stable source of revenue for the Airport Fund.

ALTERNATIVES:

The City Council could choose not to consent to this assignment, which would entail loss of revenue for the Airport Fund. The City Council could also direct staff to seek another use for these aircraft hangars.

ATTACHMENTS:

1. Resolution
2. Agreements
    a. Assignment, Assumption and Consent to Assignment of Lease Agreement –Airport Property #1 (David L. Berry, December 1, 2005)
    b. Assignment, Assumption and Consent to Assignment of Lease Agreement –Airport Property #2 (David L. Berry, December 1, 2005)
    c. Lease Agreement–Airport Property #1 David L. Berry December 1, 2005
    d. Lease Agreement–Airport Property #2 David L. Berry December 1, 2005

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING PREVIOUSLY INTENDED ASSIGNMENTS AND CONSENTING TO THE CURRENT ASSIGNMENTS AND ASSUMPTIONS OF "LEASE AGREEMENT–AIRPORT PROPERTY #1" AND "LEASE AGREEMENT –AIRPORT PROPERTY #2" FROM THE DAVID AND PATRICIA BERRY LIVING TRUST TO 4160 & 4170 AVIATION DRIVE, LLC.

WHEREAS, the City of Madera ("City") and Mr. David L. Berry were parties to two lease agreements for airport property; and

WHEREAS, Mr. Berry formed David and Patricia Berry Living Trust and attempted to move the leases into the trust without obtaining written consent from the City, after which he died; and

WHEREAS, the David and Patricia Berry Living Trust now wishes to assign the leases to 4160 & 4170 Aviation Drive, LLC, a potential assignee ("Assignee"), and seeks the City's written consent; and

WHEREAS, the potential Assignee is willing to assume the two leases under their existing terms and seeks the City's written consent; and

WHEREAS, the City may choose to ratify the previously-intended assignments to the trust and the current assignments from the trust to the potential Assignee; and

WHEREAS, City staff have reviewed the request and recommend approving the ratification, assignments, and assumptions of the two leases.

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

1. The above recitals are true and correct.
2. The City Council ratifies the previously-intended assignments and consents to the current assignment and assumption of the two leases.
3. The Mayor of the City of Madera is authorized to execute the agreements and all necessary documents to effectuate these assignments on behalf of the City.
4. The resolution is effective immediately upon adoption.

* * * * * * * *

Recording Requested by and
When Recorded Return to:

City of Madera
Madera Municipal Airport
4020 Aviation Drive
Madera, California 93637

(Space Above This Line for Recorder's Office Use Only)

ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF LEASE AGREEMENT – AIRPORT PROPERTY #1 (DAVID L. BERRY, DECEMBER 1, 2005)

This Assignment, Assumption And Consent To Assignment Of Lease Agreement – Airport Property #1 (David L. Berry, December 1, 2005) ("Assignment") is entered into as of this 1st day of May, 2024 ("Effective Date"), by and between Todd Phillips, Jeff Rowland, and King Husein, in their capacities as co-trustees of the David and Patricia Berry Living Trust ("Assignor"), and 4160 & 4170 Aviation Drive LLC, a California limited liability company ("Assignee"), and the City of Madera, a municipal corporation ("City").

RECITALS

A. City and David L. Berry were parties to that certain Lease Agreement – Airport Property #1 (David L. Berry, December 1, 2005) dated December 1, 2005 and recorded February 27, 2006, as Instrument No. 2006008971 of Official Records of Madera County, California (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

B. The Agreement provides for the lease of certain real property and development of the property depicted and legally described in Exhibits "A" and "B" of the Agreement ("Premises"), which is commonly referred to as 4160 Aviation Drive, Madera, California.

C. On December 18, 2015, by and through his execution of the restatement of The David and Patricia Berry Living Trust and pursuant to Section 1.03(a) thereof, David L. Berry transferred his leasehold interest in Airport Property #1 to his revocable living trust, who is the Assignor.

D. Pursuant to Section 11 of the Agreement, Assignor (referred to as "Tenant" in the Agreement) may assign the Agreement to another only upon City's approval of an assignment and assumption agreement.

E. Assignor now desires to transfer to Assignee all of Assignor's interest in the Property, along with all of Assignor's rights and obligations under the Agreement, and Assignor and Assignee desire to obtain City's specific consent to such transfer.

F. Assignor and Assignee hereby represent to City that Assignee shall perform all obligations of Assignor under the Agreement, and that Assignee (i) has the financial strength and capability to perform such obligations and (ii) has sufficient experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

G. Based upon such representation, City wishes to consent to such transfer subject to the terms of this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, Assignor and Assignee agree as follows:

1. Representations. Assignor and Assignee represent and certify the following:

   a. That all of the above recitals are true and correct.

   b. To the best of Assignor's knowledge, no default presently exists under the Agreement and no state of facts exist which would constitute a default under the Agreement.

2. Transfer to Trust. Assignor and City agree that David L. Berry transferred his leasehold interest in Airport Property #1 from himself, as an individual, to his revocable living trust. The City consents to said assignment to Assignor, and ratifies the same. Assignor shall indemnify, defend and hold harmless City from and against any and all claims, demands, actions, losses, costs, and damages incurred by the City due to David L. Berry transferring his leasehold interest in Airport Property #1 from himself, as an individual, to his revocable living trust or the City's ratification thereof.

3. Assignment of Agreement. Assignor hereby assigns, sells, and conveys and otherwise transfers to Assignee all of Assignor's interests, title, rights, and obligations under the Agreement. This assignment shall be effective on the Effective Date, as first written above, provided that City consents thereto as evidenced by its execution of this Assignment in the space set forth below.

4. Assumption of Agreement. Assignee hereby accepts all of Assignor's interests, rights and obligations under the Agreement and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Agreement on, from and after the Effective Date. Assignee acknowledges that (i) it has received a copy of the Agreement and is fully familiar with its terms, and (ii) City has made no representations concerning the Agreement except as expressly provided herein. Assignee

also acknowledges that the term of the Agreement expires December 1, 2045, as set forth in greater detail in Section 2 of the Agreement.

5. Replacement Insurance. Concurrent with execution, Assignee shall provide replacement insurance as required by Section 18 of the Agreement.

6. Full Force and Effect. The parties further agree that, except as specifically provided in this Assignment, the terms of the Agreement shall remain unchanged and in full force and effect.

7. No Effect on Other Agreements. This Assignment is only as to the Agreement identified above, and shall not be construed to affect any obligations or contract involving any other site or location.

8. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Madera County.

9. Due Execution. The person(s) executing this Assignment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Assignment on behalf of said party, (iii) by so executing this Assignment, such party is formally bound to the provisions of this Assignment, and (iv) the entering into this Assignment does not violate any provision of any other agreement to which said party is bound.

(Signatures are on the next page)

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment as of the Effective Date.

ASSIGNOR:

The DAVID AND PATRICIA BERRY LIVING TRUST

*By _____
Todd Phillips, Co-Trustee

Dated: 04.24.2024

*By _____
Jeffrey Rowland, Co-Trustee
Dated: 4/24/2024

*By _____
King Husein, Co-Trustee
Dated: 4/23/2024

ASSIGNEE:

4160 & 4170 AVIATION DRIVE LLC, a California limited liability company

*By _____

Name: _____
Title: _____
Dated: _____

* Notary acknowledgment required for signatures.

(City's Consent to Assignment on next page)

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On April 24, 2024 before me, Kelly Ridenour, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KELLY RIDENOUR
Notary Public - California
Fresno County
Commission # 2421674
My Comm. Expires Oct 16, 2026

Signature Kelly Ridenour (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Madera)

On 4/24/24 before me, Deborah Farakesh, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Todd Phillips
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

DEBORAH FARAKESH
Notary Public - California
Madera County
Commission # 2335847
My Comm. Expires Nov 15, 2024

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Lease Agreement Airport Property #1
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Todd Phillips	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☑ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ACKNOWLEDGEMENT

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

State of California
County of Madera)

On April 23, 2024 before me, Tamera Fox, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

TAMERA FOX
COMM. #2409193
Notary Public · California
Madera County
My Comm. Expires June 27, 2026

Signature Tamera Fox (Seal)

CONSENT TO ASSIGNMENT

City hereby consents to the foregoing assignment to Assignee of Assignor's interests, rights and obligations set forth in the Agreement, and the corresponding acceptance thereof and assumption by Assignee of Assignor's corresponding interests, obligations, terms, covenants, and conditions made under the Agreement subject to all of the terms, covenants, and conditions set forth in this Assignment.

CITY OF MADERA,
a California municipal corporation

*_____
Santos Garcia, Mayor

ATTEST:

_____
Alicia Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____

TITLE OR TYPE OF DOCUMENT

_____

NUMBER OF PAGES

_____

DATE OF DOCUMENT

_____

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

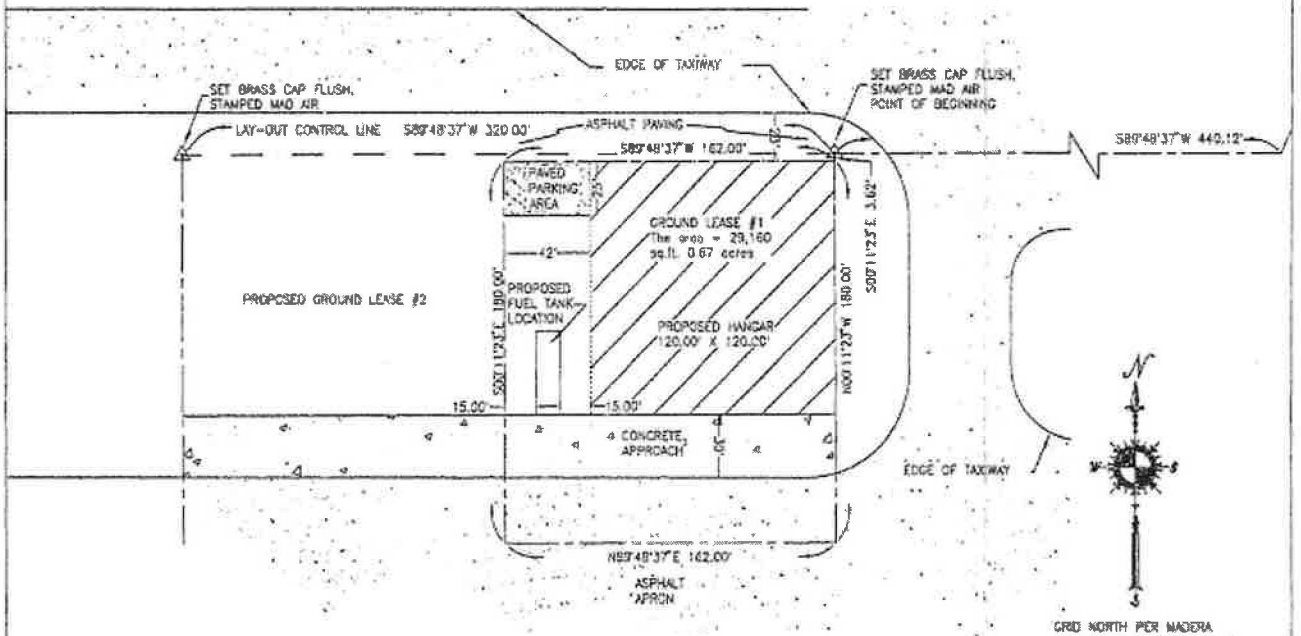
_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT 'A'

DAVID L. BERRY AIRPORT GROUND LEASE #1
NOVEMBER 2005



SURVEY CONTROL DATUM

HORIZONTAL (BASIS OF BEARINGS):
MADERA AIRPORT COORDINATE SYSTEM.

California Construction Surveying
2601 Airport Dr Ste 202
Madera, California 93637
Direct: 559-779-0474
Mbl: 209-761-1027
Fax: 559-354-0107

DATE OF SURVEY	SEPT. 2005
DRAWING PATH	c:\LP\05102
DRAWING NAME	LEASE 1.dwg
DRAWN BY	D. Jordan
REVISION DATE	10/05/05

EXHIBIT "B"
David L. Berry

Airport Ground Lease No. 1 Description

Madera Municipal Airport
City of Madera

Beginning at the Southwest Corner of section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian Basis of Bearing, the south line of said Section 10 as S45°05'03"W; thence N36°27'53"W, a distance of 3258.77 feet; thence S25°35'47"W, a distance of 431.29 feet; thence S89°48'37"W, a distance of 440.12 feet to the Point of Beginning; thence S00°11'23"E, a distance of 3.62 feet being the northeast corner of the Airport Ground Lease No. 1, thence S89°48'37"W, a distance of 162.00 feet; thence S00°11'23"E, a distance of 180.00 feet; thence N89°48'37"E, a distance of 162.00 feet; thence N00°11'23"W, a distance of 180.00 feet to the northeast corner of the Airport Ground Lease No. 1; thence N00°11'23"W, a distance of 3.62 feet to the Point of Beginning.

Containing 0.67 Acres more of less.

Michael J. Anderson
P.L.S 7027

October 5, 2005

Parcel name: David L. Berry GROUND LEASE#1

```
   North: 10924.7725          East : 11361.4482
Line  Course: S 89-48-37 W  Length: 162.00
        North: 10924.2361          East : 11199.4491
Line  Course: S 00-11-23 E  Length: 180.00
        North: 10744.2370          East : 11200.0451
Line  Course: N 89-48-37 E  Length: 162.00
        North: 10744.7735          East : 11362.0443
Line  Course: N 00-11-23 W  Length: 180.00
        North: 10924.7725          East : 11361.4482

   Perimeter: 684.00   Area: 29,160 sq.ft. 0.67 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000                Course: S 90-00-00 E
  Error North: 0.00000                East : 0.00000
Precision  1: 684,000,000.00
```

Recording Requested by and
When Recorded Return to:

City of Madera
Madera Municipal Airport
4020 Aviation Drive
Madera, California 93637

(Space Above This Line for Recorder's Office Use Only)

ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF LEASE AGREEMENT – AIRPORT PROPERTY #2 (DAVID L. BERRY, DECEMBER 1, 2005)

This Assignment, Assumption And Consent To Assignment Of Lease Agreement – Airport Property #2 (David L. Berry, December 1, 2005) ("Assignment") is entered into as of this 1st day of May, 2024 ("Effective Date"), by and between Todd Phillips, Jeff Rowland, and King Husein, in their capacities as co-trustees of the David and Patricia Berry Living Trust ("Assignor"), and 4160 & 4170 Aviation Drive LLC, a California limited liability company ("Assignee"), and the City of Madera, a municipal corporation ("City").

RECITALS

A. City and David L. Berry were parties to that certain Lease Agreement – Airport Property #2 (David L. Berry, December 1, 2005) dated December 1, 2005 and recorded February 27, 2006, as Instrument No. 2006008972 of Official Records of Madera County, California (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

B. The Agreement provides for the lease of certain real property and development of the property depicted and legally described in Exhibits "A" and "B" of the Agreement ("Premises"), which is commonly referred to as 4170 Aviation Drive, Madera, California.

C. On December 18, 2015, by and through his execution of the restatement of The David and Patricia Berry Living Trust and pursuant to Section 1.03(a) thereof, David L. Berry transferred his leasehold interest in Airport Property #2 to his revocable living trust, who is the Assignor.

D. Pursuant to Section 11 of the Agreement, Assignor (referred to as "Tenant" in the Agreement) may assign the Agreement to another only upon City's approval of an assignment and assumption agreement.

E. Assignor now desires to transfer to Assignee all of Assignor's interest in the Property, along with all of Assignor's rights and obligations under the Agreement, and Assignor and Assignee desire to obtain City's specific consent to such transfer.

F. Assignor and Assignee hereby represent to City that Assignee shall perform all obligations of Assignor under the Agreement, and that Assignee (i) has the financial strength and capability to perform such obligations and (ii) has sufficient experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

G. Based upon such representation, City wishes to consent to such transfer subject to the terms of this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, Assignor and Assignee agree as follows:

1. Representations. Assignor and Assignee represent and certify the following:

   a. That all of the above recitals are true and correct.

   b. To the best of Assignor's knowledge, no default presently exists under the Agreement and no state of facts exist which would constitute a default under the Agreement.

2. Transfer to Trust. Assignor and City agree that David L. Berry transferred his leasehold interest in Airport Property #2 from himself, as an individual, to his revocable living trust. The City consents to said assignment to Assignor, and ratifies the same. Assignor shall indemnify, defend and hold harmless City from and against any and all claims, demands, actions, losses, costs, and damages incurred by the City due to David L. Berry transferring his leasehold interest in Airport Property #2 from himself, as an individual, to his revocable living trust or the City's ratification thereof.

3. Assignment of Agreement. Assignor hereby assigns, sells, and conveys and otherwise transfers to Assignee all of Assignor's interests, title, rights, and obligations under the Agreement. This assignment shall be effective on the Effective Date, as first written above, provided that City consents thereto as evidenced by its execution of this Assignment in the space set forth below.

4. Assumption of Agreement. Assignee hereby accepts all of Assignor's interests, rights and obligations under the Agreement and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Agreement on, from and after the Effective Date. Assignee acknowledges that (i) it has received a copy of the Agreement and is fully familiar with its terms, and (ii) City has made no representations concerning the Agreement except as expressly provided herein. Assignee

also acknowledges that the term of the Agreement expires December 1, 2045, as set forth in greater detail in Section 2 of the Agreement.

5. Replacement Insurance. Concurrent with execution, Assignee shall provide replacement insurance as required by Section 18 of the Agreement.

6. Full Force and Effect. The parties further agree that, except as specifically provided in this Assignment, the terms of the Agreement shall remain unchanged and in full force and effect.

7. No Effect on Other Agreements. This Assignment is only as to the Agreement identified above, and shall not be construed to affect any obligations or contract involving any other site or location.

8. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Madera County.

9. Due Execution. The person(s) executing this Assignment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Assignment on behalf of said party, (iii) by so executing this Assignment, such party is formally bound to the provisions of this Assignment, and (iv) the entering into this Assignment does not violate any provision of any other agreement to which said party is bound.

(Signatures are on the next page)

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment as of the Effective Date.

ASSIGNOR:

The DAVID AND PATRICIA BERRY LIVING TRUST

*By _____
Todd Phillips, Co-Trustee

Dated: 04-24-2024

*By _____
Jeffrey Rowland, Co-Trustee
Dated: 4/24/2024

*By _____
King Husain, Co-Trustee
Dated: 4/23/2024

ASSIGNEE:

4160 & 4170 AVIATION DRIVE LLC, a California limited liability company

*By _____

Name: _____
Title: _____
Dated: _____

* Notary acknowledgment required for signatures.

(City's Consent to Assignment on next page)

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On April 24, 2024 before me, Kelly Ridenour, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KELLY RIDENOUR
Notary Public - California
Fresno County
Commission # 2421674
My Comm. Expires Oct 16, 2026

Signature Kelly Ridenour (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Madera)

On 4/24/24 before me, Deborah Farakesh, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Todd Phillips
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

DEBORAH FARAKESH
Notary Public - California
Madera County
Commission # 2335847
My Comm. Expires Nov 15, 2024

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Lease Agreement Airport Property #2
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Todd Phillips	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☑ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ACKNOWLEDGEMENT

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

State of California
County of Madera)

On April 23, 2024 before me, Tamera Fox, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

TAMERA FOX
COMM. #2409193
Notary Public · California
Madera County
My Comm. Expires June 27, 2026

Signature Tamera Fox (Seal)

CONSENT TO ASSIGNMENT

City hereby consents to the foregoing assignment to Assignee of Assignor's interests, rights and obligations set forth in the Agreement, and the corresponding acceptance thereof and assumption by Assignee of Assignor's corresponding interests, obligations, terms, covenants, and conditions made under the Agreement subject to all of the terms, covenants, and conditions set forth in this Assignment.

CITY OF MADERA,
a California municipal corporation

*_____
Santos Garcia, Mayor

ATTEST:

_____
Alicia Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

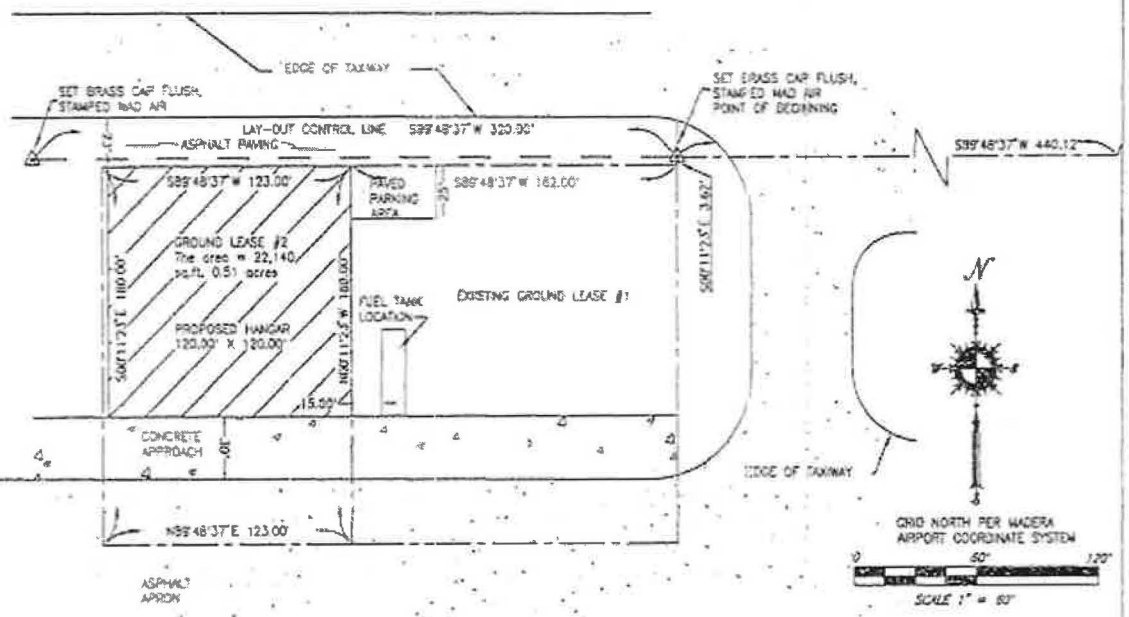
_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT 'A'

DAVID L. BERRY AIRPORT GROUND LEASE #2
NOVEMBER 2005



SURVEY CONTROL DATUM

HORIZONTAL (BASIS OF BEARINGS):
MADERA AIRPORT COORDINATE SYSTEM.

