



## Regular Meeting of the Madera City Council

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

### NOTICE AND AGENDA

Wednesday, October 7, 2020  
6:00 p.m.

Council Chambers  
City Hall

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This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 943 3571 2582# followed by \*9 on your phone to speak. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4<sup>th</sup> Street, Madera, CA 93637.

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

**ROLL CALL:** Mayor Andrew J. Medellin  
Mayor Pro Tem Santos Garcia, District 5  
Councilmember Cece Gallegos, District 1  
Councilmember Jose Rodriguez, District 2  
Councilmember Steve Montes, District 3  
Councilmember Derek O. Robinson Sr., District 4  
Councilmember Donald E. Holley, District 6

**INVOCATION:** Councilmember Donald Holley

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

#### **PUBLIC COMMENT:**

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

**WRITTEN COMMUNICATIONS:** None

**PRESENTATIONS:**

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Disability Awareness Month
3. Small Business Pandemic Grant Program (Report by Bobby Kahn, Madera EDC)

**INTRODUCTIONS:** None

**A. WORKSHOP:**

**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 – 7/15/20, 8/5/20**

**Recommendation:** Approve the City Council Minutes of July 15, 2020 and August 5, 2020

**B-2 Informational Report on Register of Audited Demands for September 5, 2020 to September 25, 2020**

**Recommendation:** No Action Required (Report by Roger Sanchez)

**B-3 Informational Report on Personnel Activity**

**Recommendation:** No Action Required (Report by Wendy Silva)

**B-4 2020 Sanitary Sewer Management Plan Update**

**Recommendation:** Adopt a Resolution Approving the 2020 Sanitary Sewer Management Plan Update and Recertify the Plan with the State Water Resources Control Board (Report by Daniel Foss)

**C. PUBLIC HEARINGS:** None

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

**D-1 First Amendment to the City Clerk At-Will Employment Agreement Extending the Term of the Agreement by Three Years and Approving Step Increase**

**Recommendation:** This report has been prepared at the direction of the City Council; therefore, there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution Approving a First Amendment to the City Clerk At-Will Employment Agreement (Report by Hilda Cantu Montoy)

**D-2 Amendment No. 1 and No. 2 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street and Central Avenue Intersection and Funding Amendment to CIP Budget**

**Recommendation:** 1) Adopt a Resolution Approving Funding Amendment Appropriating \$119,319 to the City's Fiscal Year 2020/21 Capital Projects Budget for

Consultant Services for the Lake/4th/Central Intersection, City Project No. R-57; and

- 2) Adopt a Resolution Approving Contract Amendment No. 1 and No. 2 for Professional Engineering Services Relating to the Lake/4th/Central Intersection in the Amount of \$133,800 (Report by Keith Helmuth)

**D-3 Contract for the Construction of 2019-20 SB-1 (RMRA) Seals and Overlays, City Project No. R-77, to Improve Approximately 2 Miles of Roadway**

**Recommendation:** Adopt a Resolution Approving the Contract Award for the 2019-20 SB-1 Road Maintenance and Rehabilitation Account (RMRA) Seals and Overlays, City Project No. R-77, in the Amount of \$861,323 to Avison Construction, Inc. (Report by Keith Helmuth)

**D-4 Identification of Projects for Federal Transportation Funding Under the Cycle 10 Call for Projects for the Highway Safety Improvement (HSIP)**

**Recommendation:** Adopt a Resolution Adopting the City's Project List for the Cycle 10 HSIP Call for Projects which Include Improvements at Four Intersections (Report by Keith Helmuth)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Retail Sales Tax Update**

**Recommendation:** Informational Only (Report by Roger Sanchez)

**E-2 Cal Fire Update**

**Recommendation:** Informational Only (Report by Matt Watson)

**E-3 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic**

**Recommendation:** Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

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

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

**G. CLOSED SESSION:**

**G-1 Conference with Legal Counsel – Anticipated Litigation**

Deciding Whether to Initiate Litigation Pursuant to Government Code Section 54956.9 (d)(4) One Case

**ADJOURNMENT:** – Next regular meeting on October 21, 2020

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- 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.

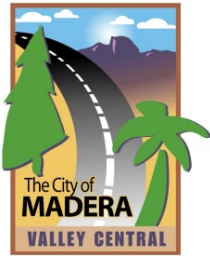
- Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
  - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for October 7, 2020 near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 4:30 p.m. on October 1, 2020.



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Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	07/15/2020
Adopted:	10/07/2020

**MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL**

**July 15, 2020  
6:00 p.m.**

**Council Chambers  
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 975 1294 7017# followed by \*9 on their phone to speak. Comments were also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4<sup>th</sup> Street, Madera, CA 93637.

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

**ROLL CALL**

**Present:** Mayor Andrew J. Medellin  
Mayor Pro Tem Santos Garcia, District 5  
Councilmember Cece Gallegos, District 1  
Councilmember Jose Rodriguez, District 2  
Councilmember Steve Montes, District 3  
Councilmember Derek O. Robinson Sr., District 4  
Councilmember Donald E. Holley, District 6

**Absent:** None

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Chief Matt Watson, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Dan Foss, Grants Program Manager David Dybas, Associate Civil Engineer Victor Aldama, Project Development Coordinator Licensed Ellen Bitter, and Administrative Analyst II Mary Church.

**INVOCATION:** Pastor Barry Bernard, Westside Christian Fellowship

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER HOLLEY, THE AMENDED AGENDA MOVING ITEM D-3 TO THE AUGUST 5, 2020 COUNCIL MEETING WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. 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.

No public comment was submitted. Public Comment was closed.

**WRITTEN COMMUNICATIONS:** None

## **PRESENTATIONS**

1. Department of Public Health Update on COVID-19 (Report by Sara Bosse Madera County Public Health Department)
2. Listos California Campaign (Report by Richard Peralta, United Way Fresno and Madera Counties)
3. Proclamation Recognizing Madera Community College as the 116th Campus of the States Community College System

**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 COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

#### **B-1 Minutes – May 20, 2020**

**Recommendation:** Approve the City Council Minutes of May 20, 2020

#### **B-2 Informational Report on Register of Audited Demands for June 20, 2020 to July 3, 2020**

**Recommendation:** No Action Required

#### **B-3 Informational Report on Contract City Attorney Service Expenditures**

**Recommendation:** No Action Required

**B-4 Agreement with the Fresno-Madera Area Agency on Aging for the Fiscal Year 2020/2021 Senior Transportation Program**

**Recommendation:** 1) Adopt a Resolution Approving the Agreement with the Fresno-Madera Area Agency on Aging (FMAA) to Serve Adult Citizens 60 Years and Older Transportation Programs in the Amount of \$17,000.00; and

2) Adopt a Resolution Amending the City's Fiscal Year 2020/2021 Budget for the Acceptance of Increased Anticipated Grant Revenue in the Amount of \$6,000.00

**RES 20-93** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING FOR THE FISCAL YEAR 2020/21 SENIOR TRANSPORTATION PROGRAM

**RES 20-99** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2020/21 BUDGET FOR THE ACCEPTANCE OF INCREASED ANTICIPATED GRANT REVENUE IN THE AMOUNT OF \$6,000.00

**B-5 Sidewalk Improvements at Lincoln Avenue, Austin Street, and South Street**

**Recommendation:** Adopt a Minute Order Approving the Acceptance of the Construction of Sidewalk Improvements at Lincoln Avenue, Austin Street, and South Street, City Project No. R-73, CDBG No. B18MC060053, Recording of Notice of Completion, Release of Retention 35 days after Recording Notice of Completion

**B-6 Master Agreement between the Madera County Transportation Commission and the City's 2019/2020 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding**

**Recommendation:** Adopt the Resolution Approving the Master Agreement between the Madera County Transportation Commission (MCTC) and the City for the Fiscal Year 2019/2020 Allocation of RSTP Exchange Funding

**RES 20-100** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) AND THE CITY OF MADERA FOR THE FISCAL YEAR 2019/2020 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE EXECUTED MASTER AGREEMENT TOGETHER WITH THE APPLICATION FOR PLANNED EXPENDITURES TO MCTC

**B-7 Amendment No. 6 to Agreement with Lars Anderson & Associates, Inc. for Engineering Services Relating to Construction of the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad Project**

**Recommendation:** Adopt a Resolution Approving Amendment No. 6 to the Agreement with Lars Anderson & Associates, Inc, for Engineering Services Relating to Construction of the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad Project

**RES 20-101** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 6 TO THE AGREEMENT WITH LARS ANDERSEN & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION PACIFIC RAILROAD

**B-8 Calling for and Giving Notice of a General Municipal Election to be Held on November 3, 2020 and Requesting that the Madera County Clerk Render Specified Election Services**

**Recommendation:** Adopt a Resolution Calling for and Requesting Consolidation of the City's General Election with the Statewide Election on November 3, 2020, for the Election of Council Members for Districts 2, 4, and 6 and of the Mayor Elected At-Large and that the Madera County Clerk Render Specified Election Services

**RES 20-102** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS OF THE CITY OF MADERA FOR COUNCIL MEMBERS OF DISTRICTS 2, 4, AND 6, AND FOR THE ELECTION OF MAYOR AT-LARGE TO BE HELD IN THE CITY OF MADERA ON NOVEMBER 3, 2020 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

**C. PUBLIC HEARINGS**

**C-1 Community Development Block Grant (CDBG) COVID-19 Final Funding Allocations and Amended 2019/2020 Action Plan**

**Recommendation:** Conduct the Public Hearing and Adopt a Resolution Approving the CDBG COVID-19 Final Funding Allocation (\$536,338) and Approving the Substantial Amendment to the 2019/2020 Action Plan

**ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM C-1 WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: MAYOR PRO TEM GARCIA.**

**RES 20-103** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COVID-19 FINAL ALLOCATIONS AND APPROVING THE SUBSTANTIAL AMENDMENT TO THE 2019/2020 ACTION PLAN, AND AUTHORIZING THE CITY MANAGER TO SIGN THE RELATED CERTIFICATIONS

**C-2 Confirm a Diagram and Assessments for Citywide Landscape and Lighting Assessment District Zones of Benefit for Annual Levy for Fiscal Year 2020/2021**

**Recommendation:** 1) Conduct a Public Hearing

- 2) If there are Unresolved Public Comments in any Zone that Require Changes to the Engineer's Report, Address the Public Comments at the Meeting Prior to Approving a Resolution Adopting the Engineer's Report as may be Revised by Council
  
- 3) Adopt a Resolution Confirming the Diagram and Assessments for Annual Levy for Fiscal Year 2020/2021 for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 Directing City Clerk to File the Diagram and Assessments with the Madera County Auditor

**ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, ITEM C-2 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES 20-104** A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR THE ANNUAL LEVY FOR FISCAL YEAR 2020-2021 FOR CITYWIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

**D-1 Agreement with WSD, LLC, a California Limited Liability Company for an Airport Property Lease Agreement**

**Recommendation:** Adopt a Resolution Approving the Agreement with WSD, LLC, a California Limited Liability Company for an Airport Property Lease Agreement

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES 20-105** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH WSD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR AN AIRPORT PROPERTY LEASE AGREEMENT

**D-2 Pipeline Protection and Inspection Agreement with SFPP, L.P. for Inspection Services related to the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad Project**

**Recommendation:** Adopt a Resolution Approving a Pipeline Protection and Inspection Services Agreement with SFPP, L.P. for Inspection Services related to the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad Project near the Kinder Morgan Pipeline

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES 20-106** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PIPELINE AND INSPECTION SERVICES AGREEMENT WITH SFPP, L.P. FOR INSPECTION SERVICES RELATED TO THE FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION PACIFIC RAILROAD

**D-3 Amendment to the Madera Municipal Code Relating to Deposits for Utility Services**

**Recommendation:** Waive Full Reading and Introduce an Ordinance of the City of Madera Amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Section 8-7.06 (C) and (D) of the Madera Municipal Code Relating to Deposits for Utility Services

This item was pulled and moved to the August 5, 2020 Council meeting.

**E. ADMINISTRATIVE REPORTS**

**E-1 Placement of a Measure on the Ballot for Voters to Consider Establishing a Cannabis Business License Tax to be put in Place should the City Permit Cannabis and Hemp Business in the Future**

**Recommendation:** Adopt a Resolution Submitting the City Voters a Ballot Measure to Establish a Business Tax on Businesses which Sell, Distribute, Manufacture, and Cultivate Cannabis Including Industrial Hemp and Hemp Products; Requesting that the Madera Board of Supervisors Authorize the Madera County Clerk to Render Specified Services to the City of Madera Relating to the Conduct of the Election; and Requesting Consolidation of this Election with the General Municipal and Statewide Consolidated Election to be held on November 3, 2020

**ON MOTION BY COUNCILMEMBER GARCIA AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM E-2 WAS APPROVED BY A VOTE OF 5/2. AYES: MAYOR MEDELLIN,**

**COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, AND MONTES. NOES: COUNCILMEMBER HOLLEY AND ROBINSON. ABSENT: NONE. ABSTAIN: NONE.**

**RES 20-107** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUBMITTING TO THE CITY VOTERS A BALLOT MEASURE TO ESTABLISH A BUSINESS TAX ON BUSINESSES WHICH SELL, DISTRIBUTE, MANUFACTURE, AND CULTIVATE CANNABIS INCLUDING INDUSTRIAL HEMP AND HEMP PRODUCTS; REQUESTING THAT THE MADERA BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE ELECTION; AND REQUESTING CONSOLIDATION OF THIS ELECTION WITH THE GENERAL MUNICIPAL AND STATEWIDE CONSOLIDATED ELECTION TO BE HELD ON NOVEMBER 3, 2020.

**E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic**

**Recommendation:** Deliberation and Direction Given from Council

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

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

Councilmember Robinson had nothing to report.

Councilmember Gallegos thanked the Police Department for all their hard work in the Camarena Health Center incident. The community feels safer since the suspect was apprehended. She thanked staff for their hard work also.

Mayor Pro Tem Garcia encouraged people to wear a mask to protect the community and first responders.

Councilmember Holley thanked everyone for their prayers, love and flowers and advised that his wife's funeral will be held on August 14<sup>th</sup>.

Councilmember Rodriguez shared his condolences to Councilmember Holley and his family. He thanked staff during these hard times of the pandemic. He also asked that people wear a mask especially public places and business in order to protect the community.

Councilmember Montes thanked all City staff during these challenging times. He also shared his condolences to Councilmember Holley.

Mayor Medellin thanked and shared his support and appreciation to the Chief of Police and the Police Department for all their hard work. He stated the last few days have been difficult for our entire team and community. He also stated the Downtown Association announced that there will not be an Old Timers Parade this year in September. He stated Debi Bray of the Chamber of

Commerce is doing a fantastic job at trying to get masks out to the small businesses. He thanked all City employees for their hard work and continued efforts. He added, social media shows a big divide and many questions about our future. His only ask is that people be kind to each other. He said the citizens of Madera are resilient and will bounce back.

**G. CLOSED SESSION**

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

**Agency Designated Representatives:** Arnolando Rodriguez, Wendy Silva, and Che Johnson

**Employee Organizations:** General Bargaining Unit/Madera Affiliated City Employees Association Mid-Management Employee Group

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 8:20 p.m.

Council returned from closed session at 9:43 p.m. with all Councilmembers present.

Mayor Medellin stated there was no reportable action.

**ADJOURNMENT** – The meeting was adjourned at 9:43 p.m. Next regular meeting August 5, 2020.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

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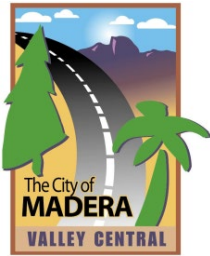
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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MINUTES PREPARED BY  
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	08/05/2020
Adopted:	10/07/2020

## MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**August 5, 2020**  
**6:00 p.m.**

**Council Chambers**  
**City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways: via phone by dialing (669) 900-6833 enter ID: 930 3650 3406# followed by \*9 on their phone to speak. Comments were also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4<sup>th</sup> Street, Madera, CA 93637.

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

### **ROLL CALL:**

**Present:** Mayor Andrew J. Medellin  
Mayor Pro Tem Santos Garcia, District 5  
Councilmember Cece Gallegos, District 1  
Councilmember Jose Rodriguez, District 2  
Councilmember Steve Montes, District 3  
Councilmember Derek O. Robinson Sr., District 4  
Councilmember Donald E. Holley, District 6

**Absent:** None

Others present were City Manager Arnoldo Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Chief Matt Watson, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Dan Foss, Communications Specialist Joseph Carrello, Deputy City Engineer Randy Bell and Police Lieutenant Josiah Arnold.

**INVOCATION:** Pastor Josh Blair, Central Valley Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**LATE DISTRIBUTION ANNOUNCEMENT:** City Clerk Alicia Gonzales

Pursuant to Government Code Section 54957, members of the public are advised that less than 72 hours prior to this evening's meeting, Item B-9 was distributed to the Council after the agenda packet was finalized. Members of the public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on our website.

## **APPROVAL OF AGENDA**

**ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, THE AGENDA WITH THE ADDITION OF B-9 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. 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.

No public comment was submitted. Public Comment was closed.

**WRITTEN COMMUNICATIONS:** None

## **PRESENTATIONS**

1. Department of Public Health Update on COVID-19 (Report by Sara Bosse Madera County Public Health Department Director)
2. Proclamation Recognizing Taiwan Chamber of Commerce

**INTRODUCTIONS:** None

### **A. WORKSHOP**

1. Update on Caltrans Project along SR 145 from Pecan Avenue to Tozer  
Randy Bell, Deputy City Engineer summarized the report.

### **B. CONSENT CALENDAR**

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

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE CONSENT CALENDAR ALONG WITH THE DISCUSSION ON ITEM B-9 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**B-1 Minutes – 05/06/20, 06/03/20, 06/11/20s, and 06/18/20s**

**B-2 Informational Report on Register of Audited Demands for July 2, 2020 to July 24, 2020**

**B-3 Informational Report on Personnel Activity**

**B-4 Update Administrative Policy 45: Injury and Illness Prevention Program to Include COVID-19 Supplement** - Adopt a Minute Order Approving Revisions to Administrative Policy No. 45: Injury and Illness Prevention Program (IIPP) to add a COVID-19 Supplement in Compliance with Cal/OSHA Requirements

**B-5 Agreement with the City of Kerman for the Use of the City of Kerman Range Facility** - Approve a Minute Order Authorizing the Chief of Police to Sign the Use Agreement Allowing the Madera Police Department to Use the City of Kerman Range Facility

**B-6 Acceptance of a Grant Award from the Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program for the Police Department** - 1) Approve a Resolution Authorizing the Police Chief to Accept the BJA CESF Grant on behalf of the City and 2) Approve a Resolution Amending the 2020/2021 City Budget to Reflect Revenues and Expenditures Related to the Grant

**RES 20-109** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE POLICE CHIEF TO ACCEPT THE GRANT AWARD FROM THE BUREAU OF JUSTICE ASSISTANCE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM IN THE AMOUNT OF \$100,599

**RES 20-110** CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2020/2021 BUDGET

**B-7 Justice Assistance Grant Program Fiscal Year 2020 Local Solicitation** - Adopt a Resolution Authorizing Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Fiscal Year 2020 Local Solicitation in the Amount of \$27,514

**RES 20-111** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

**B-8 Letter of Support for Senate Bill 795 Building Affordable and Inclusive Communities** - Approve a Minute Order Approving to Support SB795 Building Affordable and Inclusive Communities

**B-9 Agreement with Pacific West Communities, Inc. and Related Parties to Ensure Precise Plan Compliance (Downtown Residential – Veterans and Multi-family Housing Projects)** - Approve a Minute Order Authorizing the City Manager to enter into an Agreement, subject to Approval as to Legal Form by the City Attorney with Pacific West Communities, Inc. and Related Parties to ensure Amendment of Site Plan to Substantially Comply with the Conditions of Approval for Precise Plans 2018-03 and 2018-04 Previously Approved by the City for the Downtown Veterans and Multi-family Housing Projects.

Item E-1 was moved to this section in the agenda.

**C. PUBLIC HEARINGS**

- C-1 Weed Abatement within the City** - Conduct a Public Hearing to Consider any Objections to the Proposed Destruction and Removal of Weeds and Adopt a Resolution Ordering the Abatement of Weed Nuisances

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM C-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES 20-112** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA

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

- D-1 Amendment to the Madera Municipal Code Relating to Deposits for Utility Services** - Waive Full Reading and Introduce an Ordinance of the City of Madera Amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Section 8-7.06 (C) and (D) of the Madera Municipal Code Relating to Deposits for Utility Services

**ON MOTION BY COUNCILMEMBER ROBINSON AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

- D-2 Project Cooperation Agreement between the City of Madera and Madera Irrigation District Basin – Airport Basin** - Adopt a Resolution Approving an Agreement between the City and MID – Airport Basin

**ON MOTION BY MAYOR PRO TEM GARCIA AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-2 WAS TABLED TO A FUTURE MEETING UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

- D-3 Project Cooperation Agreement between the City of Madera and Madera Irrigation District - Golf Course Basins** - Adopt the Resolution Approving an Agreement for use of the Identified Basins for Recharge Purposes

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES 20-113** A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROJECT COOPERATION AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION DISTRICT – GOLF COURSE BASINS

**D-4 Second Amendment to the City Manager At-Will Employment Agreement** - This Report has been Prepared at the Direction of the City Council; therefore, there is No Staff Recommendation Provided. Council is asked to Consider and Determine whether to Adopt the Resolution Approving a Second Amendment to the City Manager At-Will Employment Agreement

Hilda Cantu Montoy, City Attorney summarized the report and benefits.

Mayor Medellin announced: Pursuant to Government Code Subsection 54953(c)(3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered. If approved, the proposed amendment to the City Manager’s employment agreement will be the existing agreement as follows:

- The agreement will be extended by three (3) years to December 3, 2024.
- For years three (3) to six (6), the employee will be entitled to six (6) months’ salary and health benefits severance if separated without cause.
- The City Manager salary will be increased one (1) merit step due to satisfactory performance to Step E of Salary Schedule M Range 587 which is \$193,953.74 per year effective on his merit anniversary date of December 3, 2019.
- The health insurance language will be amended to provide the same City contribution and plan offerings as for City’s mid-management personnel.

Mayor Medellin ask City Clerk Alicia Gonzales if any comments had been received. Ms. Gonzales stated none were submitted.

**ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-4 WAS APPROVED BY A VOTE OF 5/2. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, MONTES, ROBINSON, AND HOLLEY. NOES: MAYOR PRO TEM GARCIA AND COUNCILMEMBER RODRIGUEZ. ABSENT: NONE. ABSTAIN: NONE.**

**RES 20-114** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SECOND AMENDMENT TO THE CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

**E. ADMINISTRATIVE REPORTS**

**E-1 Mid-Valley Disposal First and Second Quarter Updates**

This item was moved after the Consent Calendar and before the Public Hearing section. Annette Kwock of Mid Valley Disposal summarized the report.

**E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic** - Deliberation and Direction Given from Council

**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 Medellin stated that recently the City was shocked that a young boy with special needs went missing. The community came together. Hundreds of people volunteered their time to search for Thaddeus (Sran). It was the worst possible news when he was discovered. Mayor Medellin stated he is greatly appreciative of the Madera Police Department in partnership with the Madera County Sheriff's Office, State Marshals, Federal Bureau of Investigation (FBI) and Chowchilla Police Department.

Mayor Medellin stated there is an all-inclusive play structure at Centennial Park that was built for special needs children like Thaddeus Sran. There are no obstacles or steps that would hinder a child with any special needs to play there. Mayor Medellin stated he met with members of the community and received a lot of support from the members of the community to remember in perpetuity Thaddeus and all children with special needs. Mayor Medellin asked if his colleagues would support him in bringing a staff report to the August 19<sup>th</sup> Council meeting that would rename the play structure to the Thaddeus Sran Playground at Centennial Park. He polled the Councilmembers and all of them agreed to the staff report.

Mayor Medellin asked that they be aware of domestic violence, abuse and neglect. This is not the only case. He asked that they stay connected with family and neighbors. He asked that they pray this does not happen again.

Councilmember Robinson had nothing to report.

Councilmember Gallegos stated that there are awesome people in the community. City staff are awesome. She thanked staff and the community.

Mayor Pro Tem Garcia had nothing to report.

Councilmember Holley advised that he will be taking the next two weeks off to take care of personal business.

Councilmember Rodriguez strongly encouraged people to wear a face mask.

Mayor Medellin agreed and stated he will wear a mask for you if you will wear a mask for him and all loved ones.

Councilmember Montes also encouraged people to wear a face mask. He asked if there was a way to increase the awareness of child abuse and advocacy.

Mayor Medellin agreed with Councilmember Montes and asked that people wear a face mask.

**G. CLOSED SESSION: None**

**ADJOURNMENT** – The meeting was adjourned at 9:40 p.m. Next regular meeting August 19, 2020.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

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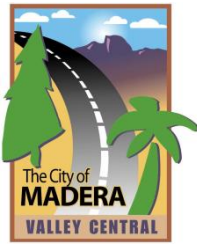
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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MINUTES PREPARED BY  
ZELDA LEON, Deputy City Clerk



## REPORT TO CITY COUNCIL

Approved by:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
City Manager

**Council Meeting of:** October 7, 2020

**Agenda Number:** B-2

### SUBJECT:

Informational Report on Register of Audited Demands

### RECOMMENDATION:

Review Register of Audited Demands Report for September 5, 2020 to September 25, 2020.

### SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 5, 2020 to September 25, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	27645 - 27775	\$2,693,389.12

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$613,196.93
<i>SDI</i>	EDD	\$2,026.60
<i>CalPERS Payment</i>	CalPERS	\$257,463.68

### DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 and Fiscal Year 2020/2021 budgets 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 approved 2019/2020 and 2020/2021 budgets.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT**

**October 7, 2020**

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27645	09/08/2020	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS - COBRA RETIREE ENROLLEES	\$ 16,331.12
27646	09/08/2020	ENGINEERING	ENGINEERING	AKEL ENGINEERING GROUP, INC.	ROAD 26 BASIN EVALUATION	\$ 2,418.50
27647	09/08/2020	FINANCE	AIRPORT OPS	AT&T	08/20 CALNET 3 SERVICE 9391026409	\$ 22.53
27647	09/08/2020	FINANCE	CENTRAL ADMIN	AT&T	08/20 CALNET 3 SERVICE 9391026406	\$ 20.46
27647	09/08/2020	FINANCE	FINANCE	AT&T	08/20 CALNET 3 SERVICE 9391026406	\$ 20.46
27647	09/08/2020	FINANCE	HR/RISK MGT	AT&T	08/20 CALNET 3 SERVICE 9391026406	\$ 22.10
27647	09/08/2020	FINANCE	PARKS	AT&T	08/20 CALNET 3 SERVICE 9391026412	\$ 161.14
27647	09/08/2020	FINANCE	PD ADMIN	AT&T	08/20 CALNET 3 SERVICE 9391026414	\$ 221.02
27647	09/08/2020	FINANCE	PD ADMIN	AT&T	08/20 CALNET 3 SERVICE 9391064552	\$ 386.83
27647	09/08/2020	FINANCE	SEWER OPS	AT&T	08/20 CALNET 3 SERVICE 9391026410	\$ 42.56
27647	09/08/2020	FINANCE	SR CITIZEN	AT&T	08/20 CALNET 3 SERVICE 9391026415	\$ 60.46
27647	09/08/2020	FINANCE	WWTP	AT&T	08/20 CALNET 3 SERVICE 9391026405	\$ 21.53
27647	09/08/2020	FINANCE	WWTP	AT&T	08/20 CALNET 3 SERVICE 9391026417	\$ 35.84
27648	09/08/2020	FINANCE	GENERAL FUND	BERRY CONSTRUCTION	REQUEST FOR RELEASE OF FUNDS	\$ 4,000.00
27649	09/08/2020	BUILDING	BUILDING	BLDING/PLAN REFNDS	CANCELLED PERMIT	\$ 36.62
27649	09/08/2020	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	CANCELLED PERMIT	\$ 1.50
27650	09/08/2020	HR	CITY CLERK	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE SEPTEMBER 2020	\$ 536.52
27650	09/08/2020	HR	INS/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE SEPTEMBER 2020	\$ 6,171.09
27650	09/08/2020	HR	PAYROLL TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE SEPTEMBER 2020	\$ 210,990.26
27650	09/08/2020	HR	PD ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE SEPTEMBER 2020	\$ 536.52
27651	09/08/2020	FACILITIES	CENTRAL ADMIN	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 145.00
27651	09/08/2020	FACILITIES	PD ADMIN	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 645.00
27652	09/08/2020	PD	PD ADMIN	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINTS	\$ 189.00
27653	09/08/2020	ENGINEERING	RSTP - FED EX	CHASE, SCOTT & MELISSA	RELOCATION CLAIM RESOLUTION #19-168	\$ 19,550.00
27654	09/08/2020	FINANCE	WATER UTILITY	CITY OF MADERA	MISAPPLIED PAYMENT	\$ 25.65
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 200.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 100.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 90.25
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 94.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 200.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 100.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 200.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 200.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	HOSE REBATE APPLY TO UB ACCT	\$ 29.91

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27654	09/08/2020	WATER	WATER CONS	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27655	09/08/2020	HR	HR/RISK MGT	CPS HR CONSULTING	PSD EXAM	\$ 502.70
27656	09/08/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	AUGUST 2020 BILLING	\$ 2,066.34
27656	09/08/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	AUGUST 2020 BILLING	\$ 2,066.34
27656	09/08/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	AUGUST 2020 BILLING	\$ 4,132.68
27657	09/08/2020	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 80.00
27657	09/08/2020	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	AUG ALARM MONITORING	\$ 80.00
27658	09/08/2020	PD	PD ADMIN	EVERBRIDGE, INC.	CONTRACT INTEREST	\$ 423.81
27659	09/08/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SERVICES	\$ 13,162.50
27660	09/08/2020	PD	PD ADMIN	FRESNO BEE, THE	JOB RECRUITMENT AD	\$ 1,055.00
27661	09/08/2020	PLANNING	PLANNING	FRESNO BEE, THE	JOB RECRUITMENT AD	\$ 1,087.00
27662	09/08/2020	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 13.68
27663	09/08/2020	HR	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP SERVICES JULY 2020	\$ 882.36
27663	09/08/2020	HR	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP SERVICES AUGUST 2020	\$ 882.36
27664	09/08/2020	FLEET	FLEET MAINT	HERITAGE-CRYSTAL CLEAN, INC.	PARTS WASHER CLEANING	\$ 847.74
27665	09/08/2020	GRANTS	TRANS - FIXED	JEFFREY SCOTT ADVERTISING	ADVERTISING CHARGES	\$ 202.50
27665	09/08/2020	GRANTS	TRANS - FIXED	JEFFREY SCOTT ADVERTISING	ADVERTISING CHARGES	\$ 416.25
27665	09/08/2020	GRANTS	TRANS - DAR	JEFFREY SCOTT ADVERTISING	ADVERTISING CHARGES	\$ 416.25
27666	09/08/2020	PD	PD ADMIN	LEGACY K9 INC.	BI MONTHLY MAINTENANCE TRAINING K9	\$ 2,599.98
27667	09/08/2020	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE SEPTEMBER 2020	\$ 8,150.73
27668	09/08/2020	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	\$ 409.16
27669	09/08/2020	FINANCE	GENERAL FUND	MADERA COUNTY	REIMBURSE DUPLICATE PAYMENT RECEIVED	\$ 30,619.37
27670	09/08/2020	PD	PD ADMIN	MADERA POLICE OFFICERS ASSOCIATION	BODY ARMOUR REIMBURSEMENT	\$ 2,922.75
27671	09/08/2020	PD	PD ADMIN	MADERA TRIBUNE	JOB RECRUITMENT	\$ 64.60
27671	09/08/2020	PLANNING	PLANNING	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING	\$ 247.00
27671	09/08/2020	PLANNING	PLANNING	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING	\$ 312.00
27672	09/08/2020	FLEET	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	AUGUST CNG FUEL USAGE	\$ 3.98
27672	09/08/2020	FLEET	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	AUGUST CNG FUEL USAGE	\$ 55.50
27672	09/08/2020	FLEET	MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	AUGUST CNG FUEL USAGE	\$ 5.45
27672	09/08/2020	FLEET	PARKS	MADERA UNIFIED SCHOOL DISTRICT	AUGUST CNG FUEL USAGE	\$ 167.90
27672	09/08/2020	FLEET	STREETS	MADERA UNIFIED SCHOOL DISTRICT	AUGUST CNG FUEL USAGE	\$ 25.65
27673	09/08/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	BATON HOLDER	\$ 12.45
27674	09/08/2020	FLEET	FLEET MAINT	MIDSTATE AUTOMOTIVE EQUIPMENT	NEW MOHAWK TP-20	\$ 3,650.00
27675	09/08/2020	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	\$ 29,624.50
27676	09/08/2020	PARKS	CDBG PUB	O'DELL ENGINEERING, INC.	DESIGN SERVICES FOR ADA IMPROVEMENTS	\$ 415.00
27677	09/08/2020	WATER	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 684.00
27678	09/08/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 8126770647-1	\$ 603.37
27678	09/08/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 3819620697-3	\$ 202.14

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27678	09/08/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 7.84
27678	09/08/2020	FINANCE	AQUATICS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 1,941.62
27678	09/08/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 65.22
27543	09/08/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	08/20 SERVICE 8307681856-2	\$ 392.42
27678	09/08/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 1,488.37
27678	09/08/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 219.92
27678	09/08/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 3499945233-6	\$ 75.95
27678	09/08/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 8178280304-3	\$ 60.51
27678	09/08/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 3642526071-2	\$ 40.71
27678	09/08/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 7949615676-5	\$ 14.69
27678	09/08/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 1,134.72
27678	09/08/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	08/20 SERVICE 2173157566-4	\$ 1,150.69
27678	09/08/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 57.56
27678	09/08/2020	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 184.99
27678	09/08/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 665.43
27678	09/08/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 3,667.60
27678	09/08/2020	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 1,443.60
27678	09/08/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 26.04
27678	09/08/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 8.44
27678	09/08/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 8.11
27678	09/08/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9651992016-7	\$ 101.30
27678	09/08/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9172110863-6	\$ 18,531.22
27678	09/08/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 28,875.17
27678	09/08/2020	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 53.16
27678	09/08/2020	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 9.86
27678	09/08/2020	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	08/20 SERVICE 9920095153-3	\$ 19.72
27678	09/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS ACTIVITY CANCELLATION DUE TO COVID	\$ 35.00
27679	09/08/2020	PARKS	SPORTS	OTP- PARKS REFUNDS	SPORTS ACTIVITY CANCELLATION DUE TO COVID	\$ 315.00
27679	09/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS ACTIVITY CANCELLATION DUE TO COVID	\$ 35.00
27680	09/08/2020	PARKS	SPORTS	OTP- PARKS REFUNDS	SPORTS ACTIVITY CANCELLATION DUE TO COVID	\$ 315.00
27680	09/08/2020	COMM & REC	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID	\$ 785.00
27681	09/08/2020	COMM & REC	GENERAL FUND	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID	\$ 200.00
27681	09/08/2020	COMM & REC	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID	\$ 25.00
27681	09/08/2020	FLEET	FLEET ACQU	PIONEER FARM EQUIPMENT CO.	NEW KUBOTA TRACTOR	\$ 61,962.56
27682	09/08/2020	PD	PD ADMIN	PROFORCE	RADIO HOLDERS AND BATONS	\$ 765.10
27683	09/08/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 245.00
27684	09/08/2020	PD	MEAS K - PD	SAN DIEGO POLICE EQUIPMENT	AMMUNITION	\$ 958.60
27685	09/08/2020	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 236.76