CCS
California Cooperative Surveys
2801 Airport Dr. Ste 202
Madera, California 93637
Client 559-673-5674
Mike 209-761-1027
Fax 559-354-0107

DATE OF SURVEY	SEPT. 2005
DRAWING PATH	c:\LP\05102
DRAWING NAME	LEASE 2.dwg
DRAWN BY	D. Jordan
REVISION DATE	10/05/05

EXHIBIT "B"
David L. Berry

Airport Ground Lease No. 2 Description

Madera Municipal Airport
City of Madera

Beginning at the Southwest Corner of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian Basis of Bearing, the south line of said Section 10 as S45°05'03"W; thence N36°27'53"W, a distance of 3258.77 feet; thence S25°35'47"W, a distance of 431.29 feet; thence S89°48'37"W, a distance of 440.12 feet to the Point of Beginning; thence S00°11'23"E a distance of 3.62 feet; thence S89°48'37"W a distance of 162.00 feet, being the northeast corner of the Airport Ground Lease No. 2; thence continuing S89°48'37"W, a distance of 123.00 feet, thence S00°11'23"E, a distance of 180.00 feet; thence N89°48'37"E, a distance of 123.00 feet; thence N00°11'23"W, a distance of 180.00 feet, to the northeast corner of the Airport Ground Lease No. 2; thence N89°48'37"E, a distance of 162.00 feet; thence N00°11'23"W, a distance of 3.62 feet to the Point of Beginning.

Containing 0.51 Acres more of less.

Michael J. Anderson
P.L.S 7027

October 5, 2005

```
------------------------------------------------------------------------
-----

Parcel name: David L. Berry GROUND LEASE#2

   North: 10924.2363          East : 11199.4491
Line  Course: S 89-48-37 W  Length: 123.00
        North: 10923.8291           East : 11076.4498
Line  Course: S 00-11-23 E  Length: 180.00
        North: 10743.8300           East : 11077.0458
Line  Course: N 89-48-37 E  Length: 123.00
        North: 10744.2373           East : 11200.0451
Line  Course: N 00-11-23 W  Length: 180.00
        North: 10924.2363           East : 11199.4491

   Perimeter: 606.00   Area: 22,140 sq.ft. 0.51 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000                Course: S 90-00-00 E
  Error North: 0.00000                East : 0.00000
Precision  1: 606,000,000.00
```

Recorded in Official Reco Madera County
REBECCA MARTINEZ
Madera County Recorder
CIT Madera City

2/27/2006
9:53 AM
MR

Doc#: 2006008971

Titles: 1 Pages: 27

Fees 85.00
Taxes 231.00 M
Other 0.00
PAID $316.00

RECORDING REQUESTED BY CITY OF MADERA

AFTER RECORDING PLEASE MAIL TO:
City of Madera
Madera Municipal Airport
4020 Aviation Drive
Madera, California 93637

THE UNDERSIGNED GRANTOR DECLARES
DOCUMENTARY TRANSFER TAX IS IS 231.00
X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR
____COMPUTED ON FULL VALUE LESS VALUE OF LIENS OR ENCUMBRANCES REMAINING AT THE TIME OF SALE
____UNINCORPORATED CITY OF Madera

pd.

LEASE AGREEMENT – AIRPORT PROPERTY #1

DAVID L. BERRY **DECEMBER 1, 2005**

THIS LEASE AGREEMENT made and entered into this **First day of December, 2005**, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and DAVID L. BERRY, 413 West Yosemite Avenue, Suite 106, Madera, CA 93637, hereinafter called "TENANT".

W I T N E S S E T H

WHEREAS, CITY is the owner of certain real property situate in the County of Madera, State of California, which is being used for airport purposes; and

WHEREAS, Sections 37389 and 50478 of the Government Code of the State of California authorize a city to lease property owned by it for purposes incidental to aircraft, including construction and maintenance of hangars, service shops and other aircraft facilities; and

WHEREAS, it is the mutual intent and desire of CITY and TENANT to enter into a lease of property at the Madera Municipal Airport in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions hereinafter set forth, the parties hereto agree as follows:

1. Description of Property

CITY hereby leases to TENANT and TENANT hereby leases from CITY on the terms and conditions hereinafter set forth all that portion of City-owned real property situated in the County of Madera, State of California, more particularly described as Exhibits "A" and "B" attached hereto and incorporated herein by reference.

2. Term

Except as provided in Paragraph 5 hereof, the term of this lease agreement shall be for a period of **Forty (40) years** commencing on **December 1, 2005** and terminating **December 1, 2045**, subject to any other provisions for termination provided for herein.

3. Rent

Except as hereinafter provided, the rent for the leased property which TENANT hereby agrees to pay to CITY without deduction or offset at the City Hall, Madera, California, or at such other place or places as may be designated from time to time by CITY is calculated as follows.

Commencing on December 1, 2005, rent shall be the sum of Five Thousand Two hundred Forty Three Dollars ($5,243.00) per year (based on $.18 per square foot per year for 29,160 square feet), payable in monthly installments of $437.00 in advance, until the end of the first five years of this lease agreement. At the end of each five-year period the annual

annual rent shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) calculated by the Federal Government. The CPIU Index was 203.0 for August 2005, and will be the base starting Index number. Said adjustments shall be in an amount equal to the percentage increase of said CPIU. Said rental payments shall not decrease regardless of the CPIU.

4. Use Purposes

TENANT covenants to construct a steel aircraft storage hangar on the leased property as depicted on Exhibit "A", the net dimensions of which shall be one hundred twenty (120) feet wide and one hundred twenty (120) feet deep. TENANT agrees to submit all building plans to the City of Madera Building Division and the Madera Airport Operations Manager for final approval prior to commencement of construction. The hangar shall have a restroom and a sand & grease interceptor constructed inside the hangar walls and plumbed to the sanitary sewer. Other particular areas of concern include but are not limited to building exterior wall-to-property line distance, fuel storage tank-to-property line/building, rain gutters and down-spouts, building foundation, fire protection, building materials to be used, and accumulation, handling, and proper disposal of liquid and solid waste materials associated with the permitted use of the property, asphalt and concrete pavement specifications and preservation of surface drainage patterns and protection of Storm Water Pollution Prevention Plan Measures that are now serving the areas underlying and contiguous with the leased property. If final construction **plans and specifications** for the hangar building and associated asphalt and concrete paving are not completed to the satisfaction of the City and the Airport Operations Manager **within Ninety (90) days** of the execution of this lease agreement, this lease agreement shall be null

and void. If the **concrete floor pad** for the hangar building is not installed **within One Hundred Eighty (180)** days of execution of this lease agreement, this lease agreement shall be null and void. If final construction of the hangar **building and asphalt and concrete pavement areas** are not **completed**, including final construction inspection by the City, **within Three Hundred Sixty Five (365) days** of the execution of this lease agreement, this lease agreement is null and void. Any and all rent paid by TENANT to a null and void date will not be refunded by CITY. Extensions of deadlines stated in this paragraph 4 may be extended at the sole discretion of CITY for delays caused by circumstances beyond the control of TENANT. If an extension of a deadline becomes necessary, TENANT shall submit a written request for such extension to CITY thirty (30) days prior to expiration of the original deadline.

TENANT covenants to occupy the steel hangar building on the property for the sole purpose of aircraft storage, routine service, maintenance and repair of aircraft owned or leased by TENANT. TENANT shall not use or permit said property, or any portion thereof, to be used for the purpose of selling aviation fuels to the public without prior written consent of the CITY. TENANT shall not use or permit the property or any part thereof to be used as a primary operating base/headquarters/main office etc. for a purely non-aeronautical related business or enterprise, nor allow use of such property by employees of such non-aeronautical business, or for the storage of any parts, supplies and equipment related to non-aeronautical business.

During the term of this lease agreement, all improvements constructed on the leased property by TENANT shall be owned by TENANT until expiration of this lease agreement or until earlier termination of this lease agreement as hereinafter provided. TENANT shall not, however, remove any improvements from the leased property, nor waste, destroy or modify any

improvements except as may be permitted by this lease agreement. Ownership and/or disposition of all such improvements upon expiration or sooner termination of the lease agreement shall be as provided for in Paragraph 5 as appropriate.

5. Termination

This lease agreement shall terminate at the end of the term hereof, and TENANT shall have no further right or interest in the leased property or the improvements thereon. The hangar building shall thereupon become the property of the CITY at no cost to the CITY. TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership of the hangar building to CITY. Said hangar building shall be given over to CITY free of any encumbrances, liens, claims or demands of any nature whatsoever. TENANT may install (or remove) a jet fuel bulk storage tank and associated pumping equipment on the property at any point during the term of this agreement. Any such tank and pumping equipment situated on the leased property at the end of term shall become the property of the CITY at no cost to CITY. TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership of the tank and pumping equipment to CITY.

If CITY elects to have all such improvements remain on the property and become the property of CITY at no cost to CITY and TENANT has not defaulted in any of the terms and conditions of this lease agreement, TENANT shall then have the right of first refusal of any such rental agreement for said property and improvements upon the terms and conditions then offered by CITY.

6. Utilities

TENANT shall pay for all water, sewer, gas, heat, light, power, telephone service, waste disposal and all other services supplied to the property, including coordination with the suppliers of said services and pay the cost of installation and maintenance thereof, if any.

7. Concrete and Asphalt Paving. TENANT shall install at his sole cost and expense:

1. Install concrete pavement in the area between the southwest end (the front) of the building pad and the fuel tank area to the edge of the paved apron for the full width of the leasehold (approximately 30 feet by 162 feet), as depicted on Exhibit "A".

2. Install asphalt pavement in the area between the northeast end (the rear) of the building pad and the vehicle parking area to the edge of the paved taxiway for the full width of the leasehold (approximately 23 feet by 162 feet), as depicted on Exhibit "A". **Note. No parking will be allowed in this area.**

3. Install asphalt paving in the area adjacent to the rear northeast corner of the hangar pad (approximately 25 feet by 42 feet), as depicted on Exhibit "A". **This area is to accommodate vehicle parking.**

8. Maintenance of Property and Improvements

TENANT shall, at his sole cost and expense, keep and maintain the property and improvements thereon, if any, regardless of ownership, and all portions thereof, in safe and sanitary order, in good state of repair and shall keep the property clean and free of weeds, debris and other unsightly or unsafe matter including, but not limited to, containers and paraphernalia connected with aircraft operations, maintenance and repair, and shall properly dispose of all debris and other waste matter which may accumulate. TENANT shall provide proper metal containers

with proper covers for the temporary keeping of solid or liquid waste on the property. TENANT agrees to prevent any and all lubricants and cleaning and striping materials from contacting the pavement and storm water runoff system. In connection with TENANT'S permitted use of the property, it is expressly understood and agreed that no aircraft are to be dismantled other than inside the hangar and no outside storage of disassembled aircraft or aircraft parts shall be permitted. TENANT agrees to maintain the property in an acceptable manner as may be required of all other tenants by the Airport Manager. CITY reserves the right to require the paved apron to be cleared of all aircraft for use by others during special events, without compensation to TENANT, including but not necessarily limited to an annual air show and such other special activities as may be determined by the CITY.

9. Compliance with Laws

TENANT agrees that he will not use or permit said property to be used for any unlawful purpose or for any purpose which will injure the reputation of the Madera Municipal Airport of which the property is a part. TENANT shall not commit nor suffer to be committed any waste upon the property, or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant of the Madera Municipal Airport of which the property is a part. TENANT shall, at his sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of Federal, State, County and City governments or other lawful governmental bodies or any of their departments, bureaus or officers having jurisdiction over the property or any of the activities conducted thereon. TENANT agrees to observe and obey during the term of this lease agreement all laws, ordinances, rules and regulations now in effect or promulgated in the future

by CITY and/or by any other proper authority having jurisdiction over the conduct of operations at the Madera Municipal Airport. TENANT shall do all things which may be required of him or be deemed necessary on account of the use by TENANT of said property, and TENANT shall and does agree to pay, at his sole cost and expense, all fines, penalties, damages, costs and expenses that may in any manner arise out of or be imposed because of the failure of TENANT to comply with this paragraph. TENANT shall defend and does hereby agree to save CITY harmless from any damage, injury or loss suffered by reason of any breach by TENANT of this Paragraph 9.

10. Environmental Indemnification by Tenant

TENANT agrees to indemnify, defend by counsel acceptable to CITY and hold CITY, its appointive and elective boards, commissions, officers, employees, volunteers and agents (hereinafter in this Paragraph 10 only referred to collectively as "City Personnel") harmless from and against and in respect of any and all claims, damages (including, without limitation, diminution deficiencies, interest, penalties, attorney's fees and all amounts paid in defense or settlement of the foregoing whether or not arising out of third-party claims, which may be imposed upon or incurred by Landlord or asserted against City Personnel by any other party or parties (including governmental entities), in connection with any environmental conditions or the remediation of any environmental conditions (hereafter discovered), or any environmental noncompliance arising out of, resulting from, or attributable to, the assets, business, or any claims, expenses, losses, liabilities, etc. resulting from the alleged exposure of any person to environmental conditions, regardless of whether such environmental conditions or exposure resulted from activities of TENANT or TENANT'S agents, representatives, employees or

independent contractors, and the breach of any of CITY'S representations and warranties. TENANT'S obligations pursuant to this paragraph shall exist regardless of whether CITY is alleged or held to be strictly or jointly and severally liable.

11. Assignment

TENANT shall not assign this lease agreement or any interest therein, and shall not sublet the premises or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the said property or any portion thereof without the prior written consent of CITY. Consent to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such prior written consent shall be void and shall at the option of CITY terminate this lease agreement. This lease agreement shall not, nor shall any interest therein, be assignable as to TENANT'S interest by operation of law without the prior written consent of CITY. TENANT agrees that in the event all or substantially all of TENANT'S assets are placed in the hands of a receiver or trustee and such receivership or trusteeship continues for a period of thirty (30) days, or should TENANT make an assignment for the benefit of creditors, or be finally adjudicated bankrupt, or should TENANT institute any proceeding under the Bankruptcy Act as the same now exists or any amendment thereof which may hereafter be enacted, or any other act relating to the subject of bankruptcy wherein TENANT seeks to be adjudicated bankrupt, or to be discharged of his debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against TENANT under any such bankruptcy by pleading or default, then this lease agreement or any

interest in and to the property shall not become an asset in any such proceedings, and in any such event and in addition to any and all rights and remedies of CITY hereunder or by law provided, it shall be lawful for CITY to declare the term hereof ended and for CITY to re-enter the property and take possession thereof and remove all persons therefrom, and TENANT shall have no claim thereon or hereunder.

12. Abandonment

TENANT shall not vacate or abandon the property described herein at any time during the term hereof. If TENANT should abandon, vacate or surrender said property or be dispossessed thereof by process of law or otherwise, any personal property belonging to TENANT and left on said property shall be deemed to be abandoned at the option of CITY.

13. Time

Time is of the essence for this lease agreement.

14. Binding on Successors

The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

15. Waiver

The waiver by CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant, or condition of this lease agreement, other than

the failure of tenant to pay the particular rental so accepted, regardless of CITY'S knowledge of such preceding breach at the time of acceptance of such rent.

16. Right of Entry

CITY reserves the right to enter upon the property at a reasonable time for the purpose of making any inspection it may deem expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this lease agreement.

17. Alterations: Removal or Additions

TENANT shall not make or allow to be made any additions or alterations on said property or any part thereof, without approval of CITY of the plans and specifications therefor first had and obtained. Any additions to or alterations of said property except installation of movable furniture and or trade fixtures shall become at once a part of the realty and shall belong to CITY.

TENANT shall keep the property free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event that TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to CITY and, if authorized, completion thereof shall be made to the satisfaction of CITY.

18. Insurance

TENANT shall during the term of this lease agreement carry commercial general liability, aircraft liability and property damage insurance which shall provide coverage for any claim or liability for any injury or damage to any person or property occurring on the property or arising out of or resulting from TENANT'S operations or omissions on said property or at

the Madera Municipal Airport. The policy limits of commercial general liability and aircraft liability shall be not less than Two Million Dollars. Policy limits will be reviewed at five-year intervals and adjusted as required. Such insurance policies shall be in a form which meets with the approval of CITY and shall be underwritten by a company or companies approved by CITY. Said policies shall name the CITY of Madera, its elective and appointive boards, commissions, officers, employees and volunteers as additionally insured, and shall not in any way limit the coverage provided by said policy or policies for injury or damage to the persons or property of CITY, its elective and appointive boards, commissions, officers, employees and volunteers arising or resulting from any wrongful act or omission or negligence on the part of TENANT, his servants and employees. Other insurance of CITY shall not be required to participate with said insurance in the payment of any damages. Said insurance policy, policies or certificates evidencing issuance of the policies required herein shall be filed with the City Clerk concurrently with the execution of this lease agreement and shall include an endorsement precluding cancellation thereof without thirty (30) days prior written notice to the Airport Operations Manager.

TENANT shall, in addition to the insurance above required, provide similar liability insurance coverage during the construction of any and all improvements made by TENANT upon the property and/or pursuant to this lease agreement. Said policy shall remain in full force and effect until the completion of all of said improvements and the acceptance thereof by CITY.

19. Airport Appropriated by Federal Government

In the event that the Madera Municipal Airport or any portion thereof is appropriated by the Federal Government in a national emergency and as a result thereof civil aircraft are prohibited from using said airport, and as a result thereof TENANT is otherwise prohibited by Federal Law, rule or regulation from using and occupying the property, and TENANT for such reason does not use or occupy said property and TENANT is not compensated for damages caused thereby, then during the period in which all such conditions exist the rental herein required to be paid shall be suspended. Except for such suspension or rental, each and every provision, term, covenant and condition of this lease agreement shall remain in force and effect, including, but not by way of limitation, TENANT'S obligation to maintain the property. The terms of this lease agreement shall not be extended because of the occurrence of the above conditions.

20. Taxes

TENANT shall take notice the property interest created herein may be subject to taxation and the party in whom the possessory interest is vested (TENANT) may be subject to payment of property taxes on such interest. TENANT shall be responsible for and shall pay all possessory interest tax which may be assessed or levied, if any, on the property.

21. Hold Harmless Agreement

TENANT agrees to defend and does hereby hold CITY, its appointive and elective boards, officers, commissions and employees, harmless from any and all liability for damages or claims for damages for personal injuries including death to any person or persons as well as from claims for property damage which may arise from TENANT'S

occupation and use of said property or any one or more persons directly employed by or acting as agents for TENANT or as contractors of TENANT. TENANT agrees to and shall defend CITY, its elective and appointive boards, officers, commissions and employees, from any suits or actions at law or in equity for damages caused or alleged to have been caused by reason of the aforesaid operations provided, however, that CITY does not and shall not waive any rights against TENANT which he may have by reason of this hold harmless agreement, by reason of acceptance by CITY or deposit with CITY by TENANT of any insurance policies or certificates of insurance described in Paragraph 18 hereof, and provided further that this hold harmless agreement shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of TENANT'S operations, whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages, and is deemed to include any damages or injuries to CITY, CITY'S property, officers or employees.

22. Use of Airport Facilities

Subject to the terms and conditions stated herein, it is understood and agreed that TENANT shall have the right to use wash racks and other facilities off of the property the same as other users on a first-come, first-serve basis.

23. Breach of Lease Agreement

In the event of any breach of this lease agreement by TENANT, and after the cure period as provided herein below, TENANT is still in breach and it has not been cured, CITY, besides other rights or remedies it may have, shall have the immediate right of re-entry

and may remove all persons and property from the property. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. Should CITY elect to re-enter as herein provided, or should CITY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, CITY may either terminate this lease agreement or may, from time to time, without terminating this lease agreement, re-let said property or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as CITY, in its sole discretion, may deem advisable with the right to make alterations and repairs to the said property. Rentals received by CITY from such re-letting shall be applied first to payment of any indebtedness other than rent due hereunder from TENANT to CITY; second, to payment of rent due and unpaid hereunder; third, to payment of any cost of such re-letting, and fourth, to the payment of the cost of any alterations and repairs to the property. The residue, if any, shall be held by CITY and applied to payment of future rent as the same may become due and payable hereunder. Should such rent received from such re-letting during any period be less than that agreed to be paid during that period by TENANT hereunder, then TENANT shall pay such deficiency to CITY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by CITY shall be construed as an election on its part to terminate this lease for any breach. In addition to any other remedy it may have, CITY may recover from TENANT all damages it may incur by reason of such breach, including the cost of recovering the property and including the worth at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease

agreement for the remainder of the stated term over the then reasonable rental value of the stated term.

The failure or delay by TENANT to perform any term or provision of this lease agreement constitutes a default under this lease agreement. TENANT shall immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy within thirty (30) days from the date written notice of such default is sent to TENANT by CITY. During any period of cure, correction or remedy, TENANT shall not be in default.

CITY shall give written notice of default to TENANT, specifying the default alleged by the CITY. Except as required to protect against further damages, and except as otherwise expressly provided above, the CITY may not institute proceedings against the TENANT in default until thirty (30) calendar days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of the default.

Except as otherwise expressly provided in this lease agreement, any failure or delay by CITY in asserting any of its rights or remedies as to TENANT'S default shall not operate as a waiver of such right or remedies or deprive CITY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Whenever the CITY delivers any notice or demand to the TENANT with respect to any breach or default by the TENANT under this lease agreement, the CITY shall at the same time deliver a copy of such notice or demand to each holder of record of any security

interest authorized by the CITY under this lease agreement. Each such holder shall (insofar as the rights of the CITY are concerned) have the right at its option, within forty-five (45) calendar days after receipt of the notice, to cure or remedy, or to commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing in this lease agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of any building or related improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the TENANT'S obligations to the CITY by written agreement satisfactory to the CITY. In that event, the holder must agree to complete, in the manner provided in this lease agreement, that portion of the Project or related improvements to which the lien or title of such holder relates, and must submit evidence satisfactory to the CITY that it has the qualifications and financial ability to perform such obligations.

24. Airport Restrictions

Its is hereby expressly understood and agreed that this lease agreement is subject to all applicable terms and conditions of that certain instrument of release dated September 7, 1962, executed by the Administrator of the Federal Aviation Agency acting on behalf of the United States of America, recorded September 20, 1962, in Book 839, at page 540, Official Records of Madera County, California, and particularly the following reservations, covenants and conditions, to which TENANT hereby agrees to be bound:

a. "There is hereby reserved to the City of Madera, California, its successors and assigns, for the use and benefit of the public, a right of flight for the passage

of aircraft in the airspace above the property herein leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on Madera Municipal Airport.

b. The TENANT by accepting this lease agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the property leased hereunder above a mean sea level elevation of 348 feet. In the event the aforesaid covenant is breached, the City of Madera, California reserves the right to enter on the property leased hereunder and to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of TENANT.

c. The TENANT by accepting this lease agreement expressly agrees for itself, its successors and assigns, that it will not make use of the property in any manner which might interfere with the landing and taking off of aircraft from said Madera Municipal Airport or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the City of Madera, California, reserves the right to enter on the property leased hereunder and cause the abatement of such interference at the expense of the TENANT.

25. Condemnation Clause

If any part of the property shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease agreement shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that TENANT shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire property at the date of condemnation; provided, however, in such event CITY shall have the option to terminate this lease agreement as of the date when title to the part so condemned vest in the condemnor. If all the property or such part thereof be taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this lease agreement shall thereupon terminate. If a part or all of the property should be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the CITY and TENANT shall have no claim thereto and TENANT hereby irrevocably assigns and transfers to CITY any right to compensation or damages to which TENANT may become entitled during the term hereof by reason of the condemnation of all or a part of the property.

26. Litigation Involving Lease Agreement

In the event that CITY is made a party to any litigation concerning this lease agreement or the property by reason of any act of omission by TENANT, TENANT promises to hold CITY harmless and indemnify CITY from all loss or liability, including reasonable attorney's fees necessarily incurred by CITY in such litigation. The foregoing sentence

shall not apply in the event defense of CITY in any suit is provided for by any insurance carrier. In case suit shall be brought for unlawful detainer of said property, for the recovery of any rental due under the provisions hereof, or because of the breach of any other covenant, term, condition or provision herein contained on the part of TENANT to be kept or performed, and CITY prevails therein, TENANT shall pay to CITY a reasonable attorney's fee which shall be fixed by the Court; provided, however, in the event either party finds it necessary to institute suit for any other purpose in connection with the terms of or the enforcement of this lease agreement, it is agreed that the prevailing party shall collect from the losing party reasonable attorney's fees which shall be fixed by the Court, plus actual costs of suits incurred.

27. Non-Discrimination

TENANT for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof does hereby covenant and agree as a covenant running with the property, that:

a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination;

c. TENANT shall use the property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

d. Notwithstanding any other provisions of this lease agreement, in the event of breach of any of the above non-discrimination covenants, the City of Madera shall have the right to terminate this lease agreement and to re-enter and repossess said property and the facilities thereon, and hold the same as if said lease agreement had never been made or issued.

28..Self-Fueling of Aircraft and On-Site Fuel Storage

TENANT is authorized to self-fuel aircraft that he may own or lease and are stored on the leased premises. TENANT is authorized to install one above-ground aircraft **jet fuel bulk storage tank** on the leased premises the capacity of which shall not exceed 12,500 gallons. TENANT must provide sufficient fuel tank specifications and a tank installation site plan to the City of Madera Building Division to verify that all building and fire code, safety and environmental requirements are met prior to issuance of a tank installation permit. This agreement does not permit **aviation gasoline bulk storage** on the leased premises. Aviation gasoline bulk storage on the premises would require additional written consent of the CITY.

29 Fuel Flowage Fee

In the conduct of self-fueling his aircraft, TENANT shall pay a Fuel Flowage Fee for all aircraft fuel brought onto the Madera Municipal Airport in bulk quantities. The flowage fee shall be in accordance with the current City Council Resolution...."Establishing rates and charges for use of facilities and maintenance of activities at Madera Airport...." City Council Resolution #05-63 effective March 16, 2005, establishes the starting fuel flowage fee of $.06 per gallon for this agreement. TENANT shall provide the Airport Operations Manager with copies of all bulk fuel delivery invoices within five days of TENANTS receipt of such invoices from the fuel provider. Flowage fees will be verified by the City of Madera Finance Department and added to TENANT'S next monthly ground rent billing.

Effective the day and year first above written.

CITY OF MADERA
a Municipal Corporation of
the State of California

MAYOR Gordon E. Skeels

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

ATTEST:

CITY CLERK Sonia Alvarez

APPROVED AS TO FORM:

CITY ATTORNEY Joseph A. Soldani

TENANT:

11-15-5

DAVID L. BERRY

STATE OF CALIFORNIA)
)
COUNTY OF MADERA)

On the 18th day of Nov., 2005, before me, Sonia Alvarez, City Clerk of the City of Madera, personally appeared Gordon E. Skeels personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SONIA ALVAREZ, City Clerk
City of Madera

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

State of California

County of Madera

On 11/15/05 (DATE) before me, Betty J. Beaird, Notary Public (NAME/TITLE OF OFFICER-i.e."JANE DOE, NOTARY PUBLIC")

personally appeared David L. Berry (NAME(S) OF SIGNER(S))

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

SRS2 BETTY J. BEAIRD COMM. #1348377 NOTARY PUBLIC-CALIFORNIA MADERA COUNTY My Comm. Exp. March 26, 2006 SRS2

Witness my hand and official seal.

(SEAL)

Betty J. Beaird
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____
OFFICER(S) _____ (TITLES)
☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies)

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____
OFFICER(S) _____ (TITLES)
☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☒TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Lease Agreement - Airport Property #1

Number of Pages _____ Date of Document _____

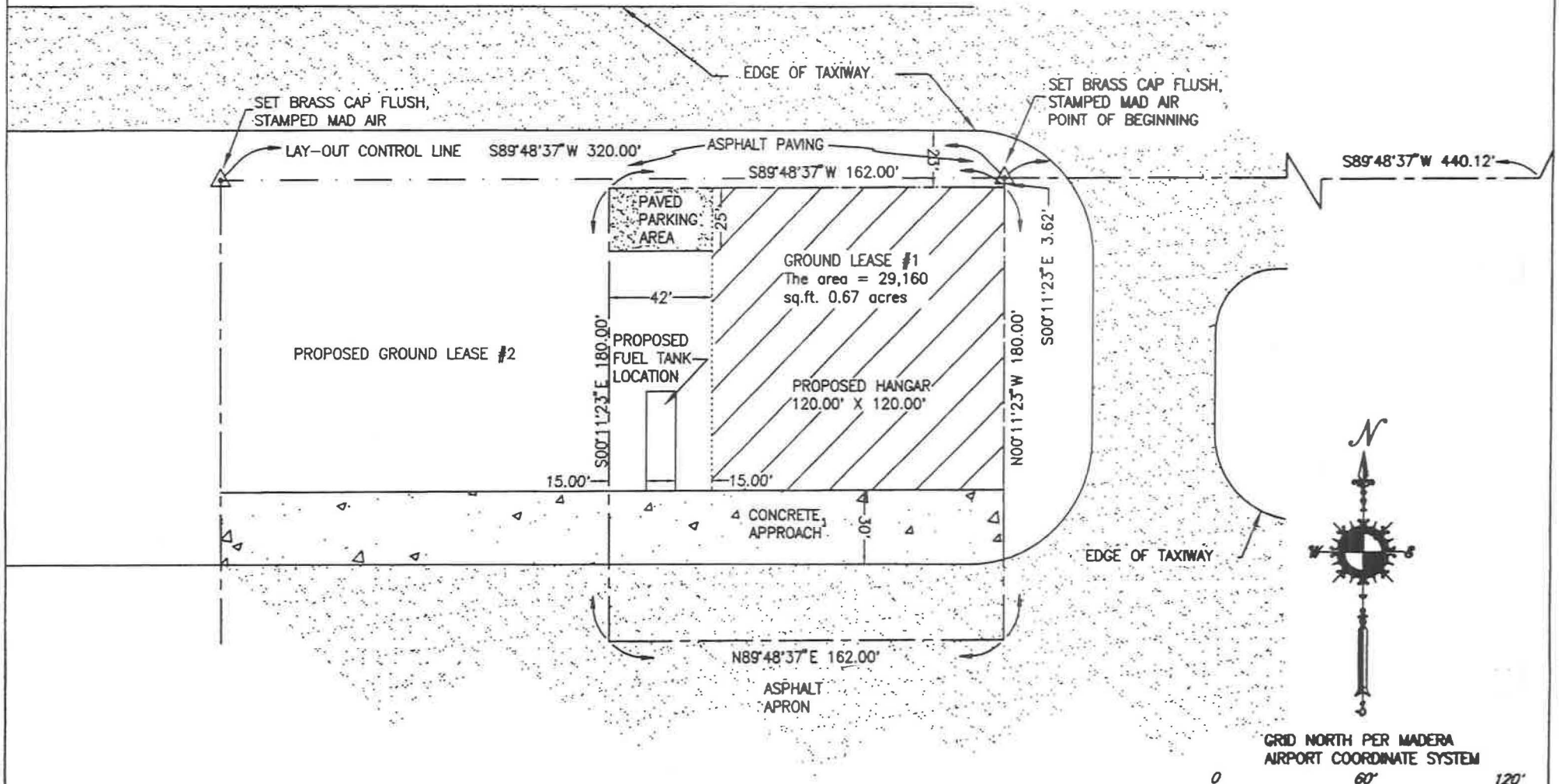
Signer(s) Other Than Named Above _____

WOLCOTTS FORM 63240 Rev. 3-94 (price class 8-2A) ©1994 WOLCOTTS FORMS, INC.
ALL PURPOSE ACKNOWLEDGMENT WITH SIGNER CAPACITY/REPRESENTATION/TWO FINGERPRINTS

7 67775 63240 8

EXHIBIT 'A'

DAVID L. BERRY AIRPORT GROUND LEASE #1
NOVEMBER 2005



SURVEY CONTROL DATUM

HORIZONTAL (BASIS OF BEARINGS):
MADERA AIRPORT COORDINATE SYSTEM.

California Construction Surveying

2801 Airport Dr. Ste. 202
Madera, California 93637

David: 559-779-9474
Mike: 209-761-1027
Fax: 559-354-0107

www.ccsurveying.net

DATE OF SURVEY	SEPT. 2005
DRAWING PATH	c\LP\05102
DRAWING NAME	LEASE 1 .dwg
DRAWN BY	D. Jordan
REVISION DATE	10/05/05

EXHIBIT "B"
David L. Berry

Airport Ground Lease No. 1 Description

Madera Municipal Airport
City of Madera

Beginning at the Southwest Corner of section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian Basis of Bearing, the south line of said Section 10 as S45°05'03"W; thence N36°27'53"W, a distance of 3258.77 feet; thence S25°35'47"W, a distance of 431.29 feet; thence S89°48'37"W, a distance of 440.12 feet to the Point of Beginning; thence S00°11'23"E, a distance of 3.62 feet being the northeast corner of the Airport Ground Lease No. 1, thence S89°48'37"W, a distance of 162.00 feet; thence S00°11'23"E, a distance of 180.00 feet; thence N89°48'37"E, a distance of 162.00 feet; thence N00°11'23"W, a distance of 180.00 feet to the northeast corner of the Airport Ground Lease No. 1; thence N00°11'23"W, a distance of 3.62 feet to the Point of Beginning.

Containing 0.67 Acres more of less.

Michael J. Anderson
P.L.S 7027

October 5, 2005
\\Ccs-server\c\LP\05102 Madera Airport Lease Desc\05102 Ground Lease 1 Desc.doc



Parcel name: David L. Berry GROUND LEASE#1

```
   North: 10924.7725          East : 11361.4482
Line  Course: S 89-48-37 W  Length: 162.00
        North: 10924.2361           East : 11199.4491
Line  Course: S 00-11-23 E  Length: 180.00
        North: 10744.2370           East : 11200.0451
Line  Course: N 89-48-37 E  Length: 162.00
        North: 10744.7735           East : 11362.0443
Line  Course: N 00-11-23 W  Length: 180.00
        North: 10924.7725           East : 11361.4482

   Perimeter: 684.00   Area: 29,160 sq.ft. 0.67 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000                Course: S 90-00-00 E
  Error North: 0.00000                East : 0.00000
Precision  1: 684,000,000.00
```

Recorded In Official Recor... Madera County
REBECCA MARTINEZ
Madera County Recorder
CIT Madera City

2/27/2006
9:53 AM
MR

Doc#: 2006008972

Titles: 1 Pages: 26

Fees 82.00
Taxes 175.45 M
Other 0.00
PAID $257.45

RECORDING REQUESTED BY CITY OF MADERA

AFTER RECORDING PLEASE MAIL TO:
City of Madera
Madera Municipal Airport
4020 Aviation Drive
Madera, California 93637

pd.

THE UNDERSIGNED GRANTOR DECLARES
DOCUMENTARY TRANSFER TAX IS IS 175.45
X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR
____ COMPUTED ON FULL VALUE LESS VALUE OF LIENS OR ENCUMBRANCES REMAINING AT THE TIME OF SALE
____ UNINCORPORATED CITY OF Madera

LEASE AGREEMENT – AIRPORT PROPERTY #2

DAVID L. BERRY **DECEMBER 1, 2005**

THIS LEASE AGREEMENT made and entered into this **First day of December, 2005**, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and DAVID L. BERRY, 413 West Yosemite Avenue, Suite 106, Madera, CA 93637, hereinafter called "TENANT".

W I T N E S S E T H

WHEREAS, CITY is the owner of certain real property situate in the County of Madera, State of California, which is being used for airport purposes; and

WHEREAS, Sections 37389 and 50478 of the Government Code of the State of California authorize a city to lease property owned by it for purposes incidental to aircraft, including construction and maintenance of hangars, service shops and other aircraft facilities; and

RECEIVED
NOV 03 2005
BERRY CONTRUCTION

WHEREAS, it is the mutual intent and desire of CITY and TENANT to enter into a lease of property at the Madera Municipal Airport in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions hereinafter set forth, the parties hereto agree as follows:

1. Description of Property

CITY hereby leases to TENANT and TENANT hereby leases from CITY on the terms and conditions hereinafter set forth all that portion of City-owned real property situated in the County of Madera, State of California, more particularly described as Exhibits "A" and "B" attached hereto and incorporated herein by reference.

2. Term

Except as provided in Paragraph 5 hereof, the term of this lease agreement shall be for a period of **Forty (40) years** commencing on **December 1, 2005** and terminating **December 1, 2045**, subject to any other provisions for termination provided for herein.

3. Rent

Except as hereinafter provided, the rent for the leased property which TENANT hereby agrees to pay to CITY without deduction or offset at the City Hall, Madera, California, or at such other place or places as may be designated from time to time by CITY is calculated as follows.

Commencing on December 1, 2005, rent shall be the sum of Three Thousand Nine Hundred Eighty Five Dollars ($3,985.00) per year (based on $.18 per square foot per year for 22,140 square feet), payable in monthly installments of $332.00 in advance, until the end of the first five years of this lease agreement. At the end of each five-year period the

annual rent shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) calculated by the Federal Government. The CPIU Index was 203.0 for August 2005, and will be the base starting Index number. Said adjustments shall be in an amount equal to the percentage increase of said CPIU. Said rental payments shall not decrease regardless of the CPIU.

4. Use Purposes

TENANT covenants to construct a steel aircraft storage hangar on the leased property as depicted on Exhibit "A", the net dimensions of which shall be one hundred twenty (120) feet wide and one hundred twenty (120) feet deep. TENANT agrees to submit all building plans to the City of Madera Building Division and the Madera Airport Operations Manager for final approval prior to commencement of construction. The hangar shall have a restroom and a sand & grease interceptor constructed inside the hangar walls and plumbed to the sanitary sewer. Other particular areas of concern include but are not limited to building exterior wall-to-property line distance, fuel storage tank-to-property line/building, rain gutters and down-spouts, building foundation, fire protection, building materials to be used, and accumulation, handling, and proper disposal of liquid and solid waste materials associated with the permitted use of the property, asphalt and concrete pavement specifications and preservation of surface drainage patterns and protection of Storm Water Pollution Prevention Plan Measures that are now serving the areas underlying and contiguous with the leased property. If final construction **plans and specifications** for the hangar building and associated asphalt and concrete paving are not completed to the satisfaction of the City and the Airport Operations Manager **within Ninety (90) days** of the execution of this lease agreement, this lease agreement shall be null

and void. If the **concrete floor pad** for the hangar building is not installed **within Two Hundred Seventy (270)** days of execution of this lease agreement, this lease agreement shall be null and void. If final construction of the hangar **building and asphalt and concrete pavement areas** is not **completed**, including final construction inspection by the City, **within Fifteen Months** of the execution of this lease agreement, this lease agreement is null and void. Any and all rent paid by TENANT to a null and void date will not be refunded by CITY. Extensions of deadlines stated in this paragraph 4 may be extended at the sole discretion of CITY for delays caused by circumstances beyond the control of TENANT. If an extension of a deadline becomes necessary, TENANT shall submit a written request for such extension to CITY thirty (30) days prior to expiration of the original deadline.

TENANT covenants to occupy the steel hangar building on the property for the sole purpose of aircraft storage, routine service, maintenance and repair of aircraft owned or leased by TENANT. TENANT shall not use or permit said property, or any portion thereof, to be used for the purpose of selling aviation fuels to the public without prior written consent of the CITY. TENANT shall not use or permit the property or any part thereof to be used as a primary operating base/headquarters/main office etc. for a purely non-aeronautical related business or enterprise, nor allow use of such property by employees of such non-aeronautical business, or for the storage of any parts, supplies and equipment related to non-aeronautical business.

During the term of this lease agreement, all improvements constructed on the leased property by TENANT shall be owned by TENANT until expiration of this lease agreement or until earlier termination of this lease agreement as hereinafter provided. TENANT shall not, however, remove any improvements from the leased property, nor waste, destroy or modify any

improvements except as may be permitted by this lease agreement. Ownership and/or disposition of all such improvements upon expiration or sooner termination of the lease agreement shall be as provided for in Paragraph 5 as appropriate.

5. Termination

This lease agreement shall terminate at the end of the term hereof, and TENANT shall have no further right or interest in the leased property or the improvements thereon. The hangar building shall thereupon become the property of the CITY at no cost to the CITY. TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership of the hangar building to CITY. Said hangar building shall be given over to CITY free of any encumbrances, liens, claims or demands of any nature whatsoever.

If CITY elects to have all such improvements remain on the property and become the property of CITY at no cost to CITY and TENANT has not defaulted in any of the terms and conditions of this lease agreement, TENANT shall then have the right of first refusal of any such rental agreement for said property and improvements upon the terms and conditions then offered by CITY.

6. Utilities

TENANT shall pay for all water, sewer, gas, heat, light, power, telephone service, waste disposal and all other services supplied to the property, including coordination with the suppliers of said services and pay the cost of installation and maintenance thereof, if any.

7. Concrete and Asphalt Paving. TENANT shall install at his sole cost and expense:

1. Install concrete pavement in the area between the southwest end (the front) of the concrete building pad and the paved apron for the full width of the leasehold (approximately 30 feet by 120 feet), as depicted on Exhibit "A".

2. Install asphalt pavement in the area between the northeast end (the rear) of the building pad and the edge of the paved taxiway for the full width of the leasehold (approximately 23 feet by 123 feet). **Note. No parking will be allowed in this area.**

8. Maintenance of Property and Improvements

TENANT shall, at his sole cost and expense, keep and maintain the property and improvements thereon, if any, regardless of ownership, and all portions thereof, in safe and sanitary order, in good state of repair and shall keep the property clean and free of weeds, debris and other unsightly or unsafe matter including, but not limited to, containers and paraphernalia connected with aircraft operations, maintenance and repair, and shall properly dispose of all debris and other waste matter which may accumulate. TENANT shall provide proper metal containers with proper covers for the temporary keeping of solid or liquid waste on the property. TENANT agrees to prevent any and all lubricants and cleaning and striping materials from contacting the pavement and storm water runoff system. In connection with TENANT'S permitted use of the property, it is expressly understood and agreed that no aircraft are to be dismantled other than inside the hangar and no outside storage of disassembled aircraft or aircraft parts shall be permitted. TENANT agrees to maintain the property in an acceptable manner as may be required of all other tenants by the Airport Manager. CITY reserves the right to require the ramp area to be cleared of all aircraft for use by others during special events,

without compensation to TENANT, including but not necessarily limited to an annual air show and such other special activities as may be determined by the CITY.

9. Compliance with Laws

TENANT agrees that he will not use or permit said property to be used for any unlawful purpose or for any purpose which will injure the reputation of the Madera Municipal Airport of which the property is a part. TENANT shall not commit nor suffer to be committed any waste upon the property, or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant of the Madera Municipal Airport of which the property is a part. TENANT shall, at his sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of Federal, State, County and City governments or other lawful governmental bodies or any of their departments, bureaus or officers having jurisdiction over the property or any of the activities conducted thereon. TENANT agrees to observe and obey during the term of this lease agreement all laws, ordinances, rules and regulations now in effect or promulgated in the future by CITY and/or by any other proper authority having jurisdiction over the conduct of operations at the Madera Municipal Airport. TENANT shall do all things which may be required of him or be deemed necessary on account of the use by TENANT of said property, and TENANT shall and does agree to pay, at his sole cost and expense, all fines, penalties, damages, costs and expenses that may in any manner arise out of or be imposed because of the failure of TENANT to comply with this paragraph. TENANT shall defend and does hereby agree to save CITY harmless from any damage, injury or loss suffered by reason of any breach by TENANT of this Paragraph 9.