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27686	09/08/2020	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 2,764.33
27686	09/08/2020	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 4,054.14
27686	09/08/2020	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 2,027.97
27686	09/08/2020	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 186.25
27686	09/08/2020	PW ADMIN	INTERMODAL	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 439.92
27686	09/08/2020	PW ADMIN	PD ADMIN	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 3,611.91
27686	09/08/2020	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 576.83
27686	09/08/2020	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 186.27
27686	09/08/2020	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 186.27
27686	09/08/2020	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 372.52
27686	09/08/2020	PW ADMIN	WATER CAP	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 576.84
27686	09/08/2020	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 177.24
27686	09/08/2020	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	AUGUST JANITORIAL SERVICE	\$ 690.18
27686	09/08/2020	PD	PD ADMIN	SPEAKWRITE LLC	TRANSLATION SERVICES	\$ 131.72
27687	09/08/2020	WATER	WATER QUALITY	STATE OF CALIFORNIA	DOJ FINGERPRINTING	\$ 32.00
27688	09/08/2020	WATER	WATER OPS	SWRCB	GRADE D3 RENEWAL	\$ 80.00
27689	09/08/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	\$ 1,076.37
27690	09/08/2020	PW ADMIN	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 220.38
27690	09/08/2020	PW ADMIN	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 124.56
27690	09/08/2020	PW ADMIN	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 105.98
27690	09/08/2020	PW ADMIN	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 93.77
27690	09/08/2020	PW ADMIN	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 111.85
27690	09/08/2020	PW ADMIN	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 52.26
27690	09/08/2020	PW ADMIN	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 115.98
27690	09/08/2020	PW ADMIN	DRAINAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 28.68
27690	09/08/2020	PW ADMIN	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 133.72
27690	09/08/2020	PW ADMIN	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 93.19
27690	09/08/2020	PW ADMIN	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 163.96
27690	09/08/2020	PW ADMIN	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 42.35
27690	09/08/2020	PW ADMIN	MOTOR POOL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 29.88
27690	09/08/2020	PW ADMIN	MOTOR POOL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 9.04
27690	09/08/2020	PW ADMIN	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 99.25
27690	09/08/2020	PW ADMIN	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 119.80
27690	09/08/2020	PW ADMIN	LMD SERVICES	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 11.39
27690	09/08/2020	PW ADMIN	LMD SERVICES	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 26.58
27690	09/08/2020	PW ADMIN	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 1,032.13
27690	09/08/2020	PW ADMIN	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 1,235.18
27690	09/08/2020	PW ADMIN	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 2,796.77

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27690	09/08/2020	PW ADMIN	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 2,636.57
27690	09/08/2020	PW ADMIN	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 175.25
27690	09/08/2020	PW ADMIN	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 324.85
27690	09/08/2020	PW ADMIN	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 354.79
27690	09/08/2020	PW ADMIN	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 529.06
27690	09/08/2020	PW ADMIN	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 417.41
27690	09/08/2020	PW ADMIN	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 622.63
27690	09/08/2020	PW ADMIN	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 1,455.14
27690	09/08/2020	PW ADMIN	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 1,588.01
27690	09/08/2020	PW ADMIN	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 1,323.97
27690	09/08/2020	PW ADMIN	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 1,444.86
27690	09/08/2020	PW ADMIN	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 13.18
27690	09/08/2020	PW ADMIN	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 13.18
27690	09/08/2020	PW ADMIN	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 26.36
27690	09/08/2020	PW ADMIN	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 535.17
27690	09/08/2020	PW ADMIN	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 668.11
27690	09/08/2020	PW ADMIN	WATER QUALITY	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/21/20-08/31/20	\$ 104.68
27690	09/08/2020	PW ADMIN	WATER QUALITY	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 79.61
27690	09/08/2020	PW ADMIN	WWTP	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/14/20-08/20/20	\$ 75.89
27690	09/08/2020	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GOVERNMENT AFFAIRS CONSULTING-SEPT 2020	\$ 4,000.00
27691	09/08/2020	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GOVERNMENT AFFAIRS CONSULTING-JULY 2020	\$ 4,000.00
27691	09/08/2020	PD	PD ADMIN	TRANSUNION RISK & ALT DATA SOL.	DATABASE ACCESS AUGUST 2020	\$ 184.00
27692	09/08/2020	PARKS	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING	\$ 3,300.00
27693	09/08/2020	WWTP	WWTP	WEST COAST ARBORISTS, INC.	TREE TRIMMING	\$ 4,500.00
27693	09/08/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	VARBELLA ESTATES PHASE II PLAN CHECK	\$ 945.00
27694	09/08/2020	PD	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	\$ 37.24
27695	09/08/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	\$ 1,076.70
27696	09/14/2020	FACILITIES	DRAINAGE	CALIFORNIA AIR RESOURCES BOARD	REGISTRATION RENEWAL	\$ 735.00
27697	09/14/2020	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 21.05
27698	09/14/2020	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 118.20
27698	09/14/2020	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 33.12
27698	09/14/2020	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 701.34
27698	09/14/2020	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 328.30
27698	09/14/2020	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 560.03
27698	09/14/2020	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 864.73
27698	09/14/2020	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 261.87
27698	09/14/2020	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 26.10
27698	09/14/2020	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 397.70

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27698	09/14/2020	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 93.68
27698	09/14/2020	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	08/20 UNIFORM SERVICES	\$ 418.39
27698	09/14/2020	FINANCE	AQUATICS	AT&T	08/20 CALNET 3 SERVICE 9391026397	\$ 20.48
27699	09/14/2020	FINANCE	CITY ATTORNEY	AT&T	08/20 CALNET 3 SERVICE 9391026388	\$ 43.86
27699	09/14/2020	FINANCE	CITY CLERK	AT&T	08/20 CALNET 3 SERVICE 9391031559	\$ 164.68
27699	09/14/2020	FINANCE	CITY CLERK	AT&T	08/20 CALNET 3 SERVICE 9391026402	\$ 22.15
27699	09/14/2020	FINANCE	CITY CLERK	AT&T	08/20 CALNET 3 SERVICE 9391026390	\$ 560.56
27699	09/14/2020	FINANCE	CITY CLERK	AT&T	08/20 CALNET 3 SERVICE 9391031577	\$ 236.87
27699	09/14/2020	FINANCE	CODE ENF	AT&T	08/20 CALNET 3 SERVICE 9391026413	\$ 43.81
27699	09/14/2020	FINANCE	COMM & REC	AT&T	08/20 CALNET 3 SERVICE 9391026391	\$ 202.94
27699	09/14/2020	FINANCE	FACILITIES MAINT	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 14.52
27699	09/14/2020	FINANCE	FLEET MAINT	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 9.68
27699	09/14/2020	FINANCE	PARKS ADMIN	AT&T	08/20 CALNET 3 SERVICE 9391031580	\$ 190.04
27699	09/14/2020	FINANCE	STREETS	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 24.22
27699	09/14/2020	FINANCE	SEWER OPS	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 16.95
27699	09/14/2020	FINANCE	SOLID WASTE	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 19.42
27699	09/14/2020	FINANCE	SR CITIZEN	AT&T	08/20 CALNET 3 SERVICE 9391026389	\$ 22.13
27699	09/14/2020	FINANCE	SR CITIZEN	AT&T	08/20 CALNET 3 SERVICE 9391026395	\$ 22.13
27699	09/14/2020	FINANCE	UB - GARBAGE	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 4.84
27699	09/14/2020	FINANCE	UB - SEWER	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 4.84
27699	09/14/2020	FINANCE	UB - WATER	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 9.70
27699	09/14/2020	FINANCE	UB - WATER	AT&T	08/20 CALNET 3 SERVICE 9391026392	\$ 22.58
27699	09/14/2020	FINANCE	UB - WATER	AT&T	08/20 CALNET 3 SERVICE 9391026393	\$ 42.62
27699	09/14/2020	FINANCE	WATER OPS	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 21.79
27699	09/14/2020	FINANCE	WATER QUALITY	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 9.68
27699	09/14/2020	FINANCE	WATER QUALITY	AT&T	08/20 CALNET 3 SERVICE 9391026407	\$ 22.15
27699	09/14/2020	FINANCE	WWTP	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 14.52
27699	09/14/2020	FINANCE	MEAS K - PD	AT&T	08/20 CALNET 3 SERVICE 9391031561	\$ 164.68
27699	09/14/2020	FINANCE	MEAS K - PD	AT&T	08/20 CALNET 3 SERVICE 9391026411	\$ 168.41
27699	09/14/2020	FINANCE	MEAS K - PD	AT&T	08/20 CALNET 3 SERVICE 9391031579	\$ 234.97
27699	09/14/2020	FINANCE	PURCHASING	AT&T	08/20 CALNET 3 SERVICE 9391031564	\$ 14.52
27699	09/14/2020	FINANCE	PURCHASING	AT&T	08/20 CALNET 3 SERVICE 9391026394	\$ 305.89
27699	09/14/2020	PD	PD ADMIN	AT&T	08/20 CALNET 3 SERVICE 9391031578	\$ 172.62
27699	09/14/2020	PD	PD ADMIN	AT&T	08/20 CALNET 3 SERVICE 9391031566	\$ 164.68
27700	09/14/2020	PD	PD ADMIN	BAZ ALLERGY ASTHMA & SINUS CENTER	HEALTH INSURANCE CLAIM	\$ 500.00
27701	09/14/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 202.50
27702	09/14/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,671.66
27703	09/14/2020	GRANTS	INTERMODAL	CITY OF MADERA	09/20 UTILITY SERVICE 3040431	\$ 79.51

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27704	09/14/2020	GRANTS	INTERMODAL	CITY OF MADERA	09/20 UTILITY SERVICE 3040441	\$ 174.83
27704	09/14/2020	GRANTS	INTERMODAL	CITY OF MADERA	09/20 UTILITY SERVICE 3040421	\$ 76.00
27704	09/14/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EMPLOYEE LIFE INSURANCE	\$ 928.70
27705	09/14/2020	CODE ENF	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST AIUGUST 2020	\$ 175.00
27706	09/14/2020	CODE ENF	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST JULY 2020	\$ 175.00
27706	09/14/2020	UB - WATER	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN AUGUST 2020	\$ 37.50
27706	09/14/2020	UB - WATER	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN AUGUST 2020	\$ 37.50
27706	09/14/2020	UB - WATER	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN AUGUST 2020	\$ 75.00
27706	09/14/2020	PD	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	\$ 75.78
27707	09/14/2020	ENGINEERING	GEN CAPITAL	ENGIE SERVICES U.S. INC.	SOLAR SERVICES CONTRACT	\$ 404,022.86
27708	09/14/2020	WATER	WATER CONS	GERALD BUUS	HORSE BOARDING 7/17/20-1/17/2021	\$ 900.00
27709	09/14/2020	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 14.31
27710	09/14/2020	GRANTS	INTERMODAL	GUARDIAN WESTERN SWEEPING INC.	AUGUST POWER SWEEPING	\$ 284.50
27711	09/14/2020	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	AUGUST POWER SWEEPING	\$ 284.50
27711	09/14/2020	HR	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP SERVICES SEPTEMBER 2020	\$ 441.60
27712	09/14/2020	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	\$ 3,089.80
27713	09/14/2020	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	NEGOTIATIONS 2019	\$ 111.00
27713	09/14/2020	PD	CENTRAL ADMIN	LOU'S GLOVES, INC.	SUPPLIES/MEDICAL GLOVES	\$ 714.00
27714	09/14/2020	CITY CLERK	CITY CLERK	MADERA TRIBUNE	SUMMARY OF ORDINANCE 3446	\$ 429.00
27715	09/14/2020	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING AD-PLANNING	\$ 240.50
27715	09/14/2020	WATER	WATER CONS	MADERA TRIBUNE	REQUEST FOR PROPOSALS	\$ 124.00
27715	09/14/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 167.96
27716	09/14/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 1,068.86
27718	09/14/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,182.08
27719	09/14/2020	WATER	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 684.00
27720	09/14/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 1598348280-1	\$ 50.08
27721	09/14/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 5225647713-5	\$ 14.78
27721	09/14/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	08/20 SERVICE 1715785853-5	\$ 1,613.54
27721	09/14/2020	PARKS	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID	\$ 985.00
27722	09/14/2020	PARKS	GENERAL FUND	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID	\$ 500.00
27722	09/14/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID	\$ 25.00
27722	09/14/2020	CODE ENF	CODE ENF	PECK'S PRINTERY	NOTICE OF VIOLATION FORMS	\$ 696.26
27723	09/14/2020	FINANCE	SOLID WASTE	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 6/30/2020-9/29/2020	\$ 50.87
27724	09/14/2020	FINANCE	WATER OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 6/30/2020-9/29/2020	\$ 203.48
27724	09/14/2020	FINANCE	WATER QUALITY	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 6/30/2020-9/29/2020	\$ 50.87
27724	09/14/2020	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 6/30/2020-9/29/2020	\$ 101.73
27724	09/14/2020	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	\$ 6,722.33
27725	09/14/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27726	09/14/2020	PD	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	\$ 50.00
27727	09/14/2020	ENGINEERING	ACTIVE TRANS	TRUXELL & VALENTINO LANDSCAPE DEV	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 43,552.00
27728	09/14/2020	ENGINEERING	FAU - PARKS & PED	TRUXELL & VALENTINO LANDSCAPE DEV	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 34,220.00
27728	09/14/2020	ENGINEERING	MEAS T - ENVIRO	TRUXELL & VALENTINO LANDSCAPE DEV	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 19,594.57
27728	09/14/2020	FINANCE	GENERAL FUND	UNION BANK OF CALIFORNIA	SERVICES FOR PERIOD MAY - JULY 2020	\$ 875.00
27729	09/14/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	\$ 25,318.02
27730	09/14/2020	FINANCE	ENGINEERING	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES-TRANSIT CENTER	\$ 901.00
27731	09/14/2020	ENGINEERING	ENGINEERING	AKEL ENGINEERING GROUP, INC.	ROAD 26 BASIN EVALUATE DRAINAGE CHANGES	\$ 999.50
27732	09/21/2020	ENGINEERING	LTF - STREETS	ALERT-O-LITE	TRAFFIC CONTROL EQUIPMENT	\$ 1,151.08
27733	09/21/2020	HR	BUILDING	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL OCT 2020	\$ 1,114.97
27734	09/21/2020	AIRPORT	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING	CAT-I CO-PILOT PROGRAM FEE JUNE 2020	\$ 250.00
27735	09/21/2020	AIRPORT	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING	MAE CO-PILOT PROGRAM JULY 2020	\$ 310.00
27735	09/21/2020	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL OCTOBER 2020	\$ 118.40
27736	09/21/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 155.50
27737	09/21/2020	PD	PD ADMIN	CALIFORNIA DEPARTMENT OF JUSTICE	AUGUST FINGERPRINT APPS	\$ 224.00
27738	09/21/2020	UB - WATER	WATER CONS	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27739	09/21/2020	UB - WATER	WATER CONS	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	\$ 100.00
27739	09/21/2020	UB - WATER	WATER CONS	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO UB ACCT	\$ 200.00
27739	09/21/2020	UB - WATER	WATER CONS	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 100.00
27739	09/21/2020	CITY ADMIN	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES	\$ 2,021.52
27740	09/21/2020	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 63.73
27741	09/21/2020	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 63.73
27741	09/21/2020	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 63.73
27741	09/21/2020	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 18.92
27741	09/21/2020	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 18.92
27741	09/21/2020	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 18.92
27741	09/21/2020	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 18.92
27741	09/21/2020	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 18.92
27741	09/21/2020	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 18.92
27741	09/21/2020	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 135.45
27741	09/21/2020	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 135.45
27741	09/21/2020	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 135.45
27741	09/21/2020	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 90.62
27741	09/21/2020	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 90.62
27741	09/21/2020	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 90.62
27741	09/21/2020	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 36.86
27741	09/21/2020	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 36.86
27741	09/21/2020	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 36.86

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27741	09/21/2020	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 126.49
27741	09/21/2020	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 126.49
27741	09/21/2020	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 126.49
27741	09/21/2020	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 27.87
27741	09/21/2020	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 27.87
27741	09/21/2020	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 27.87
27741	09/21/2020	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 99.59
27741	09/21/2020	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 99.59
27741	09/21/2020	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 99.59
27741	09/21/2020	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 18.92
27741	09/21/2020	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 18.92
27741	09/21/2020	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 18.92
27741	09/21/2020	FINANCE	GRANTS	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 36.86
27741	09/21/2020	FINANCE	GRANTS	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 36.86
27741	09/21/2020	FINANCE	GRANTS	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 36.86
27741	09/21/2020	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 36.86
27741	09/21/2020	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 36.86
27741	09/21/2020	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 36.86
27741	09/21/2020	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 45.79
27741	09/21/2020	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 45.79
27741	09/21/2020	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 45.79
27741	09/21/2020	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 36.83
27741	09/21/2020	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 36.83
27741	09/21/2020	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 36.83
27741	09/21/2020	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 45.36
27741	09/21/2020	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 45.36
27741	09/21/2020	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 45.36
27741	09/21/2020	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 45.80
27741	09/21/2020	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 45.80
27741	09/21/2020	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 45.80
27741	09/21/2020	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 54.77
27741	09/21/2020	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 54.77
27741	09/21/2020	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 54.77
27741	09/21/2020	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 32.34
27741	09/21/2020	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 32.34
27741	09/21/2020	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 32.34
27741	09/21/2020	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 36.83
27741	09/21/2020	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 36.83

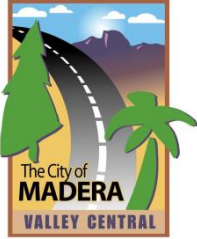
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27741	09/21/2020	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 36.83
27741	09/21/2020	FINANCE	SR CITIZEN	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 36.83
27741	09/21/2020	FINANCE	SR CITIZEN	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 36.83
27741	09/21/2020	FINANCE	SR CITIZEN	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 36.83
27741	09/21/2020	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 30.11
27741	09/21/2020	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 30.11
27741	09/21/2020	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 30.11
27741	09/21/2020	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 30.11
27741	09/21/2020	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 30.11
27741	09/21/2020	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 30.11
27741	09/21/2020	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 59.25
27741	09/21/2020	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 59.25
27741	09/21/2020	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 59.25
27741	09/21/2020	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 41.31
27741	09/21/2020	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 41.31
27741	09/21/2020	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 41.31
27741	09/21/2020	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 18.92
27741	09/21/2020	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 18.92
27741	09/21/2020	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 18.92
27741	09/21/2020	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 27.87
27741	09/21/2020	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 27.87
27741	09/21/2020	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 27.87
27741	09/21/2020	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 18.92
27741	09/21/2020	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 18.92
27741	09/21/2020	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 18.92
27741	09/21/2020	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 07/01/20-07/31/20	\$ 27.87
27741	09/21/2020	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 08/01/20-08/31/20	\$ 27.87
27741	09/21/2020	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 06/01/20-06/30/20	\$ 27.87
27741	09/21/2020	FINANCE	COMPUTER MAINT	COMCAST	9/14/20-10/13/20 SVS 8155500320092096	\$ 122.76
27742	09/21/2020	HR	AIRPORT OPS	CSJVRMA	2ND QUARTER DEPOSIT	\$ 12,892.53
27743	09/21/2020	HR	CENTRAL ADMIN	CSJVRMA	2ND QUARTER DEPOSIT	\$ 55,985.37
27743	09/21/2020	HR	FIRE	CSJVRMA	2ND QUARTER DEPOSIT	\$ 3,708.81
27743	09/21/2020	HR	FLEET MAINT	CSJVRMA	2ND QUARTER DEPOSIT	\$ 4,768.47
27743	09/21/2020	HR	INTERMODAL	CSJVRMA	2ND QUARTER DEPOSIT	\$ 353.22
27743	09/21/2020	HR	PARKS	CSJVRMA	2ND QUARTER DEPOSIT	\$ 176.61
27743	09/21/2020	HR	PAYROLL TRUST	CSJVRMA	2ND QUARTER DEPOSIT	\$ 351,096.00
27743	09/21/2020	HR	PD ADMIN	CSJVRMA	2ND QUARTER DEPOSIT	\$ 10,419.99
27743	09/21/2020	HR	STREETS	CSJVRMA	2ND QUARTER DEPOSIT	\$ 1,059.66

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27743	09/21/2020	HR	SEWER OPS	CSJVRMA	2ND QUARTER DEPOSIT	\$ 4,768.47
27743	09/21/2020	HR	SOLID WASTE	CSJVRMA	2ND QUARTER DEPOSIT	\$ 3,178.98
27743	09/21/2020	HR	STREET CLEANING	CSJVRMA	2ND QUARTER DEPOSIT	\$ 883.05
27743	09/21/2020	HR	WATER OPS	CSJVRMA	2ND QUARTER DEPOSIT	\$ 26,138.28
27743	09/21/2020	HR	WWTP	CSJVRMA	2ND QUARTER DEPOSIT	\$ 52,276.56
27743	09/21/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	SEPTEMBER 2020 NEWSLETTER	\$ 295.79
27744	09/21/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	SEPTEMBER 2020 NEWSLETTER	\$ 295.79
27744	09/21/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	SEPTEMBER 2020 NEWSLETTER	\$ 591.59
27744	09/21/2020	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 2,044.00
27745	09/21/2020	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING OCT-DEC	\$ 180.00
27746	09/21/2020	COMM & REC	COMM & REC	DIAMOND COMMUNICATIONS	PAC FIRE ALARM MONITORING	\$ 36.00
27746	09/21/2020	HR	INS/RISK MGT	EBIX, INC.	RISK MANAGEMENT SOFTWARE	\$ 165.00
27747	09/21/2020	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE DOWNTOWN DISTRICT	\$ 455.00
27748	09/21/2020	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE AUGUST 2020	\$ 5,070.00
27748	09/21/2020	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE AUGUST	\$ 11,215.00
27748	09/21/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SERVICES	\$ 11,887.50
27749	09/21/2020	ENGINEERING	STREETS CAPITAL	FRESNO REPROGRAPHICS	PRINTING SERVICES	\$ 182.04
27750	09/21/2020	FIRE	MEAS K - FIRE	HI-TECH EMERGENCY VEHICLE SERVICE INC	ENGINE 56 MECHANICAL REPAIRS	\$ 4,817.94
27751	09/21/2020	FIRE	MEAS K - FIRE	HI-TECH EMERGENCY VEHICLE SERVICE INC	T58 FABRICATION	\$ 7,436.30
27752	09/21/2020	PD	PD ADMIN	KER'S GAS & LUBE, INC.	AUGUST 2020 PD CAR WASHES	\$ 261.50
27753	09/21/2020	PD	PD ADMIN	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	\$ 17.03
27754	09/21/2020	ENGINEERING	MEAS T - RTP	LARS ANDERSEN & ASSOCIATES, INC.	QSP- STORM WATER RUNOFF DRAINAGE STUDY	\$ 5,713.00
27755	09/21/2020	RECREATION	AQUATICS	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	\$ 1,899.28
27756	09/21/2020	FINANCE	PURCHASING	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING - FINANCE	\$ 159.25
27757	09/21/2020	ENGINEERING	MEAS T - RTP	MID CAL PIPELINE & UTILITIES, INC.	R-10 PHASE 2 PROGRESS PAYMENT 1	\$ 14,725.00
27759	09/21/2020	IS	COMPUTER MAINT	NORTHWIND VENTURES, INC.	MDM ON DEMAND	\$ 2,495.00
27760	09/21/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 1619119913-8	\$ 99.22
27761	09/21/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 5207933925-6	\$ 51.71
27761	09/21/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	08/20 SERVICE 8675479583-8	\$ 41.44
27761	09/21/2020	PD	PD ADMIN	S & L TOWING & GARAGE	TOWING SERVIC	\$ 250.00
27762	09/21/2020	ENGINEERING	LTF - STREETS	SEAL RITE PAVING	SIDEWALK IMPROVEMENTS LINCOLN/AUSTIN	\$ 13,074.76
27763	09/21/2020	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 236.76
27764	09/21/2020	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 2,764.30
27764	09/21/2020	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 4,054.14
27764	09/21/2020	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 2,027.97
27764	09/21/2020	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 186.25
27764	09/21/2020	PW ADMIN	INTERMODAL	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 1,834.92
27764	09/21/2020	PW ADMIN	PD ADMIN	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 3,611.91

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27764	09/21/2020	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 576.83
27764	09/21/2020	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 576.84
27764	09/21/2020	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 186.27
27764	09/21/2020	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 186.27
27764	09/21/2020	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 372.52
27764	09/21/2020	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 177.24
27764	09/21/2020	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	SEPTEMBER JANITORIAL SERVICE	\$ 690.20
27764	09/21/2020	ENGINEERING	MAX CAPITAL	STANTEC ARCHITECTURE INC.	TRANSIT FACILITY PROJECT TRANS-01	\$ 70,419.96
27765	09/21/2020	ENGINEERING	PROP 1B PTMISEA	STANTEC ARCHITECTURE INC.	TRANSIT FACILITY PROJECT TRANS-01	\$ 2,917.56
27765	09/21/2020	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ENERGY 08/01/20-08/31/20	\$ 10,347.91
27766	09/21/2020	FIRE	MEAS K - FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	\$ 671.00
27767	09/21/2020	COMM & REC	COMM & REC	THYSSENKRUPP ELEVATOR CORPORATION	YC ELEVATOR SERVICE	\$ 276.22
27768	09/21/2020	FINANCE	GENERAL FUND	TREDER LAND LAW ATTORNEY CLIENT TRUST / SETTLEMENT AGREEMENT		\$ 801,345.00
27769	09/21/2020	FINANCE	PLANNING	TREDER LAND LAW ATTORNEY CLIENT TRUST / SETTLEMENT AGREEMENT		\$ (1,345.00)
27769	09/21/2020	PD	MEAS K - PD	TYLER TECHNOLOGIES INC.	BRAZOS HARDWARE	\$ 1,364.00
27770	09/21/2020	PD	DUI ENF	TYLER TECHNOLOGIES INC.	BRAZOS HARDWARE	\$ 10,327.11
27770	09/21/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	AUGUST LAWN SERVICE	\$ 310.00
27771	09/21/2020	PARKS	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING	\$ 13,350.00
27772	09/21/2020	PD	PD ADMIN	HARRY D. WILSON INC.	TIRE REPAIR/OIL CHANGE	\$ 269.04
27773	09/21/2020	PD	PD ADMIN	HARRY D. WILSON INC.	BRAKE REPAIR/FUSE REPAIR	\$ 186.02
27773	09/21/2020	PD	PD ADMIN	HARRY D. WILSON INC.	TIRE BALANCE/SIREN REPAIR	\$ 318.06
27773	09/21/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	SUGAR PINE VILLAGE PLAN CHECK	\$ 2,227.50
27774	09/21/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK SERVICES JOSEPH CROWN SUB	\$ 1,750.00
27774	09/21/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	FINAL MAP CHECK FOR VARBELLA ESTATES	\$ 771.62
27774	09/21/2020	GRANTS	HOME PROGRAM	NOLAN THOMAS MCGUIRE	PROGRESS PAYMENT #1 FOR OOR PI 20-06	\$ 16,402.00

**BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL**

**\$ 2,693,389.12**



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 7, 2020

**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 an informational update on employment matters, including new hires, transfers, and terminations.

**DISCUSSION:**

The Civil Service Commission met September 1, 2020 via Zoom and approved Eligibility Lists for the following classifications:

- Public Safety Dispatcher
- Senior Planner
- Associate Planner
- Assistant Planner

The following individuals began employment with the City since our last report:

<b>Table 1: New Hires</b>				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Nicholas Palmer	Parking Enforcement Officer	Police	PT	9/16/20
Jimmy Gallegos	Public Works Maintenance Aide	Public Works	PT	9/26/20

\*Status: PT = Part Time, FT = Full Time

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

<b>Table 2: Promotions, Transfers, or Assignment Changes</b>			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Jeffrey Barker	Public Works Maintenance Worker II	Water Quality Specialist-in-Training	9/26/20

The following employees separated from employment since our last report.

<b>Table 3: Separations</b>				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Charlena Sutherland	Public Safety Dispatcher	Police	PT	8/20/20
Patsy Gomez	Administrative Assistant	Public Works	FT	9/4/20
Joey Tyler	Water System Worker I	Public Works	FT	9/8/20

\*Status: PT = Part Time, FT = Full Time

**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.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

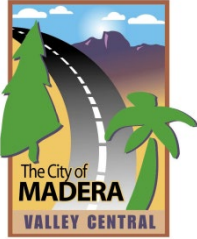
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



## REPORT TO CITY COUNCIL

Approved by:

\_\_\_\_\_  
Daniel Foss, Department Director

\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

Council Meeting of: October 7, 2020

Agenda Number:     B-4    

### SUBJECT:

2020 Sanitary Sewer Management Plan Update.

### RECOMMENDATION:

Adopt a resolution approving the 2020 Sanitary Sewer Management Plan Update and recertify the Plan with the State Water Resources Control Board.

### SUMMARY:

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Order Number 2006-0003-DWQ, the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDRs), which requires all federal and State agencies, municipalities, counties, districts, and other public entities that own or operate a wastewater collection system greater than one mile in length to develop and implement a system specific Sewer System Management Plan (SSMP). The City's 2009 SSMP and subsequent updates document how the it manages its wastewater collection system. Pursuant to this Order, each agency must present the Development Plan and Schedule to its governing body at a public meeting prior to certifying the document.

The 2009 SSMP was originally approved by the Council in May 2009 and last updated in October 2014. Pursuant to State wastewater regulations, the City is required to update the SSMP every five years.

### DISCUSSION:

The 2020 SSMP was prepared by the Akel Engineering Group and City staff in compliance with the requirements of the WDRs. Goals of the SSMP include:

- Minimizing the frequency and impact of sanitary sewer overflows (SSOs),

- Effectively and efficiently mitigating the impacts of SSOs should they occur,
- Providing adequate sewer capacity to convey peak flow,
- Maintaining and improving the condition of the collection system infrastructure to provide continual reliable service, and
- Engaging and educating the public regarding programs and issues related to the wastewater collection system

The City’s SSMP was last certified on October 10, 2014. Therefore, the following table summarizes the changes to the SSMP since its last certification:

<b>Table 1: 2020 SSMP Updates</b>			
<i>SSMP Element</i>	<i>Description of Change or Update</i>	<i>Authorized by</i>	<i>Date</i>
All	No changes	Eric Brooks	Jan. 2020
Introduction	Updated population and service connection	Eric Brooks	Jan. 2020
1. Goal	No changes	Eric Brooks	Jan. 2020
2. Organization	No changes	Eric Brooks	Jan. 2020
3. Legal Authority	No changes	Eric Brooks	Jan. 2020
4. Operations and Maintenance Program	CIP Table updated  Personnel dedicated to maintenance of sewer system updated  Sewer maintenance equipment inventory Added GIS collection system map  Updated list of high maintenance sewer lines  Updated list of sewer pump stations	Eric Brooks	Jan. 2020
5. Design and Performance Provisions	Lift station criteria updated	Eric Brooks	Jan. 2020
6. Overflow Emergency Response Plan	No changes	Eric Brooks	Jan. 2020
7. FOG Control Program	No changes	Eric Brooks	Jan. 2020
8. System Evaluation and Capacity Assurance Plan	No changes	Eric Brooks	Jan. 2020

9.	Monitoring, Measurement, and Program Modifications	Updated SSO reporting section with information from calendar year 2018	Eric Brooks	Jan. 2020
10.	SSMP Program Audits	No updates	Eric Brooks	Jan. 2020
11.	Communication Program	No Updates	Eric Brooks	Jan. 2020
12.	SSMP Completion and Certification	No updates	Eric Brooks	Jan. 2020

With approval of the resolution, activities and program elements identified in the SSMP will continue in compliance with State regulations.

**FINANCIAL IMPACT:**

Approximately 10 hours of staff time was used in completing this report, which is covered under water/sewer funds for normal duties.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Approval of this item is not directly addressed in the Vision or Action Plans.

**ALTERNATIVES:**

Council may choose to not approve the 2020 SSMP Update or request that additional information be provided prior to submittal of the updated Plan to the State

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A – 2020 Sewer System Management Plan

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING THE 2020 SANITARY SEWER  
MANAGEMENT PLAN UPDATE AND TO RECERTIFY THE PLAN WITH  
THE STATE WATER RESOURCES CONTROL BOARD**

**WHEREAS**, the State Water Resources Control Board adopted Statewide General Waste Discharge Requirements (GWDR) for publicly owned sanitary sewer systems requiring the development and implementation of a system-specific local Sewer System Management Plan (SSMP) that documents a comprehensive program for sewer system operation, maintenance and repair; and

**WHEREAS**, the City Council approved the SSMP at a public meeting on May 20, 2009 and last updated in October 2014; and

**WHEREAS**, the SSMP shall be updated every five years, must include any significant changes and be approved by the City Council; and

**WHEREAS**, the City has therefore prepared an updated SSMP; and

**WHEREAS**, the City did prepare and shall file a recertification after the adoption of the SSMP update with the State Water Resources Control Board.

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

1. The above recitals are true and correct.
2. The 2020 Sanitary Sewer Management Plan Update attached as Exhibit A is hereby approved and adopted.
3. The Public Works Operations Director is hereby authorized and directed to certify the SSMP Work Plan as complete with the State Water Resources Control Board.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

The City of  
**MADERA**

**FINAL**



City of Madera

**JULY 2020**

# Sewer System Management Plan

**AKEL**  
ENGINEERING GROUP, INC.

Exhibit A

The City of  
**MADERA**

**CITY OF MADERA**

**2020**

**SEWER SYSTEM  
MANAGEMENT  
PLAN**

Final

July 2020

**AKEL**  
ENGINEERING GROUP, INC.



*Smart Planning Our Water Resources*

July 1, 2020

City of Madera  
205 W. Fourth Street  
Madera, CA 93637

Attention: Eric Brooks

**Subject: 2020 Sewer System Management Plan Update**

Dear Eric:

We are pleased to submit the City's updated Sewer System Management Plan. This update is to maintain compliance with the State Water Resources Control Board Order Number 2006-0003-DWQ, which requires updates to the plan every five years.