10. Environmental Indemnification by Tenant

TENANT agrees to indemnify, defend by counsel acceptable to CITY and hold CITY, its appointive and elective boards, commissions, officers, employees, volunteers and agents (hereinafter in this Paragraph 10 only referred to collectively as "City Personnel") harmless from and against and in respect of any and all claims, damages (including, without limitation, diminution deficiencies, interest, penalties, attorney's fees and all amounts paid in defense or settlement of the foregoing whether or not arising out of third-party claims, which may be imposed upon or incurred by Landlord or asserted against City Personnel by any other party or parties (including governmental entities), in connection with any environmental conditions or the remediation of any environmental conditions (hereafter discovered), or any environmental noncompliance arising out of, resulting from, or attributable to, the assets, business, or any claims, expenses, losses, liabilities, etc. resulting from the alleged exposure of any person to environmental conditions, regardless of whether such environmental conditions or exposure resulted from activities of TENANT or TENANT'S agents, representatives, employees or independent contractors, and the breach of any of CITY'S representations and warranties. TENANT'S obligations pursuant to this paragraph shall exist regardless of whether CITY is alleged or held to be strictly or jointly and severally liable.

11. Assignment

TENANT shall not assign this lease agreement or any interest therein, and shall not sublet the premises or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the said property or any portion thereof without the prior written consent of CITY. Consent to one assignment,

subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such prior written consent shall be void and shall at the option of CITY terminate this lease agreement. This lease agreement shall not, nor shall any interest therein, be assignable as to TENANT'S interest by operation of law without the prior written consent of CITY. TENANT agrees that in the event all or substantially all of TENANT'S assets are placed in the hands of a receiver or trustee and such receivership or trusteeship continues for a period of thirty (30) days, or should TENANT make an assignment for the benefit of creditors, or be finally adjudicated bankrupt, or should TENANT institute any proceeding under the Bankruptcy Act as the same now exists or any amendment thereof which may hereafter be enacted, or any other act relating to the subject of bankruptcy wherein TENANT seeks to be adjudicated bankrupt, or to be discharged of his debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against TENANT under any such bankruptcy by pleading or default, then this lease agreement or any interest in and to the property shall not become an asset in any such proceedings, and in any such event and in addition to any and all rights and remedies of CITY hereunder or by law provided, it shall be lawful for CITY to declare the term hereof ended and for CITY to re-enter the property and take possession thereof and remove all persons therefrom, and TENANT shall have no claim thereon or hereunder.

12. Abandonment

TENANT shall not vacate or abandon the property described herein at any time during the term hereof. If TENANT should abandon, vacate or surrender said property or be dispossessed

thereof by process of law or otherwise, any personal property belonging to TENANT and left on said property shall be deemed to be abandoned at the option of CITY.

13. Time

Time is of the essence for this lease agreement.

14. Binding on Successors

The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

15. Waiver

The waiver by CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant, or condition of this lease agreement, other than the failure of tenant to pay the particular rental so accepted, regardless of CITY'S knowledge of such preceding breach at the time of acceptance of such rent.

16. Right of Entry

CITY reserves the right to enter upon the property at a reasonable time for the purpose of making any inspection it may deem expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this lease agreement.

17. Alterations: Removal or Additions

TENANT shall not make or allow to be made any additions or alterations on said property or any part thereof, without approval of CITY of the plans and specifications therefor first had and obtained. Any additions to or alterations of said property except installation of movable furniture and or trade fixtures shall become at once a part of the realty and shall belong to CITY.

TENANT shall keep the property free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event that TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to CITY and, if authorized, completion thereof shall be made to the satisfaction of CITY.

18. Insurance

TENANT shall during the term of this lease agreement carry commercial general liability, aircraft liability and property damage insurance which shall provide coverage for any claim or liability for any injury or damage to any person or property occurring on the property or arising out of or resulting from TENANT'S operations or omissions on said property or at the Madera Municipal Airport. The policy limits of commercial general liability and aircraft liability shall be not less than Two Million Dollars. Policy limits will be reviewed at five-year intervals and adjusted as required. Such insurance policies shall be in a form which meets with the approval of CITY and shall be underwritten by a company or companies approved by CITY. Said policies shall name the CITY of Madera, its elective and appointive boards, commissions, officers, employees and volunteers as additionally

insured, and shall not in any way limit the coverage provided by said policy or policies for injury or damage to the persons or property of CITY, its elective and appointive boards, commissions, officers, employees and volunteers arising or resulting from any wrongful act or omission or negligence on the part of TENANT, his servants and employees. Other insurance of CITY shall not be required to participate with said insurance in the payment of any damages. Said insurance policy, policies or certificates evidencing issuance of the policies required herein shall be filed with the City Clerk concurrently with the execution of this lease agreement and shall include an endorsement precluding cancellation thereof without thirty (30) days prior written notice to the Airport Operations Manager.

TENANT shall, in addition to the insurance above required, provide similar liability insurance coverage during the construction of any and all improvements made by TENANT upon the property and/or pursuant to this lease agreement. Said policy shall remain in full force and effect until the completion of all of said improvements and the acceptance thereof by CITY.

19. Airport Appropriated by Federal Government

In the event that the Madera Municipal Airport or any portion thereof is appropriated by the Federal Government in a national emergency and as a result thereof civil aircraft are prohibited from using said airport, and as a result thereof TENANT is otherwise prohibited by Federal Law, rule or regulation from using and occupying the property, and TENANT for such reason does not use or occupy said property and TENANT is not compensated for damages caused thereby, then during the period in which all such conditions exist the rental herein required to be paid shall be suspended. Except for such suspension or rental, each

and every provision, term, covenant and condition of this lease agreement shall remain in force and effect, including, but not by way of limitation, TENANT'S obligation to maintain the property. The terms of this lease agreement shall not be extended because of the occurrence of the above conditions.

20. Taxes

TENANT shall take notice the property interest created herein may be subject to taxation and the party in whom the possessory interest is vested (TENANT) may be subject to payment of property taxes on such interest. TENANT shall be responsible for and shall pay all possessory interest tax which may be assessed or levied, if any, on the property.

21. Hold Harmless Agreement

TENANT agrees to defend and does hereby hold CITY, its appointive and elective boards, officers, commissions and employees, harmless from any and all liability for damages or claims for damages for personal injuries including death to any person or persons as well as from claims for property damage which may arise from TENANT'S occupation and use of said property or any one or more persons directly employed by or acting as agents for TENANT or as contractors of TENANT. TENANT agrees to and shall defend CITY, its elective and appointive boards, officers, commissions and employees, from any suits or actions at law or in equity for damages caused or alleged to have been caused by reason of the aforesaid operations provided, however, that CITY does not and shall not waive any rights against TENANT which he may have by reason of this hold harmless agreement, by reason of acceptance by CITY or deposit with CITY by TENANT of any insurance policies or certificates of insurance described in Paragraph

18 hereof, and provided further that this hold harmless agreement shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of TENANT'S operations, whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages, and is deemed to include any damages or injuries to CITY, CITY'S property, officers or employees.

22. Use of Airport Facilities

Subject to the terms and conditions stated herein, it is understood and agreed that TENANT shall have the right to use wash racks and other facilities off of the property the same as other users on a first-come, first-serve basis.

23. Breach of Lease Agreement

In the event of any breach of this lease agreement by TENANT, and after the cure period as provided herein below, TENANT is still in breach and it has not been cured, CITY, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the property. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. Should CITY elect to re-enter as herein provided, or should CITY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, CITY may either terminate this lease agreement or may, from time to time, without terminating this lease agreement, re-let said property or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as CITY, in its sole discretion, may deem advisable with the right to make alterations and repairs to

the said property. Rentals received by CITY from such re-letting shall be applied first to payment of any indebtedness other than rent due hereunder from TENANT to CITY; second, to payment of rent due and unpaid hereunder; third, to payment of any cost of such re-letting, and fourth, to the payment of the cost of any alterations and repairs to the property. The residue, if any, shall be held by CITY and applied to payment of future rent as the same may become due and payable hereunder. Should such rent received from such re-letting during any period be less than that agreed to be paid during that period by TENANT hereunder, then TENANT shall pay such deficiency to CITY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by CITY shall be construed as an election on its part to terminate this lease for any breach. In addition to any other remedy it may have, CITY may recover from TENANT all damages it may incur by reason of such breach, including the cost of recovering the property and including the worth at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease agreement for the remainder of the stated term over the then reasonable rental value of the stated term.

The failure or delay by TENANT to perform any term or provision of this lease agreement constitutes a default under this lease agreement. TENANT shall immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy within thirty (30) days from the date written notice of such default is sent to TENANT by CITY. During any period of cure, correction or remedy, TENANT shall not be in default.

CITY shall give written notice of default to TENANT, specifying the default alleged by the CITY. Except as required to protect against further damages, and except as otherwise expressly provided above, the CITY may not institute proceedings against the TENANT in default until thirty (30) calendar days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of the default.

Except as otherwise expressly provided in this lease agreement, any failure or delay by CITY in asserting any of its rights or remedies as to TENANT'S default shall not operate as a waiver of such right or remedies or deprive CITY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Whenever the CITY delivers any notice or demand to the TENANT with respect to any breach or default by the TENANT under this lease agreement, the CITY shall at the same time deliver a copy of such notice or demand to each holder of record of any security interest authorized by the CITY under this lease agreement. Each such holder shall (insofar as the rights of the CITY are concerned) have the right at its option, within forty-five (45) calendar days after receipt of the notice, to cure or remedy, or to commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing in this lease agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of any building or related improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly

assumed the TENANT'S obligations to the CITY by written agreement satisfactory to the CITY. In that event, the holder must agree to complete, in the manner provided in this lease agreement, that portion of the Project or related improvements to which the lien or title of such holder relates, and must submit evidence satisfactory to the CITY that it has the qualifications and financial ability to perform such obligations.

24. Airport Restrictions

Its is hereby expressly understood and agreed that this lease agreement is subject to all applicable terms and conditions of that certain instrument of release dated September 7, 1962, executed by the Administrator of the Federal Aviation Agency acting on behalf of the United States of America, recorded September 20, 1962, in Book 839, at page 540, Official Records of Madera County, California, and particularly the following reservations, covenants and conditions, to which TENANT hereby agrees to be bound:

a. "There is hereby reserved to the City of Madera, California, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the property herein leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on Madera Municipal Airport.

b. The TENANT by accepting this lease agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the property leased

hereunder above a mean sea level elevation of 348 feet. In the event the aforesaid covenant is breached, the City of Madera, California reserves the right to enter on the property leased hereunder and to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of TENANT.

c. The TENANT by accepting this lease agreement expressly agrees for itself, its successors and assigns, that it will not make use of the property in any manner which might interfere with the landing and taking off of aircraft from said Madera Municipal Airport or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the City of Madera, California, reserves the right to enter on the property leased hereunder and cause the abatement of such interference at the expense of the TENANT.

25. Condemnation Clause

If any part of the property shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease agreement shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that TENANT shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire property at the date of condemnation; provided, however, in such event CITY shall have the option to terminate this lease agreement as of the date when title to the part so condemned vest in the condemnor. If all the property, or such part thereof be taken or condemned so that

there does not remain a portion susceptible of occupation hereunder, this lease agreement shall thereupon terminate. If a part or all of the property should be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the CITY and TENANT shall have no claim thereto and TENANT hereby irrevocably assigns and transfers to CITY any right to compensation or damages to which TENANT may become entitled during the term hereof by reason of the condemnation of all or a part of the property.

26. Litigation Involving Lease Agreement

In the event that CITY is made a party to any litigation concerning this lease agreement or the property by reason of any act of omission by TENANT, TENANT promises to hold CITY harmless and indemnify CITY from all loss or liability, including reasonable attorney's fees necessarily incurred by CITY in such litigation. The foregoing sentence shall not apply in the event defense of CITY in any suit is provided for by any insurance carrier. In case suit shall be brought for unlawful detainer of said property, for the recovery of any rental due under the provisions hereof, or because of the breach of any other covenant, term, condition or provision herein contained on the part of TENANT to be kept or performed, and CITY prevails therein, TENANT shall pay to CITY a reasonable attorney's fee which shall be fixed by the Court; provided, however, in the event either party finds it necessary to institute suit for any other purpose in connection with the terms of or the enforcement of this lease agreement, it is agreed that the prevailing party shall collect from the losing party reasonable attorney's fees which shall be fixed by the Court, plus actual costs of suits incurred.

27. Non-Discrimination

TENANT for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof does hereby covenant and agree as a covenant running with the property, that:

a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination;

c. TENANT shall use the property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

d. Notwithstanding any other provisions of this lease agreement, in the event of breach of any of the above non-discrimination covenants, the City of Madera shall have the right to terminate this lease agreement and to re-enter and repossess said property and the facilities thereon, and hold the same as if said lease agreement had never been made or issued.

28..Self-Fueling of Aircraft and Fuel Flowage Fee

TENANT is authorized to self-fuel aircraft that he may own or lease and are stored on the leased premises.

In the conduct of self-fueling his aircraft, TENANT shall pay a Fuel Flowage Fee for all aircraft fuel brought onto the Madera Municipal Airport in bulk quantities. The flowage fee shall be in accordance with the current City Council Resolution...."Establishing rates and charges for use of facilities and maintenance of activities at Madera Airport...." City Council Resolution #05-63 effective March 16, 2005, establishes the starting fuel flowage fee of $.06 per gallon for this agreement. TENANT shall provide the Airport Operations Manager with copies of all bulk fuel delivery invoices within five days of TENANTS receipt of such invoices from the fuel provider. Flowage fees will be verified by the City of Madera Finance Department and added to TENANT'S next monthly ground rent billing.

Effective the day and year first above written.

CITY OF MADERA
a Municipal Corporation of
the State of California

MAYOR Gordon E. Skeels

ATTEST:

CITY CLERK Sonia Alvarez

APPROVED AS TO FORM:

CITY ATTORNEY Joseph A. Soldani

TENANT:

11-15-5

DAVID L. BERRY

STATE OF CALIFORNIA)
)
COUNTY OF MADERA)

On the 18th day of Nov. 2005, before me, Sonia Alvarez, City Clerk of the City of Madera, personally appeared Gordon E. Skeels personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SONIA ALVAREZ, City Clerk
City of Madera

State of California

County of Madera

On 11/15/05 (DATE) before me, Betty J. Beaird, Notary Public (NAME/TITLE OF OFFICER-i.e."JANE DOE, NOTARY PUBLIC")

personally appeared David L. Berry (NAME(S) OF SIGNER(S))

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

SRS2 BETTY J. BEAIRD COMM. #1348377 NOTARY PUBLIC-CALIFORNIA MADERA COUNTY My Comm. Exp. March 26, 2006 SRS2

Witness my hand and official seal.

(SEAL)

Betty J. Beaird
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____
OFFICER(S) _____ (TITLES)
☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies)

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)
☐INDIVIDUAL(S)
☐CORPORATE _____
OFFICER(S) _____ (TITLES)
☐PARTNER(S) ☐LIMITED ☐GENERAL
☐ATTORNEY IN FACT
☐TRUSTEE(S)
☐GUARDIAN/CONSERVATOR
☐OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Lease Agreement - Airport Property #2

Number of Pages _____ Date of Document _____

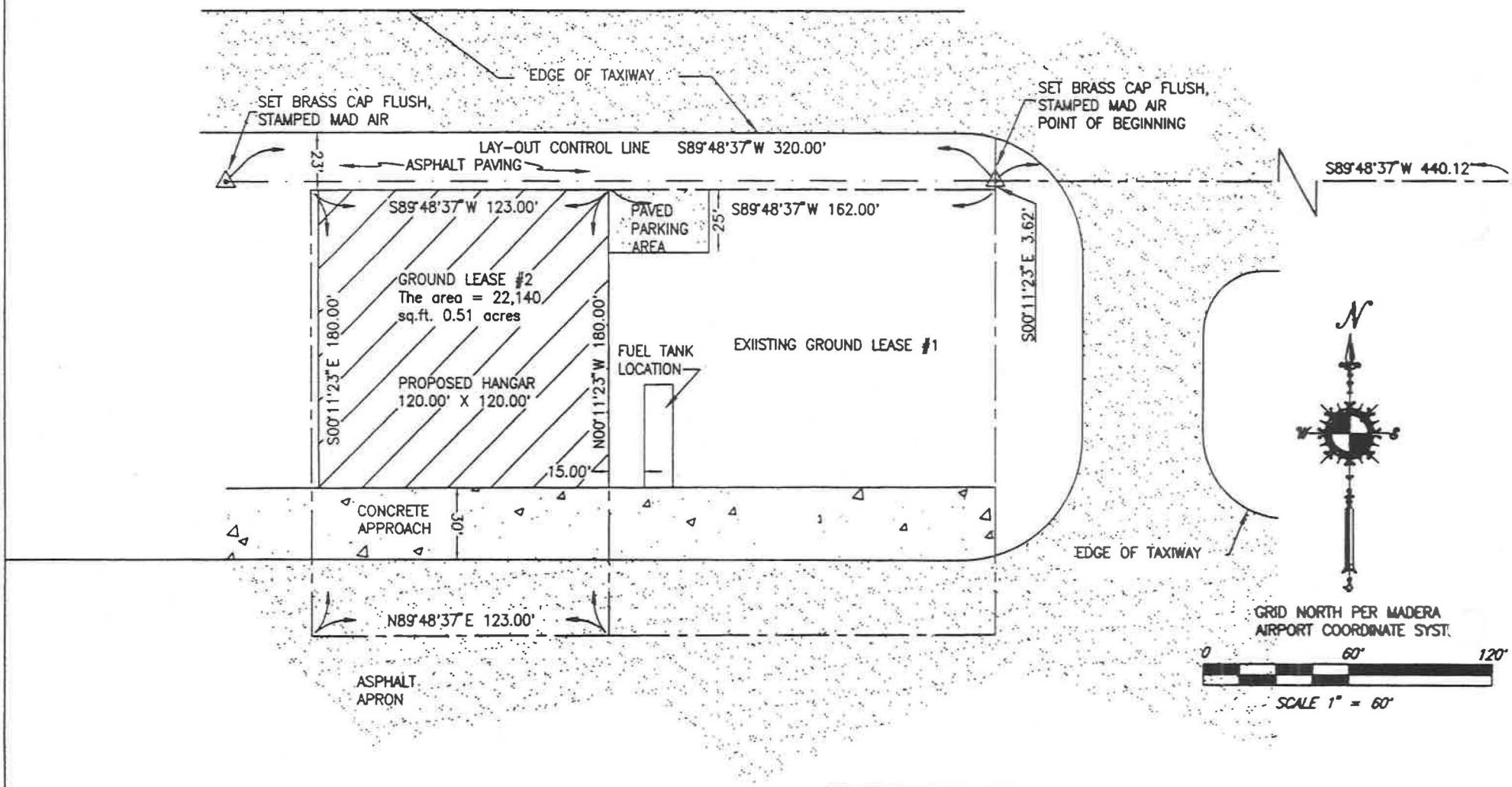
Signer(s) Other Than Named Above _____

WOLCOTTS FORM 63240 Rev. 3-94 (price class 8-2A) ©1994 WOLCOTTS FORMS, INC.
ALL PURPOSE ACKNOWLEDGMENT WITH SIGNER CAPACITY/REPRESENTATION/TWO FINGERPRINTS

7 67775 63240 8

EXHIBIT 'A'

DAVID L. BERRY AIRPORT GROUND LEASE #2
NOVEMBER 2005



SURVEY CONTROL DATUM

HORIZONTAL (BASIS OF BEARINGS):
MADERA AIRPORT COORDINATE SYSTEM.

California Construction Surveying

2801 Airport Dr. Ste. 202
Madera, California 93637

David: 559-779-9474
Mike: 209-761-1027
Fax: 559-354-0107

www.ccsurveying.net

DATE OF SURVEY	SEPT. 2005
DRAWING PATH	c\LP\05102
DRAWING NAME	LEASE 2.dwg
DRAWN BY	D. Jordan
REVISION DATE	10/05/05

EXHIBIT "B"
David L. Berry

Airport Ground Lease No. 2 Description

Madera Municipal Airport
City of Madera

Beginning at the Southwest Corner of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian Basis of Bearing, the south line of said Section 10 as S45°05'03"W; thence N36°27'53"W, a distance of 3258.77 feet; thence S25°35'47"W, a distance of 431.29 feet; thence S89°48'37"W, a distance of 440.12 feet to the Point of Beginning; thence S00°11'23"E a distance of 3.62 feet; thence S89°48'37"W a distance of 162.00 feet, being the northeast corner of the Airport Ground Lease No. 2; thence continuing S89°48'37"W, a distance of 123.00 feet, thence S00°11'23"E, a distance of 180.00 feet; thence N89°48'37"E, a distance of 123.00 feet; thence N00°11'23"W, a distance of 180.00 feet, to the northeast corner of the Airport Ground Lease No. 2; thence N89°48'37"E, a distance of 162.00 feet; thence N00°11'23"W, a distance of 3.62 feet to the Point of Beginning.

Containing 0.51 Acres more of less.