We extend our thanks to you; Jim Howell, Public Works Director; Keith Helmuth, City Engineer; Mike Mathies, Sewer Operations Supervisor; and other City staff whose courtesy and cooperation were valuable components in completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.  
Principal

Enclosure: Report



## Acknowledgements

### City Council

**Andrew J. Medellin**, Mayor

**Santos Garcia**, Mayor Pro Tem, District 5

**Cecelia Gallegos**, District 1

**Jose Rodriguez**, District 2

**Steve Montes**, District 3

**Derek O. Robinson Sr.**, District 4

**Donald E. Holley**, District 6

### Management Personnel

**Jim Howell**, Interim Public Works Director

**Keith Helmuth**, City Engineer

**Eric Brooks**, Water and Sewer Manager

**Mike Mathies**, Sewer Operations Manager

**Ellen Bitter**, Capital Projects Manager

Exhibit A  
**City of Madera**  
**Sewer System Management Plan**

Table of Contents	Page No.
<b>ACRONYMS AND ABBREVIATIONS .....</b>	<b>5</b>
<b>SSMP UPDATE AND ADOPTION RECORD.....</b>	<b>7</b>
<b>EXECUTIVE SUMMARY.....</b>	<b>8</b>
<b>RECORD OF CHANGES .....</b>	<b>1</b>
<b>INTRODUCTION.....</b>	<b>1-1</b>
DOCUMENT ORGANIZATION.....	1-1
WASTEWATER COLLECTION SYSTEM BACKGROUND .....	1-2
<b>ELEMENT 1 – GOALS.....</b>	<b>1-1</b>
<b>ELEMENT 2 - ORGANIZATION.....</b>	<b>2-1</b>
2.1 ORGANIZATIONAL CHART .....	2-1
2.2 DESCRIPTION OF GENERAL RESPONSIBILITIES.....	2-3
2.3 RESPONSIBILITIES FOR SSMP ELEMENTS .....	2-4
2.3.1 Element 1 – Goals.....	2-4
2.3.2 Element 2 – Organization.....	2-4
2.3.3 Element 3 – Legal Authority .....	2-4
2.3.4 Element 4 – Operations and Maintenance Program.....	2-4
2.3.5 Element 5 –Design and Performance Provisions .....	2-5
2.3.6 Element 6 – Overflow Emergency Response Plan .....	2-5
2.3.7 Element 7 – Fats, Oils, and Grease Controls .....	2-5
2.3.8 Element 8 – System Evaluation and Capacity Assurance .....	2-5
2.3.9 Element 9 – Monitoring, Measurement and Program Modifications...	2-5
2.3.10 Element 10 – SSMP Audits .....	2-5
2.3.11 Element 11 – Communication Plan .....	2-5
2.3.12 Element 12 – SSMP Completion and Certification.....	2-5
<b>ELEMENT 3 – LEGAL AUTHORITY.....</b>	<b>3-1</b>
3.1 LEGAL AUTHORITY .....	3-1
3.1.1 MCC 1-2.01 - VIOLATIONS A MISDEMEANOR .....	3-2
3.1.2 MCC 5-4.01 - SEWER CONNECTIONS REQUIRED WITHIN SPECIFIED TIME.....	3-2
3.1.3 MCC 5-4.02 - SEWER CONNECTIONS REQUIRED IMMEDIATELY.....	3-2
3.1.4 5-4.19 - SEWER DEPARTMENT TO MAKE ALL SEWER CONNECTIONS .....	3-2
3.1.5 7-2.11 - INSPECTIONS .....	3-2
3.1.6 13.66.050 – ADDITIONAL REQUIREMENTS TO INSTALL GREASE TRAPS – FOOD ESTABLISHMENTS .....	3-3
3.1.7 13.66.70 – INSPECTION AND MAINTENANCE REQUIREMENTS FOR GREASE TRAPS.....	3-3
3.1.8 WASTEWATER PRETREATMENT REGULATIONS .....	3-3
<b>ELEMENT 4 – OPERATION AND MANAGEMENT PROGRAM .....</b>	<b>4-1</b>
4.1 COLLECTION SYSTEM MAP.....	4-1
4.1.1 Map Update and Maintenance Procedures .....	4-3
4.2 PREVENTIVE OPERATION AND MAINTENANCE .....	4-3

Exhibit A  
**City of Madera**  
**Sewer System Management Plan**

Table of Contents	Page No.
4.2.1 Routine Preventive Sewer Line Cleaning: .....	4-4
4.2.2 Monthly Cleaning of High Maintenance Sewer Lines:.....	4-4
4.2.3 Pump Station Maintenance: .....	4-11
4.2.4 Equipment Dedicated to Maintenance of Sewer Collection System:..	4-12
4.2.5 Personnel Dedicated to Maintenance of Sewer Collection System....	4-13
4.3 REHABILITATION AND REPLACEMENT PLAN.....	4-14
4.3.1 Capital Improvement Program (CIP) .....	4-14
4.4 TRAINING.....	4-16
4.4.1 Public Education to Promote Proper Disposal FOG .....	4-17
4.5 CONTINGENCY EQUIPMENT AND REPLACEMENT INVENTORIES.....	4-17
<b>ELEMENT 5 – DESIGN AND PERFORMANCE PROVISIONS .....</b>	<b>5-1</b>
5.1 INSTALLATION STANDARDS, SPECIFICATIONS AND TESTING.....	5-1
5.2 SEWER PUMP STATION SPECIFICATIONS AND DESIGN REQUIREMENTS .....	5-1
5.3 REHABILITATION AND REPAIR .....	5-2
5.4 INSPECTION .....	5-2
<b>ELEMENT 6 – OVERFLOW OF EMERGENCY RESPONSE PLAN .....</b>	<b>6-1</b>
6.1 OVERFLOW EMERGENCY RESPONSE PLAN PURPOSE .....	6-1
6.2 DURING NORMAL WORK HOURS/DAYS.....	6-3
6.3 AFTER NORMAL WORKING HOURS .....	6-5
6.4 SPILL RESPONSE .....	6-5
6.4.1 Spill Response Priorities .....	6-6
6.4.2 Safety during Spill Response .....	6-6
6.4.3 Initial Response Procedure .....	6-7
6.4.4 Initial Measures for Containment.....	6-8
6.4.5 Wet Weather Spill Response .....	6-8
6.4.6 Pump Station Failures and Force Main Breaks .....	6-9
6.4.7 Emergency Equipment List .....	6-9
6.4.8 Spill Mitigation and Cleanup.....	6-10
6.4.9 Mitigation .....	6-10
6.4.10 Additional Measures under Potentially Prolonged Overflow Conditions .....	6-11
6.4.11 Cleanup .....	6-11
6.4.12 External SSO Cleanup .....	6-11
6.4.13 Documentation.....	6-12
6.4.14 Failure Analysis Investigation.....	6-15
6.4.15 Post Spill Event Debriefing.....	6-16
6.5 SSO RESPONSE TRAINING.....	6-16
6.5.1 Customer Satisfaction .....	6-16
6.5.2 SSO Reporting Procedures/ Regulatory Notification .....	6-16
6.5.3 Category 1 SSO.....	6-17
6.5.4 Category 2 SSO.....	6-18
6.5.5 Private Lateral Sewage Discharges .....	6-18
6.5.6 No SSOs.....	6-19
6.5.7 Mandatory Information for SSO Online Reporting .....	6-19

Exhibit A  
**City of Madera**  
**Sewer System Management Plan**

Table of Contents	Page No.
<b>ELEMENT 7- FATS, OIL AND GREASE (FOG) CONTROL PROGRAM .....</b>	<b>7-1</b>
7.1 PUBLIC OUTREACH .....	7-1
7.2 DISPOSAL OF FOG .....	7-2
7.3 LEGAL AUTHORITY .....	7-2
7.4 GREASE REMOVAL DEVICES .....	7-3
7.5 AUTHORITY TO INSPECT .....	7-5
7.6 IDENTIFICATION OF FOG BLOCKAGES .....	7-5
7.7 CONTROL MEASURES.....	7-5
<b>ELEMENT 8 – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN .....</b>	<b>8-1</b>
8.1 EVALUATION .....	8-1
8.2 DESIGN CRITERIA.....	8-3
Gravity Sewers.....	8-7
8.3 CAPACITY ENHANCEMENT MEASURES & SCHEDULE .....	8-10
<b>ELEMENT 9 - MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS ..</b>	<b>9-1</b>
9.1 MAINTAINING OF INFORMATION .....	9-1
9.2 MONITORING AND IMPLEMENTATION .....	9-1
9.3 ASSESSMENT OF SUCCESS .....	9-1
9.4 UPDATING AND EVALUATION.....	9-2
9.5 PERFORMANCE INDICATORS .....	9-2
<b>ELEMENT 10 – SSMP PROGRAM AUDITS .....</b>	<b>10-1</b>
<b>ELEMENT 11 – COMMUNICATION PROGRAM.....</b>	<b>11-1</b>
<b>ELEMENT 12 – SSMP COMPLETION AND CERTIFICATION .....</b>	<b>12-1</b>

Exhibit A  
**City of Madera**  
**Sewer System Management Plan**

Table of Contents

Page No.

**FIGURES**

Figure 2-1	Wastewater Collection System Organizational Chart .....	2-2
Figure 2-2	Chain of Communication for Reporting SSOs .....	2-6
Figure 4-1	Existing Collection System .....	4-2
Figure 6-1	City of Madera Sanitary Sewer Overflow Field Response Chart.....	6-2
Figure 8-1	Existing System Analysis for PDWF .....	8-4
Figure 8-2	Existing System Analysis for PWWF .....	8-5
Figure 8-3	Existing Trunk System .....	8-6

**TABLES**

Table 3-1	Legal Authority Checklist.....	3-1
Table 4-1	High Maintenance Sewer Lines.....	4-5
Table 4-2	Dedicated Maintenance Equipment.....	4-13
Table 4-3	Dedicated Maintenance Personnel.....	4-13
Table 4-4	Capital Improvement Program .....	4-15
Table 4-5	Wastewater Collection Equipment.....	4-17
Table 6-1	Emergency Equipment.....	6-9
Table 8-1	Historical WWTP Flows.....	8-2
Table 8-2	Minimum Pipeline Slopes .....	8-9
Table 8-3	Suggested Expenditure Budget.....	8-12
Table 9-1	Total Number of SSOs by Size .....	9-2
Table 9-2	Amount of SSO Returned to Sewer System.....	9-3
Table 9-3	Cause of SSO .....	9-3

## ACRONYMS AND ABBREVIATIONS

BMP	Best Management Practices
OES	California Government's Office of Emergency Services
CCTV	Closed Circuit Television
CDFG	California Department of Fish and game
CIP	Capital Improvement Program
City	City of Madera
CIWQS	California Integrated Water Quality System
CWEA	California Water Environment Association
EPA	Environmental Protection Agency
FOG	Fats, Oil, and Grease
GIS	Geographical Information System
I/I	Inflow and Infiltration
IIPP	Injury and Illness Prevention Program
LRO	Legally Responsible Official
Mgd	Million gallons per day
MRP	Monitoring Reporting Program (used in this SSMP to reference) MRP Order No. WQ 2013-0058-EXEC, which is the MRP to WDR Order No. 2006-0003-DWQ
OERP	Overflow Emergency Response Plan
OES	Office of Emergency Services
O&M	Operation & Maintenance

Exhibit A

OSHA	Occupational Safety and Health Administration
RWQCB	Central Valley Regional Water Quality Control Board
SCADA	Supervisory Control & Data Acquisition
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
WDR	Waste Discharge Requirements (WDR Order No. 2006-0003-DWQ)



## EXECUTIVE SUMMARY

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Order Number 2006-0003-DWQ, the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDRs), which requires all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate a wastewater collection system greater than one mile in length to develop and implement a system specific Sewer System Management Plan (SSMP). The City of Madera's (City) 2009 SSMP and subsequent updates document how it manages its wastewater collection system. Pursuant to this Order, each agency must present the Development Plan and Schedule to its governing body at a public meeting prior to certifying the document. The 2009 SSMP was originally approved by the City Council in May 2009 and updated in October 2014.

The 2020 SSMP, prepared by the Akel Engineering Group and City staff in compliance with the requirements of the WDRs, documents the City's system specific plans and programs to operate, maintain, and manage its wastewater collection system. Goals of the SSMP include:

- Minimizing the frequency and impact of sanitary sewer overflows (SSOs),
- Effectively and efficiently mitigating the impacts of SSOs should they occur,
- Providing adequate sewer capacity to convey peak flow,
- Maintaining and improving the condition of the collection system infrastructure to provide continual reliable service, and
- Engaging and educating the public regarding programs and issues related to the wastewater collection system.

Pursuant to Sub Section D. 14 PROVISIONS of the WDRs, the City is required to update the SSMP every five years. That relevant portion of the WDR is as follows:

*"...The SSMP must be updated every five (5) years, and must include any significant program changes. Re-certification by the governing board of the Enrollee is required in accordance with D.14 when significant updates to the SSMP are made. To complete the re-certification process, the Enrollee shall enter the data in the Online Database and mail the form to the State Water Board..."*

Hence, to remain compliant, the City has reviewed and updated the 2014 SSMP. This update satisfies the WDRs requirement.

## RECORD OF CHANGES

Section E.3 of the Monitoring and Reporting Program for the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SWRCB Order No. WQ 2013-0058-EXEC) requires the City to maintain a record of changes to the SSMP for a minimum of five years, and the record of changes must be available for review by the State Water Resources Control Board during onsite inspection or through information request. The following is an excerpt of the requirement:

**Requirement:**

*Records documenting all changes to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.*

The City's SSMP was last certified on October 10, 2014. The following table summarizes the changes to the SSMP since its last certification.

SSMP Element	Description of Change or Update	Authorized by	Date
All	No changes	Eric Brooks	Jan. 2020
Introduction	Updated population and service connection	Eric Brooks	Jan. 2020
1 - Goal	No changes	Eric Brooks	Jan. 2020
2 - Organization	No changes	Eric Brooks	Jan. 2020
3 - Legal Authority	No changes	Eric Brooks	Jan. 2020
4 - Operations and Maintenance Program	CIP Table updated Personnel dedicated to maintenance of sewer system updated Sewer maintenance equipment inventory Added GIS collection system map Updated list of high maintenance sewer lines Updated list of sewer pump stations	Eric Brooks	Jan. 2020

Exhibit A

SSMP Element	Description of Change or Update	Authorized by	Date
5 – Design and Performance Provisions	Lift station criteria updated	Eric Brooks	Jan. 2020
6 – Overflow Emergency Response Plan	No changes	Eric Brooks	Jan. 2020
7 – FOG Control Program	No changes	Eric Brooks	Jan. 2020
8 – System Evaluation and Capacity Assurance Plan	No changes	Eric Brooks	Jan. 2020
9 – Monitoring, Measurement, and Program Modifications	Updated SSO reporting section with information from calendar year 2018	Eric Brooks	Jan. 2020
10 – SSMP Program Audits	No updates	Eric Brooks	Jan. 2020
11- Communication Program	No Updates	Eric Brooks	Jan. 2020
12 – SSMP Completion and Certification	No updates	Eric Brooks	Jan. 2020

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## INTRODUCTION

Sanitary sewer overflows are identified as a major threat to public health and water quality because of the pathogens, toxic pollutants and nutrients they contain. Accordingly, overflows have become a focus of State water quality regulators over the past several years. On May 2, 2006, the State adopted *General Waste Discharge Requirements* for sanitary sewer systems to provide a consistent, statewide regulatory approach to address these overflows (State Water Resources Control Board, Order No. 2006-003). Public agencies, like the City of Madera, that own or operate a sanitary sewer system comprised of one mile or more of pipeline to transport sewage to a treatment facility, must file a Notice of Intent to comply with the State Order. The requirements include two major components:

1. Reporting all sanitary sewer overflows in the statewide spill reporting database.
2. Developing a Sewer System Management Plan with the intent to reduce the potential for or eliminate sanitary sewer overflows.

The City has complied with all the mandatory elements of the WDR. The City's first SSMP was completed in April 2009 and certified by the City Council in May 2009. The 2009 SSMP was updated in October 2014. This document constitutes the five-year update to the SSMP and reflects the most current information on the City's sewer system management, operation, and maintenance programs. A copy of the certified SSMP is available to all personnel involved in management, operation, and maintenance of the City's sanitary sewer system and to the public upon request.

## DOCUMENT ORGANIZATION

The SSMP includes twelve elements as listed below which forms a section of this document.

1. Goals
2. Organization
3. Legal Authority
4. Operation and Maintenance Program Organization
5. Design and Construction Standards
6. Overflow Emergency Response Plan
7. Fats, Oils and Grease (FOG) Control Program
8. System Evaluations and Capacity Assurance Plan
9. Monitoring, Measurement and Program Modifications
10. SSMP Program Audits
11. Communications Program

## 12. SSMP Completion and Certification

### **WASTEWATER COLLECTION SYSTEM BACKGROUND**

The City of Madera's 2018 population was estimated at 66,419 and covers about 15.8 square miles along the State Route 99 corridor, in the San Joaquin Valley,. The City's existing sewer system is comprised of a network of approximately 173 miles of sewer pipelines ranging from 6 to 48 inches in diameter. The wastewater is conveyed by the sewer collection system to the City's Wastewater Treatment Plant (WWTP), which is located west of town at the intersection of Avenue 13 and Road 21 ½. The City also conveys and treats wastewater flows from two areas outside of the City's limits: Madera County Service Area No. 3 (Parksdale), and the southern portion of the Parkwood area.

The oldest portions of the City's sewer system were constructed in the first half of the century to serve what is now the central portion of town. The City's original WWTP was located at the intersection of Howard Road and Schnoor Avenue. In 1970, a new WWTP was constructed at the current Avenue 13 site and an interceptor sewer was constructed from the old plant to the new WWTP, which was expanded in 2008.

The City's collection system serves residential, commercial and industrial customers. Sewer service is provided only to properties within the city limits, with the exception of a few residential properties located just outside of the city limits. The number of service connections, or laterals, is estimated to be approximately 13,400. Current City policy is that the entire sewer lateral from within the street right of way to the service connection is owned by the property owner.

The City's Utilities Department Wastewater Collection staff has developed a detailed database on the components of the collection system over the past 25 years. It includes details on all gravity lines, force mains, flow basins, lift stations and their service areas. The database is utilized and updated daily by Wastewater Collection staff as part of their work (work order development/history, standardization of record keeping, organization, communication with the public, development/prioritization of future system upgrades). This database is connected to the City's geographic information system. The condition of more than half of the collection system has been documented by video inspection, as described in later in this SSMP.

**ELEMENT 1 – GOALS****Requirement:**

*The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that occur.*

The intent of the City of Madera SSMP is to contribute to the proper management of the collection system. This plan also assists the City in minimizing the frequency and impacts of SSOs by providing guidance for the following: appropriate maintenance, operation, capacity management and emergency response.

This plan also seeks to provide safe, reliable and cost-effective wastewater collection for its constituents by meeting following goals:

- Minimize sanitary sewer overflows.
- Prevent public health hazards.
- Minimize inconveniences by responsibly handling interruptions in service.
- Protect the large investment in collection system by maintaining adequate capacities and extending useful life.
- Prevent unnecessary damage to public and private property.
- Use funds available for sewer operations in the most efficient manner.
- Convey wastewater to treatment facilities while minimizing infiltration, inflow and ex-filtration.
- Provide adequate capacity to convey peak flows.
- Perform all operations in a safe manner to avoid personal injury and property damage.
- Implement regular, proactive maintenance of the system to remove roots, debris, fats, oils and grease in areas prone to blockages that may cause sewer backups or SSOs.
- Uphold the City's Standards and Specifications on newly constructed public and private sewers.

## ELEMENT 2 - ORGANIZATION

### **Requirement:**

*The SSMP must identify:*

- a. *The name of the agency's responsible or authorized representative.*
- b. *The names and telephone numbers for management, administrative, and maintenance positions for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and*
- c. *The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).*

This section of the SSMP identifies City staff responsible for implementing certain measures of this SSMP, responding to SSO events and meeting the SSO requirements. It also includes the designation of the Authorized Representative to meet SWRCB requirements, completing and certifying spill reports.

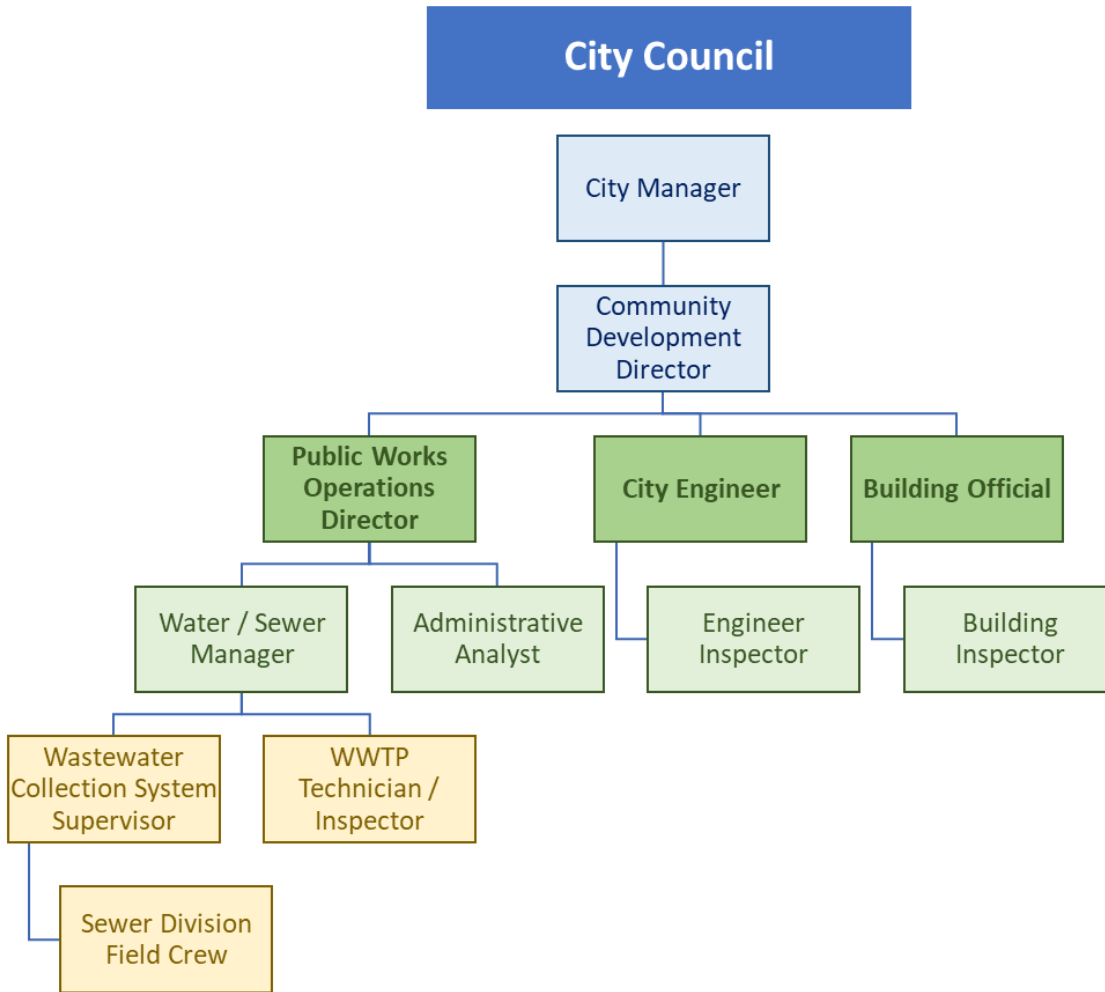
### 2.1 ORGANIZATIONAL CHART

Within the City of Madera's Public Works Department, the Sewer Division oversees operation and maintenance of the system with a Wastewater Collection System Supervisor and six operators. Sewer Division staff conduct maintenance, inspection, construction, and repair operations. Additionally, staff responds to all sewage spills seven days a week, 24 hours a day.

This update to the SSMP is amending the authorized representative for the City of Madera. The authorized representative was previously the Public Works Operations Director, however, the City is revising this responsibility to the Water and Sewer Manager. The authorized representative, or *legally responsible official* (LRO), for the implementation and administration of the City's SSMP is Eric Brooks. Mr. Brooks is responsible for the development and oversight of this program and ensuring that the City is in compliance with the GWDR.

**Figure 2-1** on the following page shows the organizational chart that summarizes the City representatives responsible for management, operation, inspection and maintenance of City's wastewater collection system.

Figure 2-1 Wastewater Collection System Organizational Chart



## 2.2 DESCRIPTION OF GENERAL RESPONSIBILITIES

The following section documents the general responsibilities for the personnel involved in the development and implementation of the City's SSMP.

**City Council** – Establishes Policy, approves SSMP, and appropriates funds to implement SSMP activities.

**City Manager** – Provides informational updates to City Council, implements City Council policy, and arranges for emergency meetings if necessary.

**Community Development Director**- Oversees Public Works, Engineering and Building Departments.

**Building Official** – Under general direction from Community Development Director, the Building Official ensures all on-site sewer systems, including grease interceptors, are in compliance with approved plans. The building official also enforces City regulations relating to their construction.

**City Engineer** – Under general direction from Community Development Director, the City Engineer plans, organizes, administers and directs the installation and upgrading of the City's wastewater collection system infrastructure. The City Engineer provides highly technical professional assistance to the Community Development Director. The City Engineer performs the full range of civil engineering and office work of a routine to complex nature. This includes development review, design, management, upgrading, inspection of upgraded and new physical facilities and related project work. The City Engineer provides engineering services to City staff, including field operations, maintenance personnel when outside of routine activities, and performs related duties as assigned.

**Public Works Operations Director** – The Public Works Operations Director plans, organizes, directs and supervises the City Public Works activities. The Director advises the City Council and Planning Commission on Public Works matters, including those related to the collection system. The Director also coordinates development and implementation of SSMP, enforces policy, administers and directs the maintenance and repair of the City's wastewater collection system infrastructure, and certifies all electronic reporting to State Water Resources Control Board. They plan strategy, lead staff, allocate resources, delegate responsibility, authorize outside contractors to perform services, and may serve as Public Information Officer.

**Administrative Analyst** – Responsible for establishing sewer operating and capital budgets.

**Building and Engineering Inspectors**- Under direction from Building Official or City Engineer, inspectors perform inspections to ensure compliance with approved plans and enforcement of City regulations. The regulations are relating to construction of public and private sewers, collection system pumping stations, and related appurtenances.

**WWTP Technician/Inspector**- Responsible for inspecting grease interceptor traps that have been installed at non-residential locations and enforcing discharge regulations as needed.

**Water/Sewer Operations Manager** – Under general direction from Public Works Operations Director, the Water/Sewer Operations Manager manages field operations and maintenance activities; provides relevant information to agency management, prepares and implements contingency plans, leads emergency response, investigates and reports SSOs, and trains field crews. The Water/Sewer Operations Manager is the City’s authorized representative and registered with the California Integrated Water Quality System (CIWQS) to certify SSO reports

**Wastewater Collection System Supervisor** – This position supervises Sewer Division field crew personnel by assigning and tracking completion of work. The Supervisor supports planning, scheduling, dispatching, and tracking of sewer maintenance activities.

**Sewer Division Field Crew** – Under general supervision from Sewer Division Lead Worker, the Sewer Division Workers maintain, clean and repair the City’s wastewater collection system, sewer lift stations, and related appurtenances. Workers mobilize and respond to notification of stoppages and SSOs.

## **2.3 RESPONSIBILITIES FOR SSMP ELEMENTS**

The following sections identify the personnel responsible for implementing and updating the various sections of the City’s Sewer System Management Plan.

### **2.3.1 Element 1 – Goals**

The Public Works Operations Director is responsible for leading staff in the implementation of the City’s goals.

### **2.3.2 Element 2 – Organization**

The Public Works Operations Director is responsible for updating the organizational structure and SSMP implementation assignments. The Director is also responsible for SSO responding and reporting chains of communication, as needed.

### **2.3.3 Element 3 – Legal Authority**

The Public Works Operations Director is responsible for upholding the City’s Sanitary Code and drafting new ordinances, with review and input from the City Attorney.

### **2.3.4 Element 4 – Operations and Maintenance Program**

The Public Works Operations Director is responsible for maintaining up to date maps of wastewater collection system. The Water and Sewer Operations Manager is responsible for prioritized preventive maintenance, contingency equipment, replacement inventories, and training for Sewer Division Maintenance Workers. The Public Works Operations Director, City Engineering and Planning are responsible for developing a rehabilitation and replacement plan to address short- and long-term collection system deficiencies.

### **2.3.5 Element 5 – Design and Performance Provisions**

The City Engineer is responsible for reviewing design and construction documents to ensure that all construction projects meet the City's standards. The City Engineer is also responsible for updating standards for installation, rehabilitation and repair, as needed. The Engineering and Building Inspectors are responsible for inspecting all construction projects to ensure the City's construction standards have been followed.

### **2.3.6 Element 6 – Overflow Emergency Response Plan**

The Water/Sewer Operations Manager is responsible for the implementation of the Overflow Emergency Response Plan, including revisions to the plan and annual trainings for maintenance crew members. The chain of communication for reporting SSOs is shown on **Figure 2-2** on the following page.

### **2.3.7 Element 7 – Fats, Oils, and Grease Controls**

The Water/Sewer Operations Manager is responsible for identifying grease hot spots and maintaining an effective cleaning program for grease problem sewers. The WWTP Technician/Inspector is responsible for inspecting grease interceptor traps that have been installed at non-residential locations at the Public Works Operations Director's direction and for enforcing discharge regulations, as needed.

### **2.3.8 Element 8 – System Evaluation and Capacity Assurance**

The City Engineer is responsible for establishing and assessing capacity requirements for the City's collection system. The responsibility includes preparation and implementation of the City's System Evaluation and Capacity Assurance Plan. They are also responsible for development and implementation of the City's long-term Capital Improvement Plan including updating budgets and schedules.

### **2.3.9 Element 9 – Monitoring, Measurement and Program Modifications**

The Public Works Operations Director is responsible for monitoring implementation and assessing success of the overall SSMP program elements with the assistance of staff. The Water/Sewer Operations Manager is responsible for identifying trends in SSO occurrences and providing recommendations to the Public Works Operations Director.

### **2.3.10 Element 10 – SSMP Audits**

The Public Works Operations Director is responsible for overseeing annual SSMP Audits.

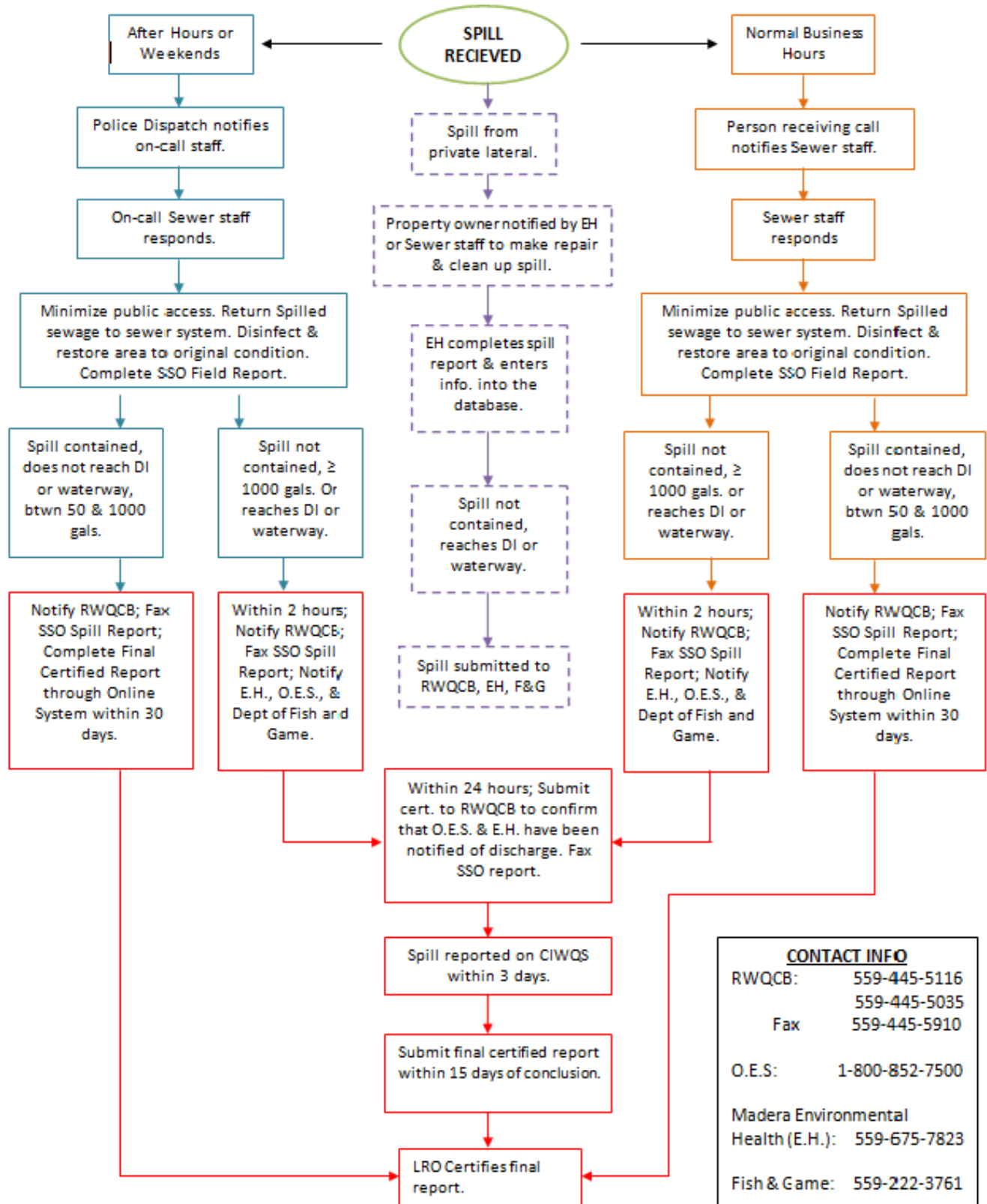
### **2.3.11 Element 11 – Communication Plan**

The Public Works Operations Director is responsible for communicating with the public and nearby agencies the status of the City's SSMP.

### **2.3.12 Element 12 – SSMP Completion and Certification**

The Public Works Operations Director is responsible for presenting SSMP to the governing board for approval at a public meeting. They are also responsible for certifying that the SSMP and subparts thereof, are in compliance with the general WDRs.

Figure 2-2 Chain of Communication for Reporting SSOs



## ELEMENT 3 – LEGAL AUTHORITY

### **Requirement:**

*Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:*

- a. Prevent illicit discharges into its sanitary sewer system (examples may include I/I, storm water, chemical dumping, unauthorized debris and cut roots, etc.);*
- b. Require that sewers and connections be properly designed and constructed;*
- c. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;*
- d. Limit the discharge of fats, oils, and grease and other debris that may cause blockages; and*
- f. Enforce any violation of its sewer ordinances*

### 3.1 LEGAL AUTHORITY

The City possesses the necessary legal authority to prevent, require, ensure, limit and enforce specific features and operations required by the Order. A summary of the relevant sections of the City of Madera’s Municipal Code (MMC) and Madera County Health Code (MCC) is shown in [Table 3-1](#). A copy of each code section follows the table.

**Table 3-1 Legal Authority Checklist**

Legal Authority to:	Existing Authority:
Prevent illicit discharges into the sanitary sewer system	MMC 5-4.03
Require that sewers and connections be properly designed and constructed	MMC 5-4.01 MMC 5-4.02 MMC 5-4.19 MMC 7-2.02
Ensure access for maintenance, inspection or repairs for portions of the lateral owned by the City	MMC 7-2.11
Limit the discharge of fats, oils and grease and other debris that may cause blockages	MMC 5-4.03 MCC 13.66.050 MCC 13.66.070
Enforce any violation of City sewer ordinances	MMC 1-2.01

**3.1.1 MCC 1-2.01 - VIOLATIONS A MISDEMEANOR**

In accordance with California Government Code § 36900, violations of city ordinances are declared to be infractions, punishable as set forth in California Government Code § 36900, unless specifically designated misdemeanors by any ordinance amending this code adopted after June 1, 1981.

**3.1.2 MCC 5-4.01 - SEWER CONNECTIONS REQUIRED WITHIN SPECIFIED TIME**

Each residence, building, or place of business within the city shall be connected to the City's sanitary sewer system where sewer mains are located within 100 feet of the premises of such residence or building. No sanitary sewer connection shall serve more than one ownership. All connections shall be made within two years from the time that sewer mains are constructed within 100 feet from the premises, and all human waste and waste water from human sanitation shall be discharged into the sanitary sewers of the city within two years from the time that such sewer mains are constructed within 100 feet from the premises. The provisions of this section shall be enforced by the Health Officer.

**3.1.3 MCC 5-4.02 - SEWER CONNECTIONS REQUIRED IMMEDIATELY**

Whenever sanitary sewer mains are constructed within 100 feet of any premises within the city and the Health Officer determines that such premises shall be connected immediately to the adjacent sewer mains for purposes of health and sanitation, the Health Officer shall be empowered to order the immediate connection by the premises onto the sewer system without waiting for the two-year period of time to lapse. The provisions of this section shall be enforced by the Health Officer.

**3.1.4 5-4.19 - SEWER DEPARTMENT TO MAKE ALL SEWER CONNECTIONS**

It shall be unlawful for any person to perform the work or connect to the city sewer system. The city, by and through its Sewer Department, shall make all connections to the city sewer system.

**3.1.5 7-2.11 - INSPECTIONS**

The person performing work under the provisions of this chapter shall cause all work to be inspected by the Inspector and shall notify the Inspector at least 24 hours before the time set for such inspection. Work completed without giving such notice or request for inspection shall not be acceptable, and work done during the absence of the Inspector shall be subject to rejection. All work performed under this chapter shall be in conformance with applicable plans, details, and specifications of the city. Work shall be done to the satisfaction and under the supervision of the Director.

**3.1.6 13.66.050 – ADDITIONAL REQUIREMENTS TO INSTALL GREASE TRAPS – FOOD ESTABLISHMENTS**

All food establishments as defined in Chapter 7.01 of this code which are required or permitted to be connected to a community sewer system shall install grease, oil, sand and grit interceptors for the proper handling of wastes. These should be containing grease or oil in excess of three hundred milligrams per liter of animal and vegetable origin and/or one hundred milligrams per liter of mineral or petroleum origin, or any flammable wastes, sand, grit and other harmful ingredients. Interceptors shall be designed to substantially conform to the standards set forth in Section 13.66.060 of this chapter and Exhibit A thereto. Any deviation from the standards of this section must be approved in advance in writing by the county engineer. (Ord. 279-C § 2(part), 1994).

**3.1.7 13.66.70 – INSPECTION AND MAINTENANCE REQUIREMENTS FOR GREASE TRAPS**

Grease traps required under this chapter must be inspected on a monthly basis and accumulated wastes must be removed as needed. A record of such inspection and of all removals must be submitted to the county engineer on a quarterly basis on a form prescribed by the county engineer. (Ord. 279-C § 2(part), 1994).

**3.1.8 WASTEWATER PRETREATMENT REGULATIONS**

City Wastewater Pretreatment Regulations, (see Attachment, Wastewater Pretreatment Regulations) sets uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the City of Madera. The objectives of these regulations are:

- To prevent the introduction of pollutants into the municipal wastewater system which will interfere with the operation of the system or contaminate the resulting sludge.
- To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system inadequately treated or otherwise be incompatible with the system.
- To improve the opportunity to recycle and reclaim wastewaters and sludge from the system.
- Provide for the regulation of direct and indirect contributors to the municipal wastewater system. This is through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users and authorizes monitoring and enforcement activities.
- These regulations apply to the City of Madera and to persons outside the City who are, by permit from the City, users of the Publicly Owned Treatment Works (POTW). Except as otherwise provided herein, the Director of Public Works of the City of Madera shall administer, implement, and enforce the provisions of these regulations.

## ELEMENT 4 – OPERATION AND MANAGEMENT PROGRAM

### **Requirement:**

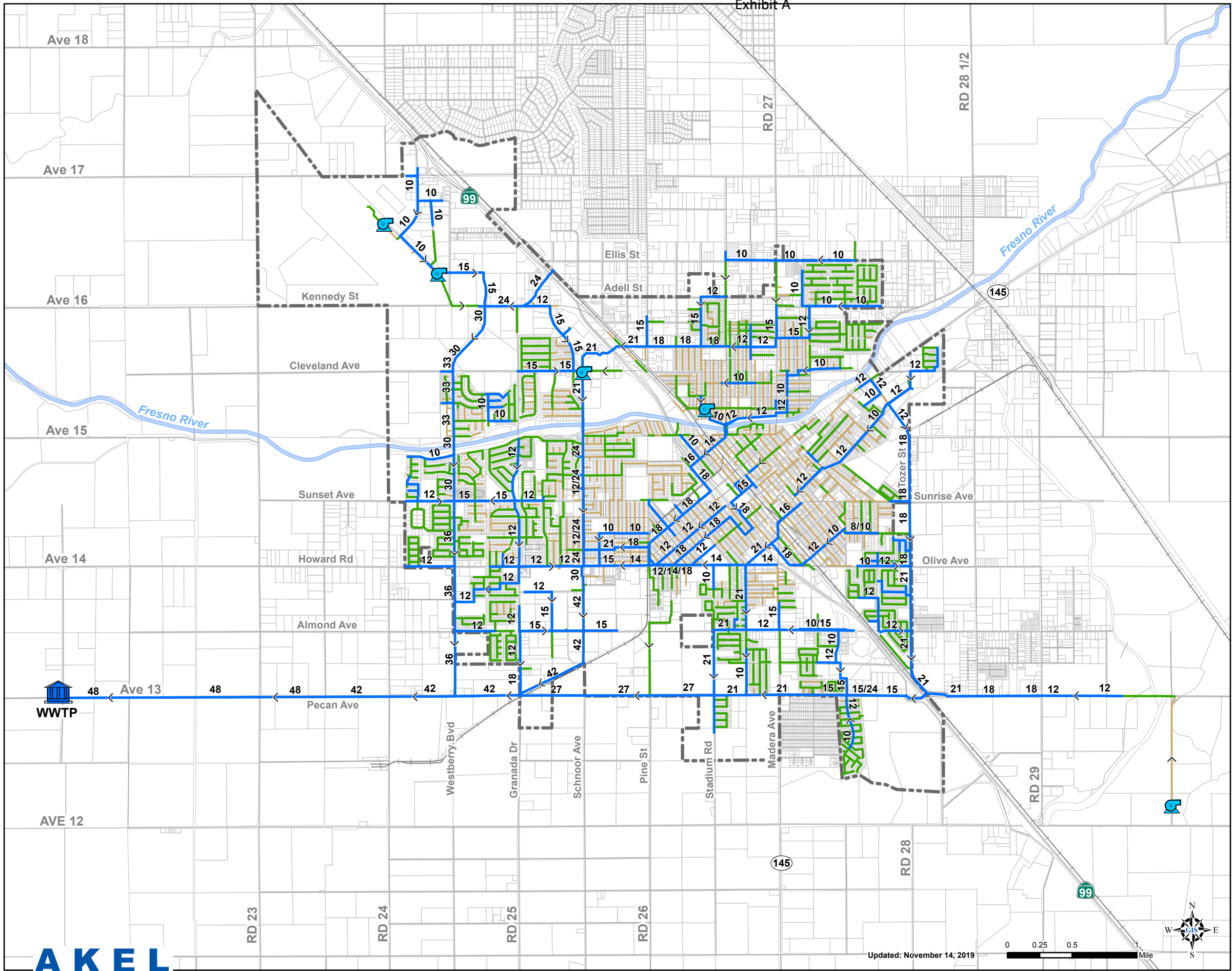
The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:

- a. *Collection System Map: Each wastewater collection system agency shall maintain up-to-date maps of its wastewater collection system facilities, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm-water pumping and piping facilities.*
- b. *Preventive Operation and Maintenance: Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problems areas. The Preventive Maintenance (PM) program should have a system to document scheduled and conducted activities, such as works orders.*
- c. *Rehabilitation and Replacement Plan: Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspection of manholes and sewer pipes, and system for ranking the conditions of sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implement the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan.*
- d. *Training: Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained.*
- e. *Contingency Equipment and Replacement Inventories: Provide equipment and replacement part inventories, including identification of critical replacement parts.*

### 4.1 COLLECTION SYSTEM MAP



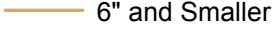

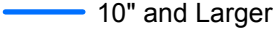

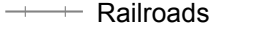
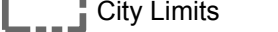
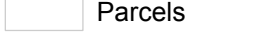
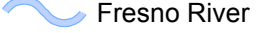
The Department of Public Works strives to maintain accurate up-to-date maps of its wastewater collection system facilities as well as all work performed on those assets. This section describes the AutoCAD Utility Underground Map Books software program utilized to maintain this information. The existing collection system is shown graphically on [Figure 4-1](#).

- AutoCAD (CAD) is the graphics program used for mapping and printing City wide underground utility maps. The City sewer map is divided into 60-sections, enlarged to fit 8-1/2" X 14" sheets, printed, bound in binders and placed in each sewer maintenance vehicle. Maps display streets along with sewer assets and are referenced for maintenance activities.



### Legend

#### Existing System

-  WWTP
-  Lift Stations
- Pipes by Diameter
  -  6" and Smaller
  -  8"
  -  10" and Larger
-  Streets
-  Railroads
-  City Limits
-  Parcels
-  Fresno River

**Figure 4.1**  
**Existing Sanitary Sewer**  
**Collection System**  
 Sewer System Management Plan  
 City of Madera



- AutoCAD Sewer Layer Structure, Sanitary sewer collection system information is maintained in a Master AutoCAD sewer file which contains the following layers:
  - SS-MANHOLEES: location of sewer manholes, lamp-holes, and identification numbers for each.
  - SS-MAINLINES: location of sewer gravity mainlines, force-mains and identification numbers for each.
  - SS-PUMPSTATIONS: location of sewer pumping station buildings
- In AutoCAD, information pertaining to sewer features (such as manhole number, rim and invert elevations, mainline size and length) is displayed as text annotation layers. CAD feature layers (non-text layers) are exported into an ArcSDE Geodatabase (geodatabase) as GIS feature classes. In GIS, these features have the CAD text information stored as data in layers attribute tables along with other pertinent data.
- GIS Computer Mapping Program, GIS is a computer mapping system that links graphic features on a map to databases of related information. The City is still in the process of converting all of its sanitary sewer assets into a GIS system. While AutoCAD is used primarily for design work, GIS is utilized for storage/retrieval of asset information.

#### **4.1.1 Map Update and Maintenance Procedures**

Keeping the sewer collection system maps up to date is an ongoing effort with modifications coordinated through the City's engineering department. The City recently has invested in updating the City-wide sewer system GIS. As part of this, the City is re-evaluating their GIS asset management practices. This project will define methods for updating the City's GIS mapping, however, currently an outside consultant is assisting the City in maintaining their mapping documents.

## **4.2 PREVENTIVE OPERATION AND MAINTENANCE**

The Public Works Sewer Division has developed several maintenance approaches for the sewer collection system, which include the following: routine preventive sewer line cleaning, monthly cleaning of high maintenance sewer lines, pump station maintenance and utilization of video inspections.

Objectives of Sewer Maintenance Preventative Maintenance Program include:

- Increase preventative maintenance and management of all parts of the wastewater collection system to decrease SSOs minimizing the frequency of sanitary sewer overflows (SSOs) and mitigating the impact of SSOs.
- Continue with routine hydro-cleaning of sewer mains and monthly hydro-cleaning of identified sewer mainline target (high-maintenance) areas.

- Conduct video condition assessment of each sewer mainline, identify and prioritize sewer main repairs or replacement of problem sewer mainlines.
- Document any problem or concerns regarding each pipe segment and/or sewer manholes.
- Develop a Restaurant Owners' Guide for Grease Control.
- Upgrade root removal equipment and improve maintenance program.
- Develop contingency equipment and replacement part inventory.
- Refer sewer main concerns identified by video or with repeat maintenance to Engineering for evaluation.
- Conduct appropriate analysis/evaluation of SSOs utilizing historical maintenance, activity data and records. Also, provide recommendations to reduce future risk.
- Identify collection system blockages due to fats, oil and grease (FOG). Then develop strategies to decrease backups.
- Operate all pump stations at peak efficiency and perform preventative maintenance on equipment at all sanitary sewer pump stations.
- Maintain records of the sanitary sewer system and respond to inquiries.

#### **4.2.1 Routine Preventive Sewer Line Cleaning:**

Sewer Maintenance employees are trained on proper maintenance and operation of Jet Rodder truck for Hydro flushing sewer lines. Routine cleaning of all City sewer lines takes approximately 1-1/2 to 2 years complete. One goal of the Sewer Division is to clean each and every sewer mainline once every 1-1/2 years.

The Sewer Division divided the collection system map into 13 individual section maps for preventive maintenance cleaning purposes. These area maps are utilized to manage crew activities and ensure proper and thorough mainline cleaning.

The Operator completes a daily sewer line cleaning log that notes the date the sewer line was cleaned, the name of the Operator, and the sewer main location. This also includes documenting any problem or concerns regarding each pipe segment and/or sewer manholes. This data is entered into a spreadsheet, which can be sorted by sewer line number, location, Operator, and description of problem. This data is reviewed to determine if repairs, video inspection, replacement or rehabilitation of sewer line is required. Review is reported to Engineering for consideration for rehabilitation or replacement if necessary.

#### **4.2.2 Monthly Cleaning of High Maintenance Sewer Lines:**

The Sewer Division has an aggressive monthly preventative maintenance (PM) program for identified problem (high maintenance) target areas of the collection system shown in [Table 4-1](#). It currently takes 1 to 1-1/2 weeks per month to clean high maintenance sewer mainlines. A majority of problem with these lines are that they are older sewer mains with little or no grade. If

it is determined that rehabilitation or replacement of a line may be necessary or an opportunity to increase grade by connecting to new sewer mains, Engineering will be notified. At this point, Engineering will evaluate the pipeline findings and determine the rehabilitation or replacement needs.

**Table 4-1 High Maintenance Sewer Lines**

No.	Description	Sewer main Location	From/To (point of beginning and point of ending)	Distance	Size
1	Riverview Dr.	By the Cemetery 2773	N/O 1013 Riverview Dr. to Lamphole 2772	260'	
2	Cross St. 3691	Cross St. 3699	Vineyard Ave. heading East towards Lilly St. 3689	500'	6"
3	Washington St. 3685	Washington St. 3684	Lilly to Malone St. 3683	425'	6"
4	Washington St. 3694	Washington St. 3671	Vineyard Ave. to Lilly St. 3684	500'	6"
5	Vineyard Ave. 3672	Vineyard Ave. 3671	Washington St. to Cross St. 3669	500'	10"
6	Vineyard Ave. 3832	Vineyard Ave. 3615	Clinton St. to Washington St. 3671	350'	10"
7	Siphon on Adelaide St. 2044 2043	S. Clinton St. 3611	Cross MID Canal towards 1st manhole on Adelaide 875	100'	6"
8	Clinton St. 3618	Clinton St. 3617	Sycamore & Vineyard heading East to Vineyard 3615	160'	10"
9	Alley 3733	Between Sycamore & Lake 3617	Clinton heading North toward 7th St. 3731	380'	8"
10	Clinton St. 1981	Clinton St. 879*	Between Lake & Sycamore heading East to Sycamore	150'	10"
11	Clinton St. 3620	Clinton St. 3619	Lake St. to Manhole between Lake St. & Sycamore 879*	250'	12"
12	S. Lake St. 3815	S. Lake St. 3649	Moore St. to Sunrise 876*	450'	6"
13	Alley 3663 3664	Between A St. and B St. 3659	6th to Yosemite Ave. 3662	370'	6"
14	6th St. 3661	6th St. 3602	Between B St. & C St. to between A St. & B St. 3659	400'	6"
15	Alley 3605A 3605B	Between B St. & C St. 3602	6th St. heading South towards MID canal 3604	Sewer main on E. side	6"
16	Alley 3722	Between A St. & B St. 3625	Clinton St. to MID Canal 885*	500'	6"

Exhibit A

No.	Description	Sewer main Location	From/To (point of beginning and point of ending)	Distance	Size
17	Alley 4837	Between B St. & C St. 4753	9th St. to 10th St. 4836	400'	6"
18	Alley 4839	Between C St. & D St. 4826	10th St. to 11th St. L/H	600'	6"
19	Alley 4827	Between C St. & D St. 4751	9th St. to 10th St. 4826	350'	6"
20	Alley 4812	Between D St. & E St. 4809	10th St. to 11th St. L/H	400'	6"
21	Alley 4832	Between C St. & D St. 4831	12th St. to 11th St. 4830	300'	6"
22	Alley 4833	Between C St. & D St. 4781	13th St. to 12th St. 4831	550'	6"
23	Alley 4964	Between Hull & Stinson 4936	A St. heading South to 201 Hull St. 4963	600'	6"
24	Alley 4857	Between A St. & B St. 4785	13th St. to Roosevelt 4850	350'	6"
25	Alley 820	Between B St. & C St. 764*	14th St. to Roosevelt 4844	325'	6"
26	Alley 4845	Between B St. & C St. 4783	13th St. to 14th St. 764*	450'	6"
27	Alley 4793	Between G St. & Gateway Dr. 4741	Madera Ave. to 11th St. 4791	500'	6"
28	Madera Ave. 4744	Madera Ave. 4741	Between G St. & Gateway Dr. to Gateway Dr. 4743	350'	12"
29	Alley 4737	Between G St. & Gateway Dr. 4734	7th St. to 6th St. L/H	430'	6"
30	Easement 3802	Between 5th St. & Yosemite 3798	Between Flume & High St. heading E. toward High St. 3801	210'	6"
31	Alley 3800	Between Flume & High St. 2820	5th St. heading South to first man hole 3798	275'	6"
32	Alley 3706	Between A St. & B St. 3583	5th to East 4th St. 3758	425'	6"
33	East Yosemite Ave. 3579	East Yosemite Ave. 3769	Heading East from 218 E. Yosemite (Ritz Bar) to E. Yosemite Ave. End of Line L/H	330'	6"

Exhibit A

No.	Description	Sewer main Location	From/To (point of beginning and point of ending)	Distance	Size
34	East Yosemite Ave. 3577	East Yosemite Ave. 3769	Heading West from 218 E. Yosemite (Ritz Bar) to E. Yosemite Ave. End of Line L/H	330'	6"
35	Alley 3770	Between C St. & D St. 3579	5th St. to Yosemite Ave. 3769	South 500'	6"
36	Alley 3593	Between C St. & D St. 3579	5th St. to 4th St. 3591	North 400'	
37	5th St. 3882	5th St. 3579	Between C St. & D St. to between B St. & C St. 3581	400'	10"
38	North Lake 2817	North Lake 2798	Central Ave. heading North towards 317 N. Lake St. Lamp Hole	317'	4"
39	Easement on Central 2813	Between N. A St. & Lake St. 2797	Central towards Fresno River 2812	250'	6"
40	3rd St. 2940	3rd St. 3711	From between A St. & B St. to Central 2794	125'	6"
41	E. 3rd St. 3554	E. 3rd St. 3549	Between D St. & E St. to between C St. & D St.	400'	8"
42	Easement on E St. 2020	Between 3rd St. & 4th St. 1167*	E St. heading East towards Alley 3556	100'	4"
43	E St. 2020	E St. 1167*	Between 3rd St. & 4th St. heading towards 4th St. L/H	60'	4"
44	Gateway Dr. 3757	Gateway Dr. 3755	4th St. to 3rd St. 3536	425'	6"
45	Gateway Dr. 3756	Gateway Dr. 3561	5th St. to 4th St. 3755	425'	6"
46	Alley 3776	Between G St. & Gateway Dr. 3563	5th St. to 4th St. 3775	425'	8"
47	5th St. 3564	5th St. 3563	Between G St. & Gateway Dr. to Gateway Dr. 3561	225'	10"
48	Martin St. 992	Martin St. 917*	Dunham to 123 Martin St. L/H	200'	6"
49	Dunham St. 991	Dunham St. 919*	Monterey St. to Martin St. 917	390'	6"
50	Santa Bonita St. 5688	Santa Bonita St. 4524	Olive - South to 144 Santa Bonita St. L/H	600'	6"
51	Alley 4729	Between Freeway 99 and I St. 1121*	8th St. to 9th St. L/H	350'	6"

Exhibit A

No.	Description	Sewer main Location	From/To (point of beginning and point of ending)	Distance	Size
52	Alley 1068	Between Freeway 99 and I St. 4722	7th St. to 8th St. 1121*	450'	6"
53	Alley 4727	Between South I St. & Freeway 99 4722	7th St. - heading North past 6th St. towards Yosemite Ave. 4726 4786	600	6"
54	Alley 4710	Between I St. & J St. 4604	Yosemite Ave. to 5th St. 4709	425'	6"
55	Alley 4708	Between I St. & J St. 4604	Yosemite Ave. to 6th St. 4707	375'	6"
56	Alley 4697	Between J St. & K St. 4602	Yosemite Ave. to 5th St. 4695	450'	6"
57	Alley 4699	Between J St. & K St. 4602	Yosemite Ave. to 6th St. 4698	387'	6"
58	Alley 4684	Between K St. & L St. 4600	Yosemite Ave. to 5th St. 4682	450'	6"
59	Alley 4686	Between K St. & L St. 4600	Yosemite Ave. to 6th St. 4685	380'	6"
60	Alley 4678	Between L St. & M St. 4598	Yosemite Ave. to 5th St. 4676	425'	6"
61	Alley 4680	Between L St. & M St. 4598	Yosemite Ave. to 6th St. L/H	380'	6"
62	Alley 4672	Between M St. & N St. 4596	Yosemite Ave. to 5th St. 4671	375'	6"
63	Alley 4674	Between M St. & N St. 1110*	Yosemite Ave. to 6th St. 4673	390'	6"
64	Alley 1072	Between N St. & O St. 4594	Yosemite Ave. to 6th St. L/H	375'	6"
65	Alley 4665	Between N St. & O St. 4594	Yosemite Ave. to 5th St. 4663	450'	6"
66	Alley 4659	Between O St. & P St. 4292	Yosemite Ave. to 5th St. 4657	425'	6"
67	Alley 4661	Between O St. & P St. 4292	Yosemite Ave. to 6th St. 4660	375'	6"

Exhibit A

No.	Description	Sewer main Location	From/To (point of beginning and point of ending)	Distance	Size
68	Alley 4245	Between P St. & Q St. 4590	Yosemite Ave. towards 6th St. L/H	365'	6"
69	Alley 4655	Between P St. & Q St. 4590	Yosemite Ave. to 5th St. L/H	365'	6"
70	O St.	O St.	4th St. heading South to 314 O St. – lamp hole	200'	4"
71	Alley 2000	Between O St. & P St. 1115*	Olive to 6th St. L/H	270'	6"
72	Williams Ave. 3442	Williams Ave. 1035*	4th St. to 204 Williams Ave. L/H	175'	4"
73	Dwyer St. 5126	Dwyer St. 4447	Howard to Plumas L/H 1009	500'	6"
74	Howard Rd. 1024	Howard Rd. 1023*	West from Schnoor 4176	600'	12"
75	Lateral 4089	2905 West Gate C/O	From City clean out @ 2905 W. Gate to Main on Westgate Main	50'	4"
76	Pinewood Ct. 3174	Pinewood Ct. 3171	North from Pinewood Dr. to 915 Pinewood Ct. 3173	80'	
77	Pinewood Ct. 3176	Pinewood Ct. 3171	South from Pinewood Dr. to 1112 Pinewood Ct. 3175	South 80'	6"
78	Riverview Dr. 336	Riverview Dr. 316*	From Storm Pump Station #3 on Riverside Dr. heading East toward 2300 Riverview Dr. 315*	150'	8"
79	Riverview Dr. 337	Riverview Dr. 3300	Valley Way heading East toward 1st manhole 316*	350'	8"
80	Riverview Dr. 3158	Riverview Dr. 3155	From 2512 Riverview Dr. heading East to Valley Way 3157	300'	8"
81	Riverview Dr. 3156	Riverview Dr. 3153	From 2524 Riverview Dr. heading East toward 2512 Riverview Dr. 3155	150'	8"
82	Riverview Dr. 3154	Riverview Dr. 3090	From Granada Dr. heading East toward 2524 Riverview Dr. 3153	100'	8"
83	W. National 4053	W. National 4052	West from 2612 W. National to 2716 W. National 4050	300'	8"
84	W. National 4055	W. National 4054	Granada Dr. to 2612 National 4052	350'	8"

Exhibit A

No.	Description	Sewer main Location	From/To (point of beginning and point of ending)	Distance	Size
85	Riverview Dr. 2774	By the Cemetery 2773	N/O 1013 Riverview Dr. to lamp hole 2772	260'	
86	Freeway Crossing 2759	From Terrace & Central 2760	Cross freeway heading West to Central 2758	325'	8"
87	Harding St.	Harding St. (behind) 2548	Owens heading to Lamp Hole 2561	125'	4"
88	Alley 2507	Between Cleveland Ave. & Wilson 2508	Owens to Sharon Ave. L/H	575'	6"
89	Alley 2511	Between Cleveland Ave. & Wilson 2508	Owens heading East to 1st manhole 2510	250'	6"
90	Alley 2513	Between Cleveland Ave. & Wilson 2512	Davis heading West to 1st manhole 2510	116'	6"
91	Alley 2515	Between Cleveland Ave. & Wilson 2512	Davis to Torres Way L/H	220'	6"
92	Torres Way 2572	Torres Way 2571	Rush to Cleveland Ave. 2570	350'	6"
93	Torres Way 2573	Torres Way 2520	Lincoln to Rush 2571	550'	6"
94	Alley 2581	Between Columbia and Sierra 2528	Rush to Cleveland Ave. 2579	475'	6"
95	Alley 2696	Between Garfield & Lincoln 2664	Fresno St. to Merced St. 2695	490'	8"
96	Easement	Between Merced St. & Tulare St.	Cleveland Ave. to Wessmith	600'	6"
97	Easement 792 & 1794	Between Merced St. & Tulare St. 1191*	Wessmith to Cleveland Ave. 1793	600'	6"
98	Rogers 1866	Rogers 1561	Wessmith to Ashland Way 1198*	350'	6"
99	Fresno St. 1844	Fresno St. 1557	Wessmith to Ashland Way 1841	350'	6"
100	Laguna Way 197	W/O Barcelona Way 177*	1174 Laguna Way 1186*	425'	

Exhibit A

No.	Description	Sewer main Location	From/To (point of beginning and point of ending)	Distance	Size
101	Siphons 2953	East side of D St. Fresno River bridge 2949	Cross river from Central Ave. to Riverside 2953	425'	8"
102	Siphons 2914	West side of D St. Fresno River bridge 2783	Cross river heading North to Riverside 1180*	380'	10"
103	Siphon 6119	Freeway 99 & Road 28, N/O Avenue 13 6118	Cross freeway 99 from W/O Freeway towards E/O Freeway 6116	325'	15"
104	Riverview Dr. 2774	By the Cemetery 2773	N/O 1013 Riverside Dr. to Lamp Hole 2772	260'	
105	Almond Ave & Commerce 5074	997*	5057	300'	

**4.2.3 Pump Station Maintenance:**

The Sewer Division is in charge of the operations and maintenance of the five sewage pumping stations (sewer lift stations):

- Fairground Sewer Lift Station
- South Street Sewer Lift Station
- Airport Sewer Lift Station
- Small Airport Sewer Lift Station
- Future Westberry Lift Station

These sewer lift stations are automatically controlled so pumps alternate as lead / lag pumps, maintain wet well operations to limit pump starts and stops, and in-line storage.

Sewer Pumping Stations are inspected daily during work week as part of the pump station preventative maintenance program. Work activities are developed and prioritized based on these inspections. Routine repair and rehabilitation improvements completed as part of the ongoing operational and maintenance improvements are managed and completed by Public Works, while projects including major rehabilitation or major repair concerns are forwarded to Engineering. At this point, Engineering will evaluate findings and handle the rehabilitation, replacement or repair as necessary. The pumps at the South Street Sewer Lift Station were replaced in 2016 and the electrical controls and components have been upgraded. New chopper pumps have been installed and Pacific Gas and Electric is in the process of upgrading service to the station.

Some items covered during preventative maintenance inspections are as follows:

- Check lubrication: Motors, pumps, drive shafts, locks, latches and hinges
- Inspection: Sump Pumps, controls, alarms, wet well levels, forced fresh air ventilation system, amperage, ensure all locks and latches are secured
- Leak Checks: Fuel/Oil lines, valves, packing, seals, lubricators, bubbler air systems
- Exercise: Motors and valves as needed
- Housekeeping: Clean interior/exterior, landscape maintenance, purge bubbler air system, wash down channel chamber and dry well, clear debris from bar screen

Most of the sewer lift stations are connected to a SCADA system that monitors pump run-times, amperage, high and low wet well levels and power failures. If preset parameters are exceeded, SCADA alarm will notify, by phone, the Sewer Division Lead Worker during normal working hours and/or the Public Works Stand-by person during off work hours, weekends and holidays. Staff is currently looking at the viability of connecting the sole remaining lift station to the SCADA system.

The Fairground Sewer Lift Station and South Street Sewer Lift Station are most critical stations with highest sewer flows. Both of these sewer lift stations are equipped with permanent emergency electrical generators and automatic transfer switches. They are also equipped with exercise clocks that automatically start and stop these systems under a load once per week to ensure they are operational for emergency situations.

The Airport Sewer Lift Station and Small Airport Sewer Lift Station currently experience minimal sewer flows. A six-inch portable pump is available to bypass sewer flows around the Airport or Madera Avenue Sewer Lift Stations in case of a power outage. Sewage from the Airport Sewer Lift Station can be vacuumed by Vactor Jet Rodder truck as needed during a power outage.

#### **4.2.4 Equipment Dedicated to Maintenance of Sewer Collection System:**

**Table 4-2** below documents the equipment dedicated to the maintenance of the sewer collection system.

**Table 4-2 Dedicated Maintenance Equipment**

Equipment	Quantity
Permanent emergency electrical generator w/auto transfer switch for Fairground Sewer Lift Station	1
Permanent emergency electrical generator w/auto transfer switch for South Street Sewer Lift Station	1
Pickup trucks	2
One Ton Utility Truck with boom lift	1
350 kW portable electrical generator	1
6" portable pump	1
Submersible/portable pump	1
Air Compressor	1
Backhoe	1
Dump Truck	1
Vactor Jet Rodder truck	1
Trailer	1
Lateral VIDEO Camera	1

#### 4.2.5 Personnel Dedicated to Maintenance of Sewer Collection System

**Table 4-3** on the following page documents the allocation of dedicated maintenance personnel for the sewer collection system.

**Table 4-3 Dedicated Maintenance Personnel**

Job Title	Duties	No. of Person
Operations Manager	Oversees System Operations	1
Wastewater Collection System Supervisor	Site Supervisor and assist repair crew	1

Job Title	Duties	No. of Person
Sewer Maintenance Worker IV	Vactor Operators, routine preventive maintenance and repairs	2
Maintenance Worker II	Routine preventive maintenance and repairs and assist Vactor Operators	4

### 4.3 REHABILITATION AND REPLACEMENT PLAN

The goal of the Public Works Sewer Division is to conduct visual and video inspections for the purpose of assessing each sewer mainline. The video inspection is performed by contracted services and information from the video inspection is provided to City staff in written report and DVD. Written report provides date of inspection, location of main videoed, pipe material, pipe size, length of pipe, and location of lateral connections; any concerns regarding condition of sewer line are also noted. This data is then reviewed by Public Works and used to prioritize the repair, replacement or rehabilitation of sewer pipelines. In addition to routine condition assessment the following locations are typically added to the video program:

- Lines with more than three service requests within the past year
- Lines under roadway scheduled for rehabilitation
- Lines identified by field personnel as problem locations
- New sewer line installations

Depending on the scope and nature of a repair Public Works may perform the work internally or coordinate with a contractor to complete the improvement. For larger projects Engineering will evaluate findings and handle the rehabilitation, replacement or repair as necessary. It should be noted that the City is currently under way on a City-Wide sewer system condition and risk assessment project that will CCTV the majority of the City sewer mains, and provide long-term rehabilitation and replacement recommendations.

#### 4.3.1 Capital Improvement Program (CIP)

The current Sanitary Sewer Main CIP is included in [Table 4-4](#) on the following page. Individual CIP projects run cradle-to-grave and therefore can begin before and continue beyond the budget cycle.

Table 4-4 Capital Improvement Program

Project No.	Project Title	2019/20	2020/21	2021/22	2022/23	2023-24	Total Cost
S-000012	Schnoor Ave Trunk Sewer Rehab	46,000	489,000				535,000
S-STDY-1	Sewer System Assess/Rehab	188,800					188,800
S-STDY-2	Sewer Asset Management Software	75,000					75,000
S-VI-002	Sewer Main Video Inspection	780,000					780,000
SS-00000	Engineering Support for Sewer Projects	25,000					25,000
SS-00006	Fairgrounds Lift Station VFD	575,582					575,582
SS-00007	Airport Lift Station Force Main Study	20,000					20,000
SS-00008	Sewer Manhole Project	50,000					50,000
SS-00009	2018 Sewer Repairs	500,000					500,000
SS-00010	Airport Lift Station Pumps Replacement	150,000					150,000
SS-00011	Mainberry Sewer – Howard to Sunset	450,000					450,000
SS-00012	Doubletree Sewer – Westberry to Liberty	325,000					325,000
SS-000995	Road 28 Sewer Loan Repayment	4,000	4,000	4,000	4,000	4,000	20,000
SS-000996	Southeast Quad Sewer Improvement					464,000	
SS-000997	Northeast Quad Sewer Improvement					210,000	210,000
SS-000998	Northwest Quad Sewer Improvement					250,000	250,000
SS-000999	Reimbursements – Sewer					100,000	100,000

Exhibit A

Project No.	Project Title	2019/20	2020/21	2021/22	2022/23	2023-24	Total Cost
-	Sewer Southwest Quadrant - Due to Developers					406,700	406,700
<b>Total CIP Cost</b>		<b>3,189,382</b>	<b>493,000</b>	<b>4,000</b>	<b>4,000</b>	<b>1,909,700</b>	<b>5,600,082</b>

Managing the annual capital investment in sanitary sewer rehabilitation, inflow/infiltration improvements and capacity upgrades requires a long-term conceptual planning document. This Projected CIP is used to develop sewer rates and plan for the issuance of bonds necessary to finance the projected Capital Improvement Programs. The funds that support the Capital Improvement Program come from the City’s Sewer Fund. The sewer fund is an enterprise fund and sewer fees are established to meet projected needs.

#### 4.4 TRAINING

The City’s Sewer Maintenance Division staff are required to complete various types of training as listed below; they are also encouraged to study and prepare for the CWEA Certification exam. City contracted services are performed by State Certified Contractors that are required to abide to State and City standards. Another goal is to train the public on the importance of FOG control by developing and distributing a “Guide for Grease Control.” A list of the training requirements for City Sewer Maintenance Division staff are as follows:

- Customer Service
- Sexual Harassment
- Class B Driver’s License
- CWEA Certifications
- Sewer Mainline Cleaning (Jet Rodder with various nozzles, power snake for laterals)
- Forklift
- Confined Space
- Gas Detection
- Traffic Control
- USA Locating
- SSO Prevention and response
- Sewer Lift Station pump repairs
- Wellness Program
- Worker’s Comp
- As needed equipment training, when new equipment is acquired. The equipment supplier is typically used to train appropriate personnel.

All safety training activities are recorded in a log that is kept at the Public Works administrative office.

#### 4.4.1 Public Education to Promote Proper Disposal FOG

The City recognizes grease from restaurants as the number one cause of sewer line stoppages and spills. Therefore, another goal will be to develop a Restaurant Owners' Guide for Grease Control that will be distributed to every restaurant within the City. The guide will contain information on the importance of fighting grease as well as a list of grease control products available from the local hardware stores.

Large multifamily residential developments are also a significant source of grease. The City will develop a "Home Owners Guide for Grease Control" which will cover various options for homeowners to stop pouring grease down sinks. These options may vary from simply pouring it into a glass jar with a lid and storing it under the sink until trash collection day, to using products available at local stores.

## 4.5 CONTINGENCY EQUIPMENT AND REPLACEMENT INVENTORIES

The City typically keeps the following critical replacement parts stocked for emergency sewer lift station pump repairs: variable frequency motor drives, motor controllers, float switches and relays. All City sewer lift stations are designed and equipped with one extra pump in case one pump fails and pumps are pulled, repaired and replaced one at a time to minimize station downtime.

The Sewer Division has the necessary tools and equipment to work on the sewer lines or pumping stations. In addition to small tools, the City has two sewer cleaning trucks; two six-inch trailer-mounted emergency diesel generators, two by-pass pumps, and a truck with hoist capable of lifting the pumps. A summary of the existing wastewater collection equipment is provided on [Table 4-5](#).

**Table 4-5 Wastewater Collection Equipment**

Unit	Type	Year	Model	Use
144	Trailer	1987	6" Storm Pump & Trailer	Emergency By-Passing
192	A.C.	1971	Forklift	Construction/ Maintenance
229	Caterpillar	1997	Generator	Emergency By-Passing
346	John Deere	2005	Backhoe	Construction/ Maintenance
364	Chevy	2006	½ Ton Pickup	Construction/ Maintenance
376	Honda	2006	Civic	Construction/ Maintenance
399	Freightliner	2008	5-yd Dump Truck	Construction/ Maintenance

Exhibit A

Unit	Type	Year	Model	Use
1504	Ford	2013	½ Ton Pickup	Construction/ Maintenance
1505	Ford	2014	½ Ton Pickup	Construction/ Maintenance
2004	Ford	2015	1 Ton Utility Truck	Construction/ Maintenance
3001	Vaccon	2014	V350/1000	Vactor/Maintenance
5502	Sullivan	2013	Port Air Compressor	Construction/ Maintenance
1516	Ford		¾ Truck	
1529	Ford	2020	F250	
5508	Pressure Washer	2018		
	Case		Backhoe	

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## ELEMENT 5 – DESIGN AND PERFORMANCE PROVISIONS

**Requirement:**

- a. Standards for Installation, Rehabilitation and Repair: The SSMP must identify design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sewer systems.
- b. Standards for Inspection and Testing of New, Rehabilitated, and Repaired Facilities: The SSMP must identify the procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

### 5.1 INSTALLATION STANDARDS, SPECIFICATIONS AND TESTING

The City maintains construction standards and specifications (City of Madera Standards) for sewer manholes, grease interceptors, approved pipe materials, prohibited pipe materials, installation of pipeline, backfill, compaction of trenches, house branches, manhole construction, minimum pipe sizes, slopes, pipe depths, clearance with other utilities, other appurtenances and testing installation procedures. City of Madera Standards are available on the City's website ([www.madera.gov](http://www.madera.gov)).