Michael J. Anderson
P.L.S 7027

October 5, 2005
\\Ccs-server\c\LP\05102 Madera Airport Lease Desc\05102 Ground Lease 2 Desc.doc



Parcel name: David L. Berry GROUND LEASE#2

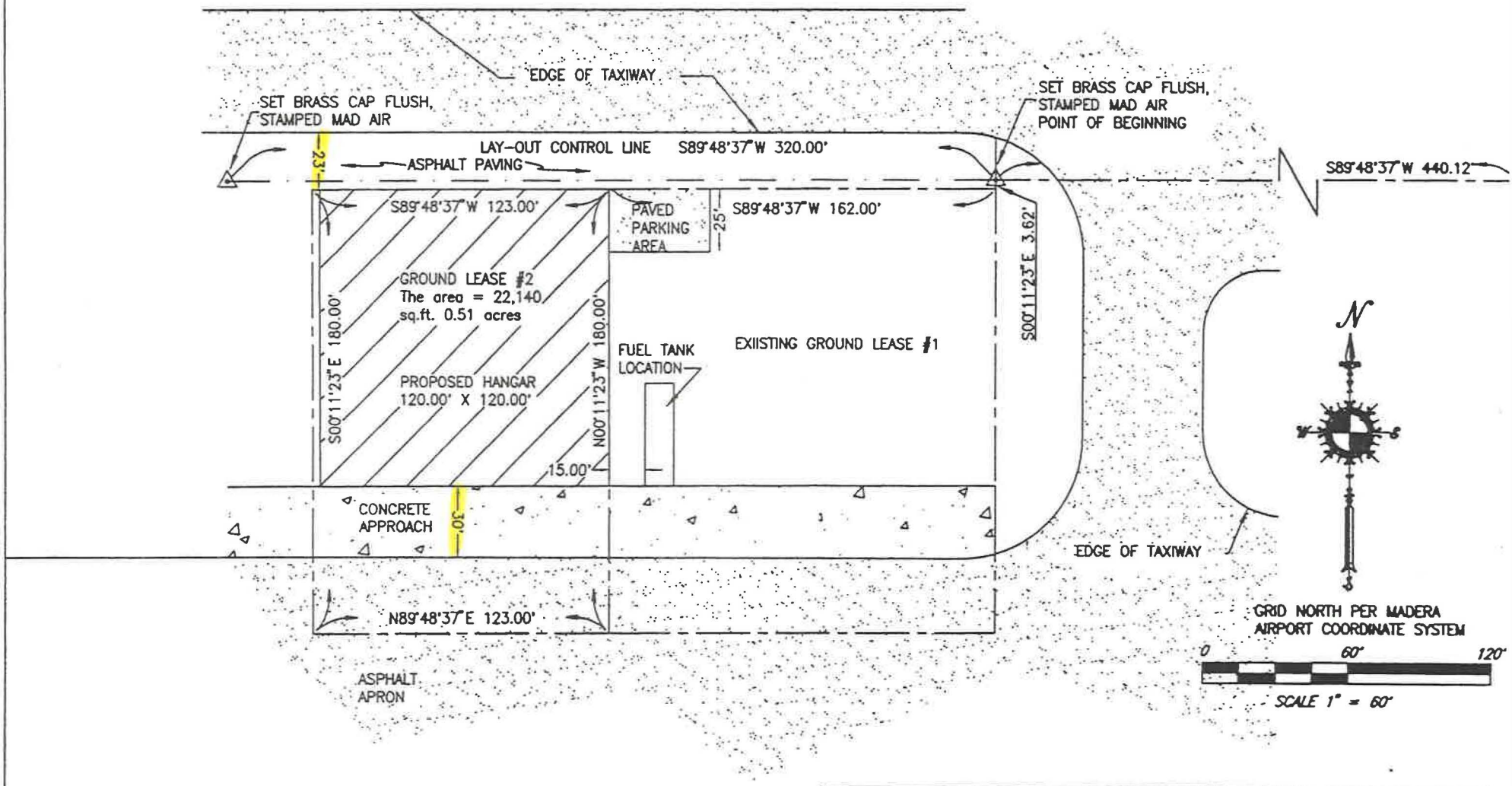
```
   North: 10924.2363          East : 11199.4491
Line  Course: S 89-48-37 W  Length: 123.00
        North: 10923.8291           East : 11076.4498
Line  Course: S 00-11-23 E  Length: 180.00
        North: 10743.8300           East : 11077.0458
Line  Course: N 89-48-37 E  Length: 123.00
        North: 10744.2373           East : 11200.0451
Line  Course: N 00-11-23 W  Length: 180.00
        North: 10924.2363           East : 11199.4491

   Perimeter: 606.00   Area: 22,140 sq.ft. 0.51 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000                Course: S 90-00-00 E
  Error North: 0.00000                East : 0.00000
Precision  1: 606,000,000.00
```

EXHIBIT 'A'

DAVID L. BERRY AIRPORT GROUND LEASE #2
NOVEMBER 2005



SURVEY CONTROL DATUM

HORIZONTAL (BASIS OF BEARINGS):
MADERA AIRPORT COORDINATE SYSTEM.

California Construction Surveying

2801 Airport Dr. Ste. 202
Madera, California 93637

David: 559-779-9474
Mike: 209-761-1027
Fax: 559-354-0107

www.ccsurveying.net

DATE OF SURVEY	SEPT. 2005
DRAWING PATH	c\LP\05102
DRAWING NAME	LEASE 2.dwg
DRAWN BY	D. Jordan
REVISION DATE	10/05/05

1. Install concrete pavement in the area between the southwest end (the front) of the concrete building pad and the paved apron for the full width of the leasehold (approximately 30 feet by 120 feet), as depicted on Exhibit "A".

2. Install asphalt pavement in the area between the northeast end (the rear) of the building pad and the edge of the paved taxiway for the full width of the leasehold (approximately 23 feet by 123 feet). **Note. No parking will be allowed in this area.**

8. Maintenance of Property and Improvements

TENANT shall, at his sole cost and expense, keep and maintain the property and improvements thereon, if any, regardless of ownership, and all portions thereof, in safe and sanitary order, in good state of repair and shall keep the property clean and free of weeds, debris and other unsightly or unsafe matter including, but not limited to, containers and paraphernalia connected with aircraft operations, maintenance and repair, and shall properly dispose of all debris and other waste matter which may accumulate. TENANT shall provide proper metal containers with proper covers for the temporary keeping of solid or liquid waste on the property. TENANT agrees to prevent any and all lubricants and cleaning and striping materials from contacting the pavement and storm water runoff system. In connection with TENANT'S permitted use of the property, it is expressly understood and agreed that no aircraft are to be dismantled other than inside the hangar and no outside storage of disassembled aircraft or aircraft parts shall be permitted. TENANT agrees to maintain the property in an acceptable manner as may be required of all other tenants by the Airport Manager. CITY reserves the right to require the ramp area to be cleared of all aircraft for use by others during special events,

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: D-2

SUBJECT:

Parks & Community Services Department Budget Adjustments Request FY 23/24

RECOMMENDATION:

Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Related to the Installation of Musical Equipment at McNally Park for $40,075

SUMMARY:

Recent improvements to McNally Park have been funded by the Community Development Block Grant (CDBG). City staff procured musical equipment for the expansion of the playground amenities and play area, with a need to appropriate funds to cover expenses related to the installation of the equipment. Contingency matters in the form of additive change orders for the basketball courts project encumbered the funds intended to cover the installation.

DISCUSSION:

The City was awarded $609,307 in CDBG funding towards improvements at McNally Park. During planning for improvements at the park, it was determined the improvements would be phased in, with a minimum of two phases. Phase 1 would include improvements to the playground area with new playground equipment and amenities. Phase 2 would include improvements to the basketball courts. Should funding permit, additional improvements would be made to the park thereafter.

Phase 1 had a total cost of $248,011.28, which includes the cost of new playground equipment, demolition of existing equipment, new park amenities (tables, benches, grills, water fountains), new playground fencing, playground inspection, and general landscaping improvement costs.

Phase 2 had an initial expected cost of $218,353, which includes the cost of demolition of existing basketball courts, and the building two new high school-size basketball courts, with brand new court amenities (backboards, poles, netting).

This resulted in a balance of $101,114.42 initially, from the total grant award of $609,307.

During Phase 2, a change order in the amount of $35,943.89 was approved for additional work for the construction of the basketball courts. This brought the available balance for additional improvements at the park to $65,170.53.

Before the change order was known or approved though, staff initiated securing a purchasing agreement quote for the procurement of musical instrument equipment to build on the improvements to the playground area at the park. Expanding on Phase 1. This purchase resulted in a cost of $59,922.99. Staff initially planned for the installation of the equipment during Fiscal Year 2024/2025, budgeting for installation costs accordingly. It has since been confirmed the installation of the musical equipment should occur as soon as possible to avoid any damage or exposure to the elements of the safety surfacing material that was part of the purchase. Inclement weather can cause damage to the materials, making them unsuitable for installation, and the City would have to pay to replace any unusable material. The equipment is being stored in the City's corporation yard, indoors for now, but the material must be removed due to limited storage space, anticipated additional equipment to be delivered for parks maintenance and other projects, as well as to prevent any unforeseen damage or exposure to the material in any way. The equipment must be installed immediately, so that any potential damage to the equipment or surfacing material is prevented, causing additional costs.

FINANCIAL IMPACT:

Staff is requesting a budget adjustment in the total amount of $40,075 for the installation of the musical equipment purchased for McNally Park. The musical equipment itself had a cost of $59,922.99. This includes a variety of free-standing musical equipment and pour-in-place surfacing material. Together, this increase to amenities at McNally Park would result in an additional investment to the park, with previous improvements solely funded by the CDBG award of $609,307. The CDBG award expenditure breakdown is captured in Table 1 below.

Table 1: *CDBG Award of $609,307 for McNally Park Improvements Expenditure*

Phase 1 – Playground and Park Amenities Costs	**Amount**
Superior International Industries	$239,244.92
Certified Playground Safety Inspection	$1,854
Landscaping, Concrete Bordering for Playground & Park	$6,912.36
Musical Area Equipment	$59,922.99
Total Costs of Phase 1	**$307,934.27**
Phase 2 – Basketball Redesign and Reconstruction	
O'Dell Engineering – Task Order	$39,500

IFB 202324-24 Advertisement	$2,236.60
Juarez Brothers General Engineering, Inc.	$254,299.89
Total Cost of Phase 2	**$296,036.49**
Minor Repairs, Paint, and Plantings	**$3,497.06**
Grant Management	**$1,839.18**
Total Expenditure	$609,307
Grant Award	$609,307
Balance Remaining	**$0.00**

ALTERNATIVES:

Council may elect to request additional information be provided for any part of this request. Council may also elect to deny the requests altogether. These projects would be presented for consideration in the Fiscal Year 2024/2025 citywide budget.

ATTACHMENTS:

1. Resolution – Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Related to the Installation of Musical Equipment at McNally Park for $40,075
    a. Exhibit A – Budget Adjustment

ATTACHMENT 1

Resolution – Budget Adjustment
Exhibit A – Budget Adjustment

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2023/24 BUDGET APPROVING A RELATED EXPENDITURE LINE RELATED TO THE INSTALLATION OF MUSICAL EQUIPMENT AT MCNALLY PARK FOR $40,075

WHEREAS, the City Council previously adopted a City-wide Budget for the 2023/24 Fiscal Year; and

WHEREAS, the Parks & Community Services Department is requesting to amend the Fiscal Year 2023/24 Budget to approve an expenditure of $40,075 for McNally Park musical equipment installation; and

WHEREAS, the installation of the musical equipment at McNally Park should occur as soon as possible to alleviate storage needs and potential damage to the surfacing material; and

WHEREAS, this budget adjustments would be funded by the General Fund.

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

1. The foregoing recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A – Budget Adjustment

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 24-_____

Budget Adjustments for Fiscal Year 2023/24

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund / Parks Maintenance	10206100	7040	Parks/Facilities Equipment	40,075	-
				$ 40,075	**$ -**

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: D-3

SUBJECT:

Amendment No. 3 to Agreement with Carollo Engineers, Inc. for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 3 to Agreement with Carollo Engineers, Inc. for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main for $1,967,389

SUMMARY:

Carollo Engineers, Inc. (Carollo) was selected to perform the engineering design services for the new water storage tank in northeast Madera following a Request for Qualifications/Request for Proposals procurement process. On September 5, 2018, Council approved an agreement with Carollo for professional engineering design services for a new water storage tank, pump station, and transmission main, for a total fee of $362,430. The initial agreement with Carollo covered the preliminary design, alternatives analysis, site selection and environmental services sections of the work. It was noted at the meeting that the scope of work for the original agreement only covered the initial preliminary design phase and environmental review. The final design contract award would be completed at a later date through an Amendment to Agreement.

On April 21, 2021, the City approved Amendment No. 1, which extended the agreement to December 30, 2022. Delays to the identification of property related to this project necessitated the extension of the agreement.

On March 1, 2023, the City approved Amendment No. 2 to the agreement. Delays in purchasing real property related to this project required the agreement's extension to April 25, 2024.

DISCUSSION:

The scope of work for the original agreement with Carollo covered the preliminary design phase and environmental review. On September 5, 2018, Staff reported that detailed design and bidding support services would be included in a future contract amendment after the preliminary design has been completed and approved by Council.

Early in the process, Carollo coordinated with Akel Engineering, the City's Water Master Plan and Modeling Consultant, for projected system demands and modeling analyses. Council was presented with tank sizing, configuration, and phasing options following the meeting with Council, direction was provided to move forward with planning for construction of a 2.5 million gallon concrete tank with provisions for expansion to a second tank at some future date when needed.

Most recent efforts have focused on tank location and evaluation of potential sites. The City is pursuing land acquisition for the tank site. The process for acquiring land is lengthy and requires site selection, appraisals, and offers to acquire property. The land acquisition process must be completed prior to the final design work. The City has made an offer for the selected tank site and, if accepted, should have possession of the property by June 2024.

The scope of work under Amendment No. 3 to Agreement includes field investigations, 60, 90 percent and final design; engineering support during bidding and construction; and project management. The cost for these work activities is $1,967,389. The fee proposal is significantly higher than anticipated in 2018 primarily for two reasons:

- The consultant is allowed to adjust their fee schedules from the original 2018 fee schedule and Carollo's average hourly rates have increased over 20%. The higher salaried employees saw an increase of 35% and there are a lot of hours attributed to those engineers. Unfortunately, this is a common trend in the engineering consulting industry due to inflation and high demands for services.

- Another reason for the significant jump is the project now includes the transmission pipeline from Love's well to the tank site – an increase of 9,550 lineal feet of pipeline over the original scope of 3,450. The scope of engineering services includes survey, right of way documents, design, bidding and construction support for this additional pipeline as well. The fee for this effort now represents approximately 30% of the amendment amount of $1.967 million.

The amendment includes a contingency budget of $200,000 for additional engineering services that may be needed under this contract but not known at this time. The contingency budget can only be accessed with prior approval of the City Engineer.

FINANCIAL IMPACT:

Funding for the new Water Storage Tank, Pump Station and Transmission Main is included in the Fiscal Year 2023/24 Capital Projects Budgets from Water Utility Funds (i.e., water utility ratepayers). Staff identified $2,500,000 in the City's Capital Project budget for said improvements.

ALTERNATIVES:

Should Council not approve the Amendment, further direction would be needed for Staff to proceed with the Project.

ATTACHMENTS:

1. Resolution
   Exhibit A – Amendment No. 3 to Agreement

Attachment 1

Resolution

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 3 TO AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN FOR THE CITY OF MADERA

WHEREAS, the City of Madera has identified in the 2014 Water System Master Plan a new ground-level storage tank, pump station and associated transmission mains in northeast Madera (Project); and

WHEREAS, the Project is included in the FY 2023/24 Budget for Capital Projects: and

WHEREAS, the City of Madera entered into an agreement on September 5, 2018 with Carollo Engineers, Inc. for professional engineering design services for the Project (Agreement); and

WHEREAS, the City of Madera entered into an Amendment No. 1 to Agreement on April 21, 2021 with Carollo Engineers, Inc. to extend the terms of the agreement to December 30, 2022; and

WHEREAS, the City of Madera entered into an Amendment No. 2 to Agreement on March 1, 2023 with Carollo Engineers, Inc. to extend the terms of the agreement to April 25, 2024; and

WHEREAS, it is necessary to extend the term of the Agreement to complete the scope of work as defined in the Agreement, to update the fee schedule and to increase the scope of work to include final design of the water tank, pump station and water pipeline.

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

1. The recitals listed above are true and correct.

2. The City approves Amendment No. 3 to the Agreement with Carollo Engineers, Inc. for Professional Engineering Design Services Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated by reference.

3. The Resolution is effective immediately upon adoption.

* * * * * * * * * * *

EXHIBIT A

Amendment No. 3 to Agreement with Carollo Engineers for Water Storage Tank, Pump Station, and Transmission Main

AMENDMENT NO. 3

AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN FOR THE CITY OF MADERA

This Amendment No. 3 to the Professional Engineering Services Agreement ("Amendment No. 3") is entered between the City of Madera, a Municipal Corporation ("City"), and Carollo Engineers, Inc., located in Fresno CA, ("Consultant").

R E C I T A L S

WHEREAS, on September 5, 2018, City and the Consultant entered into an Agreement for professional engineering services for preliminary engineering and environmental consulting services ("Agreement") for a water storage tank, pump station, and transmission main ("Project"); and

WHEREAS, on April 21, 2021, City and the Consultant entered into an Amendment No. 1 to Agreement for professional engineering services for a water storage tank, pump station, and transmission main ("Amendment No. 1 to Agreement") to extend the contract completion date to December 30, 2022; and

WHEREAS, on March 1, 2023, City and the Consultant entered into an Amendment No. 2 to Agreement for professional engineering services for a water storage tank, pump station, and transmission main ("Amendment No. 2 to Agreement") to extend the contract completion date to April 25, 2024; and

WHEREAS, City requested a proposal for engineering services for the next phase of the Project based on the recommendations from the preliminary engineering phase; and

WHEREAS, Amendment No. 3 to Agreement is necessary to revise the Scope of Work, Term, and Compensation for the additional engineering services.

A G R E E M E N T

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

A. SECTION 2. SCOPE OF WORK is amended to read in its entirety as follows:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated by reference.

Additionally, CONSULTANT shall provide the professional engineering services as set forth in ATTACHMENT A, "Carollo Engineers, Inc. Scope of Work", attached hereto and incorporated herein by reference. To the extent there is a conflict between EXHIBIT A and ATTACHMENT A, ATTACHMENT A shall prevail.

CONSULTANT accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal Requirements.

B. SECTION 5. COMPENSATION is amended to read as follows:

The basic fee based on the estimated hours of work shown in EXHIBIT B, "Manpower Schedule and Fee Summary", attached hereto and incorporated by reference, for the work tasks itemized in the Scope of Work is $297,584.00.

The fee based on the estimated hours of work in ATTACHMENT A "Carollo Engineers, Inc. Scope of Work" for this Third Amendment is $1,967,389. The Total Contract amount, including the Original Contract ($392,430 including extra services) and Amendment Nos. 1 through 3, is $2,359,819.

CITY and CONSULTANT agree on the rates shown in Attachment A "Carollo Engineers, Inc., Fee Schedule" dated January 1, 2023, which shall be applicable to all work commencing January 1, 2023. It is understood and agreed by both parties that all expenses incidental to

CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

C. SECTION 7. EXTRA SERVICES is amended to read in its entirety as follows:
CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of two-hundred thousand dollars ($200,000.00). CITY agrees to pay CONSULTANT for Optional Supplemental Tasks as set forth in the Scope of Work as may be specifically request by CITY in writing in an amount up to $64,846.

D. SECTION 9. LIABILITY INSURANCE is amended as to "General Liability" and "Automotive Liability" bullet points as follows:

- **$2,000,000** General Liability (including operations, products and completed operations) per occurrence, **$4,000,000** general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- **$2,000,000** Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

E. SECTION 11. TIME OF COMPLETION Subsection D is amended as follows: “The expiration date of the Agreement is extended to November 17, 2027.”

F. Except as amended by this Amendment No. 3, all other terms, and conditions of the Agreement, as amended, remain in full force and effect.

G. This Amendment No. 3 to the Agreement shall be effective upon full execution by both parties.

(SIGNATURES ON NEXT PAGE)

CITY OF MADERA
A municipal corporation of
the State of California

By: _____
Santos Garcia, Mayor

Date: _____

CAROLLO ENGINEERS, INC.

By: _____

By: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

ATTACHMENT A

Carollo Engineers Inc.
Scope of Work

1401 Fulton Street, Suite 802
Fresno, California 93721
P 559-436-6616
carollo.com

March 21, 2024

Ms. Ellen Bitter, PE
Senior Engineer
City of Madera
428 East Yosemite Avenue

Subject: Northeast Tank and Pump Station – Amendment 3 (Detailed Design)

Dear Ellen:

Following project scope discussions with City staff, Carollo has prepared a scope of work under Amendment 3 to the Northeast Tank and Pump Station Project to continue engineering services through detailed design, bidding, and construction phases. The proposed Amendment 3 scope, vicinity map, and fee proposal are enclosed as Attachments A, B, and C, respectively.

A complete budget summary, inclusive of Amendment 3, is provided in Table 1.

Table1 Overall Project Budget Summary with Amendment 3

Task	Description	Revised Budget (1)	Amendment 3	Project Total
1	Preliminary Design	$294,521	$3,272	$297,793
2	Field Investigations and Conceptual Design	-	$374,696	$374,696
3	60 Percent Design	-	$304,725	$304,725
4	90 Percent Design	-	$283,863	$283,863
5	Final Design	-	$208,191	$208,191
6	Engineering Support During Bidding	-	$51,528	$51,528
7	Engineering Services During Construction	-	$585,198	$585,198
8	Project Management	$33,063	$155,916	$188,979
9	Optional - Environmental Impact Report	(2)	-	-
10	Optional - Traffic Control Plans	(2)	-	-
11	Additional Services	$64,846	-	$64,846
	Total	**$392,430**	**$1,967,389**	**$2,359,819**

Notes:
(1) Budget reallocated from original Tasks 1.1-1.5, 1.7, and Task 11 to tasks 1.12 and 8.4 for pipeline survey.
(2) Optional Tasks 9 and 10 are not authorized at this time.