### 5.2 SEWER PUMP STATION SPECIFICATIONS AND DESIGN REQUIREMENTS

Sewer pump stations have historically been developed on a case-by-case basis as needed. Public Works has developed the following general requirements as a guide for future sewer pump stations.

- Lift stations will not be allowed where an acceptable alternative gravity route exists.
- The capacities of pump stations are evaluated and designed to meet the peak wet weather flows with one standby pump having a capacity equal to the largest operating unit. The standby pump provides a safety factor in case the duty pump malfunctions during operations and allows for maintenance.
- Lift stations may be package wet well/dry well stations or site designed vertical, dry pit, non-clogging, or centrifugal pumping stations. Lift stations may depend on station size, head requirements and motor horsepower. No submersible pumps will be allowed in the system.
- The applicant shall submit to the City Engineer for approval, construction plans and such specifications and other details as required to describe fully the proposed sewer facility.

The plans shall have been prepared under the supervision of and shall be signed by an engineer of suitable training registered in the state.

- For related items not covered in the City of Madera Standards Drawings and Specifications, the City uses well-established design criteria from the *Greenbook Standard Specifications for Public Works Construction*. If any City Standard conflicts with State or Federal law, regulation, rule, policy, standard or requirement, it is the responsibility of the Builder/Developer/Contractor to follow the more stringent of the same. Please bring any conflict to the attention of the City Engineer.

### **5.3 REHABILITATION AND REPAIR**

The City is monitoring the field of no-dig pipeline rehabilitation as advancements are continually being made. The no-dig technology appears to be the future answer to pipeline rehabilitation as systems reach their life expectancy. The City is planning on no-dig rehabilitation methods to be the standard rehabilitation practice and will be developing construction standards as methods are better understood.

### **5.4 INSPECTION**

City contract provides that the work is not placed into service and accepted by City of Madera until inspection and testing is completed. The City provides inspections during the construction of sewer facilities and believes that proper installation is the key element to insure proper operation and maximum life expectancy.

In addition to City Inspector's experience and training, the inspector has the City Standard Manual for reference if needed during inspection of contractor's work. With regard to testing sewer lines, the City requires deflection test of PVC pipe by use of properly sized ball or mandrel, air-testing and video inspection on all new main lines.

## ELEMENT 6 – OVERFLOW OF EMERGENCY RESPONSE PLAN

### **Requirement:**

*Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:*

- a. Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;*
- b. A program to ensure an appropriate response to all overflows;*
- c. Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g., health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach water of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;*
- d. Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;*
- e. Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and*
- f. A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.*

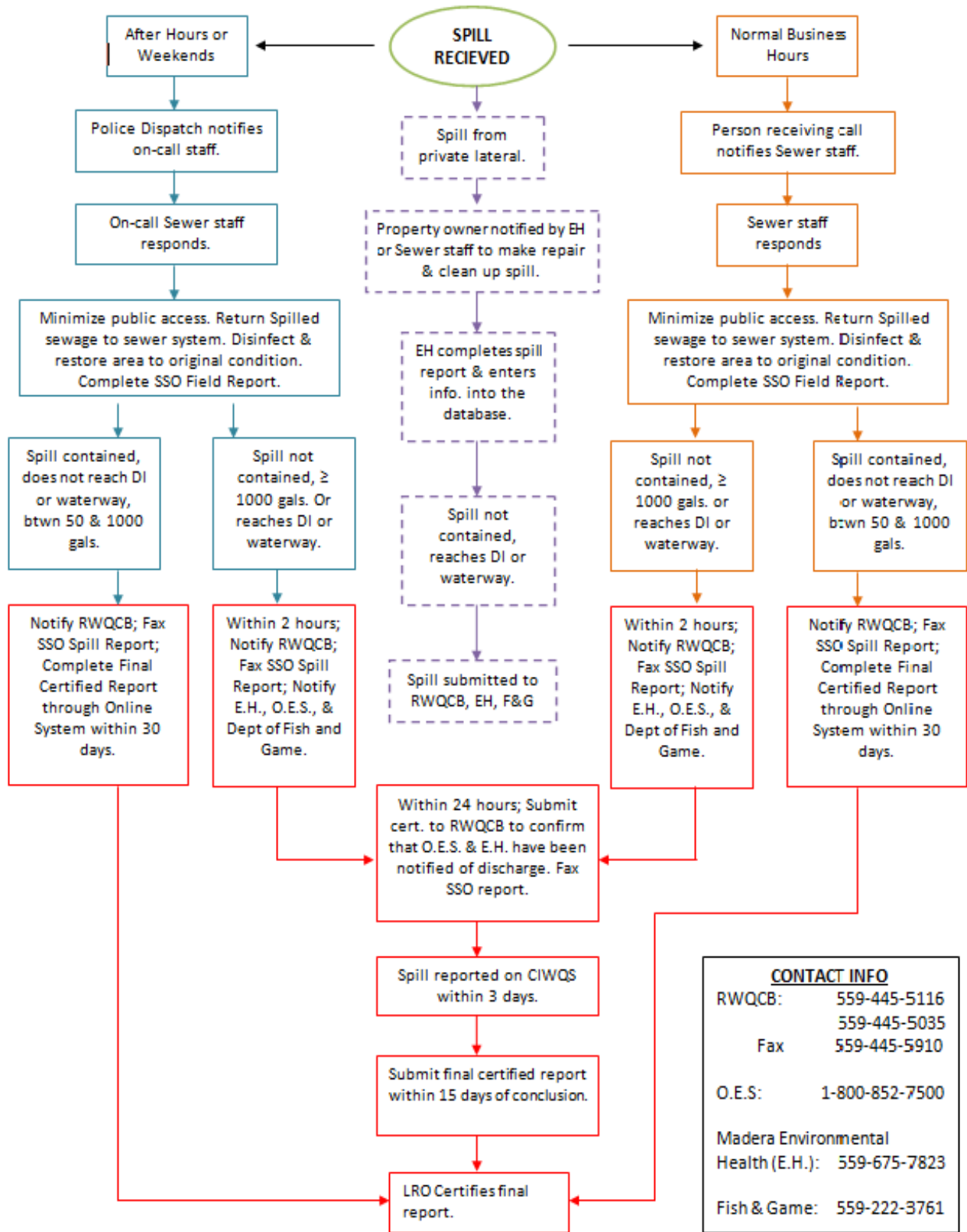
### 6.1 OVERFLOW EMERGENCY RESPONSE PLAN PURPOSE

The purpose of the Overflow Emergency Response Plan (OERP) is to support an orderly and effective response to Sanitary Sewer Overflows (SSOs). This plan provides guidelines for City of Madera personnel and other parties working on their behalf to follow in responding to SSOs that may occur in the City's wastewater collection system.

The OERP is designed to ensure that every report of a sewage overflow is immediately dispatched to the appropriate crews so that the effects of the overflow can be minimized. This is with respect to impacts to public health, adverse effects on beneficial uses and water quality of surface waters, and customer service.

The OERP further includes provisions to ensure field personnel follow established guidelines to secure the wastewater overflow area, relieve the cause of the overflow, minimize health hazards to the public, ensure that the affected area is cleaned as soon as possible, as well as de-contaminate sanitary sewer spills and follow proper reporting and record keeping procedures as seen in the SSO Field Response Chart, shown on [Figure 6-1](#). Every effort must be made to protect the environment and prevent sewage from reaching state waters.

Figure 6-1 City of Madera Sanitary Sewer Overflow Field Response Chart



## 6.2 DURING NORMAL WORK HOURS/DAYS

During normal business hours, Public Works Office Staff are primarily responsible for receiving phone calls from the public and other agencies. This includes complaints of possible sewer overflows from the wastewater collection system, and forwarding those complaints to the First Responder(s) (in most cases, the Sewer Division Maintenance Division).

Public Works Office Staff obtain following relevant information regarding the overflow including:

- Time and date call was received;
- Specific location;
- Description of problem;
- Time possible overflow was noticed by the caller;
- Caller's name and phone number;
- Observations of the caller (e.g., odor, duration, back or front of property); and
- Other relevant information that will enable the responding investigator and crews, if required, to quickly locate, assess and stop the overflow.

Office Staff record the overflow information on SSO Complaint Form (shown on the following page) and notify the Sewer Division Lead Worker and Operations manager or other Sewer Division staff.

Also, pump station alarms are monitored at Water and Sewer Division main office during normal working hours. If alarms are not answered, the SCADA system will alert the Operations Manager, Sewer Maintenance Leadworker, Public Works Standby person, Madera Radio Dispatch through their respective cell phones until it is answered and acknowledged.

Sewer overflows detected by maintenance personnel in the course of their normal duties are reported immediately to the Sewer Division Leadworker and Operations Manager. The Operations Manager records all relevant overflow information and Sewer Division is dispatched.

**City of Madera, Public Works  
Office Sanitary Sewer Overflow  
(SSO) Complaint Form**

Date Call Received: \_\_\_\_\_ Time Call Received: \_\_\_\_\_

Caller's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Specific Location (i.e. street, alley, front or rear of property): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Problem (i.e., sewer manhole, sewer service): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Time Possible SSO was noticed by Caller: \_\_\_\_\_

Observations by Caller (i.e.: odor, duration,) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 6.3 AFTER NORMAL WORKING HOURS

During non-business hours, Madera City Police Dispatch receives calls and forwards work orders to the Public Works Standby. Currently, there are 11 Public Works Standby crew members that rotate being on Standby on a weekly basis.

The Public Works Standby person can be reached at home phone number, by City cell phone, or by portable two-way radio. Public Works Office updates Public Works Standby schedule and provides an updated copy to Police Dispatch. Police Dispatch should obtain all relevant information available regarding the overflow including:

- Time and date call was received;
- Specific location;
- Description of problem;
- Time possible overflow was noticed by the caller;
- Caller's name and phone number;
- Observations of the caller (e.g., odor, duration, back or front of property); and
- Other relevant information that will enable the responding investigator and crews, if required, to quickly locate, assess and stop the overflow.

If scheduled Public Works Standby Person cannot be reached, Madera Police Dispatch will phone the next person on Public Works Standby list until contact is made. In addition, after hours, pump station alarms are monitored by SCADA system which phones the Public Works Standby Person if there is an alarm. If a sewer overflow is confirmed, the Public Works Standby person will contact appropriate Maintenance Staff for assistance as needed.

### 6.4 SPILL RESPONSE

The Spill Response Procedure presents a strategy for the City to mobilize labor, materials, tools and equipment to correct or repair any condition which may cause or contribute to an un-permitted discharge. The plan considers a wide range of potential system failures that could create an overflow to surface waters, land, or buildings. Failure of any element within the wastewater collection system that threatens to cause or causes an SSO should trigger a timely response to isolate and correct the problem. Crews and equipment shall be available to respond to any SSO locations.

The First Responder for Sewer Division confirms the overflow. Until verified, the report of a possible spill will not be referred to as a "sewer overflow." The Spill Response Procedure presents a strategy for the City to mobilize labor, materials, tools and equipment to correct or

repair any condition which may cause or contribute to an un-permitted discharge. The plan considers a wide range of potential system failures that could create an overflow to surface waters, land, or buildings. Failure of any element within the wastewater collection system that threatens to cause or causes an SSO should trigger a timely response to isolate and correct the problem. Crews and equipment shall be available to respond to any SSO locations. Additional Maintenance Crews will be dispatched to any site of a reported SSO as soon as notified.

#### **6.4.1 Spill Response Priorities**

The First Responder's priorities are:

- To follow safe work practices
- To respond promptly with the appropriate equipment
- To contain the spill wherever feasible
- To restore the flow as soon as practicable
- To minimize public access to and/or contact with the spilled sewage
- To promptly notify City personnel of preliminary spill information, need for additional help, and potential impacts
- To return the spilled sewage to the sewer system
- To disinfect and restore the area to its original condition (or as close as possible)

#### **6.4.2 Safety during Spill Response**

The First Responder is responsible for following all City safety procedures while performing the sewer investigation. The First Responder should be aware that sewer spills could involve Hazardous Materials and the following procedures should be followed:

- Upon arrival at the scene of a sewer overflow, should a suspicious substance (e.g., oil sheen, foamy residue) be found on the ground surface, or should a suspicious odor (e.g., gasoline) not common to the sewer system be detected, the First Responder shall first call the fire department's hazardous material response team and then notify the Sewer Division Leadworker of Operations Manager.
- The First Responder or crew shall await the arrival of the fire department to take over the scene. Any vehicle engine, portable pump or open flame (e.g., cigarette lighter) can provide the ignition for an explosion or fire should flammable fluids or vapors are present. Keep a safe distance and observe caution until assistance arrives.
- Upon arrival of the fire department, the First Responder or crew will take direction from the person with the lead authority of that team. Only when that authority determines it is safe and appropriate for the First Responder and crew to proceed can they then proceed under the OERP with the containment, clean-up activities and correction

### 6.4.3 Initial Response Procedure

It is the responsibility of the first person who arrives at the site of a sewer overflow to protect the health and safety of the public by mitigating the impact of the overflow to the extent possible. Should the overflow not be the responsibility of the City, yet present imminent danger to public health, public or private property, or to the quality of waters of the U.S., then prudent emergency action should be taken until the responsible party assumes responsibility and provides actions.

The First Responder should notify the Sewer Division Leadworker and Operations Manager if additional crews, materials, supplies, or equipment are needed. All employees dispatched to the site of an SSO during regular work hours shall proceed immediately to the site of the overflow. Any delays or conflicts in assignments must be immediately reported to the supervisor for resolution. The City has a 45-minute response time goal from notification to site of a potential sewer overflow during weekday hours and a 90-minute response time goal to site of a potential sewer overflow during afterhours. Upon arrival at an SSO, the response crew should do the following with a focus on resolution, protection and reporting:

- Determine the cause of the overflow, e.g. sewer line or lateral blockage, pump station mechanical or electrical failure, sewer line break, etc.
- Identify and request, if necessary, assistance or additional resources to correct the overflow, to assist in the determination of its cause, or if there is doubt on how to proceed.
- Determine if private property is impacted. If yes, the First Responder should inform Madera County Environmental Health (1-559-675-7823) within 24 hours.
- Request additional personnel, materials, supplies, or equipment that will expedite and minimize the impact of the overflow.
- Determine whether to proceed with clearing the blockage to restore the flow or to initiate containment measures. The guidance for this decision is:
  - Small spills – proceed with clearing the blockage.
  - Moderate or large spill where containment is anticipated to be feasible and effective – proceed with the containment measures.
  - Moderate or large spills where containment is anticipated to be unfeasible or ineffective – proceed with clearing the blockage; however, call for additional assistance if the blockage cannot be cleared after 20 minutes, and begin implementing any possible containment measures.
- Take immediate steps to stop the overflow, e.g. relieve pipeline blockage, manually operate pump station controls, repair pipe, etc. Additional efforts to contain and control

flow should be considered where overflows from private property threaten public health and safety (e.g., an overflow running off of private property into the public right-of-way).

First Responders should, in all cases, report their findings, including possible damage to private and public property, to the Sewer Division Leadworker and Operations Manager immediately upon making their investigation. If the Sewer Division Leadworker has not received findings from the field crew within 90 minutes, the Sewer Division Leadworker shall contact the response crew to determine the status of the investigation. In all cases, the Sewer Division Leadworker shall respond to all SSOs to ensure that provisions of this OERP are being implemented.

First Responders should use discretion in assisting the property owner/occupant as reasonably as they can for work on private property. Be aware that the City could face increased liability for any further damages inflicted to private property during such assistance. The response crew should only enter private property for purposes of assessing damage after receiving such authorization from the property owner. Appropriate photographs, if possible, should be taken of the outdoor area of the sewer overflow, and impacted area, in order to thoroughly document the nature and extent of impacts. Available photographs are to be forwarded to the Operations Manager.

#### **6.4.4 Initial Measures for Containment**

Crews should initiate measures to contain the overflowing sewage and recover where possible sewage that has already been discharged, minimizing impact to public health or the environment. It is important that crews use all reasonable measures to contain sewer overflows from discharging to storm drains, creeks, or other surface waters.

- Determine the immediate destination of the overflow, e.g. storm drain, street curb gutter, body of water, Madera Irrigation District (MID) canal, etc.
- Identify and request the necessary materials and equipment to contain or isolate the overflow, if not readily available; and
- Take immediate steps to contain the overflow, e.g., block or bag storm drains, recover through vacuum truck, divert into downstream manhole, etc.

#### **6.4.5 Wet Weather Spill Response**

The City recognizes that some sewer overflows are the result of wet weather combined with system capacity issues (not blockages). In the case of wet weather events, the crew members should actively examine the system for surcharged or overflowing manholes. If surcharged or overflowing manholes are discovered and the crew determines the cause is not related to a blockage, crew members should:

- Set up traffic barricades and public notification signs.

- Check that the nearest pump station downstream of the manhole(s) is functioning properly.
- Set up bypass pumping to divert some or all of the flow to a downstream manhole that is not surcharged, if possible.
- Use best efforts to contain and return overflowing sewage back to the collection system. All wet weather SSOs must be documented and reported in the same manner as other SSOs.

#### 6.4.6 Pump Station Failures and Force Main Breaks

Procedures to contain, bypass, resolve, and document overflows should follow the requirements for gravity system overflows. Overflows or issues that could lead to overflows at the City's larger pump stations, such as the Fairground Sewer Lift Station and South Street Sewer Lift Station, must receive the highest priority for response due to the volume of the flow involved. All pump station and force main related SSOs must be documented and reported in the same manner as other SSOs.

#### 6.4.7 Emergency Equipment List

The City has equipment available to respond to an SSO event ([Table 6-1](#)):

**Table 6-1 Emergency Equipment**

Equipment	Quantity
Permanent emergency electrical generator w/auto transfer switch for Fairground Sewer Lift Station	1
Permanent emergency electrical generator w/auto transfer switch for South Street Sewer Lift Station	1
Pickup trucks	2
One Ton Utility Truck with boom lift	1
350 kW portable electrical generator	1
6" portable pump	1
Submersible/portable pump	1
Air Compressor	1

Equipment	Quantity
Backhoe	1
Dump Truck	1
Vactor Jet Rodder truck	1
Trailer	1
Portable power rodders.	1
Lateral VIDEO Camera	1
Containment Tools and Materials	
Traffic control devices	
Trash pump with hose (for emergency bypass)	
Repair bands in all sizes	
Control parts (for pump stations)	
Pipe in 6 and 8 inch sizes (for gravity lines)	
Tools	

#### 6.4.8 Spill Mitigation and Cleanup

This section summarizes mitigation actions to minimize the effects of an SSO and measures that should be taken to clean up after both external and internal SSO events.

#### 6.4.9 Mitigation

The objectives of the mitigation actions taken during an SSO are:

- To protect public health, environment and property from sewage overflows and restore the surrounding areas back to normal as soon as possible.
- To establish perimeters and control zones with appropriate traffic cones and barricades, vehicles or use of natural topography (e.g., hills, berms, etc.)
- To promptly notify the regulatory agency's communication center of preliminary overflow information and potential impacts.

- To contain the sewer overflow to the maximum extent possible including preventing the discharge of sewage into storm drains, creeks and other surface waters; and
- To minimize the City's exposure to any regulatory agency penalties and fines.

Under most circumstances, the City will handle all response actions with its own maintenance forces. These trained personnel have the skills and experience to respond rapidly and in the most appropriate manner. An important issue with respect to an emergency response is to ensure that the temporary actions necessary to divert flows and repair the problem do not produce a problem elsewhere in the system. For example, repair of a force main could require the temporary shutdown of the pump station and diversion of the flow at an upstream location. If the closure is not handled properly, sewage system back-ups may create other overflows. Circumstances may arise where the City could benefit from the support of outside construction assistance. This may be true in the case of complex collection sewer pipe repairs, or issues with the City's larger diameter pipes. The City may also choose to use private contractors for open excavation operations that might exceed one day to complete, or where the number of concurrent issues requires immediate response that exceeds the capabilities of City crews.

#### **6.4.10 Additional Measures under Potentially Prolonged Overflow Conditions**

In the event of a prolonged sewer line blockage or a sewer line collapse, which is defined as a sewer line blockage or collapse that cannot be remedied within a reasonable time determined by the first responder after onsite activities to remedy the overflow have been underway, a determination should be made to set up a portable by-pass pumping operation around the obstruction.

- Appropriate measures shall be taken to determine the proper size and number of pumps required to effectively handle the sewage flow.
- Contact local rental companies such as Rain for Rent (1-559-485-5610) to rent emergency bypass pumping equipment as needed.
- Continuous or periodic monitoring of the by-pass pumping operation shall be implemented as required. Bypass operations should occur concurrently with continued efforts to remove the blockage, or repair the collapse.

#### **6.4.11 Cleanup**

Sewer overflow sites are to be thoroughly cleaned after an overflow and no readily identified residue (e.g., sewage solids, papers, rags, plastics, rubber products) is to remain.

#### **6.4.12 External SSO Cleanup**

- Where practical, the area is to be thoroughly flushed and cleaned of any sewage or wash-down water. Solids and debris are to be flushed, swept, raked, picked-up, and

transported for proper disposal. Any water used for flushing should be collected with a vacuum truck.

- The overflow site is to be secured to prevent contact by members of the public until the site has been thoroughly cleaned. Warning signs should be posted as required.
- Where appropriate for hard surface areas, the overflow site should be disinfected and deodorized. Apply minimal amounts of disinfectant (e.g., a solution of laundry bleach diluted 10:1 with water, or a suitable commercial disinfectant/deodorant) with a hand sprayer, and take care to prevent any disinfectant from reaching a receiving water. The amount applied should be just enough to wet the surface but not cause runoff. Do not use disinfectant during wet weather conditions.
- Where sewage has resulted in ponding, the ponded area should be pumped dry.
- If a ponded area contains sewage which cannot be pumped dry, it may be treated with bleach. If sewage has discharged into a body of water that may contain fish or other aquatic life, bleach or other appropriate disinfectant should not be applied and the California Department of Fish and Game (CDFG) should be contacted for specific instructions.
- If any sewage has reached a waterway, CDFG should be consulted regarding recommended cleanup and protection measures, and the first responder should obtain water samples. Safety should be considered while collecting samples, especially during wet weather events. Typically, samples should be collected upstream (about 500 feet), downstream (about 500 and 1,000 feet) and at the point of sewage entrance, and sent to the approved laboratory for analysis. Samples should be analyzed for ammonia, dissolved oxygen, fecal coliform, and biological oxygen demand (BOD).

#### **6.4.13 Documentation**

An Operator Sewage Spill Report (shown on the following page) shall be completed by the First Responder. The First Responder shall promptly notify the Operations Manager when the overflow is resolved. The SSO Field report should include the following:

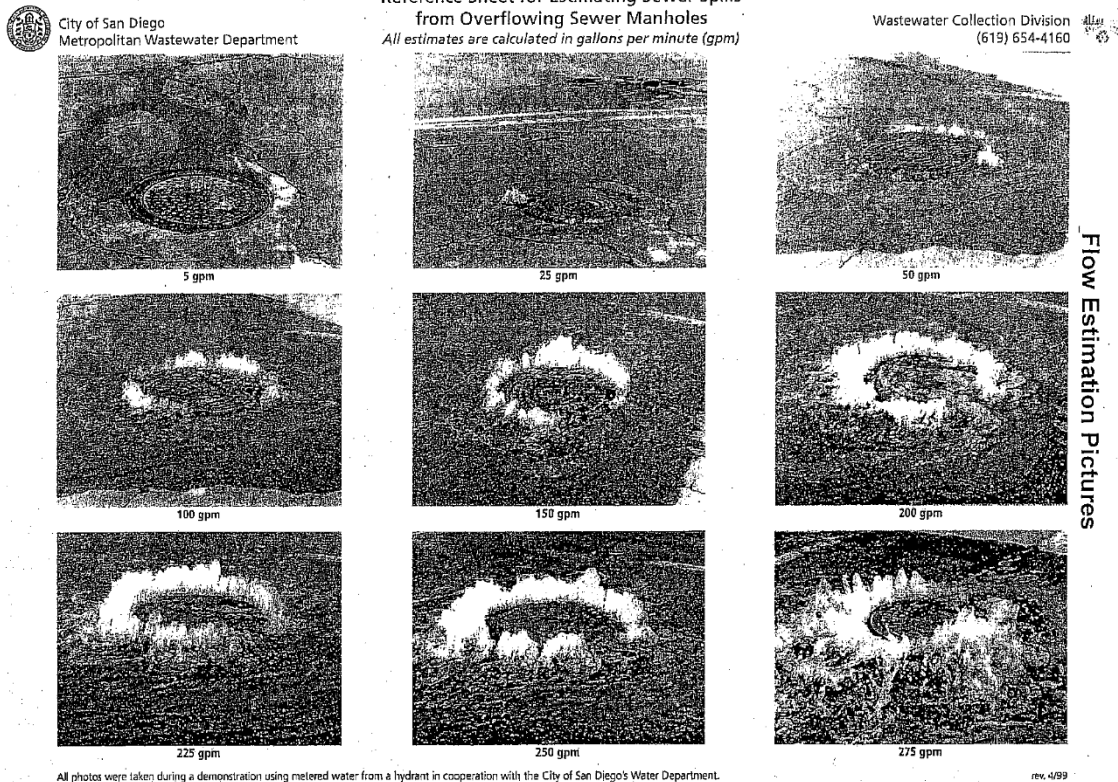
- An indication if the sewage overflow had reached surface waters, i.e., all overflows where sewage was observed running to surface waters, or there was obvious indication (e.g. sewage residue) that sewage flowed to surface waters.
- An indication if the sewage overflow had not reached surface waters. Guidance in characterizing these overflows should include:
  - Sewage overflows to covered storm drains (with no public access) where personnel verify, by inspection, that the entire volume is contained in a sump or impoundment, and where complete clean-up occurs leaving no residue.

## Exhibit A

- Preplanned or emergency maintenance jobs involving bypass pumping if access by the public to a bypass channel is restricted and subsequent complete clean-up occurs leaving no residue (Any preplanned bypass under these circumstances will not be considered an overflow.) ; and
- Overflows where observation or on-site evidence clearly indicates all sewage was retained on land and did not reach surface water, and where complete cleanup occurs leaving no residue.
- Determination of the start time of the sewer overflow by one of the following methods:
  - Date and time information received and/or reported to have begun and later substantiated by a sewer investigator or response crew.
  - Visual observation; or
  - Pump station and lift station flow charts and other recorded data.
- Determination of the stop time of the sewer overflow by one of the following methods:
  - When the blockage is cleared or flow is controlled or contained; or
  - The arrival time of the sewer investigator or response crew, if the overflow stopped between the time it was reported and the time of arrival.
  - Visual observations
- An estimation of the rate of sewer overflow in gallons per minute (gpm) by one of the following criteria:
  - Direct observations of the overflow; or
  - Measurement of actual overflow from the sewer main.
  - A reference sheet on the following page contains several tools to aid sewer investigators in estimating the rate of sewer overflow.
- Determination of the volume of the sewer overflow:
  - When the rate of overflow is known, multiply the duration of the overflow by the overflow rate; or
  - When the rate of overflow is not known, investigate the surrounding area for evidence of ponding or other indications of overflow volume.
  - Photographs of the event, when possible.

**Operator Sewage Spill Report**

<p style="text-align: center;"><b><u>Caller Summary</u></b></p> <p><b>SSO Address:</b> _____  <b>Cross Street:</b> _____          Caller Name: _____          Caller Contact #: _____          Date of Initial Call: _____          Time of Initial Call: _____ am pm          Desc. Of Complaint _____</p> <p>Est. Time SSO Began: _____ am pm</p> <p style="text-align: center;"><b><u>Work Summary</u></b></p> <p>Rec'vd by Crew (DATE/TIME): _____ am pm          Arrival Time: _____ am pm          Time SSO Ended: _____ am pm          Time Clean-up Finished: _____ am pm          Employees: _____          Vehicles: _____          Materials _____</p>	<p><b>Condition Encountered (Describe...):</b></p> <p>• <b>Actions Taken:</b></p> <hr/> <ul style="list-style-type: none"> <li>• Contained All of Spill? <span style="float: right;">Y N</span></li> <li>• Contained Portion of Spill? <span style="float: right;">Y N</span></li> <li>• Restored Flow? <span style="float: right;">Y N</span></li> <li>• Returned All or Portion to Sewer System? <span style="float: right;">Y N</span></li> <li>• Site Cleaned-Up? <span style="float: right;">Y N</span></li> <li>• Site Disinfected? <span style="float: right;">Y N</span></li> <li>• Health Warnings Posted? <span style="float: right;">Y N</span></li> <li>• Barricades Placed? <span style="float: right;">Y N</span></li> <li>• Photos Taken? <span style="float: right;">Y N</span></li> </ul> <p>(REQUIRED)</p>														
<p style="text-align: center;"><b><u>SSO Details</u></b></p> <ul style="list-style-type: none"> <li>• SSO Duration (hrs/min): _____</li> <li>• Est. SSO Volume (gal): _____</li> <li>• Est. Vol. Recovered (gal): _____</li> <li>• Est. Vol. Not Recovered(gal): _____</li> <li>• Est. Rate (gal/min) _____</li> <li>• Feet                Cleaned:           main           lateral</li> <li>• Rain:    Y    N    If yes, Size of Rain Event _____</li> <li>• Property Type?       Public       Private</li> <li>• Property Damage?    Yes       No</li> <li>• <b>Spill Appearance Point:</b>                Inside Bldg/Struc (location) _____                Cleanout on lateral                Lat type:   Proper c-o   Imp c-o   No c-o                Lat loc:    Front       Back     Side                Manhole               MH#               —                Lampost Cleanout    LP# _____                Other: _____</li> <li>• Problem found in:       Lateral       Mainline                UPSMH# _____ DWNMH# _____</li> <li>• DIA of Pipe _____" Pipe Material: _____</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Problem (circle):</b> Blockage, Bypass, Capacity-Deficiency, Inflow &amp;/or Infiltration, Natural Disaster, Power Failure, Unknown Cause, Other _____</li> <li>• <b>(If Blockage) Blockage From (Circle):</b> Animal Carcass, Construction Debris, Debris, Detergent, Grease, Roots, Solids, Other _____</li> <li>• <b>Final Destination (circle):</b> Bubble-up Storm Drain, Storm Drain System, Inside Bldg/Structure, Unpaved Surface, Street/Curb/Gutter, Surface Water Impact, Other _____</li> </ul> <p><i>If Storm Drain System – Was stormpipe plugged downstream and vacuumed? Y N N/A</i></p> <ul style="list-style-type: none"> <li>• <b>Reach State Water?</b>    Y    N    Unknown</li> <li>• Est. Vol. Reached State Water: _____ gal</li> <li>• Name of Impacted Water: _____</li> <li>• <b>Samples Collected:</b>    Y    N</li> </ul>														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:14%; text-align: center;"><b>Agencies Notified</b> <i>(please Circle)</i></td> <td style="width:14%; text-align: center;"><b>County Health</b> 675-7823</td> <td style="width:14%; text-align: center;"><b>Office of Emer. Srvcs.</b> (800)852-7500</td> <td style="width:14%; text-align: center;"><b>Fish &amp; Game</b> 232-3761</td> <td style="width:14%; text-align: center;"><b>Regional WQCB</b> 445-5116</td> <td style="width:14%; text-align: center;"><b>Sewer Leadworker</b> 232-8767</td> <td style="width:14%; text-align: center;"><b>Manager</b> 232-3127</td> </tr> <tr> <td style="text-align: center;"><b>Date/Time Called</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	<b>Agencies Notified</b> <i>(please Circle)</i>	<b>County Health</b> 675-7823	<b>Office of Emer. Srvcs.</b> (800)852-7500	<b>Fish &amp; Game</b> 232-3761	<b>Regional WQCB</b> 445-5116	<b>Sewer Leadworker</b> 232-8767	<b>Manager</b> 232-3127	<b>Date/Time Called</b>							
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<b>Date/Time Called</b>															



#### 6.4.14 Failure Analysis Investigation

The objective of the failure analysis investigation is to determine the “root cause” of the SSO and to identify corrective action(s) needed that will reduce or eliminate future potential for the SSO to recur. The investigation should include reviewing all relevant data to determine appropriate corrective action(s) for the pump station or line segment or other collection system facilities. The investigation should include:

- Reviewing past maintenance records;
- Reviewing operations and monitoring activities before, during and after the spill event;
- Reviewing available photographs;
- Conducting a closed circuit television (CCTV) inspection to determine the condition of the line segment immediately following the SSO and reviewing the video and logs (does not apply to pump station spills); and

- Interviewing staff who responded to the spill.
- The product of the failure analysis investigation should be the determination of the root cause.

#### **6.4.15 Post Spill Event Debriefing**

Every SSO event is an opportunity to thoroughly evaluate the response and reporting procedures. Each overflow event is unique with its own elements and challenges including volume, cause, location, terrain, and other parameters. As soon as possible after major SSO events, all of the participants, from the person who received the call to the last person to leave the site, should meet to review the procedures used. They must discuss what worked and where improvements could be made in responding to and mitigating future SSO events. The results of the debriefing should be recorded and tracked to ensure the action items are completed.

### **6.5 SSO RESPONSE TRAINING**

All City personnel who may have a role in responding to, reporting, and/or mitigating a sanitary sewer overflow will receive training on the contents of the City's Overflow Emergency Response Plan. New employees will receive training before they are placed in a position where they may have to respond. Current employees will receive annual refresher training on this plan and the overflow emergency response procedures.

Records will be kept of all training that is provided in support of the City's Overflow Emergency Response Plan. The records for all scheduled training courses and for each overflow emergency response training event will include date, time, place, content, name of trainer, and names of attendees.

#### **6.5.1 Customer Satisfaction**

The Operations Manager should follow-up in person or by telephone with the citizen(s) reporting the overflow to express appreciation for the notification. They should confirm that the issue has been resolved, all cleaning has been completed, and all activities are documented and reported to required authorities

#### **6.5.2 SSO Reporting Procedures/ Regulatory Notification**

Timely reporting of spills to appropriate regulatory agencies is a crucial aspect of the sewer overflow response procedure. Reporting procedures are dependent upon the spilled quantity, the destination of the spilled sewage, and the source of the problem as described.

### 6.5.3 Category 1 SSO

#### Definition

Category 1 SSO is defined as all discharges of sewage resulting from a failure in the Enrollees (City of Madera) sanitary sewer system that:

- Equal or exceed 1000 gallons; or
- Result in a discharge to a drainage channel and/or surface water; or
- Discharge to a storm drain pipe that was not fully captured and returned to the sanitary sewer system.

#### Notification Requirement:

For Category 1 SSO, which resulted in a discharge to a drainage channel for a surface water or discharged to a storm drain pipe that was not fully captured and returned to the sanitary sewer system, the following notification requirements must be completed:

##### *Within 2-Hours*

For any discharge of sewage that results in a discharge to a drainage channel or a surface water, the discharger shall, as soon as possible, but no later than two (2)-hours after becoming aware of the discharge, notify the:

- State Office of Emergency Services (O.E.S.) (1-800-852-7550); and
- Local Health Officer (Madera County Environmental Health) (1 559-675-7823); and
- Regional Water Quality Control Board (RWQCB) (1-559-445-5116) or (445-5035)
- California Department of Fish & Game (river/canals) (1-559-222- 3761)

##### *Within 24-Hours*

As soon as possible, but no later than twenty-four (24) hours after becoming aware of a discharge to a drainage channel or a surface water, the Discharger shall submit to the appropriate Regional Water Quality Control Board a certification that the State Office of Emergency Services and the Local Health Officer (Madera County Environmental Health) must have been notified of the discharge.

#### Notification Requirement:

For Category 1 SSO, which did not result in a discharge to a drainage channel or a surface water and/or discharge to a storm drain pipe (fully captured and returned to the sanitary sewer system).

Must be reported as soon as:

- Enrollee has knowledge of discharge;

- Reporting is possible; and
- Reporting can be provided without substantially impeding clean-up or other emergency measures.

**Online Reporting:**

***Within 3-Days***

Initial reporting of Category 1 SSOs must be reported to the Online SSO System as soon as possible, but no later than 3 business days after the Enrollee is made aware of the SSO.

***Within 15-Days***

A final certified report must be completed, through the Online SSO System, within 15 calendar days of the conclusion of SSO response and remediation. Additional information may be added to the certified report in the form of an attachment at any time.

**6.5.4 Category 2 SSO**

**Definition**

Category 2 SSO is defined as all other discharges of sewage resulting from a failure in the Enrollees (City of Madera) sanitary sewer system.

**Notification Requirement**

Notification must occur within 30-Days after the end of the calendar month.

**Online Reporting:**

All SSOs that meet the above criteria for Category 2 SSOs must be reported to the Online SSO Database within 30 days after the end of the calendar month in which the SSO occurs (e.g. all SSOs occurring in the month of January must be entered into the database by March 1<sup>st</sup>). In such event, the Enrollee must also enter all required (Mandatory Information) information into the Online SSO Database as soon as practical.

**6.5.5 Private Lateral Sewage Discharges**

**Definition**

Sewage discharges that are caused by blockages or other problems within a privately owned lateral.

**Notification Requirement**

Notification is based upon the Enrollee's discretion.

### **Online Reporting:**

All sewage discharges that meet the above criteria for Private Lateral sewage discharges may be reported to the Online SSO Database based upon the Enrollee's discretion. If a Private Lateral sewage discharge is recorded in the SSO Database, the Enrollee must identify the sewage discharge as occurring and caused by a private lateral, and a responsible party (other than Enrollee) should be identified, if known. In such event, the Enrollee must also enter all required (Mandatory) information into the Online SSO Database as soon as practical.

#### **6.5.6 No SSOs**

##### **Definition**

There are no SSOs during calendar month.

##### **Notification Requirement**

Notification must occur within 30-Days after the end of the calendar month.

##### **Online Reporting:**

If there are no SSOs during calendar month, the Enrollee will provide within 30 days after the end of each calendar month, a statement through the Online SSO Database certifying that there were no SSOs for the designated month. In event that the SSO Database is not available, the Enrollee must fax all required information to the appropriate Regional Water Board office in accordance with the time schedule identified above. In such event, the Enrollee must also enter all required (Mandatory) information into the Online SSO Database as soon as practical.

#### **6.5.7 Mandatory Information for SSO Online Reporting**

At a minimum, the following mandatory information must be included prior to finalizing and certifying an SSO report for each category of SSO.

##### **Category 2 SSOs:**

- Location of SSO by entering GPS coordinates;
- Applicable Regional Water Board (Region 5);
- County where SSO occurred;
- Whether or not the SSO entered a drainage channel and/or surface water;
- Whether or not the SSO was discharged to a storm drain pipe that was not fully captured and returned to the sanitary sewer system;
- Estimated SSO volume in gallons;
- SSO source (manhole, cleanout, etc.);
- SSO cause (mainline blockage, roots, etc.);

- Time of SSO notification of discovery;
- Estimated operator arrival time;
- SSO destination;
- Estimated SSO end time;
- SSO Certification. Upon SSO Certification, the SSO Database will issue a Final SSO Identification (ID) Number

**Private Lateral Sewage Discharges:**

- All information listed above (if applicable and known), as well as;
- Identification of sewage discharge as a private lateral sewage discharge; and
- Responsible party contact information (if known).

**Category 1 SSO's**

- All information listed for Category 2 SSOs, as well as;
- Estimated SSO volume that reached surface water, drainage channel, or not recovered from a storm drain;
- Estimated SSO amount recovered;
- Response and corrective action taken;
- If samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA must be selected;
- Parameters that samples were analyzed for (if applicable);
- Identification of whether or not health warnings were posted;
- Beaches impacted (if applicable). If no beach was impacted, NA must be selected;
- Whether or not there is an ongoing investigation;
- Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
- OES control number (if applicable);
- Date OES was called (if applicable);
- Time OES was called (if applicable);
- Identification of whether or not County Health Officers were called;
- Date County Health Officer was called (if applicable; and
- Time County Health Officer was called (if applicable).

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## ELEMENT 7- FATS, OIL AND GREASE (FOG) CONTROL PROGRAM

**Requirement:**

*Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification as to why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate;*

- a. An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG.*
- b. A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. The plan may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area.*
- c. The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG.*
- d. Requirements to install grease removal devices, maintenance requirements, BMP requirements, record keeping, and reporting requirements.*
- e. Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance.*
- f. An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and*
- g. Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.*

### 7.1 PUBLIC OUTREACH

The City of Madera produced a brochure entitled “Preventing Sewer Backups.” In addition to other means of reducing backups or blockages, this brochure discusses grease and the role of fats, oils, and grease in causing blockages. This brochure is available at the Public Works Department and from the City’s website (<http://www.cityofmadera.org/>). Additionally, sewer maintenance staff will provide this brochure to residents who are affected by a blockage or backup.

The Public Works Department also conducts seasonal outreach to the public prior to and during the November and December holiday season. Informational flyers are included with the November and December utility bills. There is anecdotal evidence of increased use of cooking oil during these holidays, particularly through the use of turkey fryers.

## 7.2 DISPOSAL OF FOG

FOG discharge to the sewer is prohibited. Users are required to properly dispose of pretreatment wastes (brown grease) and cooking grease (yellow grease). Neither the City nor the County have a registration system for FOG waste haulers. FOG haulers are requested to submit evidence of disposal facility in use. The City of Madera WWTP does not accept trucked or hauled waste at this time.

While the User generally is capable of maintaining an under-counter grease trap in-house, a pumping service must be hired to pump and properly dispose of grease interceptor contents. The User that conducts in-house maintenance of under-counter traps has a dilemma of what to do with the collected brown grease as there are few disposal options available. Disposal of liquid wastes in the trash is unlawful. The source control inspector may suggest that the User hire a rendering service to supply a separate container for the brown grease. A facility may also be able to develop a procedure to dewater small quantities (e.g. daily cleanings) by absorbing liquid with absorbent or towels and dispose with solid waste.

The following policy will be established to deal with verifying disposition of grease wastes.

- Any facility with grease interceptor shall keep receipts of pumping company names and service dates.
- Any facility with grease trap(s) that utilize a service company shall keep records of the company and service dates.
- Facility with grease trap(s) that services in-house must keep record of service dates only, as well as describe and demonstrate PT waste handling procedure.
- Facility with fryer(s) shall keep yellow grease storage container on-site and receipts of rendering company service dates. (There may be other venues for handling the grease, such as transferring it to another restaurant or release to private party for personal use, such as making bio-diesel fuel. Facility must, at minimum, be able to show storage containers and explain yellow grease handling procedure. The inspector may require a facility without a fryer to off haul used cooking grease if poor work practices are identified (e.g. FOG liquid in trash or accumulated in sewer).

## 7.3 LEGAL AUTHORITY

Through City Municipal Code 5-4.03, the City of Madera has legal authority to:

- Limit types of wastes discharged to public sewers.
- Require that no person shall discharge or cause to be discharged any of the following described waters or wastes to the public sewer. (Any water or waste which contains more than 100 parts per million, by weight, of fat, oil or grease).

As well, the Madera County Health Department has adopted codes 13.66.050 and 13.66.60 which require the following:

- Installation of grease interceptors. All food establishments are required to install grease, oil, and sand and grit interceptors for the proper handling of wastes containing grease or oil.
- All interceptors shall be constructed in accordance with the provisions of this section.
- Shall be located as to be readily and easily accessible for cleaning and inspection.
- Maintenance of grease interceptors. All grease, oil, and sand interceptors shall be maintained by the Owner, at his expense, in continuously efficient operation at all times.

## 7.4 GREASE REMOVAL DEVICES

- **Requirements** - Interceptors for grease, oil, and sand shall be required for all food establishments. This requirement is for the protection of the sewage system from liquid wastes containing grease in excessive amounts, such as any flammable wastes, sand, and other harmful ingredients. Such interceptors shall be required at any discharge from all existing and new service stations, restaurants, automotive repair garages, and dry-cleaning establishments. All interceptors shall be of a type and capacity approved by the Madera County Ordinance 13.66.060. They shall be located as to be readily and easily accessible for cleaning and inspection. Interceptors described herein shall not be required for buildings used solely for residential purposes.
- **Construction & Maintenance of Interceptors**
  - Grease and oil interceptors shall be constructed and sized per Madera County Standards and the latest edition of the California Plumbing code adopted by the city.
  - Grease interceptors shall be constructed in accordance with a design approved by MCC 13.66.060 and shall have a minimum of two compartments with fittings designed for the retention of grease.
  - The owner or operator of the facility shall install grease interceptors at a location easily accessible for inspection, cleaning and removal of grease. They shall not install or allow them to be installed in any part of a building where food is handled. Owners or operators shall obtain the prior written approval for the location of grease interceptors from the City's Building Department and Environmental Health Services.

- The owner or operator of a facility shall ensure regular maintenance and removal of accumulated grease as well as other contents necessary to maintain the minimum capacity or volume of the grease interceptor.
  - The owner or operator of a facility shall inspect the grease interceptor at least once each month or more frequently if ordered to do so by enforcement official when maintenance and repair of the grease interceptor is unsatisfactory.
  - The owner or operator of a facility shall ensure that the grease interceptor provides a minimum hydraulic retention time in accordance with the latest edition of the California Plumbing Code adopted by the City. They shall remove all accumulated grease cap and sludge pockets as necessary to allow the grease interceptor to perform at maximum efficiency.
  - The owner or operator of a facility shall keep the grease interceptor free from inorganic-solid materials including, but not limited to, grit, rocks, gravel, sand, eating utensils, cigarettes, shells, rags, and similar things that could settle into the sludge pocket and reduce the effective volume of the grease interceptor.
  - The owner or operator of a facility shall not allow the discharge of sanitary waste through a grease interceptor.
  - The owner or operator of a facility shall provide a manhole having a minimum diameter of twenty-four inches (24") to allow access over each chamber and sanitary tee of a grease interceptor. The manholes shall extend at least to finished grade and shall be designed and maintained to prevent water inflow or infiltration. The manholes shall have covers that can be removed readily for inspection, removal of grease, and sampling of wastewater.
- **Maintenance of Interceptors**
    - When installed, all grease, oil, and sand interceptors shall be maintained by the owner, at his expense, in continually efficient operation at all times.
    - The owner or operator of a facility shall keep a written record of the maintenance, repair and cleaning of grease traps, and grease interceptors for a period of one year. The record must begin on the date a new business is open to the public or, in the case of a modification to the facility which requires a building permit, on the date of final inspection as shown on the building permit.
    - This record shall contain documentation (including, but not limited to, receipts) showing the times, dates, nature of the maintenance, repair and cleaning, quantities of fats, oils and grease removed, and the name, address and phone number of the person or entity cleaning the grease interceptor, grease trap, or alternative pretreatment technology devices.

## **7.5 AUTHORITY TO INSPECT**

The officers, employees, and inspectors of the City of Madera shall have the right to enter upon the premises of any person connected to a public sewer operated by the City, at reasonable hours to inspect and to determine whether this chapter is being violated. The owner, operator, and employees of a facility shall allow enforcement officials access to the facility during the normal business hours of the facility or outside of normal business hours, if acceptable to the facility, for the purpose of sampling wastewater, inspecting the grease interceptors and grease traps, and reviewing the records and documentation.

## **7.6 IDENTIFICATION OF FOG BLOCKAGES**

The City is required to identify locations of FOG blockages and establishing a routine maintenance schedule to avoid SSOs. The City has identified the locations that routinely contain heavy concentrations of FOG, which require routine cleaning of the sewer lines. The City has identified numerous high maintenance spots that are cleaned on a monthly schedule; most of these high maintenance areas are related to FOG. The City intends to maintain its regular maintenance/cleaning schedule since it has been successful at reducing SSOs due to FOG.

## **7.7 CONTROL MEASURES**

As of 2008 the City of Madera has a FOG Control Program in place for use throughout its service area. The City's FOG source control program consists of public outreach and education, and the requirement to install grease removal devices for new businesses that produce grease.

Public Education will consist of including informational flyers with customer billing during the months of November and December due to the potential of high FOG generated by holiday cooking. Additionally, the City will run advertisements during these months for additional outreach.

The City will also inspect and permit food service establishments and require the installation of grease removal devices for all food service establishments.

## ELEMENT 8 – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

### **Requirement:**

*The Enrollee shall prepare and implement a capital improvement plan that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include;*

- a. Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows, (including flows from SSOs that escape the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events.*
- b. Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and*
- c. Capacity Enhancement Measures: The steps needed to establish a short- and long- term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include and implementation schedule and shall identify sources of funding.*
- d. Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a) – (c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.*

### 8.1 EVALUATION

In June 2013, a Citywide *Sanitary Sewer System Master Plan* was completed by Akel Engineering Group. The purpose of the master plan study was to provide the City with a hydraulic evaluation of the collection system and pumping stations. Additionally, the plan includes flow projections, hydraulic modeling, recommendations, and use of the model to identify potential capacity deficiencies in the system. This report is incorporated into this SSMP by reference.

The capacity analysis was based on the use of winter water, the use of data to estimate dry weather base wastewater flows for existing development, and I/I rates determined based on the flow monitoring. The flow data covered a period from 2006 to 2011. From this data, monthly, daily, peak daily flows, and peak hourly flows (if available), were determined as summarized in [Table 8-1](#).

Table 8-1 Historical WWTP Flows

Year	Average Annual Flow		Seasonal Average		Maximum Month		Maximum Day	
	AAF	Percent Change	ADWF	AWWF	MMDWF	MMWWF	MDDWF	MDWWF
<b>Historical Flows</b>								
	(MGD)		(MGD)	(MGD)	(MGD)	(MGD)	(MGD)	(MGD)
2006	5.05		5.10	5.03	5.12	5.09	6.18	8.23
2007	5.51	8.3%	5.58	5.48	5.93	6.05	6.40	6.80
2008	5.82	5.3%	5.87	5.75	6.02	5.80	6.32	6.51
2009	5.72	-1.7%	5.82	5.68	5.86	5.79	6.19	6.62
2010	5.68	-0.7%	5.70	5.67	5.79	5.74	6.42	6.57
2011	5.58	-1.8%	5.28	5.22	5.40	5.31	6.19	6.99
2012	5.41	-3.1%	5.45	5.39	5.57	5.48	6.39	7.21
2013	5.24	-3.2%	5.28	5.22	5.40	5.31	6.19	6.99
2014	5.08	-3.3%	5.11	5.05	5.24	5.11	5.57	5.61
2015	4.88	-4.1%	4.88	4.88	4.96	4.91	6.34	6.14
2016	4.84	-0.8%	4.86	4.82	4.98	4.88	5.85	6.22
2017	4.87	0.6%	4.93	4.84	5.02	4.95	5.57	6.72
2018	4.84	-0.5%	4.88	4.82	5.01	4.96	5.59	7.91
<b>Historical Peaking Factors (applied to AAF)</b>								
2006	1.00		1.01	1.00	1.01	1.01	1.22	1.63
2007	1.00		1.01	0.99	1.08	1.10	1.16	1.23
2008	1.00		1.01	0.99	1.03	1.00	1.09	1.12
2009	1.00		1.02	0.99	1.02	1.01	1.08	1.16
2010	1.00		1.00	1.00	1.02	1.01	1.13	1.16
2011	1.00		0.95	0.94	0.97	0.95	1.11	1.25
2012	1.00		1.01	1.00	1.03	1.01	1.18	1.33
2013	1.00		1.01	1.00	1.03	1.01	1.18	1.33
2014	1.00		1.01	1.00	1.03	1.01	1.10	1.11
2015	1.00		1.00	1.00	1.02	1.01	1.30	1.26
2016	1.00		1.00	1.00	1.03	1.01	1.21	1.29
2017	1.00		1.01	0.99	1.03	1.02	1.14	1.38
2018	1.00		1.01	0.99	1.04	1.02	1.15	1.63

In general, the hydraulic model indicated that the sanitary sewer system exhibited acceptable performance to service the existing customers during peak dry weather flows and during peak wet weather flows. However, several trunk reaches approach the maximum allowable criteria of a d/D Ratio of 0.92 during peak dry weather flows (**Figure 8-1**) and of 3 feet below the manhole rim during peak wet weather flows (**Figure 8-2**).

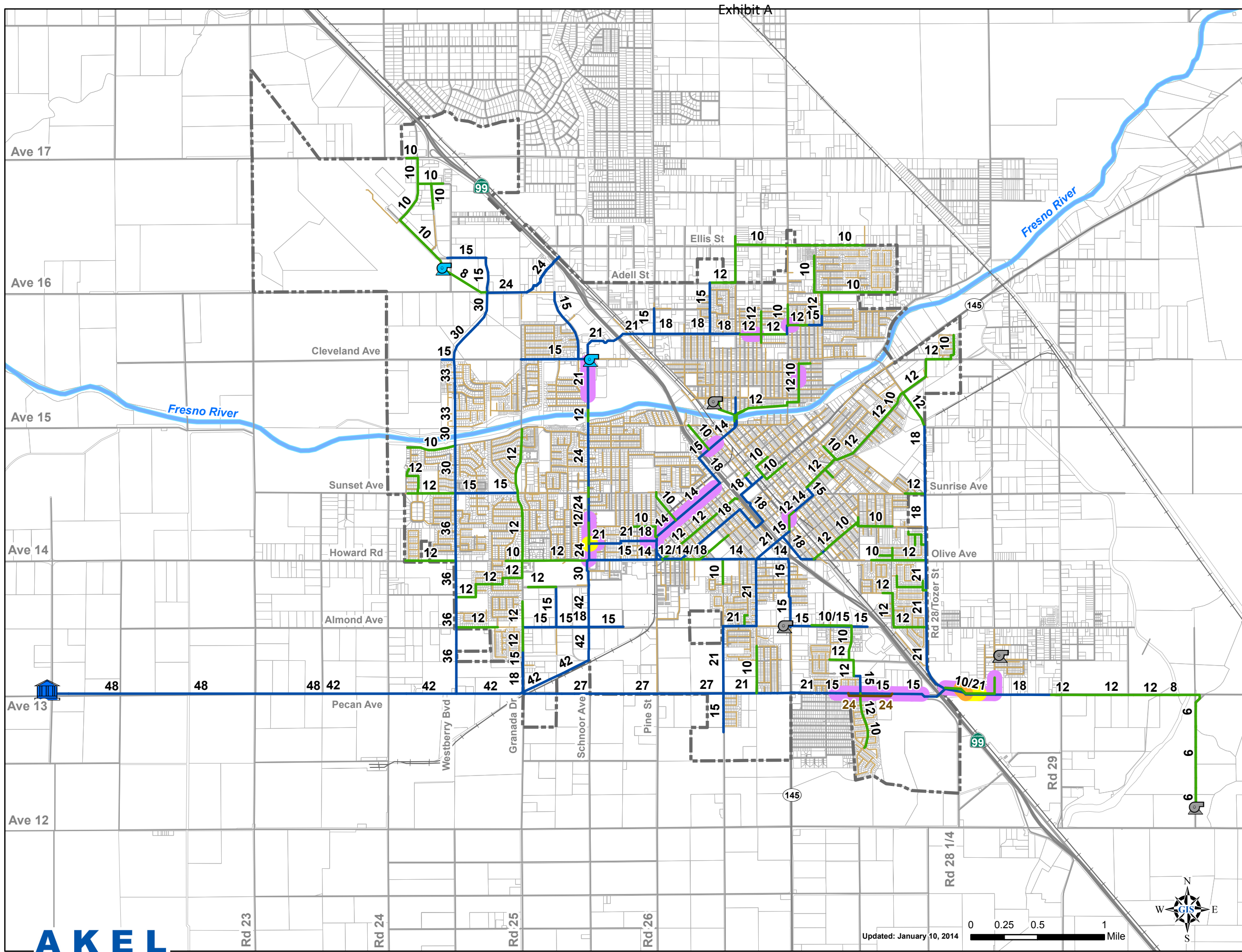
In addition to the sewer pipelines, the City's sewer system also includes several lift stations, whose function is to pump or "lift", the flow from low-lying areas of the system. Field evaluations of the two major lift stations, Fairgrounds and South Street, were also conducted for this study in order to identify any needed improvements to these facilities. The overall sewer system evaluation also included discussions with City sewer division operations staff to identify any areas of the sewer system with operational or maintenance problems. The existing sewer trunks are identified on **Figure 8-3**.

The existing and future design flows were input to the hydraulic model to determine the capacity requirements of the sewer system and identify any deficiencies in the existing system. The results of the modeling indicate the following:

- The existing Avenue 13 trunk sewer between Road 25 and Highway 99 will not have sufficient capacity to convey future flows from the eastern and southern portions of the planning area, including the MSCCC Specific Plan area. In the future, a new trunk sewer will be required in order to allow development to continue in those areas. Currently, portions of this sewer trunk are being installed as conditions of approval for projects that discharge flows to the trunk.
- The existing trunk sewers in Schnoor Avenue and Sherwood Way (including the Fairgrounds Lift Station) that serve the northern portion of the City, have only limited capacity to serve additional development to the north. In the future, a new trunk sewer will be required to serve development north of Adell Street. Portion of the trunk main in Ellis Street from Road 26 to Highway 99 were installed to support the recently completed high school.
- Extensions of the Road 28 and Road 24-1/2 interceptors, and new trunk sewers to the east and the west, will be required to serve future growth in these areas. By full buildout, capacity relief for the Avenue 13 interceptor to the WWTP may also be required.
- A few sewers in the older central portion of the system may have insufficient capacity to convey extreme peak flows, particularly during wet weather periods. These include sewers in West Fourth Street and Ninth Street.

## 8.2 DESIGN CRITERIA

Design criteria of sewer facilities are required to ensure that the system has adequate capacity to handle projected flows and will operate without problems under all anticipated flow conditions. The design criteria presented below have been adopted for the SSMP. The criteria apply to all sewer facilities, including small diameter collection mains as well as the trunk

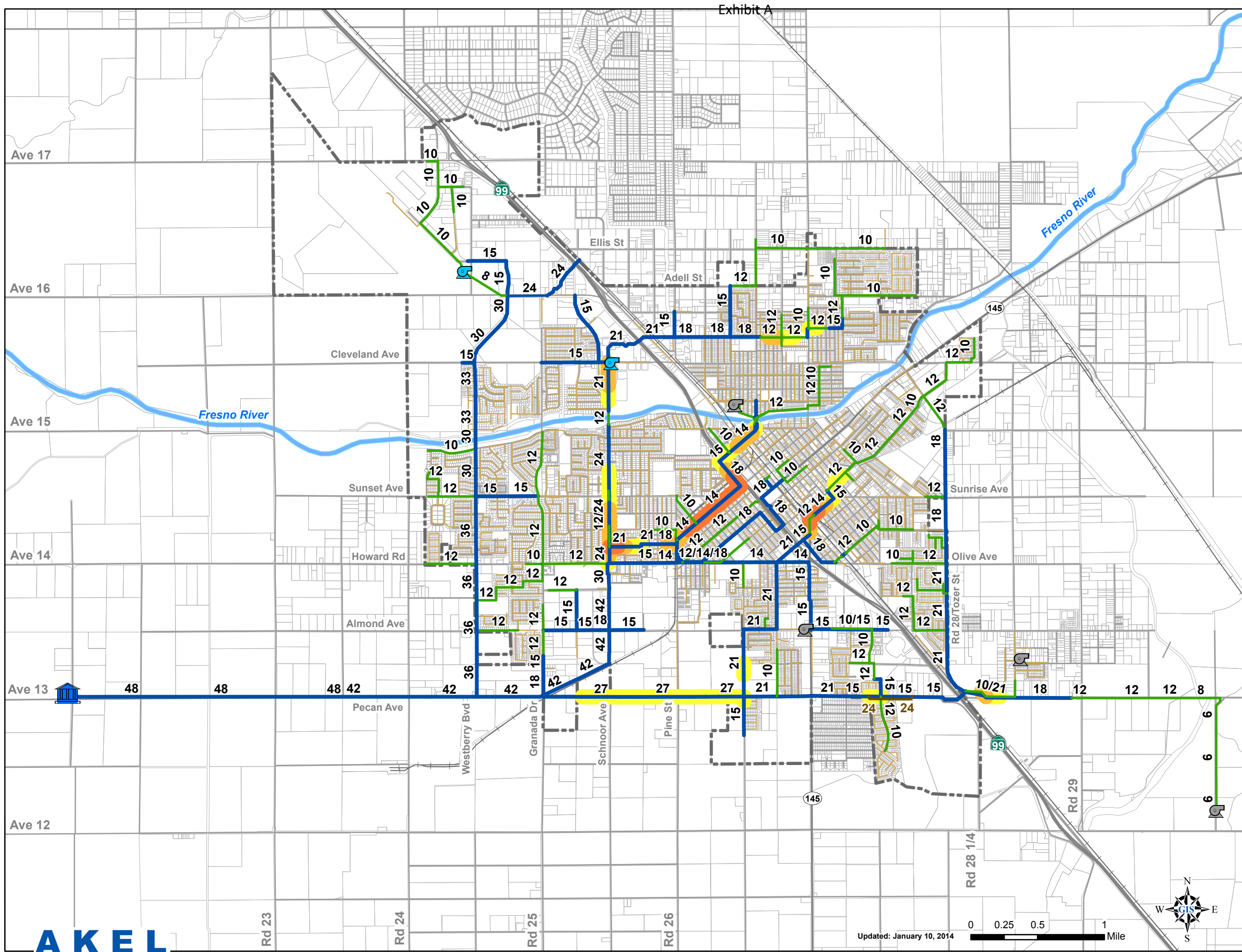


- ### Legend
- Analysis Results**
- Manholes**
- HGL within 3 ft of Ground Elevation
- Pipe d/D**
- Orange:  $d/D \geq 0.9$
  - Yellow:  $d/D \geq 0.75$
  - Purple:  $d/D \geq 0.6$
- Existing**
- 🏠 WWTP
  - 🔧 Modeled Lift Stations
  - ⚙️ Non-Modeled Lift Stations
- Modeled Pipes by Size**
- Green: 12" and Smaller
  - Blue: 14" and Larger
  - Brown: Existing Pipe Not In Use
  - Light Brown: Non-Modeled Pipes
  - Grey: Roads
  - Black: Highways
  - Black with cross-ticks: Railroads
  - White: Parcels
  - Dashed line: City Limits
  - Blue wavy line: Fresno River

**Note:** Figure extracted from City of Madera 2014 Sanitary Sewer System Master Plan

**Figure 8.1**  
**Existing System**  
**Analysis for PDWF**  
 Sewer System Management Plan  
 City of Madera



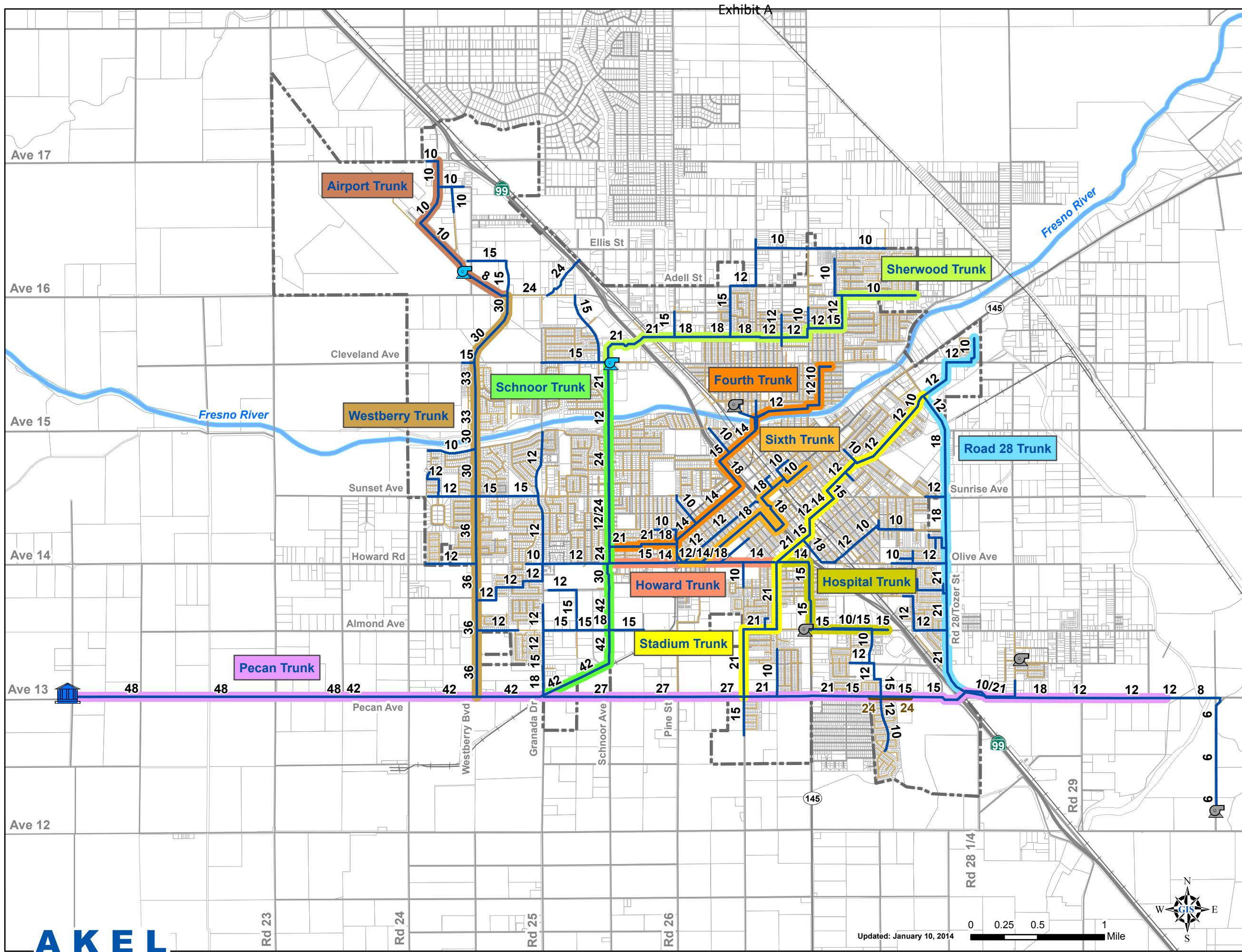


- ### Legend
- #### Analysis Results
- Manholes**
- HGL within 3 ft of Ground Elevation
- Pipe d/D**
- Orange:  $d/D \geq 1.0$
  - Yellow:  $d/D \geq 0.9$
  - Light Yellow:  $d/D \geq 0.75$
- Existing**
- Blue building icon: WWTP
  - Blue circle icon: Modeled Lift Stations
  - Grey circle icon: Non-Modeled Lift Stations
- Modeled Pipes by Size**
- Green line: 12" and Smaller
  - Blue line: 14" and Larger
  - Brown line: Existing Pipe Not In Use
  - Light brown line: Non-Modeled Pipes
  - Grey line: Roads
  - Thick grey line: Highways
  - Thin grey line: Railroads
  - Thin grey line: Parcels
  - Dashed line: City Limits
  - Blue wavy line: Fresno River

**Note:** Figure extracted from City of Madera 2014 Sanitary Sewer System Master Plan

**Figure 8.2**  
**Existing System**  
**Analysis for PWWF**  
 Sewer System Management Plan  
 City of Madera





- ### Legend
- Existing**
- WWTP
  - Modeled Lift Stations
  - Non-Modeled Lift Stations
  - Modeled Pipes
  - Existing Pipe Not In Use
  - Non-Modeled Pipes
- Trunks By Basins**
- Pecan Basin
- Pecan
- Road 28 Basin
- Road 28
- Schnoor Basin
- Schnoor
  - Sherwood
- Fourth Street Basin
- Fourth
  - Sixth
  - Howard
- Stadium Basin
- Stadium
  - Hospital
- Westberry Basin
- Westberry
  - Airport
- Roads
  - Railroads
  - City Limits

**Note:** Figure extracted from City of Madera 2014 Sanitary Sewer System Master Plan

**Figure 8.3**  
**Existing Trunk System**  
 Sewer System Management Plan  
 City of Madera



sewers addressed in this Master Plan report. These criteria were proposed during the initial phases of the study, and reflect input received from Madera developers and local engineers.

**Gravity Sewers** - Gravity sewer design is typically based on the Continuity equation and the Manning equation for steady-state flow:

- Continuity Equation:  $Q = VA$

Where:  $Q$  = peak flow, in cubic feet per second (cfs)

$V$  = velocity, in feet per second (fps)

$A$  = cross sectional area of pipe, in square feet (sq. ft)

- Manning Equation:  $V = (1.486 R^{2/3} S^{1/2})/n$

Where:  $V$  = velocity, fps

$n$  = Manning's roughness coefficient

$R$  = hydraulic radius (area divided by wetted perimeter), ft

$S$  = slope of pipe, in feet per foot

**Pipe Capacity** – Pipe capacity design is typically based on the St. Venant equation, which is a set of two equations, a continuity equation and a dynamic equation. They are used to analyze dynamic flows within a system.

- Continuity Equation:

Where:  $t$  = time

$x$  = distance along the longitudinal direction of the channel

$Q$  = discharge flow

$A$  = flow cross-sectional area perpendicular to the  $x$  directional axis

- Dynamic Equation:

Where:  $t$  = time

$x$  = distance along the longitudinal direction of the channel  $Q$  = discharge flow

$A$  = flow cross-sectional area perpendicular to the  $x$  directional axis

$Y$  = flow depth measured from the channel bottom and normal to the  $x$  directional axis

$S_f$  = friction slope

$S_o$  = channel slope

$\beta$  = momentum

$g$  = gravitational acceleration

**Manning Coefficient (n)** - The Manning coefficient 'n' is a friction coefficient that varies with respect to pipe material, size of pipe, depth of flow, smoothness of joints, root intrusion, and other factors. For sewer pipes, 'n' normally ranges between 0.011 and 0.017, with 0.013 being a representative value used by most cities and sewerage agencies for sewer system planning and design. Although lower 'n' values may be applicable to some commonly used sewer pipe materials, such as PVC pipe, an 'n' value of 0.013 is recommended for master planning of trunk and interceptor sewers to reflect the higher friction factors that may be expected as the service age of the pipes increase in the future.

**Flow Depth Criteria (d/D)** - When designing sewer pipelines, it is common practice to adopt variable flow depth criteria based on pipe size. These criteria are expressed as maximum depth-of-flow-to-pipe-diameter (d/D) ratios. Design d/D ratios typically range from 0.5 to 1.0, with the lower values normally used for smaller pipes which may experience flow peaks greater than planned or may experience blockages from grease, roots, or debris.

**Sizing** - For sizing of future sewers under peak dry weather flow (PDWF) conditions, a design d/D ratio of 0.5 is recommended for pipe sizes less than 12 inches in diameter, 0.75 for 12-inch through 18-inch diameter pipes, and 0.9 for pipe sizes 21 inches and larger. A design d/D ratio of 0.9 for all diameters is recommended for peak wet weather flow (PWWF) conditions for existing sewers.

**Minimum Slopes and Velocities** - In order to minimize the settlement of sewage solids, it is standard practice in the design of gravity sewers to specify that a minimum velocity of 2 feet per second (fps) be maintained when the pipeline is flowing half-full. (Due to hydraulics of a circular conduit, velocity of half-full flow approaches the velocity of nearly full flow in pipes.) At this velocity, the sewer flow will typically provide self-cleaning for the pipe. For large diameter pipes (greater than about 24 inches), flow velocities of up to 3 fps or higher may be required to ensure self-cleaning.

**Table 8-2** on the following page lists the recommended minimum slopes for maintaining self-cleaning full flow velocities based on a Manning 'n' of 0.013. Also shown are the calculated minimum slopes based on a Manning 'n' of 0.011, which may be used for PVC pipe. It should be noted that slopes greater than minimum are desirable if they are compatible with existing topography, and that flatter slopes may be acceptable based on review of specific site conditions and approval by the City Engineer. However, flatter slopes may result in increased cleaning requirements, particularly in the early service years of a sewer when actual flows may be substantially lower than design flows.