The budget summary in Table 1 assumes execution of the proposed reallocation of individual task budget to allow for topographic surveying of the project alignment as described in a recent letter to the City, dated January 23, 2024.

Please do not hesitate to contact me at 209.482.6586 or jpeterson@carollo.com if you have any questions about the proposed scope of services. We look forward to continuing work with the City on this important water supply project.

Sincerely,
CAROLLO ENGINEERS, INC.



Justin Peterson, PE
Project Manager / Associate Vice President

Enclosures: Attachment A – Amendment 3 Scope of Services
Attachment B – Project Vicinity Map
Attachment C – Amendment 3 Fee Proposal

cc: Ryan Sellman
Anthony Cemo

ATTACHMENT A

AMENDMENT 3

CITY OF MADERA (CITY)
AND
CAROLLO ENGINEERS, INC. (CONSULTANT)

NORTHEAST WATER STORAGE TANK, BOOSTER PUMP STATION, AND TRANSMISSION MAIN (PROJECT)

BACKGROUND

The City of Madera (City) is improving the reliability of its water supply and distribution system by proceeding with the design and construction of a new water storage tank, pump station, and transmission main that will be located in the vicinity of Avenue 17 and Lake Street. This project was identified in the City's 2014 Water System Master Plan as a 6.75 million gallon (MG) facility capable of pumping up to 17,200 gallons per minute (gpm) through a 24-inch diameter transmission main that will extend approximately one-half mile to the south and connect to the City's existing distribution system. The project was identified in the Master Plan as being needed for reliability and redundancy purposes to meet current peak hour demands, and the overall storage and pumping capacity was established to also meet future growth demands to the north and east.

The following tasks are included under this project:

- Task 1: Preliminary Design
- Task 2: Field Investigations and Conceptual Design
- Task 3: 60 Percent Design
- Task 4: 90 Percent Design
- Task 5: Final Design
- Task 6: Engineering Support During Bidding
- Task 7: Engineering Services During Construction
- Task 8: Project Management
- Task 11: Additional Services

Tasks 1, 8, and 11 were initially authorized in 2018. Amendment 1, authorized in 2021, extended the contract time through December 2022. Amendment 2, authorized in 2023 updated project rates.

This amendment extends the contract time through 2027 and authorizes work on Tasks 2 through 6 (Phase 2 – Detailed Design). Task 7 will be authorized under a future phase of work; a preliminary scope and budget for Task 7 is presented in this amendment for budgetary purposes. Optional Task 9 (Environmental Impact Report) and Optional Task 10 (Traffic Control Plans) have not been authorized at this time.

SCOPE OF SERVICES

This section includes modifications to existing tasks (included with the initial authorization) and descriptions of new tasks. Where “no changes to authorized scope” are indicated, the task and budget are unchanged from the initial authorization.

TASK 1 – PRELIMINARY DESIGN

Task 1.1 Project Kickoff Workshop

No changes to authorized scope.

Task 1.2 Demand Analysis and Critical Design Criteria

No changes to authorized scope.

Task 1.3 Tank Size, Configuration, and Location

No changes to authorized scope.

Task 1.4 Pipeline Routing

No changes to authorized scope.

Task 1.5 Project Phasing, Delivery Methods, and Funding Options

No changes to authorized scope.

Task 1.6 Land Acquisition Support and Legal Descriptions

No changes to authorized scope. See Task 2.1 through Task 2.4 for supplemental land acquisition support services.

Task 1.7 Budgetary Cost Estimate

No changes to authorized scope.

Task 1.8 City Council Presentation

Under Amendment 3, this subtask is updated to include an additional presentation to Council to provide a project update. The additional council presentation will be scheduled by City staff and attended by CONSULTANT.

Task 1.8 Deliverables

1. Updated Council Presentation (electronic copy in PowerPoint).

Task 1.9 CAMP® Workshop

No changes to authorized scope. The CAMP® Workshop will be scheduled following completion of the topographic survey and conceptual design of the transmission pipeline alignment (Task 1.12) to confirm necessary property acquisition and identify any critical design constraints.

Task 1.9 Deliverables

1. CAMP® Workshop Agenda (electronic copy in PDF format).
2. CAMP® Workshop Minutes (electronic copy in PDF format).

Task 1.10 Electrical Demands and Service Application

No changes to authorized scope.

Task 1.11 Mitigated Negative Declaration

No changes to authorized scope.

Task 1.12 Land Surveying Services

The budget for this task was reallocated from Tasks 1.1-1.5, 1.7, and Task 11 under the original contract authorization. CONSULTANT will contract with QK to obtain topographic survey of the transmission main alignment and other areas shown on **Attachment B**. The topographic survey scope includes collection of horizontal and vertical measurements for the following features:

- 50-foot stationing, plus grade breaks, beginnings and ends of curves for the following:
- For areas with curb improvements:
    - Back of walk.
    - Front of detached walks.
    - Landscape grades.
    - Top back of curb.
    - Flow line.
    - Lip of gutter.
- For Areas without curb:
    - Fence.
    - Flow line of drainage ditch.
    - Edge of pavement.
- For all areas:
    - Pavement crown.
    - Striping.
- Survey to extend 25-feet from curb return on intersecting streets, unless noted otherwise on **Attachment B**.
- Visible above ground utility features, including traffic signals and all related pull boxes and appurtenant features within the right of way footprint.
- Subsurface utilities as evidenced by above ground features.
- Trees, shrubs, and other landscaping features within the right of way footprint.
- Manholes, drop inlets, and catch basins, including inverts.
- Visible water valve, water meter, and irrigation boxes.
- Survey monuments to be measured to control the right of way determination.
- Field data to be reviewed and processed into AutoCAD import format by a professional land surveyor.
- The topo collection will not extend out of the right of way footprint.
- A complete topo collection will be performed on the tank site, including:
    - Original ground.
    - Fences/walls.
    - Adjacent grades.
    - Utilities.

A survey technician will use AutoCAD Civil 3D to perform the reduction of field data at a scale determined by the engineering design team:

- Surface modeling.
- Break line generation.

- Point labeling manipulations for readability.
- Point feature code review.
- Planimetric linework generation.
- To be at elevation equal to zero.
- Labeling key features.
- Plotting utility information.
- Record maps and information to be obtained from utility companies.
- Control point labeling.
- Benchmark identification.

TASK 2 – FIELD INVESTIGATIONS AND CONCEPTUAL DESIGN

Task 2.1 Right of Way and Property Line Determination

CONSULTANT will subcontract with QK to review record map deeds and provide title reports to establish the existing easements along the proposed pipeline route and will conduct a boundary and topographic survey to be used for the preparation of the necessary survey and engineering maps. This task includes the following:

- Research recorded survey maps to determine which survey monuments will control the location of the boundaries and easements.
- Research recorded deeds and supplied title reports to determine property and easement boundaries.
- Use maps, deeds, and field data to resolve boundary of the subject parcels.
- Once the right of way and easements along the route are determined, a base map will be produced using the survey monuments collected with the field surveying task. This base map will serve as a basis for other design plans and survey maps.

Areas of the proposed route not within maintained and existing roadways may not have the required easements to install the proposed pipeline. Title reports will need to be ordered by the City for the following parcel APNs: 038-040-007, 038-050-004, 038-050-001, 038-050-002, 038-050-003, 038-050-005, 038-050-006, 038-050-007, and 038-050-008.

Task 2.2 Legal Descriptions

For parcels that require right of way or easement acquisitions, QK will provide legal descriptions and exhibits for the deed package. The City will negotiate with the landowner, prepare the deed cover page, and record the easement. This task includes the following:

- Write Legal description based on engineering design and agency requirements.
- Draft map/plat to accompany descriptions showing boundary of easement and parcel information.
- Internal quality assurance/quality control by professional land surveyor.
- Submit package to City.
- Respond to comments from City or revise as necessary based on negotiations.
- Provide final descriptions and plat signed and sealed by a professional land surveyor to the City for the recording of easement deeds.

Task 2.2 Assumptions

1. The fee estimate and schedule for this task are presented on a per-description basis. The fee estimate assumes four legal descriptions will be prepared. Additional items will be completed for $3,500 each.

Task 2.3 Staking Proposed Easements and Acquisitions

For parcels that require right of way or easement acquisition, at the request of the City, QK field surveyors will set wood markers at angle points and endpoints of the proposed easements. The fee estimate presented is a per mobilization fee, each mobilization is $3,300. This fee estimate includes four (4) staking completed concurrently with a single mobilization.

Task 2.3 Assumptions

1. The fee estimate presented is a per mobilization fee, each mobilization is $3,300. This fee estimate includes four (4) staking completed concurrently with a single mobilization.

Task 2.4 Records of Survey

Based on preliminary research of the project site, there is a high likelihood that a Record of Survey will be required to be filed pursuant to section 8762(b) of the California Business and Professions Code. In addition, right of way and centerline monuments will be surveyed for this project and said monuments will be at risk of destruction during construction. Said monuments must be perpetuated pursuant to 8771 of the California Business and Professions Code, and said code allows the pre-construction record to be filed in a form of a Record of Survey. The Record of Survey will serve to put into the record the recent establishment of right of way property lines established with the project, control data to be used throughout the course of construction and perpetuate the positions of survey monuments. The Record of Survey, pursuant to State law, must be processed through and approved by the County Surveyor. The Record of Survey will be prepared and filed in accordance with the California Business and Professions Code. This task includes the following:

- Drafting a Record of Survey map.
- Quality Assurance/Quality Management (QAQC) review of files by a professional land surveyor.
- Preparation of maps and reference documents for submittal to County Surveyor.
- Respond to comments and process map through approval of the County Surveyor.
- Send the final signed map on film for recording in the County Recorder's office.

Task 2.4 Deliverables

1. One (1) original stamped and signed Record of Survey submitted to the County for recording in the public record
2. Electronic map in PDF format submitted to client upon request

Task 2.4 Assumptions

1. Map checking/filing fees will be paid by the City.
2. Setting or resetting missing property corners is not included in this fee but can be added as additional services if desired by the City.

Task 2.5 Geotechnical Investigation

CONSULTANT will subcontract with BSK Associates to conduct a geotechnical investigation to assess soil conditions and to provide an assessment of the soil bearing conditions at the site. The

investigation will consist of field exploration, laboratory testing, engineering analysis, and a geotechnical report summarizing findings and recommendations. It will also include a site-specific ground motion hazard analysis to support the seismic design of the tank and pump station. The geotechnical field exploration will consist of 21 total test borings as follows:

1. Water storage tank and pump station site – two borings drilled 85 feet below ground surface (bgs) or until auger refusal.
2. Transmission main alignment – 17 borings drilled 15 feet bgs or until auger refusal.
3. MID canal crossing – two borings drilled 50 feet bgs or until auger refusal.

Task 2.2 Deliverables

1. Draft Geotechnical Report (electronic copy in PDF format).
2. Final Geotechnical Report (three hard copies and an electronic copy in PDF format).

Task 2.6 30 Percent Conceptual Percent Pipeline Design

Following completion of the topographic survey and related field investigations, QK, in coordination with CONSULTANT, will prepare the 30 percent pipeline design documents, which will include the following:

1. 30 percent design plan and profile drawings.
2. Topographic survey plan.
3. Preliminary stationing.
4. Pipeline layout.
5. Preliminary canal crossing.
6. Preliminary opinion of probable construction cost.

QK will initiate contact with Madera Irrigation District (MID) to coordinate the canal crossing approach.

Task 2.6 Assumptions

1. The MID canal crossing (Lateral 24.2) is assumed to be constructable via trenchless methods (e.g. jack and bore).
2. If a trenchless crossing is not feasible or preferred, then a supplemental scope of services for open-cut construction through the canal will be prepared for City review.
3. Regulatory permitting and coordination with authorities having jurisdiction, including required waters delineation, are excluded from this scope of work.

Task 2.6 Deliverables

1. 30 percent Pipeline Design Package (three 11x17 hard copies and an electronic copy in PDF format).

Task 2.7 Potholing

If critical utility crossings are identified under Task 2.6, CONSULTANT will coordinate with a potholing contractor to field locate the horizontal and vertical locations of subject utilities. The depth, size, and materials of subject utilities will be identified (where feasible) and horizontal offsets will be provided to indicate actual location of crossings on design plans.

Task 2.7 Assumptions

1. A $50,000 allowance for potholing is included in this scope of services. The actual cost of potholing will be dependent on utility crossing location and depth. A proposal for potholing services will be obtained from Arrow Construction or a similar contracting firm once critical crossings to be potholed have been identified and agreed upon between the City and CONSULTANT.

Task 2.7 Deliverables

1. Pothole data logs.

Task 2.8 Preliminary Design Report

Following completion of the CAMP® Workshop (Task 1.9) and conceptual pipeline design (Task 2.6), CONSULTANT will prepare a Preliminary Design Report (PDR) consolidating and memorializing the findings of the preliminary design phase, previous technical memoranda, field investigations, and key decisions from prior meetings.

A conference call with City staff (Task 8.3) will be conducted following submittal and City review of the draft PDR to solicit feedback for incorporation into the final PDR.

Task 2.8 Assumptions

1. Project will include a standby generator at the tank/pump station site.
2. Electrical equipment at the tank/pump station site will be housed in a shade structure.
3. Pumps and above-ground piping will be located outdoors (no permanent buildings).
4. Provide fencing around the full tank/pump station site perimeter.
5. Provide pelletized chlorination at the tank/pump station site.

Task 2.8 Deliverables

1. Draft Preliminary Design Report (electronic PDF).
2. Final Preliminary Design Report (electronic PDF).

TASK 3 – 60 PERCENT DESIGN

Task 3.1 60 Percent Tank Design

Following receipt of City comments on the PDR, Carollo will begin preparation of the 60 percent revised design documents, which will include the following:

1. Comments on City front-end documents and supplemental sections.
2. Technical specifications sections for all divisions.
3. Revised plan set, including the following:
    a. Site plan.
    b. Landscape plan for frontage (by QK).
    c. Piping and instrumentation diagrams.
    d. Piping layout drawings.
    e. Electrical shade structure details.
    f. Equipment layouts.
    g. Electrical one-line drawings.
    h. Control descriptions.
    i. Control system architecture block diagrams (SCADA).
    j. Instrument lists.

4. List of specific items requiring City decision or action.

Task 3.1 Assumptions

1. Up to two site visits will be conducted by CONSULTANT staff.
2. City will provide written comments to CONSULTANT within 10 working days after receipt of design submittal.
3. CONSULTANT will facilitate a design review meeting approximately halfway through City's design review period.
4. Front-end documents will be prepared by CONSULTANT.

Task 3.1 Deliverables

1. 60 percent Design Package (three 11x17 hard copies and an electronic copy in PDF format).
2. Design Review Meeting Agenda (electronic copy in PDF format).
3. Design Review Meeting Minutes (electronic copy in PDF format).

Task 3.2 60 Percent Pipeline Design

Following receipt of City comments on the 30 percent design, concurrent with the 60 percent tank design, QK, in coordination with CONSULTANT, will prepare the 60 percent pipeline design documents, which will include the following:

1. Revised front-end documents.
2. Technical specification sections for all divisions.
3. Revised plan set, including the following:
    a. Revised survey control drawing.
    b. Revised pipeline plan and profile drawings.
    c. Revised details for points of connection.
    d. Revised trench and pavement restoration details.
    e. Design of storm drain conveyance pipeline to off-site basin.
4. List of specific items requiring City decision or action.

Task 3.2 Assumptions

1. City will provide written comments to CONSULTANT within 10 working days after receipt of design submittal.
2. The design review meeting for the 60 percent pipeline design will occur concurrently with the tank and pump station design review meeting under Task 8.3.

Task 3.2 Deliverables

1. 60 percent Design Package (to be submitted concurrently with the 60 Percent Tank Design).
2. Design Review Meeting Agenda and Minutes for the pipeline will be submitted concurrently with the tank and pump station review documents under Task 8.3.

Task 3.3 60 Percent Opinion of Probable Construction Cost

Carollo will update the previous cost estimates to the 60 percent level based on the plans and specifications prepared under this task. A single opinion of probable construction cost will be prepared for all project components.

Task 3.3 Assumptions

1. City provides written comments to CONSULTANT within 10 working days after receipt of design submittal.
2. CONSULTANT will incorporate review of the opinion of probable construction cost into the design review meeting.
3. Class 3 estimate in accordance with AACEI.

Task 3.3 Deliverables

1. Opinion of probable construction cost (three hard copies and an electronic copy in PDF format).

TASK 4 – 90 PERCENT DESIGN

Task 4.1 90 Percent Tank Design

Following receipt of City comments on the 60 percent design, Carollo will begin preparation of the 90 percent revised design documents, which will include the following:

1. Revised front-end documents.
2. Revised technical specifications sections for all divisions.
3. Revised plan set, including the following:
    a. Site plan.
    b. Landscape plan for frontage (by QK).
    c. Piping and instrumentation diagrams.
    d. Piping layout drawings.
    e. Electrical shade structure details.
    f. Equipment layouts.
    g. Electrical one-line drawings.
    h. Control descriptions.
    i. Control system architecture block diagrams (SCADA).
    j. Instrument lists.
4. List of specific items requiring City decision or action.

Task 4.1 Assumptions

1. City will provide written comments to CONSULTANT within 10 working days after receipt of design submittal.
2. CONSULTANT will facilitate a design review meeting approximately halfway through City's design review period.

Task 4.1 Deliverables

1. 90 percent Design Package (three 11x17 hard copies and an electronic copy in PDF format).
2. Design Review Meeting Agenda (electronic copy in PDF format).
3. Design Review Meeting Minutes (electronic copy in PDF format).

Task 4.2 90 Percent Pipeline Design

Following receipt of City comments on the 60 percent design, concurrent with the 90 percent tank design, QK, in coordination with CONSULTANT, prepare the 90 percent pipeline design documents, which will include the following:

1. Revised front-end documents.

2. Revised technical specification sections for all divisions.
    a. Revised plan set, including the following:
    b. Survey control drawing.
    c. Pipeline plan and profile drawings.
    d. Details for points of connection.
    e. Trench and pavement restoration details.
    f. Storm drain conveyance pipeline to off-site basin.
3. List of specific items requiring City decision or action.

Task 4.2 Assumptions

1. City will provide written comments to CONSULTANT within 10 working days after receipt of design submittal.
2. The design review meeting for the 90 percent pipeline design will occur concurrently with the tank and pump station design review meeting under Task 8.3.

Task 4.2 Deliverables

1. 90 percent Design Package (to be submitted concurrently with the 90 Percent Tank Design).
2. Design Review Meeting Agenda and Minutes for the pipeline will be submitted concurrently with the tank and pump station review documents under Task 8.3.

Task 4.3 90 Percent Opinion of Probable Construction Cost

Carollo will update the previous cost estimates to the 90 percent level based on the plans and specifications prepared under this task. A single opinion of probable construction cost will be prepared for all project components.

Task 4.3 Assumptions

1. City provides written comments to Carollo within 10 working days after receipt of design submittal.
2. Carollo will incorporate review of the opinion of probable construction cost into the design review meeting.
3. Class 2 estimate in accordance with AACEI.

Task 4.3 Deliverables

1. Opinion of probable construction cost (three hard copies and an electronic copy in PDF format).

TASK 5 – FINAL DESIGN

This task includes the following:

Task 5.1 Final Tank Design

Following receipt of City comments on the 90 percent design, Carollo will prepare a final bid set submittal package, which will include the following:

1. Final front-end documents.
2. Final technical specifications sections for all divisions.
3. Final plan set, including the following:
    a. Site plan.
    b. Landscape plan for frontage (by QK).

c. Piping and instrumentation diagrams.
d. Piping layout drawings.
e. Electrical shade structure details.
f. Equipment layouts.
g. Electrical one-line drawings.
h. Control descriptions.
i. Control system architecture block diagrams (SCADA).
j. Instrument lists.

4. List of specific items requiring City decision or action.

Specifications will include an outline of proposed construction sequencing and constraints, general criteria, installation requirements and testing procedures for major equipment, and listing of proposed bid item breakdown.

Task 5.1 Deliverables

1. Sealed bid set (five 11x17 hard copies, one 24x36 hard copy, and an electronic copy in PDF format).
2. Responses to 90 percent comments.

Task 5.2 Final Pipeline Design

Following receipt of City comments on the 90 percent design, concurrent with the final tank design, QK, in coordination with Carollo, will prepare the final pipeline design documents, which will include the following:

1. Final front-end documents.
2. Final technical specification sections for all divisions.
3. Final plan set, including the following:
    a. Survey control drawing.
    b. Pipeline plan and profile drawings.
    c. Details for points of connection.
    d. Trench and pavement restoration details.
    e. Storm drain conveyance pipeline to off-site basin.
4. List of specific items requiring City decision or action.

Task 5.2 Deliverables:

1. Sealed bid set (to be submitted as part of a single construction package concurrent with Task 5.1).
2. Responses to 90 percent comments.

Task 5.3 Final Opinion of Probable Construction Cost

CONSULTANT will update the previous cost estimate to the final design level based on the plans and specifications prepared in this task.

Task 5.3 Assumptions

1. Class 2 estimate in accordance with AACEI.

Task 5.3 Deliverables

1. Final opinion of probable construction cost (three hard copies and an electronic copy in PDF format).

TASK 6 – ENGINEERING SUPPORT DURING BIDDING

This task assumes that the tank and pipeline will be bid as a single construction package.

Task 6.1 Attend Pre-Bid Conference

CONSULTANT and QK will facilitate one on-site pre-bid conference meeting during the bidding phase of the project and will prepare addenda and clarifications if necessary.

Task 6.1 Deliverables

1. Meeting Agenda (electronic copy in PDF format).

Task 6.2 Prepared Addenda

CONSULTANT and QK will assist the City during bidding by answering bidders' questions during the bid period and preparing up to two addenda.