**Minimum Pipe Diameter** - The minimum pipe size recommended for gravity sewer mains is 8 inches. However, 6-inch diameter sewers may be acceptable on a site-specific basis for terminal sewers serving no more than 20 dwelling units.

**Table 8-2 Minimum Pipeline Slopes**

Pipeline Diameter (in)	Minimum Slope (ft/ft)
8	0.0034
10	0.0025
12	0.0022
15	0.0015
18	0.0012
21	0.0010
24	0.0008
27	0.0008
30	0.0008
33	0.0008
36	0.0008
42	0.0008
48	0.0007

**Allowable Pipe Materials** - Acceptable pipe materials for gravity sewers include vitrified clay pipe (VCP) and polyvinyl chloride pipe (PVC) for sewers 27 inches in diameter and smaller, and VCP, PVC, or reinforced concrete pipe (RCP) for larger diameter sewers. RCP sewers should be designed in accordance with industry standards to provide adequate protection against hydrogen sulfide corrosion over the useful life of the pipe. PVC sewers greater than 15 inches in diameter should conform to ASTM Standard F679.

**Sewer Depth** - Recommended minimum cover for sewer pipelines is 4 feet. This depth provides for adequate slope on building laterals, and allows sufficient clearance for water services to cross over sewer mains and for sewer laterals to cross under water mains. Sewer depths of less than 4 feet to the crown of the pipe may be acceptable in some cases if approved by the City Engineer. For pipes with less than 4 feet of cover, or for very deep sewers, higher strength pipe materials such as ductile iron and/or a concrete encasement or cap should be used. Note also that upstream sewers should not necessarily be installed at minimum cover if sufficient downstream slope is available to allow a greater upstream depth, as this may prevent connection of further upstream areas in the future.

**Manholes** - Manholes allow access to sewers for cleaning and inspection. As such, they should be located at close enough intervals to allow for the effective use of sewer cleaning and TV inspection equipment. Maximum spacing of 400 feet for straight sewer reaches for 8- through 27-inch sewers is recommended. Manholes should also be placed at all sewer pipe junctions and at changes in vertical or horizontal alignment. Manhole spacing of up to 600 feet may be acceptable for 30- inch and larger sewers if approved by the City Engineer. Recommended manhole sizes are 48-inch diameter for sewers up to 30 inches in diameter, and 60-inch diameter for sewers larger than 30 inches.

**Changes in Pipe Size** - When a smaller sewer joins a large one, the invert of the larger sewer should be lowered sufficiently to maintain the same energy gradient. An approximate method for securing these results is to place the 0.8 depth point of both sewers at the same elevation. For master planning purposes, it can generally be assumed that sewer crowns must be matched at the manholes.

**Lift Stations and Force Mains** - Lift stations should be sized to provide pumping capacity to convey the design peak flow with one standby pump having a capacity equal to the largest operating unit. Pumping capacity with the largest unit out of service is termed “firm” or “reliable” pumping capacity. The Hazen-Williams formula is commonly used for the design of force mains. The velocity form of the equation is:

$$V = 1.32 C R^{0.63} S^{0.54}$$

Where:

- V = mean velocity, fps
- C = roughness coefficient
- R = hydraulic radius
- S = slope of the energy grade line, ft/ft

The value of the Hazen-Williams ‘C’ factor varies with the type of pipe material and is influenced by the type of construction and age of the pipe. A ‘C’ value of 120 is recommended for master planning.

For the design of force mains, the minimum and maximum recommended velocities are 2 and 6.5 fps, respectively. For evaluating the adequacy of existing force mains, however, a maximum velocity of 8 fps is considered acceptable.

### 8.3 CAPACITY ENHANCEMENT MEASURES & SCHEDULE

The City of Madera’s Sanitary Sewer Master Plan contains each project identified as necessary to increase the capacity of portions of the system. The proposed sewer system improvement projects define the recommended Sewer System Master Plan capital improvement program. The CIP is grouped into a suggested expenditure budget and summarized in [Table 8-3](#). The table

shows the estimated capital costs for various pipelines and pump stations phased by 5-year fiscal periods through the year 2050. The estimated costs are considered to be “order of magnitude” estimates with an expected accuracy range of +50 to -30 percent. Final project costs will be based on the actual project scope, market conditions at the time of project construction, and the need for and results of additional pipeline alignment studies, including detailed topographic, utility, and geotechnical investigations.

Project priorities and proposed construction stages have been developed for the recommended CIP based on the relative severity of existing and projected system deficiencies and the anticipated timing of future development in various parts of the planning area. City staff provided input into the prioritization and staging of the projects. It must be emphasized that the schedule for project construction is approximate and will ultimately be dictated by the actual location and rate of new development as it occurs. City staff recently completed the Sherwood Land sewer pipeline upgrade as recommended in the Sewer System Master Plan.

**Table 8-3 Suggested Expenditure Budget**

Project Type	Suggested Expenditure Budget <sup>1</sup>							
	General Plan Horizon				Beyond General Plan Horizon <sup>2,3</sup>			
	Near-Term	Intermediate Turn	Long Term		Extended Range			
	FY 2013-2015	FY 2016-2020	FY 2021-2025	FY 2026-2030	FY 3031-3035	FY 2036-2040	FY 2041-2045	FY 2046-2050
Pipelines	\$2,504,688	\$18,235,285	\$8,089,383	\$13,768,976	\$10,080,183	\$11,083,763	\$8,431,569	\$10,927,574
Lift Stations	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,712,500
Total	\$2,954,688	\$18,235,285	\$8,089,383	\$13,768,976	\$10,080,183	\$11,083,763	\$8,431,569	\$12,640,074
Cumulative Total	\$2,954,688	\$21,189,973	\$29,279,356	\$43,048,332	\$53,128,515	\$64,212,278	\$72,643,847	\$85,283,921

Notes:

1. This expenditure budget is suggested, and is dependent on the City's rate of growth. The City is not bound by this budget and may implement projects as funding is available.
2. Phasing on this table is based on the extended horizon of available land use within the Planning area.
3. The extended horizon is based on expected population growth and available residential land uses within the Planning area.

## ELEMENT 9 - MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS

### **Requirement:**

*The Enrollee shall:*

- a. Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities.*
- b. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP.*
- c. Assess the success of the preventive maintenance program.*
- d. Update program elements, as appropriate, based on monitoring or performance evaluations; and*
- e. Identify and illustrate SSO trends, including: frequency, location, and volume.*

### 9.1 MAINTAINING OF INFORMATION

The City of Madera maintains complaint and blockage records in a hardcopy and spreadsheet format, maintains hard copy logs of cleaning and other preventive maintenance activities, and records problems (e.g., excessive debris, observed manhole defects) identified through regular sewer maintenance activities.

### 9.2 MONITORING AND IMPLEMENTATION

The City is currently developing the sewer inventory, mapping, and maintenance database to more efficiently track and utilize records related to any segment of pipe in their system.

All complaints and service calls will be logged, all preventive and corrective maintenance activities will be recorded, and the sewer inspection history of any segment of pipe will be retrievable electronically. The data used to develop condition ratings that will aid in prioritizing future sewer rehabilitation projects, maintenance activities, and updating other SSMP program elements, as applicable will also be logged.

### 9.3 ASSESSMENT OF SUCCESS

With the information available in the SSO reporting system the Public Works Division will be able to measure the effectiveness of the SSMP by tracking various parameters related to service calls, maintenance and inspection activities, as well as by comparing SSO trends from previous years, and identifying system components that continually contribute to system failures. Specifically, the City plans to track the following parameters with which to measure the effectiveness of the SSMP and its effectiveness in reducing SSOs:

- Number of SSOs per year;

- Volume of SSOs per year;
- Number of dry weather SSOs per year;
- Number of SSOs per year by cause (e.g., roots, grease, pipe failure, I/I, pump failure or other deficiency, etc.);
- Response time to SSOs and other service calls (time from call received to first responder arriving on site);
- Length of gravity sewers cleaned annually;
- Actual versus scheduled cleaning dates for gravity sewers;
- Length of gravity sewers CCTV inspected annually;
- Record of pump station maintenance work orders completed annually.

## 9.4 UPDATING AND EVALUATION

The information made available from this section will be used for evaluation of the program’s success. Updates on performance indicators will be made to the SSMP on a yearly basis.

## 9.5 PERFORMANCE INDICATORS

The purpose of this section is to report the SSOs that occurred in the City of Madera sanitary sewer system during the period January 1, 2018 through December 31, 2018. The total number of SSOs for the City of Madera for the reporting period was zero. The size of SSOs are summarized as shown on [Table 9-1](#).

**Table 9-1 Total Number of SSOs by Size**

Size of SSO (gal)	Number	Total by Number (%)
< 100	0	0%
100 - 999	0	0%
1,000 – 9,999	0	0%
> 10,000	0	0%
<b>Total</b>	<b>0</b>	<b>100%</b>

The volume of spills contained and returned to the sewer system is shown on the following page in [Table 9-2](#).

**Table 9-2 Amount of SSO Returned to Sewer System**

Date of SSO	Size of SSO (gal)	Amount Returned (gal)	Percentage of Amount Returned (%)
March	0	0	0%
June	0	0	0%
September	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>100%</b>

The cause(s) of SSOs during the period is shown on [Table 9-3](#).

**Table 9-3 Cause of SSO**

Cause of SSO	Occurrences	Percent of Total Occurrences
Roots	0	0%
F.O.G.	0	0%
Debris	0	0%
Debris from Laterals	0	0%
Animal Carcass	0	0%
Construction Damage	0	0%
Construction Debris	0	0%
Multiple causes	0	0%
Infrastructure failure	0	0%
Pump Failure	0	0%
Inflow & Infiltration	0	0%
Electrical Power Failure	0	0%
Flow Capacity Deficiency	0	0%
Natural Disaster	0	0%
Bypass	0	0%
Cause Unknown	0	0%
<b>Total</b>	<b>0</b>	<b>100%</b>

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**ELEMENT 10 – SSMP PROGRAM AUDITS*****Requirement:***

*As part of the SSMP, the Enrollee shall conduct periodic internal audits appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D. 13), including identification of any deficiencies in the SSMP and steps to correct them.*

The City of Madera will perform an internal audit evaluating its SSMP and its compliance with the WDR every two years, and will report the results of the audits along with recommendations and suggested improvements to the Water Quality Control Board.

The audit will include:

- Review of progress made on development of SSMP elements;
- Identification of successes of implementing SSMP elements and needed improvements;
- Description of system improvements since the last audit;
- Description of system improvements planned.

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**ELEMENT 11 – COMMUNICATION PROGRAM****Requirement:**

*The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.*

*The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.*

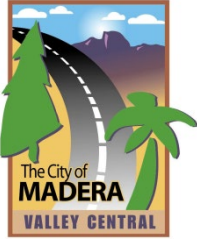
The Public Works Director will provide interested parties with status updates on the implementation of the components of the SSMP and will also consider comments made by interested parties. Additionally, the City of Madera will post the SSMP and all audits to the City's website for view by interested parties.

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**ELEMENT 12 – SSMP COMPLETION AND CERTIFICATION****Requirement:**

*Both the SSMP and the Enrollee's program to implement the SSMP, must be certified by the Enrollee to be in compliance with the requirements set forth above and must be presented to the Enrollee's governing board for approval at a public meeting. The Enrollee shall certify that the SSMP, and subparts thereof, are in compliance with the general WDRs within the time frames identified in the time schedule provided in subsection D.15, below.*

*In order to complete this certification, the Enrollee's authorized representative must complete the certification portion in the Online SSO Database Questionnaire by checking the appropriate milestone box, printing and signing the automated form, and sending the form to the State Water Board.*



## REPORT TO CITY COUNCIL

Approved by:

*Hilda Cantú Montoy*

Hilda Cantú Montoy, City Attorney

Council Meeting of: October 7, 2020

Agenda Number:         D-1        

### SUBJECT:

First Amendment to the City Clerk At-Will Employment Agreement Extending the Term of the Agreement By Three Years and Approving Step Increase.

### RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council); therefore, there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a First Amendment to the City Clerk At-Will Employment Agreement.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

**Announcement** - *If approved, the proposed amendment to the City Clerk's Employment Agreement will modify the existing agreement as follows:*

- *The Agreement will be extended by three years to August 26, 2025; and*
- *Effective on her merit anniversary date of August 26, 2020, the City Clerk's salary will be increased one merit step due to satisfactory performance to Step B of City of Madera Salary Schedule Range 419 which is \$72,489.30 per year, payable in installments at the same time as the majority of the Employer's employees.*

### SUMMARY:

The Council conducted the City Clerk's performance evaluation. The results of the evaluation were very positive. The parties wish to amend the Employment Agreement to reflect a merit step increase and extend the At-Will Employment Agreement by three years.

### DISCUSSION:

On August 7, 2019, the City and City Clerk entered a three year at-will employment agreement effective August 26, 2019. The Council conducted a performance evaluation of the City Clerk

with positive results. The Council and Employee desire to amend the Employment Agreement. The proposed First Amendment to the City Clerk's At-Will Employment Agreement will:

- Extend the term by an additional three years to August 26, 2025; and
- Award a merit increase due to satisfactory job performance to Step B of the Salary Schedule for City Clerk effective on her merit anniversary date of August 26, 2020, consistent with merit award practices for all City employees.

**FINANCIAL IMPACT:**

The proposed First Amendment will award one merit step increase, equal to 5 percent, or \$3,462.94 per year. The City's adopted operating budget includes funds for anticipated merit increases.

**ALTERNATIVES:**

If the Council does not take action on the resolution, the existing agreement terms will continue. Council may also determine to conduct further negotiations on the Employment Agreement.

**ATTACHMENTS:**

1. Resolution approving First Amendment to the City Clerk At-Will Employment Agreement.
  - a. Exhibit A: First Amendment to City Clerk At-Will Employment Agreement.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A  
FIRST AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

WHEREAS, the City of Madera and Alicia Gonzales entered a three year City Clerk At-Will Employment Agreement (“Agreement”) effective August 26, 2019; and

WHEREAS, the City Council has conducted a performance evaluation of the City Clerk and is pleased with her performance; and

WHEREAS, the City Council and City Clerk desire to amend the Agreement.

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

1. The above recitals are true and correct.
2. The City Council approves the First Amendment to City Clerk At-Will Employment Agreement attached hereto as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **FIRST AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT**

This First Amendment to City Clerk At-Will Employment Agreement (“First Amendment”) is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or “City”), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

### **RECITALS**

- A. City and Employee entered into an At-Will Employment Agreement (“Agreement”) effective August 26, 2019.
- B. The City Council has conducted a performance evaluation of Employee and Employee’s performance is satisfactory.
- C. The City and Employee desire to modify the agreement relating to the term of the Agreement and memorializing a merit step increase.

### **AGREEMENT**

In consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1.** Subsection A of Section 1 of the Agreement titled “Term” is amended to read as follows:

The term of the Agreement shall be extended three (3) years from August 26, 2022, thereby extending this Agreement to August 26, 2025. The Employer will provide written notice to the Employee on or before May 28, 2025, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

**SECTION 2.** Section 5 of the Agreement titled “Salary” is amended by adding the following paragraph after the two paragraphs under said Section 5:

Effective August 26, 2020, Employer agrees to increase the Employee’s base salary one merit step to \$2,788.05 bi-weekly, which is Step B as set forth in City of Madera Salary Schedule Range 419 payable in installments at the same time as the majority of the Employer’s employees.

**SECTION 3.** Except as amended by this First Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

**SECTION 4.** This First Amendment to City Clerk At-Will Employment Agreement shall be effective October 7, 2020.

IN WITNESS WHEREOF, the City of Madera has caused this First Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this First Amendment on the day and year first above written.

**EMPLOYEE**

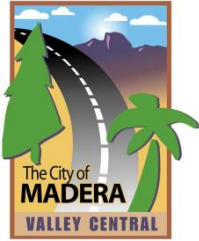
**CITY OF MADERA**

\_\_\_\_\_  
Alicia Gonzales

\_\_\_\_\_  
Andrew J. Medellin, Mayor

ATTEST

\_\_\_\_\_  
Zelda Leon, Deputy City Clerk



## REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, City Engineer

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: October 7, 2020

Agenda Number: D-2

### SUBJECT:

Amendment No. 1 and No. 2 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street and Central Avenue Intersection and Funding Amendment to CIP Budget

### RECOMMENDATION:

1. Adopt a Resolution Approving Funding Amendment Appropriating \$119,319 to the City's Fiscal Year 2020/21 Capital Projects Budget for consultant services for the Lake/4th/Central Intersection, City Project No. R-57; and
2. Adopt a Resolution Approving Contract Amendments No. 1 and No. 2 for Professional Engineering Services Relating to the Lake/4th/Central Intersection, in the Amount of \$133,800.

### SUMMARY:

The Lake Street, 4th Street and Central Avenue intersection is a 5-legged intersection with all-way stop control. A transportation engineering consultant was retained by the City to help determine the most suitable form of traffic control for current and expected future traffic volumes. Two amendments to the agreement are necessary to complete environmental services, for design of a traffic signal, and to prepare the construction documents to build the improvements. Funds are available in the City Capital Improvement Program budget for costs associated with this amendment.

### DISCUSSION:

In 2016, the City contracted with Omni-Means to study the intersection of Lake Street, 4th Street and Central Avenue to determine the best alternative to accommodate current and future traffic flows. Being that this is a complicated intersection, the solution was not considered an obvious decision. GHD, Inc., who acquired Omni-Means in 2019, prepared an Intersection Control

Evaluation (ICE) Report that analyzed three alternatives for the intersection. The alternatives included:

- Maintaining all-way stop control
- Construct Traffic Signal
- Construct Roundabout

On February 19, 2020, Council directed staff to construct a traffic signal at the Lake/4th/Central intersection based on the analysis of the ICE and input from the public.

When the Agreement was originally executed, it was the City's intention to continue working with the same consultant for either alternative that came from the ICE. This amendment is needed to address scoping changes and to update GHD's fee schedule, which was originally prepared in 2016.

#### Project Design Phase

This phase of the project will develop the design of the traffic signal and prepare the plans, specifications, and estimate (PS&E) for the work. The required right of way needed to construct the traffic signal will be identified in this phase, allowing the City to acquire the necessary property. Once the PS&E is complete and the right of way acquired, the project will be ready to advertise for bids.

A fee of \$89,940, which includes \$8,000 for extra services should it become necessary, has been negotiated for the scope of services as compensation for this PS&E phase. It is recommended that the Council approve Amendment No. 1 and authorize the Mayor to execute the amendment on behalf of the City.

#### Environmental Phase

An environmental review began after the selection of the traffic signal alternative. This project is partially funded with Federal Congestion Mitigation and Air Quality (CMAQ) dollars and requires evaluation through the National Environmental Protection Act (NEPA), as well as the California Environmental Quality Act (CEQA). Caltrans administers the funding source and reviews and approves all NEPA documents associated CMAQ funding. Based on the initial assessment of the project, Caltrans is requiring additional studies to determine the impact of the project to the adjacent neighborhood. These additional studies include a Visual Impact Assessment, a Historic Resources Evaluation Report, and a Historic Property Survey Report.

The City Agreement with GHD includes environmental services, but the additional studies were not originally anticipated and, therefore, exceed what was originally agreed upon. The cost for these additional environmental reports is \$43,860. The existing Agreement has \$14,481 remaining for extra services. Therefore, an additional \$29,379 will be required to complete the environmental studies. It is recommended that the Council approve Amendment No. 2 and authorize the Mayor to execute the amendment on behalf of the City.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City's General Fund. The cost of the engineering and environmental services associated with this amendment are \$133,800. \$14,481 is already budgeted.

Exhibit A to the Funding Amendment Resolution appropriates \$119,319 for Amendment No. 1 and No. 2 from the unprogrammed funds in RSTP Federal Exchange, Account Number 41315320.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

*Strategy 101.6* – Ensure infrastructure can sustain population growth in the development of the General Plan.

**ALTERNATIVES:**

Should Council not approve these Amendments, the environmental studies could not be completed and staff would need to begin the process of soliciting and hiring a new consultant for the required studies and improvements. This would impact the delivery of the project.

**ATTACHMENTS:**

1. Resolution for Funding amendment
  - a. Exhibit A – Funding Amendment Sheet
2. Resolution for Contract Amendments
  - a. Exhibit 1 – Amendment No. 1 (PS&E Services) with Exhibits A, B, C
  - b. Exhibit 2 – Amendment No. 2 (Environmental Services) with Exhibits A, B

ATTACHMENT 1

Budget Amendment Resolution

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
APPROVING FUNDING AMENDMENT APPROPRIATING \$119,319  
TO THE CITY OF MADERA FISCAL YEAR (FY) 2020/21 CAPITAL  
PROJECTS BUDGET FOR THE FOR THE LAKE/4TH/CENTRAL  
INTERSECTION IMPROVEMENTS, CITY PROJECT NO. R-57**

**WHEREAS**, Project comprising the Lake/4th/Central Intersection, City Project No. R-57, hereinafter called "the Project", is included in the proposed FY 2020/21 Budget for Capital Projects; and

**WHEREAS**, Additional funds are necessary for the design phase of the Project in the FY 20/21 Capital Projects Budget; and

**WHEREAS**, Funds are available in the unprogrammed fund balance of the RSTP-Federal Exchange account No. 41315320.

**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 FY 2020/21 Capital Projects Budget is hereby amended in accordance with Exhibit A, which is attached and incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

\*\*\*\*\*

EXHIBIT A

Funding Amendment Sheet

EXHIBIT A

CITY OF MADERA

Resolution 20 -

Lake Street/4th Street/Central Avenue Intersection Improvements  
City Project No. R-57

<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>PROJECT CODE</u>	<u>DESCRIPTION</u>	<u>(+)</u>	<u>(-)</u>
<b><u>RSTP Federal Exchange</u></b>					
41315320	7050	R-000057	Lake/4th/Central Intersection Improvements (Enviornmental)	29,379.00	
41315320	7050	R-000057	Lake/4th/Central Intersection Improvements (PS&E)	89,940.00	
				<b><u>119,319.00</u></b>	<b><u>-</u></b>

ATTACHMENT 2

Contract Amendment Resolution

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
APPROVING AMENDMENTS NO. 1 AND NO. 2 TO THE  
AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING  
SERVICES RELATING TO THE LAKE/4TH/CENTRAL INTERSECTION  
IMPROVEMENTS, CITY PROJECT NO. R-57**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, Omni-Means Ltd. was acquired by GHD, Inc. (CONSULTANT); and

**WHEREAS**, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to CONSULTANT; and

**WHEREAS**, CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

**WHEREAS**, CITY requested changes to Consultant's scope of work for the design of the Project and environmental work; and

**WHEREAS**, Amendments No. 1 and No. 2 to Agreement are necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

**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. Amendment No. 1 and Amendment No. 2 to Agreement with GHD, Inc. for professional engineering services as described above and attached hereto as Exhibit 1 and Exhibit 2 are necessary for the carrying out of the project and are hereby approved.
3. This resolution is effective immediately.

\*\*\*\*\*

EXHIBIT 1

Amendment No. 1  
Plans, Specifications and Estimate (PS&E) Services

**AMENDMENT NO. 1 TO AGREEMENT WITH GHD, INC. FOR PROFESSIONAL  
ENGINEERING SERVICES RELATING TO THE LAKE STREET, 4TH STREET AND  
CENTRAL AVENUE INTERSECTION**

This Amendment No. 1 to the Agreement for Engineering Services for the Lake Street, 4th Street and Central Avenue Intersection Project (hereinafter called "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this \_\_\_\_ day of October 2020.

**RECITALS**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

**WHEREAS**, CITY requested changes to the scope of work for the design of the Project; and

**WHEREAS**, Amendment No. 1 to Agreement is necessary to revise the scope of work, compensation and schedule for the additional engineering services.

**AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services for the Project dated December 21, 2016 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

**2. SCOPE OF WORK:**

CONSULTANT shall provide the professional services under Phase 2 as set forth in EXHIBIT A, "Phase 2 Scope of Services", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants 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.

**SECTION 2.** Section 5 of the Agreement shall be amended to read as follows:

**5. COMPENSATION**

The basic fee for Phase 2 based on the estimated hours of work listed in EXHIBIT B, "Phase 2 Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$81,940.

City and Consultant agree on the rates shown in EXHIBIT B and that the hourly rates shall be valid through December 31, 2021. 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.

**SECTION 3.** Section 7 of the Agreement shall be amended to read as follows:

**7. EXTRA SERVICES**

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services 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 Exhibit B, provided, however, the City Engineer's authority under this provision is limited to expenditures not to exceed the amount of eight thousand dollars (\$8,000).

**SECTION 4.** Section 9 of the Agreement shall be amended to read as follows:

**9. LIABILITY INSURANCE**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

*Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO 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.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

### *Maintenance of Coverage*

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

### *Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

### *Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### *Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

*Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this

Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

**SECTION 5.** Section 11 of the Agreement shall be amended to read as follows:

**11. TIME OF COMPLETION**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Phase 2 Project Timeline attached hereto and incorporated by reference.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

**SECTION 6.** Except as set forth in this Amendment No. 1, all other terms and condition in the Agreement shall remain in full force and effect.

**SECTION 7.** This Amendment to Agreement shall be effective upon full execution by both Parties.

*(SIGNATURES ON NEXT PAGE)*

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 1 to the Agreement on the date first written above.

**CITY OF MADERA**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**ATTEST:**

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

**GHD, Inc.**

By:  \_\_\_\_\_  
Douglas J. Ries

Title: Vice President

By:  \_\_\_\_\_  
Kamesh Vedula

Title: Vice President

98-0425935

Taxpayer ID Number

## EXHIBIT A

### PHASE 2 - SCOPE OF SERVICES

## **LAKE/4TH/CENTRAL TRAFFIC SIGNAL**

PROJECT TITLE

### **PROJECT DESCRIPTION**

The intersection of Lake Street/4th Street/Central Avenue is located in the northeast quadrant of the City of Madera, east of SR 99 and northwest of Highway 145. Lake Street serves as a north-south arterial in the City. About half a mile to the southwest Lake Street intersects Sunrise Avenue, and at the study intersection Lake Street turns and continues due north well beyond the City limits. The southwest leg of 4th Street is an arterial and has an interchange with SR 99 about half a mile southwest of the study intersection. The northeast leg of 4th Street is a local road that terminates at Flume Street after one block. Central Avenue is an east/west collector street that extends from H Street to Lake Street.

The Project will convert the existing intersection from a 5-way all-way stop control to a 4-way traffic signal as shown in Figure 1. Improvements include re-striping of lanes on approaching legs of the intersection to accommodate the signalization, installation of curb, gutter and sidewalk to provide sidewalk connectivity around the intersection, reconstruction of existing curb ramps to meet ADA requirements, and other minor improvements.

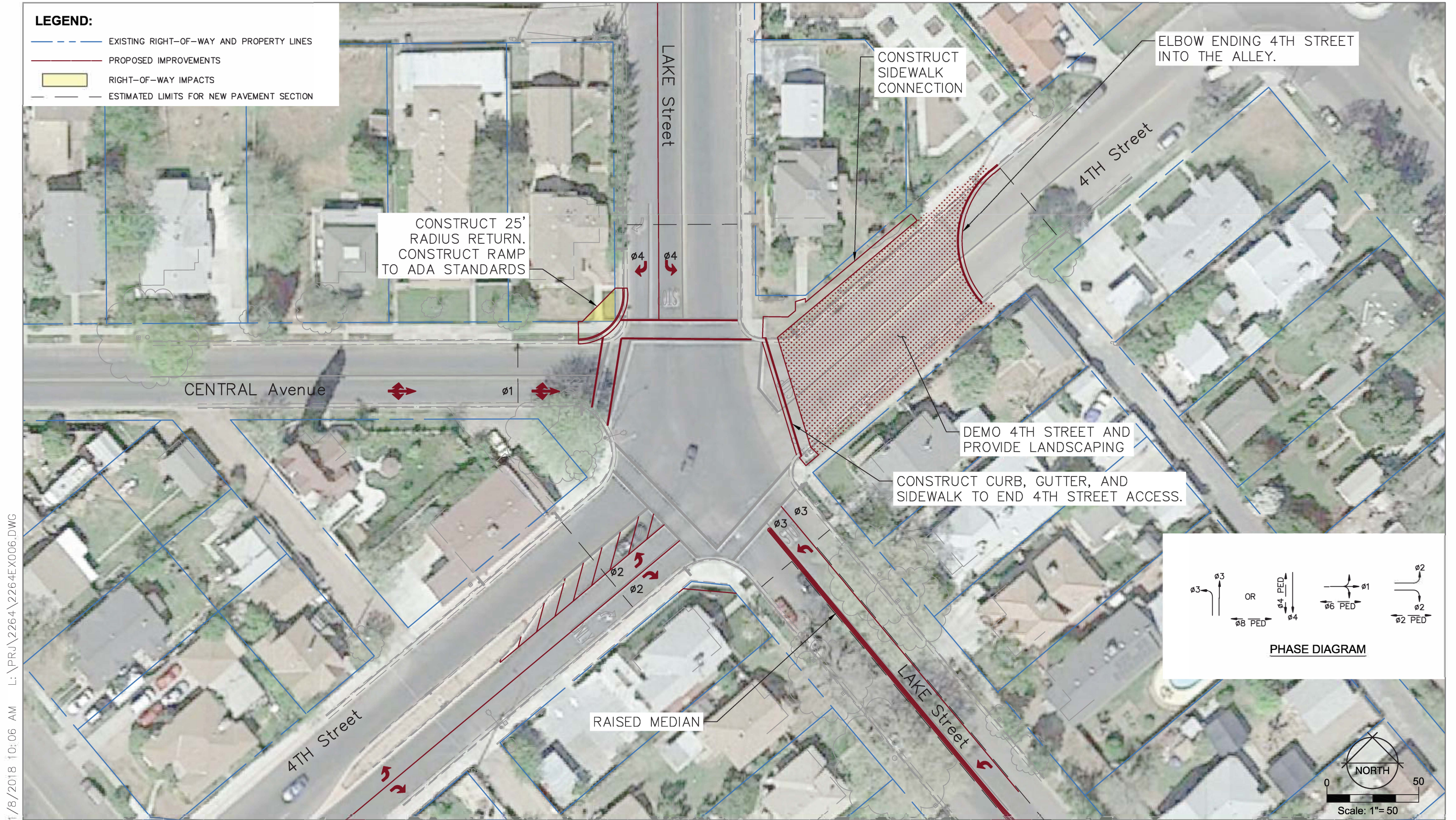
The northeast leg of 4th Street will be closed with this project, as shown in Figure 1. The City desires to create a unique public space that is inviting and promotes the City of Madera. Providing a uniform look and connecting the Wells Youth Center and the Community Garden with this new public area with features such as drought tolerant landscaping, large planters, or decorative elements that also serve to prevent unauthorized vehicular entry from the intersection, decorative lighting, seating areas, space for public art, etc., shall be considered for this area.

Services by CONSULTANT will include the required professional services for the design of the proposed improvements, preparation of the construction documents, and bidding and construction support. CONSULTANT will also identify all right of way needs, including additional land requirements and affected existing improvements and utilities. With the identified right of way needs, the CITY will acquire the necessary right of way.

This project is partially funded by a federal grant and shall comply with all applicable federal requirements. Environmental services to comply with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements will be completed by previous agreement.

It is the intent of this Scope of Services to generally describe the extent of the work contemplated. In arriving at the final design, the CONSULTANT may be required to perform work that is not explicitly identified but is necessary for establishing or substantiating the final design. All such work shall be considered incidental to the project and shall be included in the total fee, unless otherwise specified herein.

# Traffic Signal Alternative: Preliminary Layout



1/8/2018 10:06 AM L:\PRJ\2264\2264EX006.DWG

## LAKE St/4TH St/CENTRAL Ave INTX IMPROVEMENTS

Madera, California

Figure 1



## Scope of Services

### Task 2.1 Project Management, Meetings and Coordination

#### 2.1.1 Project Management

GHD will serve as overall Project Manager during Phase 2 of the project. The general project management responsibilities include:

- Oversee all the project components listed in this Scope of Services
- Prepare and keep master project schedule (updated and submitted monthly)
- Define and track key issues and goals throughout the entire project delivery
- Coordinate project status meetings (in person, teleconference)
- Provide coordination with Utilities
- Obtain appropriate document and plan approvals, authorizations and certifications
- Manage sub-consultants
- Effectively manage budget
- Implement Quality Assurance and Quality Control Measures
- Prepare monthly progress reports and invoices at the end of each month of previous month's work

#### 2.1.2 Progress Meetings

GHD will coordinate and lead project meetings including scheduling meetings, preparing and distributing agendas prior to scheduled meetings, meeting attendance, and preparation of meeting records summarizing decisions made and action items. GHD has budgeted for the following number of meetings:

- Up to four (4) progress meetings, two assumed at the City offices and two via teleconference.

### Task 2.2 Supplemental Surveying and Base Mapping

#### 2.2.1 Project Survey Control

GHD will re-establish a survey control base for the project. At a minimum, the Project Control (horizontal and vertical) will be based on the City of Madera Control Network. The Project Control will be used during the life of the project in the performance of supplemental topographic surveys that may be required beyond the City provided base map as needed for final design.

#### 2.2.2 Supplemental Topographic Field Surveys

Supplemental field topographic surveys will be conducted to confirm and/or to obtain new grades within the project limits, particularly at conform locations of proposed to existing improvements. Supplemental surveys will include existing roadway features, drainage features, utility facilities, additional grades at critical locations including at curb ramps, etc. as needed for final design.

## **Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera**

### **2.2.3 Cad File Set-up and TIN**

GHD shall prepare computer files to include field control points, topographic surveys, utility data and preparation of the Triangular Irregular Network (TIN) used for three-dimensional calculations, (i.e. earthwork, cross-sections and profiles).

### **2.2.4 Right of Way Mapping**

Existing right of way maps, subdivision maps and survey records will be researched to establish the existing public right of way as well as the sidelines of parcels adjacent to the project. Existing monuments will be documented and included in the base mapping. As part of this work, GHD will compile property information such as assessor's parcel number, and owner names.

### **2.2.5 Preliminary Utility Coordination and Mapping**

Utilities will initially be mapped by using a combination of facilities identified on the topographic maps and by field investigation. GHD will also identify all potential utility owners who may have facilities within the project location and compile a utility purveyor contact list. GHD will request plat maps of utility locations from each utility owner known to have facilities within the project area. GHD will add existing utilities to a utility base drawing based upon information received from utility owners. The utility base will be used to identify conflicts, and coordinate required utility relocations.

## **Task 2.3 Utility Coordination & Relocation Support**

GHD will complete the utility verification and relocation in compliance with the Federal Regulations as outlined in the Local Assistance Procedures Manual (LAPM) (Chapter 3: Project Authorization and Chapter 14: Utility Relocations).

### **2.3.1 Utility Coordination**

For the signal alternative, it is anticipated that only minimal utility coordination will be required, as the signal alternative will be designed to avoid utility conflicts to the extent practicable. This task would include coordinating a signal service point with PG&E. It is assumed that service point design fees charged by PG&E would be billed directly to the City.

## **Task 2.4 30-Percent Design**

This task includes preparation of 30-percent plans and engineer's estimate for the Traffic Signal Alternative. Primary objectives of the 30-percent design include establishing the project right of way and easement requirements, and identification of utilities determined to be in conflict with the proposed improvements.

### **2.4.1 30-Percent Plans**

Under this task, the GHD will refine the horizontal design for the preferred alternative to a 30% level. Plans will be developed at a 1"=20' scale. The 30-percent plans will incorporate basic horizontal geometric design elements including curb and gutter lines, channelization islands, sidewalks, pedestrian crossings, curb ramps, bike lanes, and pavement delineation. It is anticipated that the 30-percent plans will include the following sheets:

- Title Sheet
- Layout
- Construction Details (undeveloped)
- Utility Plan
- Pavement Delineation Plans

## Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

- Electrical Plan (signal layout only)

At the conclusion of this task, the 30% geometric design will have established horizontal control and geometric elements including curb geometry, lane widths, channelization, lane transitions, pavement delineation, and join conditions.