Task 6.2 Assumptions

1. All project components will be bid as a single construction package.
2. City will administer the advertisement, sale, and distribution of the construction documents to prospective contractors.
3. City will administer the distribution of addenda to prospective contractors.
4. Up to two addenda are assumed under this task.

Task 6.2 Deliverables

1. Addenda (electronic copy in PDF format).
2. Bidding phase RFI Log (electronic copy in PDF format).

Task 6.3 Attend Bid Openings

CONSULTANT and QK will assist the City during bidding by attending the bid opening.

Task 6.4 Bid Tab Evaluation

CONSULTANT and QK will tabulate bid results and contractor qualifications and make recommendation to the City for construction contract award.

Task 6.4 Deliverables

1. Award Recommendation Letter (electronic copy in PDF format).

TASK 7 – ENGINEERING SERVICES DURING CONSTRUCTION

The scope and associated fee under this task are based on current assumptions. This task will be re-evaluated following completion of final design documents (Task 5) and modified as required to address final project changes. Construction management services are excluded from this scope of work.

Task 7.1 Attend Pre-Construction Conference

CONSULTANT's and QK's Project Manager or Project Engineer will attend the pre-construction conference as scheduled by the City.

Task 7.2 Attend Progress Meetings

CONSULTANT's and QK's Project Manager or Project Engineer will attend regularly scheduled progress meetings throughout construction. This task assumes virtual (conference call) attendance at up to 36 progress meetings throughout the course of construction.

Task 7.3 Respond to RFIs

CONSULTANT and QK will respond to requests for information (RFIs) submitted by the contractor to the City or Construction Manager. Responses will be submitted in writing and delivered to the City electronically. Review of 40 RFIs for the tank/pump station site and 8 RFIs for the transmission main are assumed under this task.

Task 7.4 Shop Drawing Submittal Review

CONSULTANT and QK will review shop drawings submitted by the contractor for conformance to project plans and specifications. Responses will be submitted in writing and delivered to the City electronically. Review of 90 shop drawing submittals for the tank/pump station site and 15 shop drawing submittals for the transmission main are assumed under this task.

Task 7.5 Change Order Review

CONSULTANT and QK will review proposed change orders submitted by the contractor and assist the City or Construction Manager in response preparation. If required, supplemental drawings and specifications will be prepared for the change order response. Up to four change orders for the tank/pump station site and two change orders for the transmission main are assumed under this task.

Task 7.6 Testing, Commissioning, Startup, and Training Assistance

CONSULTANT will assist the City and/or Construction Manager with testing, commissioning, and startup of the tank and pump station facilities. CONSULTANT will assist with staff training efforts in coordination with select equipment vendors where required. Up to 80 hours of CONSULTANT staff time are assumed under this task.

Task 7.7 Construction Site Visits

CONSULTANT and QK will attend construction site visits as required by the City to address construction questions, review progress, and document completed work. Up to 8 site visits each by CONSULTANT and QK are assumed under this task.

Task 7.7 Prepare Record Drawings

CONSULTANT and QK will prepare record drawings for the project based on redline comments provided by the contractor or Construction Manager. Record drawings will be submitted to the City electronically.

TASK 8 – PROJECT MANAGEMENT

Task 8.1 Project Coordination and Integration of Work Efforts

Under Amendment 3, this task is updated to extend project management services through completion of Phase 2.

Task 8.2 Progress Reporting and Cost Control

Under Amendment 3, this task is updated to extend project management services through completion of Phase 2.

Task 8.3 Project Meetings

Under Amendment 3, this subtask is updated to include the following:

- 36 additional bi-weekly project meetings with City staff (to be held virtually).
- Conference call with City staff to review the Draft Preliminary Design Report (Task 2.8) and solicit feedback (to be held virtually).
- 60 Percent Design review meeting (to be held in person at City offices).
- 90 Percent Design review meeting (to be held in person at City offices).

Task 8.3 Deliverables

1. Meeting Agendas (electronic copy in PDF format).
2. Meeting Minutes (electronic copy in PDF format).

Task 8.4 Land Surveying Project Management

The budget for this task was reallocated from Tasks 1.1-1.5, 1.7, and Task 11 under the original contract authorization. CONSULTANT will contract with QK to obtain topographic survey of the transmission main alignment and other areas shown on **Attachment B**. This task provides for project management services associated with the field topographic survey and transmission main conceptual design including scheduling, quality control, quality assurance, internal meetings, and invoicing.

TASK 11 – ADDITIONAL SERVICES

Task 11.1 Funding Application Assistance

No changes to authorized scope.

Task 11.2 Project Reviews

No changes to authorized scope.

Task 11.3 Engineering Standards Development

No changes to authorized scope.

TIME OF PERFORMANCE

CONSULTANT will perform the Phase 2 scope of services (Tasks 2 through 6) over an assumed 18-month design duration. Phase 2 engineering services will be initiated following completion of the pipeline survey under Task 1.12.

The final schedule for Engineering Services During Construction (Task 7) will be established following completion of final design documents (Task 5). Construction completion is anticipated by 2027.

PAYMENT

Payment to the CONSULTANT for services performed under this Agreement shall be based on the attached fee proposal **(Attachment C)** on a time and materials basis. The not-to-exceed cost limit of the CONSULTANT's services shall be **$2,359,819**, inclusive of Amendment 3.

Task	Description	Original Auth.	Revised Budget (1)	Amendment 3 (2)	Project Total
1	Preliminary Design	$272,021	$294,521	$3,272	$297,793
2	Field Investigations and Concept. Design	-	-	$374,696	$374,696
3	60 Percent Design	-	-	$304,725	$304,725
4	90 Percent Design	-	-	$283,863	$283,863
5	Final Design	-	-	$208,191	$208,191
6	Engineering Support During Bidding	-	-	$51,528	$51,528
7	Engineering Services During Construction	-	-	$585,198	$585,198
8	Project Management	$25,563	$33,063	$155,916	$188,979
9	Optional – Environmental Impact Report	(3)	-	-	-
10	Optional – Traffic Control Plans	(3)	-	-	-
11	Additional Services	$94,846	$64,846	-	$64,846
	Total	**$392,430**	**$392,430**	**$1,967,389**	**$2,359,819**

Notes:

(1) Budget reallocated from original Tasks 1.1-1.5, 1.7, and Task 11 to new tasks 1.12 and 8.4 for pipeline survey.
(2) Amendments 1 and 2 modified contract time and rates only; total authorized budget was not modified.
(3) Optional Tasks 9 and 10 are not authorized at this time.

ATTACHMENT B

PROJECT VICINITY MAP AND LIMITS OF TOPOGRAPHIC SURVEY



EXHIBIT A

PROJECT NO.:	**230670**
DRAWN BY:	**TAR**
QA/QC BY:	**SB**
SCALE:	**AS SHOWN**
SHEET NO.:	**1 OF 1**

CITY OF MADERA

Madera Water Transmission Main and Tank

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

L:\OPPORTUNITIES\2023\230670\WORKING DOCS\FILES FOR QC REVIEW\230670 - EXHIBIT.DWG 12/18/2023 2:12 PM

ATTACHMENT C

CITY OF MADERA
NORTHEAST WATER STORAGE TANK, BOOSTER PUMP STATION, AND TRANSMISSION MAIN
AMENDMENT 3 - DESIGN PHASE FEE PROPOSAL

Engineers...Working Wonders With Water®

		Carollo Engineers, Inc.[1]																Subconsultants						
		Principal-In-Charge	Project Manager	Civil/Tank Lead	Pipeline Lead	Structural Lead	Electrical Lead	Instrument. Lead	Support Staff	Cost Estimating	Construct. Review	Senior CAD Tech.	CAD Tech.	Doc. Process.	Total Hours	Labor Cost	PECE[2]	Other Direct Costs[2]	QK, Inc.	BSK, Inc.	Potholing Contractor (TBD)	Sub. Markup[3]	Amendment 3 Subtotal	Current Authorization (per January 23, 2024 letter to City re: Survey Budget Reallocation)	Revised Project Total
		Ryan Sellman	Justin Peterson	Nick Mitchell	Anthony Cemo	James Doering	Erik Bahneman	Daniel Robsinson	Staff Engineer	Jason Rozgony	Keith Corcoran								Surveying, CEQA, Pipeline	Geotechnical and Instr.	Potholing				
Task	Task Description	$339	$296	$251	$251	$339	$314	$314	$251	$314	$314	$218	$150	$127			$14								
1	**Preliminary Design**																								
1.1	Project Kickoff Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,053	$ 3,053
1.2	Demand Analysis and Critical Design Criteria	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,437	$ 37,437
1.3	Tank Size, Configuration, and Location	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,304	$ 37,304
1.4	Pipeline Routing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,071	$ 9,071
1.5	Project Phasing, Delivery Methods, and Funding Opts.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,564	$ 13,564
1.6	Land Acquisition Support and Legal Descriptions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,089	$ 5,089
1.7	Budgetary Cost Estimate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,491	$ 18,491
1.8	City Council Presentation	4	6	-	-	-	-	-	-	-	-	-	-	-	10	$ 3,132	$ 140	$ -	$ -	$ -	$ -	$ -	$ 3,272	$ 10,295	$ 13,567
1.9	CAMP® Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,368	$ 19,368
1.10	Project Kickoff Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,223	$ 18,223
1.11	Mitigated Negative Declaration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 72,126	$ 72,126
1.12	Land Surveying Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,500	$ 50,500
	TASK 1 TOTAL	**4**	**6**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**10**	**$ 3,132**	**$ 140**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,272**	**$ 294,521**	**$ 297,793**
2	**Field Investigations and Conceptual Design**																								
2.1	Right of Way and Property Line Determination	-	2	-	-	-	-	-	-	-	-	-	-	-	2	$ 592	$ 28	$ -	$ 15,800	$ -	$ -	$ 1,580	$ 18,000	$ -	$ 18,000
2.2	Legal Descriptions	-	2	-	-	-	-	-	-	-	-	-	-	-	2	$ 592	$ 28	$ -	$ 16,200	$ -	$ -	$ 1,620	$ 18,440	$ -	$ 18,440
2.3	Staking Proposed Easements and Acquisitions	-	2	-	-	-	-	-	-	-	-	-	-	-	2	$ 592	$ 28	$ -	$ 16,200	$ -	$ -	$ 1,620	$ 18,440	$ -	$ 18,440
2.4	Records of Survey	-	2	-	-	-	-	-	-	-	-	-	-	-	2	$ 592	$ 28	$ -	$ 16,500	$ -	$ -	$ 1,650	$ 18,770	$ -	$ 18,770
2.5	Geotechnical Investigation	-	4	8	-	8	-	-	8	-	-	-	-	-	28	$ 7,912	$ 392	$ -	$ -	$ 66,300	$ -	$ 6,630	$ 81,234	$ -	$ 81,234
2.6	30 Percent Conceptual Pipeline Design	-	2	-	8	-	-	-	-	-	-	-	-	-	10	$ 2,600	$ 140	$ -	$ 88,060	$ -	$ -	$ 8,806	$ 99,606	$ -	$ 99,606
2.7	Potholing	-	-	-	8	-	-	-	-	-	-	-	-	-	8	$ 2,008	$ 112	$ -	$ -	$ -	$ 50,000	$ 5,000	$ 57,120	$ -	$ 57,120
2.8	Preliminary Design Report	2	4	64	-	16	24	24	40	32	-	-	-	12	218	$ 60,034	$ 3,052	$ -	$ -	$ -	$ -	$ -	$ 63,086	$ -	$ 63,086
	TASK 2 TOTAL	**2**	**18**	**72**	**16**	**24**	**24**	**24**	**48**	**32**	**-**	**-**	**-**	**12**	**272**	**$ 74,922**	**$ 3,808**	**$ -**	**$ 152,760**	**$ 66,300**	**$ 50,000**	**$ 26,906**	**$ 374,696**	**$ -**	**$ 374,696**
3	**60 Percent Design**																								
3.1	60 Percent Tank Site Design	8	16	88	4	12	32	32	196	-	32	132	132	56	740	$ 169,636	$ 10,360	$ 466	$ 5,670	$ -	$ -	$ 567	$ 186,699	$ -	$ 186,699
3.2	60 Percent Pipeline Design	-	8	24	-	-	-	-	-	-	-	-	-	-	32	$ 8,392	$ 448	$ -	$ 81,500	$ -	$ -	$ 8,150	$ 98,490	$ -	$ 98,490
3.3	60 Percent Opinion of Probable Construction Cost	-	8	-	-	-	-	-	-	52	-	-	-	-	60	$ 18,696	$ 840	$ -	$ -	$ -	$ -	$ -	$ 19,536	$ -	$ 19,536
	TASK 3 TOTAL	**8**	**32**	**112**	**4**	**12**	**32**	**32**	**196**	**52**	**32**	**132**	**132**	**56**	**832**	**$ 196,724**	**$ 11,648**	**$ 466**	**$ 87,170**	**$ -**	**$ -**	**$ 8,717**	**$ 304,725**	**$ -**	**$ 304,725**
4	**90 Percent Design**																								
4.1	90 Percent Tank Site Design	8	16	76	4	8	28	32	176	-	32	124	124	56	684	$ 156,048	$ 9,576	$ 466	$ 5,670	$ -	$ -	$ 567	$ 172,327	$ -	$ 172,327
4.2	90 Percent Pipeline Design	-	8	24	-	-	-	-	-	-	-	-	-	-	32	$ 8,392	$ 448	$ -	$ 75,600	$ -	$ -	$ 7,560	$ 92,000	$ -	$ 92,000
4.3	90 Percent Opinion of Probable Construction Cost	-	8	-	-	-	-	-	-	52	-	-	-	-	60	$ 18,696	$ 840	$ -	$ -	$ -	$ -	$ -	$ 19,536	$ -	$ 19,536
	TASK 4 TOTAL	**8**	**32**	**100**	**4**	**8**	**28**	**32**	**176**	**52**	**32**	**124**	**124**	**56**	**776**	**$ 183,136**	**$ 10,864**	**$ 466**	**$ 81,270**	**$ -**	**$ -**	**$ 8,127**	**$ 283,863**	**$ -**	**$ 283,863**
5	**Final Design**																								
5.1	Final Tank Site Design	8	16	72	4	8	28	28	164	-	-	120	120	40	608	$ 137,224	$ 8,512	$ 466	$ 7,650	$ -	$ -	$ 765	$ 154,617	$ -	$ 154,617
5.2	Final Pipeline Design	-	8	24	-	-	-	-	-	-	-	-	-	-	32	$ 8,392	$ 448	$ -	$ 24,100	$ -	$ -	$ 2,410	$ 35,350	$ -	$ 35,350
5.3	Final Opinion of Probable Construction Cost	-	8	-	-	-	-	-	-	48	-	-	-	-	56	$ 17,440	$ 784	$ -	$ -	$ -	$ -	$ -	$ 18,224	$ -	$ 18,224
	TASK 5 TOTAL	**8**	**32**	**96**	**4**	**8**	**28**	**28**	**164**	**48**	**-**	**120**	**120**	**40**	**696**	**$ 163,056**	**$ 9,744**	**$ 466**	**$ 31,750**	**$ -**	**$ -**	**$ 3,175**	**$ 208,191**	**$ -**	**$ 208,191**
6	**Engineering Support During Bidding**																								
6.1	Attend Pre-Bid Conference	-	5	-	2	-	-	-	-	-	-	-	-	-	7	$ 1,982	$ 98	$ 200	$ 3,000	$ -	$ -	$ 300	$ 5,580	$ -	$ 5,580
6.2	Prepare Addenda	-	4	8	-	6	6	6	12	-	-	-	-	8	50	$ 13,022	$ 700	$ -	$ 23,500	$ -	$ -	$ 2,350	$ 39,572	$ -	$ 39,572
6.3	Attend Bid Openings	-	5	-	2	-	-	-	-	-	-	-	-	-	7	$ 1,982	$ 98	$ 200	$ 2,000	$ -	$ -	$ 200	$ 4,480	$ -	$ 4,480
6.4	Bid Tab Evaluation	2	-	2	-	-	-	-	-	-	-	-	-	-	4	$ 1,180	$ 56	$ -	$ 600	$ -	$ -	$ 60	$ 1,896	$ -	$ 1,896
	TASK 6 TOTAL	**2**	**14**	**10**	**4**	**6**	**6**	**6**	**12**	**-**	**-**	**-**	**-**	**8**	**68**	**$ 18,166**	**$ 952**	**$ 400**	**$ 29,100**	**$ -**	**$ -**	**$ 2,910**	**$ 51,528**	**$ -**	**$ 51,528**
7	**Engineering Support During Construction**																								
7.1	Attend Pre-Construction Conference	-	6	8	-	-	-	-	-	-	-	-	-	-	14	$ 3,784	$ 196	$ 400	$ 3,000	$ -	$ -	$ 300	$ 7,680	$ -	$ 7,680
7.2	Attend Progress Meetings	16	36	36	-	-	-	-	-	-	-	-	-	-	88	$ 25,116	$ 1,232	$ -	$ 9,000	$ -	$ -	$ 900	$ 36,248	$ -	$ 36,248
7.3	Respond to RFIs	-	24	60	-	40	40	40	160	-	-	40	24	-	428	$ 113,324	$ 5,992	$ -	$ 20,000	$ -	$ -	$ 2,000	$ 141,316	$ -	$ 141,316
7.4	Shop Drawing Submittal Review	-	24	136	-	68	68	68	316	-	-	-	-	-	680	$ 186,312	$ 9,520	$ -	$ 23,900	$ -	$ -	$ 2,390	$ 222,122	$ -	$ 222,122
7.5	Change Order Review	8	16	16	-	16	16	16	16	-	-	-	36	-	140	$ 36,352	$ 1,960	$ -	$ 6,000	$ -	$ -	$ 600	$ 44,912	$ -	$ 44,912
7.6	Testing, Commissioning, Startup, and Training Assist.	-	16	16	8	-	-	-	40	-	-	-	-	-	80	$ 20,800	$ 1,120	$ -	$ -	$ -	$ -	$ -	$ 21,920	$ -	$ 21,920
7.7	Construction Site Visits	-	64	32	32	16	16	16	16	-	-	-	-	-	192	$ 54,496	$ 2,688	$ 4,400	$ 16,000	$ -	$ -	$ 1,600	$ 79,184	$ -	$ 79,184
7.8	Prepare Record Drawings	-	-	12	-	4	4	4	-	-	-	40	80	-	144	$ 27,600	$ 2,016	$ -	$ 2,000	$ -	$ -	$ 200	$ 31,816	$ -	$ 31,816
	TASK 7 TOTAL	**24**	**186**	**316**	**40**	**144**	**144**	**144**	**548**	**-**	**-**	**80**	**140**	**-**	**1,766**	**$ 467,784**	**$ 24,724**	**$ 4,800**	**$ 79,900**	**$ -**	**$ -**	**$ 7,990**	**$ 585,198**	**$ -**	**$ 585,198**
8	**Project Management**																								
8.1	Project Coordination and Integration	4	40	-	-	-	-	-	-	-	-	-	-	-	44	$ 13,196	$ 616	$ -	$ 30,400	$ -	$ -	$ 3,040	$ 47,252	$ 9,148	$ 56,400
8.2	Progress Reporting and Cost Control	-	72	-	-	-	-	-	-	-	-	-	-	-	72	$ 21,312	$ 1,008	$ -	$ 32,500	$ -	$ -	$ 3,250	$ 58,070	$ 3,215	$ 61,285
8.3	Project Meetings	-	36	36	-	16	16	16	-	-	-	-	-	-	120	$ 35,164	$ 1,680	$ -	$ 12,500	$ -	$ -	$ 1,250	$ 50,594	$ 13,200	$ 63,794
8.4	Land Surveying Project Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ 7,500
	TASK 8 TOTAL	**4**	**148**	**36**	**-**	**16**	**16**	**16**	**-**	**-**	**-**	**-**	**-**	**-**	**236**	**$ 69,672**	**$ 3,304**	**$ -**	**$ 75,400**	**$ -**	**$ -**	**$ 7,540**	**$ 155,916**	**$ 33,063**	**$ 188,979**
11	**Additional Services**																					$ -			
11.1	Funding Application Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,330	$ 20,330
11.2	Project Reviews	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,850	$ 22,850
11.3	Engineering Standards Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,666	$ 21,666
	TASK 11 TOTAL	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,846**	**$ 64,846**
Amendment 3 Total		**60**	**468**	**742**	**72**	**218**	**278**	**282**	**1,144**	**184**	**64**	**456**	**516**	**172**	**4,656**	**$ 1,176,592**	**$ 65,184**	**$ 6,597**	**$ 537,350**	**$ 66,300**	**$ 50,000**	**$ 65,365**	**$ 1,967,389**	**$ 392,430**	**$ 2,359,819**

Notes:
(1) Rates are based on Carollo Engineers, Inc., Fee Schedule as of Jan 1, 2024 for California.
(2) Other direct expenses include mileage traveling to/from meetings at IRS Federal Rate, travel at cost and Project Equipment and Communication Expense (PECE) at $14 per Direct Labor Hour.
(3) Includes Subconsultant markup of 10%.
(4) Extra Service Contingency includes an allowance for future rate increases (through 2027) and undefined or as-needed services.

Madera City Council
Meeting May 1, 2024
Agenda Item: E-1

Select Proclamation Recipients for June 2024

Recommendation: Request for Council's Selection of Recipients for the Proclamation Recognizing Pride Month and Juneteenth Day for June 2024 (Report by Alicia Gonzales)

There is no written report for this item.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: E-2

SUBJECT:

Request for direction regarding deferred maintenance at Madera Municipal Golf Course

RECOMMENDATION:

Receive information on the current funding status of the Madera Municipal Golf Course and provide direction regarding deferred maintenance as appropriate.

SUMMARY:

During the City Council meeting on April 3, 2024, staff presented the annual report on the golf course. Following the presentation, Council requested an update on projected capital revenue and plans to address maintenance needs at the Golf Course. This item is intended to provide said information.

DISCUSSION:

During the June 21, 2023, City Council meeting, the Council approved a Ninth Amendment to the Madera Municipal Golf Course and Management Lease agreement with SGM Inc. dba Sierra Golf Management, Inc. (SGM). This amendment extended the existing lease agreement by an additional 5 years through June 30, 2028, and outlined a new and improved revenue agreement between the parties (Attachment 1).

Existing Agreement (Amendment 9 to the Agreement)

The following is a synopsis of the 9th Amendment.

- The agreement is for 5 years and includes, at City discretion, one (1) option to extend the term an additional (5) years. This agreement will expire on June 30, 2028, with a five-year extension available through June 30, 2033.

- The amendment allows for increased base rent and per-round golf rates compared to the previous contract.

- In years one through four, SGM will remit $2.75 per round of golf to the City, increasing to $3.00 per round in year five.

- SGM, the Clubhouse Tenant, currently Sugar Pine Smokehouse (SPS), and the City will each contribute $25,000 annually to a capital improvement fund. Thus, the grand contribution for capital improvements annually shall be $75,000.

- The base rent will be $65,000 annually to lease the golf course and clubhouse facilities.

- The City will utilize the Golf course for 5 events;
    - Annual 4th of July Holiday Golf Tournament
    - Fishing Derby
    - Employee Appreciation Day
    - Yet to be determined
    - Yet to be determined

- There will be annual updates to the City Council on the previous year's improvements and the planning year's improvements.

- The City will hold SGM capital funds of $50k annually until capital projects are completed.

- Golf Course Committee comprised of:
    - One City Council member
    - Parks Director
    - SGM Representative
    - Service Organization Representative
    - Golfer/At-large Community member
    - Food and Beverage Director/Representative

FINANCIAL IMPACT:

Table 1 provides a summary of the agreement.

Table 1: *Overview of the Existing Agreement*		
Terms		5 years
Base rent to City per year		$65k
Per Round Rate to City	Years 1-4	Year 5
	$2.75	$3.00
Capital Improvements Contribution by SGM per year		$50k
Capital Improvements Contribution by the City per Year		$25k

While preparing the 9th Amendment to the agreement with SGM, assumptions were necessary to determine potential revenue. Table 2 provides an overview of the assumptions.

Table 2: *Projected Revenue to the City from SGM per Amendment 9* (1)					
Year of contract per the 9th Amendment	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
Base Fee	$65,000	$65,000	$65,000	$65,000	$65,000
Estimated Rounds	30k	30k	30k	30k	30k
Fees Per Round	$2.75	$2.75	$2.75	$2.75	$3.00
Revenue for Rounds	$82,500	$82,500	$82,500	$82,500	$90,000
Payment to the City	**$147,500**	**$147,500**	**$147,500**	**$147,500**	**$150,000**
(1) Does not include Capital Improvements contributions which are identified in Table 6 of this report					

Condition and Improvement Plans

The City's contract fire marshal completed a site inspection of the Madera Golf Course on October 25, 2023. An inspection report was prepared on November 1, 2023 (Attachment 2) and shared with the advisory Committee shortly thereafter.

After review and discussion, the Committee drafted a letter (Attachment 3) outlining concerns relating to deferred maintenance at the Golf Course. However, the letter did not propose any cost estimates but was subsequently shared with the City Council on March 6, 2024.

Budgetary estimates addressing all deferred maintenance concerns were discussed during the Committee meeting held on April 22, 2024 (Table 3).

Table 3: *Repair Estimates*	
Deferred Maintenance Item	$
Assembly Bldg. Tree Roots External Concrete	$10,000
Missing Paint External	$50,000
Exit Signage (Complete)	-
Kitchen Ceiling (Complete)	-
AC Mechanical Units	$210,000
Restrooms ($40K FY 23/24 + $40K FY 24/25)	$80,000
Egress Doors	$60,000
Irrigation System (Full System)	$4,000,000
Pump Station (1)	$60,000
Heads and Controller (2)	$1,000,000
Current Annual average Irrigation Repair Costs (1)	$40,000
Invasive Grass and Weeds (SGM will handle)	-
Enhanced Practice Facilities (2)	TBD
Additional turf on the Driving Range (2)	TBD
(1) Alternative instead of replacing the complete irrigation system (2) Requires Additional clarification from USGA	

Table 4 provides an overview of the revenue the Golf Course has generated for the City over the last several fiscal years. It includes information on the sources of revenue, including income from SGM and any transfers of funds from the General Fund.

Table 4: *Madera Golf Course Fund – Revenue (1)*					
	Fiscal Year				
	2020/21	2021/22	2022/23	2023/24 (2)	2024/25 Projected
Rents/Pro Shop	$20,049	$19,970	$24,267	$50,799	$65,000
Green Fee User Charges	$58,004	$54,742	$59,878	$78,584	$90,000
Transfer-In (from the General Fund) (3)	$298,804	$298,151	$298,804	$76,336	$0
Total Revenues	**$376,857**	**$298,151**	**$298,804**	**$76,336**	**$155,000**
(1) All figures are rounded to the nearest dollar. (2) Year to date. There are still approximately 2 months remaining in this fiscal year. (3) Transfer-in are funds provided by the General Fund. Funds from the General Fund are transferred to the Golf Course Fund, thus it is shown as a revenue. These funds helped pay to service outstanding debt.					

Table 5 offers an e overview of the City's expenditures related to the Golf Course, encompassing debt service, payments to the Airport due to the Golf Course's utilization of Airport-owned

property, and insurance costs. Notably, insurance expenses, previously covered by the General Fund, are now recorded in a newly established account to enhance transparency in financial reporting. This summary provides insight into the financial obligations of operating and maintaining the Golf Course.

Table 5: *City Expenses for the Golf Course (1)*					
	Fiscal Year				
	2020/21	2021/22	2022/23	2023/24 (2)	2024/25 Projected
Liability/Property Insurance	$0	$0	$0	$14,459	$14,458
Payment to Airport	$64,083	$64,083	$64,083	$51,266	$64,083
Interest Payment for Loan	$32,128	$22,590	$12,744	$2,581	$0
Principal Payment for Loan	$296,600	$306,200	$316,100	$161,800	$0
Total Expenses	**$392,811**	**$392,873**	**$392,927**	**$230,106**	**$78,541**

(1) This does not include the City's contribution of $25k for Capital Improvements as outlined in Amendment 9 beginning in Fiscal Year 2023/24. Capital Improvements contributions are listed in Table 5.
(2) Year to date. There are still approximately 2 months remaining in this fiscal year.

Capital Improvement Funds

The current contract includes provisions for the City to contribute $25,000 annually towards capital improvements. As part of the 6th Amendment to the agreement with SGM, SGM contributed $20k annually towards capital for 2 fiscal years, plus a one-time $15k contribution for water improvements. Prior to the COVID pandemic, SGM contributed $50k per year for capital improvements. In the current agreement, approved in June 2023, SGM contributes $50k, whereas the City contributes $25k for a total of $75k per year.

Table 6: *Capital Improvement Contributions per Amendment 9*					
Year of contract	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
SGM	$25,000	$25,000	$25,000	$25,000	$25,000
Clubhouse	$25,000	$25,000	$25,000	$25,000	$25,000
City Contribution	$25,000	$25,000	$25,000	$25,000	$25,000
Total Capital	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**

Why has the City historically subsidized the Golf Course?

The tables above summarize the revenue and expenses of operating the golf course. Notably, they highlight the General Fund's supplemental funding, which offsets the golf course's expenses.

It is essential to recognize that historically, the General Fund has played a crucial role in supporting the golf course financially. However, it's important to understand that the General Fund also subsidizes various other public spaces within the City, including:

- Town and Country Park
- Sunrise Rotary Sports Complex
- McNally Park
- Frank Bergon
- Pan-American Center
- Public pools

While the golf course and public pools are the only City facilities typically accessible via payment from visitors, the golf course is the only facility operated by a for-profit private company. This distinction is important in understanding the diverse operational models employed within our community spaces.

Furthermore, while programmed sports fields such as soccer fields and baseball diamonds are available to the public, it's pertinent to acknowledge that private leagues often lease these fields. However, the rental rates only partially reflect the actual costs of maintaining these facilities. As a result, the General Fund also subsidizes such facilities, emphasizing the broader context of financial support for public amenities within the city.

This holistic perspective underscores the understanding that profitability alone does not serve as the sole measure of the value these facilities bring to our community. Instead, they contribute to residents' overall well-being and enrichment, promoting recreation, leisure, and social cohesion.

Financial Outlook for the Golf Course

With the retirement of the debt, a significant milestone has been achieved. Projections indicate that revenue from the Golf Course is expected to surpass expenses for the first time. Table 7 outlines a summary of projected expenses versus revenue for the upcoming five years, offering an overview of the anticipated financial landscape.

Table 7: *Financial Outlook (Revenues minus Expenses) for 5 fiscal years based on assumptions*

Year	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
Revenue					
Base Fee	$65,000	$65,000	$65,000	$65,000	$65,000
Estimated Rounds	30k	30k	30k	30k	30k
Fees Per Round	$2.75	$2.75	$2.75	$2.75	$3.00
Revenue for Rounds	$82,500	$82,500	$82,500	$82,500	$90,000
Ongoing Expenses					
Liability/Property Insurance	($14,459)	($14,458)	($15,000)	($15,000)	($15,000)
Payment to Airport	($64,083)	($64,083)	($64,083)	($51,266)	($64,083)
City Contribution for CIP	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)
Total	**$43,958**	**$43,959**	**$43,417**	**$56,234**	**$50,917**

ALTERNATIVES:

The staff has no recommendation currently. Request the council review the above information and determine whether it is feasible to stay the course as outlined in Amendment 9 or move forward with a budget adjustment addressing any or all the deferred maintenance items as presented.

ATTACHMENTS:

1. Resolution - Approving Ninth Amendment
2. Inspection Report for Madera Golf Course dated November 1, 2023
3. Golf Course Advisory Committee Letter received February 7, 2024

ATTACHMENT 1

RESOLUTION NO. 23-113

NINTH AMENDMENT TO THE MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT WITH SGM INC. DBA SIERRA GOLF MANAGEMENT INC.

WHEREAS, the City of Madera (City) owns the Madera Municipal Golf Course, hereinafter called golf course for use and benefit of the public; and

WHEREAS, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations; and

WHERAS, the City and SGM Inc. DBA Sierra Golf Management Inc. (SGM) entered into a five-year agreement on October 7, 2009; and

WHEREAS, the initial five-year agreement allowed for a five-year extension and said five-year extension was exercised via Amendment on October 15, 2014; and

WHEREAS, on October 3, 2013, the City Council approved the second amendment to the agreement; and

WHEREAS, on October 15, 2014, the City Council approved the third amendment to the agreement; and

WHEREAS, on October 2, 2019, the City Council approved the fourth amendment to the agreement; and

WHEREAS, on April 15, 2020, the City Council approved the Fifth amendment to the agreement; and

WHEREAS, on March 17, 2021, the City Council approved the Sixth amendment to the agreement; and

WHEREAS, on April 27, 2023, the City Council approved the Seventh amendment to the agreement; and

WHEREAS, on May 28, 2023, the City Council approved the Eighth amendment to the agreement; and

WHEREAS, the existing agreement is set to expire on June 30, 2023; and

WHEREAS, the City SGM have been in negotiations to develop new lease terms for full-service golf course operations; and

WHEREAS, the City and Sierra Golf Management have agreed to extend the existing agreement to five years including a five-year renewal option; and

WHEREAS, all terms and conditions of the agreements shall remain unless expressly amended in the ninth amendment a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved; and

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 Ninth Amendment to the Lease Agreement with SGM for Golf Course Operation and Management which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Amendment on behalf of the City.
4. This Resolution is effective immediately upon adoption.

****

PASSED AND ADOPTED by the City Council of the City of Madera this 21st day of June 2023 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Exhibit 1

NINTH AMENDMENT TO MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND SIERRA GOLF MANAGEMENT, INC.

This Ninth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement ("FIFTH Amendment") is made by and between the City Of Madera, a California municipal corporation, ("City"), and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610 ("Sierra") both hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS City and Sierra entered into an agreement on October 7, 2009, to contract for the operation and management of the Madera Municipal Golf Course ("Agreement"); and

WHEREAS, the Parties executed a Second Amendment to Agreement on July 3, 2013, a Third Amendment to Agreement onOctober15, 2014, a Fourth Amendment to Agreement on October 2, 2019, a Fifth Amendment to Agreement on, a Sixth Amendment on April 15, 2020, a Seventh Amendment on 27 April 2023, an Eighth Amendment on May 28, 2023; and

WHEREAS, the Parties have been diligently negotiating a new long-term agreement for the last few months; and

WHEREAS the Agreement is set expire on June 30, 2023; and

WHEREAS, the Parties the parties have reached mutual agreement on a new long-term contract.

AMENDMENT

1. Section 2 of the Agreement entitled "Term" and as amended by prior amendments is amended by adding the following to the end of Section 2:

   "Notwithstanding the above language, the term of this Agreement shall extend for a period not to exceed five years from the date of execution. Both parties agree to resume discussions related to exercising a five-year option to renew the agreement within 180 days of the termination date.

2. Section 5.1 of the Agreement entitled "Base Rent" and as amended by prior amendments is amended by adding the following to the end of Section 5.1:

   "Notwithstanding the above language, the base rent shall be $5416.66 per month during the term as described in Section 2 of the Agreement.

3. Section 5.2 of the Agreement entitled "Per Round Rate" and as amended by prior amendments is amended by adding the following to the end of Section 5.2:

> "Notwithstanding the above language and Section 4.6 of the Agreement, the Per Round Rate shall be $2.75 during years one (1) through four (4) and $3.00 in year four (4) through five (5) during the term as described in Section 2 of the Agreement.
>
> | | |
> |---|---|
> | Years 1-4 | $2.75 per round |
> | Year 5 | $3.00 per round |

4. Section 5.5 of the Agreement entitled Capital Improvement Account is amended as follows.

   Commencing on the Effective Date and continuing through the Initial Term and Renewal Term, the City shall hold in reserves $75,000 in the Golf Course Capital Improvement Account and shall make such funds available exclusively for capital improvement projects at the Leased Premises.

5. Section 5.6 of the Agreement entitled Capital Improvement in the Agreement relating to Capital Improvements is amended as follows.

   "Each year of the extended Agreement as per the Ninth Amendment, Sierra shall make capital improvements to the leased Premises in the amount of $50,000 per year. Sierra and its Tenant shall make an annual expenditure of no less than $25,000 each or $50,000 in total per calendar year.

   The first priority shall be the repair and upgrade of the banquet hall restrooms. In parallel or soon after, SGM will utilize the unexpended funds, $15,000 previously allotted via Amendment no Sixth to address the issue of potable water. These funds will be utilized to purchase a new water tank and pump.

   All other said capital improvements, and order of priority shall be determined by the Golf Course Committee.

6. Section 7.13 of the agreement entitled Restaurant and Banquet Operations is Amended as follows.

   Sentence 2 of Paragraph No 2 is deleted in its entirety and replaced with "Should SPS vacate the clubhouse, the City, and SGM will work together to procure a new operator"

7. Section 40 is added to the agreement to read as follows;

The City will utilize the Golf course for 5 events;

1. Annual 4th of July Holiday Golf Tournament
2. Fishing Derby
3. Employee Appreciation Day
4. Yet to determined
5. Yet to be determined

8. Section 41 is added to the agreement to read as follow:

   Golf Course Advisory Committee – Within 30 days of the effective date of this contract, a Golf Course Working Group shall be mutually established between the parties. The group shall be comprised of:

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

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

IN WITNESS WHEREOF, the City of Madera has caused this Ninth Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and SGM Inc. dba Sierra Golf Management Inc. has executed this Ninth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement on the day and year written below.

CITY OF MADERA,
A municipal corporation

Santos Garcia, Mayor

07/12/23
Date

SGM INC. DBA SIERRA GOLF MANAGEMENT INC.

Jeff Christenson, President/CEO

6-23-2023
Date

APPROVED AS TO FORM:

Hilda Cantu Montoy,

City Attorney ATTEST:

Alicia Gonzales, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

ATTACHMENT 2

City of Madera

November 1, 2023

RE: Inspection Report for Madera Golf Course

On October 25, 2023, an inspection of the Madera Golf Course located at Ave 17 was performed. The following is a report of what was observed during the site inspection. The report is divided into 2 sections; the first is the assessment for the assembly building and the second is for the pro-shop and maintenance building.

Assembly Building

1. Exterior concrete is heaved at the tree located outside the entry to the bar causing rainwater to flow towards/into building. Recommend tree removal and replace concrete as needed to provide proper slope at a minimum of 1% away from building. NOTE: The slope cannot exceed 2% at the accessible landing or 5% in any location.
2. The flooring inside the entry to the bar is water damaged and needs to be replaced.
3. Multiple locations along the exterior have missing paint creating a weather-proofing issue. All damage needs to be repainted.
4. Exit signage throughout needs to be checked, repaired and replaced. Due to the age of the units replacement is recommended but not required.
5. Repairs to the ceiling in the kitchen were made from a burst pipe. All such repairs need to be completed and must have surfaces that are non-absorbent so they may be cleaned in accordance with Heath Department regulations.
6. Mechanical Units on the north side appear to have excessive condensation which has caused multiple problems in the Mechanical Room.
   - The insulation is missing from condensing lines.
   - There are multiple holes in the ceiling.
   - There are multiple missing electrical cover plates.
   - The condensation pans appear to be quite rusted and leaky.
   - The units appear to have multiple repairs performed, but the age suggests that these are at the end of their life expectancy. New more efficient units are highly recommended.
7. The restrooms are dated but reasonably well maintained. However, the sinks and fixtures do not meet accessibility requirements. Therefore, if the bathrooms are to be refinished, such upgrades will be required. Also, since such upgrades are warranted by the Accessibility provisions of the California Building Codes and the ADA law, this protects the City from lawsuits. Also, such retrofit will require complying with CalGreen for water consumption which is simply low-flow fixtures.
8. Multiple egress doors need to be repaired/replaced. It appears the problem is mostly that the astragals (center vertical support rod) are not working properly. The doors themselves do not

appear to have significant damage although some signs of weathering and warping does exist. The panic hardware should be removed and replaced since apparently repairs have been attempted but with limited success. Some doors exceed the maximum 5# opening force as required by the Accessibility provisions of the California Building Codes and the ADA law.

9. The items below are required as components of the work to be performed because the were identified during the site inspection as not being code compliant.
   - Changes to accessibility generally will trigger upgrading the accessible path to such improvements from the public right-of-way. Such a path does not currently exist.
   - Proper air gap must be provided at drain lines at the floor sink in the kitchen.

Pro-Shop & Maintenance

1. The women's restroom does not have accessible sinks as well as paper towel dispensers.
2. A number of lights in the maintenance shop need to be repaired or replaced.
3. The main electrical service panel is obstructed by items. A minimum of 30 inches of clear space must be provided at all times.

A building permit is required for repairs and plans must be submitted which show all proposed work and shall include a copy of this letter with the application.

If you have any further questions, please contact me at (559) 661-5442

Thank you,

Matthew S. Tarr, FPE
Interim Fire Marshal

ATTACHMENT 3

MADERA

Mayor Santos Garcia
Madera City Council
205 W. 4th Street
Madera, CA 93637

Re. Madera Municipal Golf Course

Dear Mayor Garcia and Councilmembers,

The Golf Course Advisory Committee (GCAC) is writing this letter to provide an update on the committee's work thus far and to request a joint workshop with the council to obtain specific direction that will guide the committee's work for the following two to three years.

The GCAC has reviewed the lease (2009) which created the committee and has obtained a limited understanding of what we believe to be the city councils' directives, including the 9th amendment. What stood out to the GCAC and continues to be the focus is, the "City's desire to provide the highest level of service to the community of Madera". The GCAC is requesting a workshop to clarify and receive specific direction on what it means to provide "the highest level of service".

Ongoing GCAC Review

On October 25, 2023, an inspection of the Madera Golf Course located at Avenue 17 was performed by Interim Fire Marshal, Matthew S. Tar. The GCAC has discussed the inspection report at length, and the review just leads the GCAC to more unanswered questions and the need for guidance from the council.

Inspection Report – Assembly Building

1-2. Issue: Due to tree roots, external concrete is heaved causing rainwater to flow towards the building. Tree needs to be removed, concrete replaced and water-damaged flooring inside the entry replaced.

GCAC Response: The lease does not include provisions for the tenant to be responsible for tree removal or required concrete work. Future workshop should include whether this expenditure would utilize the Capital Improvements Fund. Or if not, would the City remediate without using the Capital Improvements Fund?

3. Multiple locations along the external having missing paint creating a weather-proofing issue.

GCAC Response: Specifics are required to fully understand the extent of this issue.

4. Exit signage throughout the building needs to be checked, repaired, and replaced.

GCAC Response: The need to ensure that the exit signage is working throughout the building is being addressed, receipts will be retained, and the invoice applied to the Capital Improvements Fund.

5. Completion of repairs to the ceiling in the kitchen need to be completed and kitchen surfaces must be non-absorbent so that they can be cleaned according to health department regulations.

GCAC Response: The tenant is responsible for rectifying these issues and work will be completed by their in-house team.

6. Mechanical Units – Due to age, new more efficient units are recommended.

GCAC Response: Due to the expected replacement costs, the committee is recommending replacing them in phases.

7. Restrooms need to meet ADA requirements.

GCAC Response: Highest Priority

Prioritized to reduce the potential for liability:

Assembly Building: Modify the women's restroom to meet ADA compliance. Remodel to the extent of painting and repairing /replacing broken toilets-fixtures.
Pro Shop: Modify the women's restroom to meet ADA compliance.
Assembly Building: Repair-replace egress doors to meet ADA compliance.
Assembly Building: Removal tree and replace concrete.

Future Items of Note
Deferred Maintenance of Irrigation System
Control of invasive Grasses and Weeds
Enhanced Practice Faculties
Additional Turf on Driving Range