### 2.4.2 Preliminary Engineer's Estimate

GHD will prepare a preliminary opinion of probable cost using quantities estimated from the 30% design. The preliminary cost estimate will include major cost construction items, and percentage based allowances for items for which quantities are not yet developed.

### 2.4.3 Preliminary Right of Way Exhibits

GHD will prepare an overall right of way exhibit showing the quantities and areas of right of way takes (ROW) and temporary construction easements (TCE) needed.

### 2.4.4 30-Percent Submittal

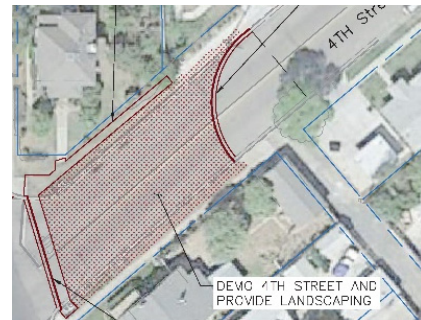
This task includes compiling the 30-percent plans, preliminary cost estimate, and preliminary right of way exhibits for submittal to the City and utility owners. Three full size hard copies, one reduced size hard copy, and full and reduced size PDF files will be submitted to the City for review and comment. This task also includes utility owner submittals, including letters, project plans, and notifications. This task includes all plotting, transmittal preparation, postage, and delivery of all 30-percent submittals.

### 2.4.5 Prepare Legal Descriptions and Plats

Once the City has reviewed the 30-percent plans, and supplemental exhibits, specifically as applicable to the proposed right of way and easements, and provided comments, GHD will update the design to show the adjusted rights of way and easements. GHD will prepare the legal descriptions and plats. For budgeting purposes, it is assumed that plats and legal descriptions will be prepared for up to six (6) ROW and TCE involvements for the signal alternative.

### 2.4.6 Preliminary Landscape Design Concepts

GHD will prepare preliminary landscape design concepts for the section of 4<sup>th</sup> street shown in the exhibit that will be closed with this project. Up to three (3) landscape concepts will be developed each showing type of landscape, concrete surface areas, textures and/or colors, landscape furniture, pedestrian access, and other features. The concepts will be submitted to the City for review and comment. One revision will then be made for the selected preferred concept based on City provided comments and resubmitted for final approval.



4<sup>th</sup> Street Closure Landscape Concepts

## Task 2.5 60-Percent Design

This task includes picking-up comments on the 30-percent submittal, and preparation of 60-percent plans, engineer's estimate, and draft technical specifications.

## **Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera**

### **2.5.1 60-Percent Plans**

GHD will pick up and review the 30-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 30-percent comments will either be addressed in writing, on the plans, or both as required. GHD will coordinate with the City of Madera concerning any comments that require further discussions or clarification.

60-percent plans, technical specifications/bid item descriptions, and estimate (PS&E) will then be prepared consisting of substantially completed plans, specifications, and engineer's estimate. The plan sheets prepared as part of the 30-percent submittal will be supplemented, at a minimum, with the following design elements as appropriate.

- Demolition Plan
- Drainage Plan
- Construction Details
- Traffic Signal Plans (conduits; conductor schedule; service point; electrical details)
- Landscape Plans
- Irrigation Plans

### **2.5.2 Engineer's Estimate & Technical Specifications**

GHD will update the preliminary cost estimate prepared for the 30-percent submittal, including quantity calculations, and additional bid items. The 60-percent engineer's estimate will include bid item descriptions, unit, quantities, unit prices, and total prices. Quantity backup including color-coded markups of individual quantities will be prepared and kept in the project file for backup and reference purposes.

GHD will prepare the draft technical specifications including bid item descriptions (hereafter referred to as technical specifications). The technical specifications will be prepared using Caltrans 2018 SSPs as a basis, modified for project specific requirements.

### **2.5.3 60-Percent Submittal**

This task includes compiling the 60-percent plans, comment resolution table, engineer's estimate, and draft technical specifications for submittal to the City. Three full size (24x36) and one reduced size (11x17) plan set will be submitted with the draft technical specifications and engineer's estimate to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. This task includes all plotting, transmittal preparation, postage, and delivery of all 60-percent submittals.

## **Task 2.6 90-Percent Design**

This task includes picking-up comments on the 60-percent submittal, and preparation of 90-percent plans, final technical specifications, and engineer's estimate.

### **2.6.1 90-Percent PS&E**

GHD will pick up and review the 60-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 60-percent comments will either be addressed in writing, on the plans, or both as required. GHD will coordinate with the City of Madera concerning any comments that require further discussions or clarification.

## **Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera**

90-percent plans, technical specifications, and estimate (PS&E) will then be prepared consisting of completed plans, technical specifications, and engineer's estimate. The 90-percent PS&E will include revisions as needed based upon the City's 60-percent review comments.

### **2.6.1 90-Percent Submittal**

This task includes compiling the 90-percent plans, comment resolution table, technical specifications, and engineer's estimate for submittal to the City. Three full size (24x36), and one reduced size (11x17) plan set will be submitted with the technical specifications and engineer's estimate to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. This task includes all plotting, transmittal preparation, postage, and delivery of all 90-percent submittals.

## **Task 2.7 Final Contract Documents**

This task includes picking-up comments on the 90-percent submittal, and preparation of the final contract documents.

### **2.7.1 Final PS&E**

GHD will pick up and review the 90-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 90-percent comments will either be addressed in writing, on the plans, or both as required. It should be noted that at this late stage of design, it is expected that all comments would be minor in nature, and would not require significant design revisions, or modifications. Comments that necessitate significant design changes at this stage would be subject to additional fees, and would only be completed with the City's prior approval, under a separate authorization.

Final plans, technical specifications, and engineer's estimate (PS&E) will be prepared consisting of completed plans, technical specifications, and engineer's estimate. The final plans, technical specifications, and engineer's estimate will be prepared for the City's use in bidding the project for construction.

### **2.7.2 Final Submittal**

This task includes compiling the Final (signed) plans, comment resolution table, technical specifications, and engineer's estimate for submittal to the City. One signed full size (24x36) Mylar set and one reduced size (11x17) plan set will be submitted to the City of Madera for bidding purposes.

In addition, one reduced size (11x17) set of the final plans will be submitted to all utility owners known to have facilities within the limits of the project.

The task also includes the submittal of the final project base files and plan sheets in AutoCAD Civil 3D format; the final project technical specifications in MS word format; and the final engineer's estimate in MS excel format.

## **Task 2.8 Bidding & Pre-Construction Stage**

### **2.8.1 Bid Support**

GHD will be available during the bid phase of the project to provide the City assistance as required. The following services will be provided:

## Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

- Assist City staff by answering technical questions from potential bidders.
- Attend pre-bid meeting and explain key design issues.
- Draft addenda for City approval/release to clarify design intent or correct errors.
- Prepare bid summary and review bid proposals if requested by City.

### **Task 2.9 Construction Stage**

#### **2.9.1 Construction Support**

GHD will be available to provide construction support during construction as follows:

- Attend Preconstruction Conference and periodic construction progress meetings (assume three meetings total).
- Check contractor submittals for compliance with contract documents and assist with the evaluation of substitution requests.
- Assist the City with interpretation of plans and specifications, contractor requests for information, analysis of changed site conditions and corrective action(s), and address questions from Resident Engineer regarding submittals.
- Provide technical support for construction change orders.
- Prepare as-built drawings based upon contractor or Resident Engineer provided markups.

### **Preliminary Project Schedule**

GHD has prepared a Phase 2 Project Schedule based on the tasks presented in GHDs Scope of Services. A copy of the Phase 2 Project Schedule is provided on page 8 in this proposal.

### **Fee and Effort Table**

GHD has prepared a Phase 2 Fee and Effort Table to present our costs to provide all of the services described in our Scope of Services. A copy of GHDs Phase 2 Fee and Effort Table is provided on page 9 in this proposal.

EXHIBIT B

PHASE 2 - FEE PROPOSAL

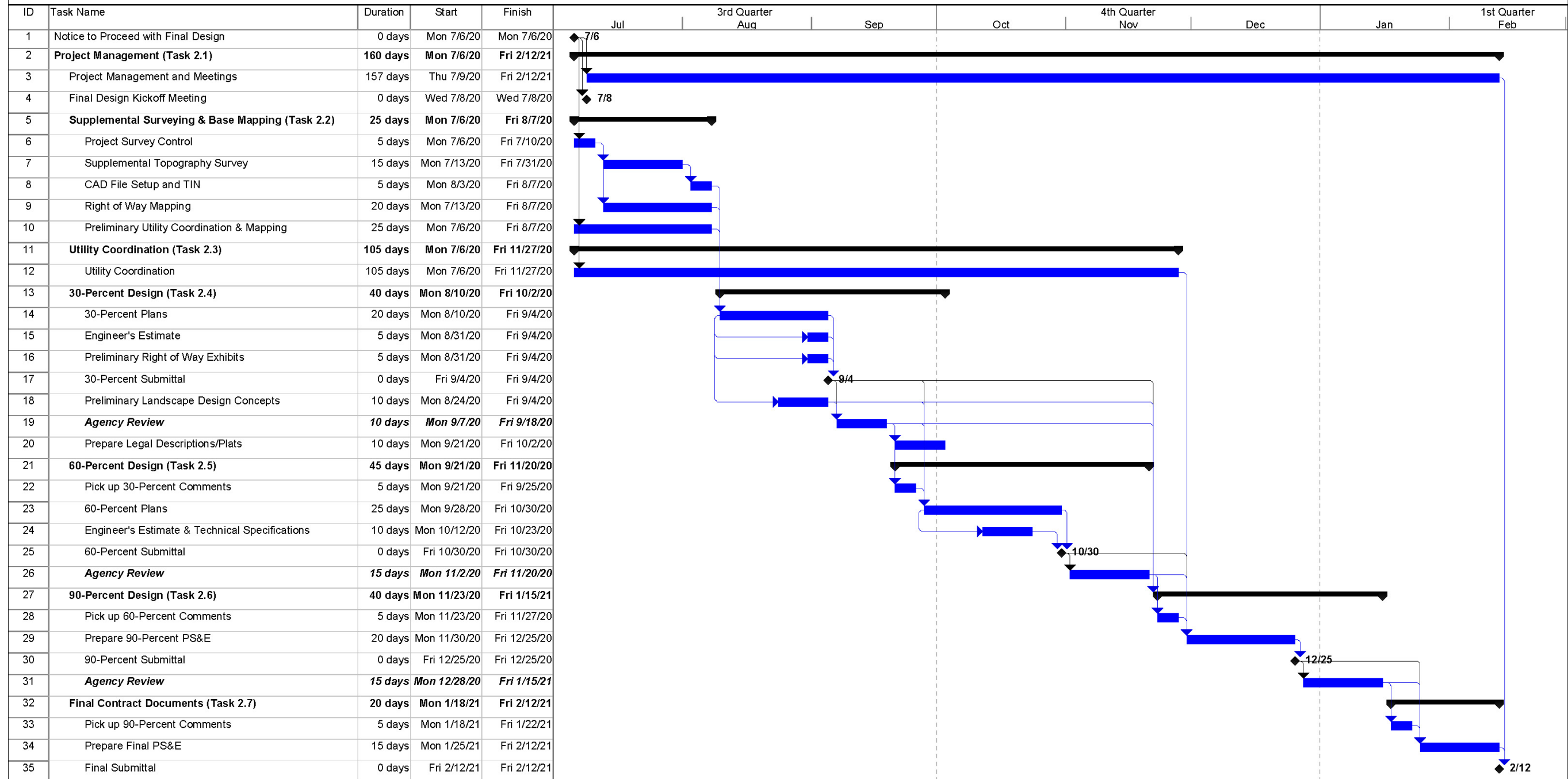
Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project  
 Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

Phase 2 Fee and Effort Table																				
GHD																				
Task	Task Description	Class Rate	Ries (PIC) \$280.00	Weiland (PM) \$260.00	Perry (QA/QC) \$250.00	Kehrer (Proj Engr) \$180.00	San (Engr) \$160.00	Carcha (Engr) \$130.00	Morris (Tech) \$125.00	Robertson (Landscape) \$185.00	Piper (Landscape) \$170.00	Howard (Srvy Mngr) \$190.00	Vander Dussen (Office Srvy) \$155.00	Field Crew (Srvy) \$210.00	Bohannon (Office Survey Tech) \$115.00	Supplies and Reimbursables	Total Hours	Task Sub-Total	Phase 2 Task Totals	
<b>2.1</b>	<b>Management, Meetings &amp; Coordination</b>																		<b>\$6,280.00</b>	
2.1.1	Project Management		2	12													14	\$3,680.00		
2.1.2	Progress Meetings (4)			10													10	\$2,600.00		
<b>2.2</b>	<b>Supplemental Surveying &amp; Base Mapping</b>																		<b>\$11,230.00</b>	
2.2.1	Project Survey Control												2				2	\$310.00		
2.2.2	Supplemental Topographic Field Surveys											4		20		\$300.00	24	\$5,260.00		
2.2.3	Cad File Set-up and TIN											2			12		14	\$1,760.00		
2.2.4	Right of Way Mapping											10			4		14	\$2,360.00		
2.2.5	Preliminary Utility Coordination and Mapping					1	2	8									11	\$1,540.00		
<b>2.3</b>	<b>Utility Coordination</b>																		<b>\$1,220.00</b>	
2.3.1	Utility Coordination					1		8									9	\$1,220.00		
<b>2.4</b>	<b>30-Percent Design</b>																		<b>\$16,100.00</b>	
2.4.1	30-Percent Plans			1	1	2	8	24	8								44	\$6,270.00		
2.4.2	Preliminary Engineer's Estimate					1		8									9	\$1,220.00		
2.4.3	Preliminary Right of Way Exhibits					1		6									7	\$960.00		
2.4.4	30-Percent Submittal					1		4								\$300.00	5	\$1,000.00		
2.4.5	Prepare Legal Descriptions and Plats					1						6		12			19	\$2,700.00		
2.4.6	Preliminary Landscape Design Exhibits					1				2	20						23	\$3,950.00		
<b>2.5</b>	<b>60-Percent Design</b>																		<b>\$22,800.00</b>	
2.5.1	60-Percent Plans			2	6	6	20	28	16	4	16						98	\$15,400.00		
2.5.2	Engineer's Estimate & Technical Specifications			1		4	16	12			4						37	\$5,780.00		
2.5.3	60-Percent Submittal					1		8								\$400.00	9	\$1,620.00		
<b>2.6</b>	<b>90-Percent Design</b>																		<b>\$9,470.00</b>	
2.6.1	90-Percent PS&E			1	2	2	12	16	8	2	8						51	\$7,850.00		
2.6.2	90-Percent Submittal					1		8								\$400.00	9	\$1,620.00		
<b>2.7</b>	<b>Final Contract Documents</b>																		<b>\$5,800.00</b>	
2.7.1	Final PS&E			1	1	2	4	8	8	2	4						30	\$4,600.00		
2.7.2	Final Submittal					1		4								\$500.00	5	\$1,200.00		
<b>2.7.2</b>	<b>Bidding and Pre-Construction Stage</b>																		<b>\$2,660.00</b>	
2.8.1	Bid Support			1		4	4	8									17	\$2,660.00		
<b>2.90</b>	<b>Construction Stage</b>																		<b>\$6,380.00</b>	
2.9.1	Construction Support			1		6	12	24									43	\$6,380.00		
			<b>Subtotal Hours</b>	<i>Hours</i>	2	30	10	36	78	174	40	10	52	22	2	20	28	504		
			<b>Subtotal Dollars</b>	<i>Dollars</i>	\$560.00	\$7,800.00	\$2,500.00	\$6,480.00	\$12,480.00	\$22,620.00	\$5,000.00	\$1,850.00	\$8,840.00	\$4,180.00	\$310.00	\$4,200.00	\$3,220.00	\$1,900.00	\$81,940.00	<b>\$81,940.00</b>

EXHIBIT C

PHASE 2 - PROJECT SCHEDULE

### Project Schedule Phase 2 - Final Design Traffic Signal Alternative



Project: P8616SCD002 Date: 05/25/2020	Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
	Split		External Tasks		Manual Task		Start-only		Progress	
	Milestone		External Milestone		Duration-only		Finish-only		Deadline	
	Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

EXHIBIT 2

Amendment No. 2  
Environmental Services

**AMENDMENT NO. 2 TO AGREEMENT WITH GHD, INC. FOR PROFESSIONAL  
ENGINEERING SERVICES RELATING TO THE LAKE STREET, 4TH STREET AND  
CENTRAL AVENUE INTERSECTION**

This Amendment No. 2 to the Agreement for Engineering Services for the Lake Street, 4th Street and Central Avenue Intersection Project (hereinafter called "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this \_\_\_\_ day of October 2020.

**RECITALS**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

**WHEREAS**, pursuant to an initial environmental review of the project, technical studies are needed to review the project's impact to the environment; and

**WHEREAS**, Amendment No. 2 to Agreement is necessary to revise the scope of work, compensation and schedule for the additional engineering services.

**AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services

for the Project dated December 21, 2016, and as amended by Amendment No. 1 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

**2. SCOPE OF WORK:**

In addition to professional services provided in the original agreement, CONSULTANT shall provide the professional services as set forth in EXHIBIT A, "Environmental Scope of Services", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants 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.

**SECTION 2.** Section 5 of the Agreement shall be amended to read as follows:

**5. COMPENSATION**

CITY agrees to pay CONSULTANT a fee for work identified in EXHIBIT A, based on the scope of work listed in EXHIBIT B, "Phase 2 Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$43,860.

**SECTION 3.** Section 11 of the Agreement shall be amended to read as follows:

**11. TIME OF COMPLETION**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT B, Phase 2 Fee Proposal attached hereto and incorporated herein by reference.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the

project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

**SECTION 4.** Except as set forth in this Amendment No. 2, all other terms and condition in the Agreement and Amendment No. 1 shall remain in full force and effect.

**SECTION 5.** This Amendment No. 2 to Agreement shall be effective upon full execution by both Parties.

*(SIGNATURES ON NEXT PAGE)*

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 2 to the Agreement on the date first written above.

**CITY OF MADERA**

**GHD, Inc.**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By:  \_\_\_\_\_  
Douglas J. Ries

Title: Vice President \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By:  \_\_\_\_\_  
Kamesh Vedula

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

Title: Vice President \_\_\_\_\_

98-0425935 \_\_\_\_\_

**ATTEST:**

Taxpayer ID Number

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

## EXHIBIT A

### Environmental Scope of Services

**DEPARTMENT OF TRANSPORTATION  
DISTRICT 6**

855 M STREET, SUITE 200  
FRESNO, CA 93721-2716  
PHONE (559) 445-6310  
FAX (559) 445-5425  
TTY 711  
www.dot.ca.gov



*Making Conservation  
a California Way of Life.*

**REVISED**

August 31, 2020

Mr. Randy Bell  
Project Manager  
City of Madera  
428 E. Yosemite Ave  
Madera, Ca. 93638

FPN: CML 5157(102)

Dear Mr. Bell:

The California Department of Transportation (Caltrans) has approved the Preliminary Environmental Studies (PES) form for the proposed project by the City of Madera. The project proposed includes intersection improvements at the intersection of 4<sup>th</sup> Street, Lake Street and Central Avenue.

As indicated on the PES form, the following technical studies shall be prepared and provided to Caltrans for review and approval prior to obtaining the Categorical Exclusion. Please refer to the Caltrans web site at: <http://www.dot.ca.gov/ser/forms.htm> for the most up-to-date report formats and guidance. The local agency or consultant chosen to prepare the technical studies should contact the Caltrans, District 6 Environmental Planner, with questions regarding report formats and content. All technical studies are required to have the federal project number on the cover.

**NEEDED TECHNICAL STUDIES**

- **Cultural Studies:** Section 106- The project will require a qualified consultant prepare a cultural resources study to fulfill the requirements of Section 106 of the National Historic Preservation Act. The Section 106 study should include the following:
  - Historic Property Survey Report (HPSR):  
The HPSR serves as a summary document to which supporting documents are attached. It also serves to document consultation with interested parties, including Native Americans and historical groups.
  - Area of Potential Effects (APE) Map:  
This map depicts the area that will be impacted by the project, including staging and construction access areas, and any utility and property relocation work. The map should be plotted on an aerial photographic base, with a bar scale and north arrow. The map should depict the locations of any cultural resources identified in the APE. Roads, bridges, and creeks should be clearly labeled. The APE map should have a signature and date block for “Caltrans Professionally Qualified Staff” and “Caltrans Local Assistance Engineer.” Caltrans will approve the APE map prior to completion of the HPSR.

- Historic Resources Evaluation Report (HRER):  
Evaluation of historic archaeological resources and built-environment resources such as buildings and bridges are documented in an HRER. The HRER format and content guide is available at [http://www.dot.ca.gov/ser/vol2/ex\\_6\\_2\\_hrer.pdf](http://www.dot.ca.gov/ser/vol2/ex_6_2_hrer.pdf)
- **Visual Impact Assessment:** Complete the online questionnaire to help determine the Visual Impact Assessment (VIA) level (The online questionnaire can be completed by the local agency project engineer or planner):  
<https://dot.ca.gov/programs/design/lap-visual-impact-assessment/lap-via-questionnaire>  
This scoring system should be used as a preliminary guide and should not be used as a substitute for objective analysis on the part of the preparer. Although the total score may recommend a certain level of VIA document, circumstances associated with any one of the ten question-areas may indicate the need to elevate the VIA to a greater level of detail. Provide Caltrans with a copy of the score generated and the appropriate level of documentation that corresponds to the score.

If, as a result of the online questionnaire, or other determination, a Visual Impact Assessment is required those are to be performed under the direction of a licensed Landscape Architect.

[The Standard Environmental Reference, Environmental Handbook, Volume I: Chapter 27- Visual & Aesthetics Review](#) lists preparer qualifications for conducting the visual impact assessment process. Landscape Architects receive formal training in the area of visual resource management and can appropriately determine which VIA level is appropriate.

The following technical studies shall be prepared by Caltrans staff prior to obtaining the Categorical Exclusion.

- **Biological Resources:** A technical “memorandum to file” will be prepared by the Caltrans Biologist.

Rachel Padilla, Associate Environmental Planner, will be your primary contact at Caltrans District 6 Environmental Analysis for this project. Please do not hesitate to contact the environmental planner assigned if you have any questions regarding the environmental requirements for this project at (559) 445-6313 or myself at (559) 445-6310.

Sincerely,



SHANE GUNN, Chief  
Environmental Analysis, Planning, and Local Programs

## EXHIBIT B

### Environmental Fee Proposal



September 4, 2020

Mr. Randy Bell, P.E. / Project Development Coordinator  
City of Madera Engineering Department  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

Dear Randy:

**Re: Proposal: Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project  
Environmental Technical Studies**

This letter represents GHD's proposal to prepare environmental technical studies identified as required to support the project's National Environmental Policy Act (NEPA) environmental process. The previous Phase 1 Scope of Services prepared by GHD (formerly Omni-Means) in 2016 included preparation of a Preliminary Environmental Study (PES) in support of the project's NEPA environmental process. When the scope of services was prepared, it was noted that it was difficult to pre-determine which, if any, environmental technical studies will be required by Caltrans. Per Caltrans guidelines, a list of required environmental technical studies are provided to the City after preparation of the PES. The PES has subsequently been prepared and submitted to Caltrans for review, comment and approval. The PES has been approved by Caltrans who also identified that the City shall prepare and provide the following environmental technical studies:

- Visual Impact Assessment (VIA)
- Area of Potential Effects (APE) Map
- Historic Property Survey Report (HPSR)
- Historic Resources Evaluation Report (HRER)

The scope of services also noted that, after Caltrans identified the required environmental technical studies, a separate proposal would be provided to prepare the required studies. GHD will manage this effort, provide coordination with the City and provide engineering technical support. GHD's environmental subconsultant Crawford & Bowen (C&B) will act as our Environmental Lead in preparing the required environmental technical studies. The following represents C&B's proposed scope of work to provide the additional environmental documentation required by Caltrans.

**Visual Impact Assessment (VIA)**

C&B will conduct the Caltrans online Visual Impact Assessment (VIA) and will prepare a corresponding technical memorandum to supplement the VIA. The online VIA assessment will result in a numeric score that will determine the level of impact. It is not anticipated, nor included as part of this proposal, that a full VIA will be required based on the initial assessment, but that the online VIA and technical memorandum will be sufficient.

**Project APE Map, HPSR and HRER**

C&B will utilize ASM Affiliates to prepare the APE map, HPSR and HRER. ASM will prepare an APE map for Caltrans review and signature. ASM assumes participation in a conference call with the Caltrans District 6 Professionally Qualified Staff (PQS). The APE map will be finalized before work

begins on the Historic Resources Evaluation Report (HRER) and Historic Property Survey Report (HPSR). ASM assumes that the APE will include the intersection of 4th Street/Lake Street/Central Avenue and will include portions of not more than five adjacent parcels.

After approval of the APE, ASM will prepare a narrative format HRER and HPSR form following Caltrans guidelines, specifically Exhibit 2.6 Historic Property Survey Report Format and Content Guidelines and Exhibit 6.2 Historic Resources Evaluation Report Format and Content Guide (May 2015). The purpose of the HRER will be to evaluate up to 20 buildings more than 45 years old within the APE following the Caltrans standard HRER format. ASM will obtain a records search from the Southern San Joaquin Valley Information Center (SSJVIC) to identify known properties. A team of one Architectural Historian and one Archaeologist will conduct a pedestrian survey of the APE. We assume that the results of the archaeological survey will be negative and will be limited to the proposed area of ground disturbance; no Archaeological Survey Report (ASR) will be prepared. We assume no more than 20 residential properties in the APE will require survey and evaluation by an architectural historian; survey will be done from the public right of way only. Archival research will be conducted to document the site-specific history for those 20 properties. Current closures of City and County offices may limit access to archival records; as such, their analysis may be based on the extent of the records they are able to obtain.

The HRER will contain a summary of findings, project description, research and field methods, historical overview, description of cultural resources, resource significance, findings, and conclusions. The HPSR form will summarize the HRER and contain a summary of findings, project description, consulting parties, summary of identification efforts, and findings. The analysis and reports will be prepared by ASM's Archaeologists, Architectural Historians, and Historians who meet the Secretary of the Interior's Professional Qualification Standards. ASM assumes three iterations of each report will be required (two drafts, one final) to respond to agency comments. It is assumed that those comments will be editorial in nature and will not require additional research or site visits.

GHD's estimated fee to complete all of the environmental technical studies services is \$43,860.00 as summarized below.

<i>Management, Coordination &amp; Engineering Technical Support</i>	<i>\$ 3,360.00</i>
<i>Preparation of VIA, APE Map, HPSR &amp; HRER</i>	<i>\$40,500.00</i>
<b><i>Total Estimated Fee:</i></b>	<b><i>\$43,860.00</i></b>

The estimated schedule to having drafts of the various environmental documents is as follows:

- Visual Impact Assessment: 3-weeks from Notice to Proceed
- APE Map: 3-weeks from Notice to Proceed
- HRER/HPSR: Draft within 10 weeks of approved APE Map

Final documents will depend on Caltrans review times, number and level of comments received, and any subsequent draft resubmittals.

We look forward to continue working with you and the City on this project. Please feel free to contact me if you have any questions regarding our proposal.

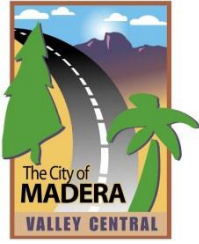
Sincerely,

GHD

A handwritten signature in blue ink, appearing to read "J. Weiland". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Joseph W. Weiland, P.E.  
Senior Manager

P8616PRL003 / JWW



## REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

**Council Meeting of:** October 7, 2020

**Agenda Number:** D-3

### **SUBJECT:**

Contract for the Construction of 2019-20 SB-1 (RMRA) Seals and Overlays, City Project No. R-77, to Improve Approximately 2 Miles of Roadway

### **RECOMMENDATION:**

Adopt a Resolution Approving the Contract Award for the 2019-20 SB-1 Road Maintenance and Rehabilitation Account (RMRA) Seals and Overlays, City Project No. R-77 (Project), in the Amount of \$861,323 to Avison Construction, Inc.

### **SUMMARY:**

On September 15, 2020 the City received five bids for the Project. Avison Construction, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Avison Construction, Inc.

Funds needed for the project are programmed in the overall Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2020/21.

### **DISCUSSION:**

The proposed Project consists of grinding asphalt concrete, removal of severely deteriorated sections of asphalt pavement, installation of pavement reinforcing fabric, paving with new asphalt concrete overlay, application of Type III Micro-surfacing, installation of ADA ramps, drive approaches, adjustment of existing manholes/utility covers to final grade, replacing traffic striping/markings, and installation of loop detectors. A map of said improvements is provided in Attachment 2 while the locations may generally be described as:

- Yosemite Avenue between Q and I Streets
- Road 28 ¼ between Pecan Avenue to Avenue 12 ¼
- Tozer St.; three locations

**BACKGROUND:**

The “Notice Inviting Bids” for the project was duly noticed in the Madera Tribune Newspaper on August 15 and August 22, 2020. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City’s website as well as to other contractors that regularly access EBidBoard’s website directly.

On September 15, 2020, the City received five responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security.

Separate bid schedules were provided in the bid documents to identify the funding source covering each segment as identified in Table 1 below. Bid Schedule A consists of grind and overlay of Yosemite Avenue and Tozer Street, while Bid Schedule B consists of installation of double micro surfacing along Road 28 ¼. Bid Alternate 1 consists of grind and overlay 28 ¼ in lieu of the double micro-surfacing. To identify the low bidder, bids were compared based on the Total Bid for Schedule A and B in written words. The bids received are listed in Table 1:

Bidder	Base Bid Schedule A (RMRA Fund)	Base Bid Schedule B (Measure T Fund)	Bid Alternate 1 (Measure T Fund)
1. Avison Construction, Inc.	\$782,274.00	\$79,049.00	\$211,905.00
2. Dave Christian Const. Co., Inc.	\$766,193.75	\$129,523.50	\$180,772.75
3. Asphalt Design by Juan Gomez	\$772,102.00	\$185,342.00	\$188,511.00
4. Emmett’s Excavation, Inc.	\$889,809.00	\$125,154.00	\$214,285.30
5. Cal Valley Construction	\$993,526.00	\$70,688.00	\$165,687.10
<i>City Engineer’s Opinion of Cost</i>	<i>\$916,877.50</i>	<i>\$95,079.50</i>	<i>\$223,365.00</i>

Avison Construction Inc. submitted the lowest, responsive and responsible bid that meets the contract requirements. The bid documents state that the ultimate scope of the project, as subsequently determined by the Engineer and available budget, may or may not include Bid Schedule B or Bid Alternate 1. The complete bid by Avison Construction, Inc. and recommendation for contract award is identified in Table 2.

<b>Table 2: Recommended Bid Award</b>			
<i>Bid Schedules and Alternates</i>	<i>Bid Proposal</i>	<i>Notes</i>	<i>Recommended Contract Award</i>
Base Bid Schedule A	\$782,274.00	Grind and overlay Yosemite Avenue and Tozer Street.	\$782,274.00
Base Bid Schedule B	\$79,049.00	Double micro-surfacing along Road 28 ¼.	\$79,049.00
Bid Alternate 1	\$211,905.00	Grind and overlay Road 28 ¼. This option is not recommended, development is expected to occur along 28 ¼ within the next 5 to 10 years, in which the road would be reconstructed.	
<b>Total:</b>			<b>\$861,323.00</b>

Add alternate 1 was provided as a price comparison between double micro surface versus grind and overlay along 28 ¼. The low bidder’s cost difference between double micro surfacing versus an overlay is \$144,316. Development is expected to occur along 28 ¼ within the next 5 to 10 years, in which the road would be reconstructed, and road improvements accomplished by this project will be removed. It is therefore staff’s recommendation to award the double micro-surfacing along Road 28 ¼. The double micro -surfacing will act as a stop gap measure until development occurs and reconstructs the roadway.

It is recommended that the Council award the contract to Avison Construction, Inc. in the amount of \$861,323.00 for the Project.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City’s General Fund. Funding for the project are programmed in the RMRA and Measure T – LTP Street Maintenance accounts. These funds are included in the City’s CIP Budget FY 2020/21.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

*Strategy 101.6:* Ensure infrastructure can sustain population growth in the development of the General Plan.

*Strategy 121:* Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**ALTERNATIVES:**

Potential alternatives to staff’s recommendation are to reject bids or modify scope.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Contract Agreement
2. Location Map

**ATTACHMENT 1**

Contract Award Resolution

RESOLUTION NO. 20-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE 2019-20 SB-1  
ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) SEALS  
AND OVERLAYS, CITY PROJECT NO. R-77, IN THE AMOUNT OF \$861,323.00  
TO AVISON CONSTRUCTION, INC. AND AUTHORIZING CONSTRUCTION  
CONTINGENCIES AND CONSTRUCTION MANAGEMENT SERVICES  
RELATING TO THE CONTRACT**

**WHEREAS**, on August 15 and August 22, 2020 the City of Madera (City) Engineering Department advertised a solicitation for bids for Construction of 2019-20 SB-1 (RMRA) Seals and Overlays, City Project No. R-77, hereinafter referred to as “the Project”; and

**WHEREAS**, five sealed bids were received on September 15, 2020, and opened by the City Engineer; and

**WHEREAS**, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2020/21.

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

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.
3. The City finds that Avison Construction, Inc. is the lowest responsible and responsive bidder.
4. The contract for the Project, in the Amount of \$861,323.00 to Avison Construction, Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to 15 percent as approved by the City Engineer.
6. Council authorizes funding of up to 10 percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.
7. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**EXHIBIT 1**

Contract Agreement

## AGREEMENT

**THIS AGREEMENT**, made this 7<sup>th</sup> day of October, 2020, between the City of Madera, hereinafter called "**OWNER**", and Avison Construction, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "2019-20 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-77"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$861,323.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid Proposal
- (D) Bid Bond
- (E) Agreement
- (F) Payment Bond
- (G) Performance Bond
- (H) Insurance Requirements for Contractors
- (I) General Conditions
- (J) Special Conditions
- (K) City of Madera Standard Specifications and Drawings
- (L) State Standard Plans and Specifications
- (M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**2019-20 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-77 dated AUGUST, 2020.**"
- (N) Addenda No. 1 dated 09/08/2020

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Thousand Dollars (\$4,000.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

#### 8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

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

##### A. Claims:

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

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

(3) Payment of an amount that is disputed by the Owner.

*B. The Claim Must Be Timely and in Writing:*

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

*C. Receipt of Claim by Owner:*

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

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

*D. City Council Approval:*

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

*E. Payment of Claim:*

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

*F. Meet and Confer:*

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

the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

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

*G. Filing a Government Code Written Claim Notice:*

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

*H. Owner's Failure to Respond to Claim:*

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

*I. Interest:*

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

J. Subcontractor Claims:

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

K. Filing of Action on Unresolved Claims:

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

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

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

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

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public

work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

Section 1777.5 provides, in part, as follows:

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

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

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

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

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

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

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

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

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil

fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 44-46 of the Contract Documents.

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

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Avison Construction, Inc.** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Avison Construction, Inc.**;
2. A failure by **Avison Construction, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Avison Construction, Inc.** to City.

In no event shall any payment by City or acceptance by **Avison Construction, Inc.** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Avison Construction, Inc.** the repayment to City of any funds disbursed to **Avison Construction, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Engineering Department  
428 E. Yosemite Avenue  
Madera, Ca 93638

To the Contractor **Avison Construction, Inc.**

Avison Construction, Inc.  
40434 Brickyard Drive  
Madera, CA 93636

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

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

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

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

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

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

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

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the

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

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

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

27. Assignment- Neither the **Avison Construction, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

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

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

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

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

**City of Madera**  
Herein Called OWNER

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

ATTEST:

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

**AVISON CONSTRUCTION INC.**

BY: \_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. No.

\_\_\_\_\_  
Contractor License Number

\_\_\_\_\_  
DIR Registration Number

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

**Acknowledgment**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_  
(insert name and title of officer)

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

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

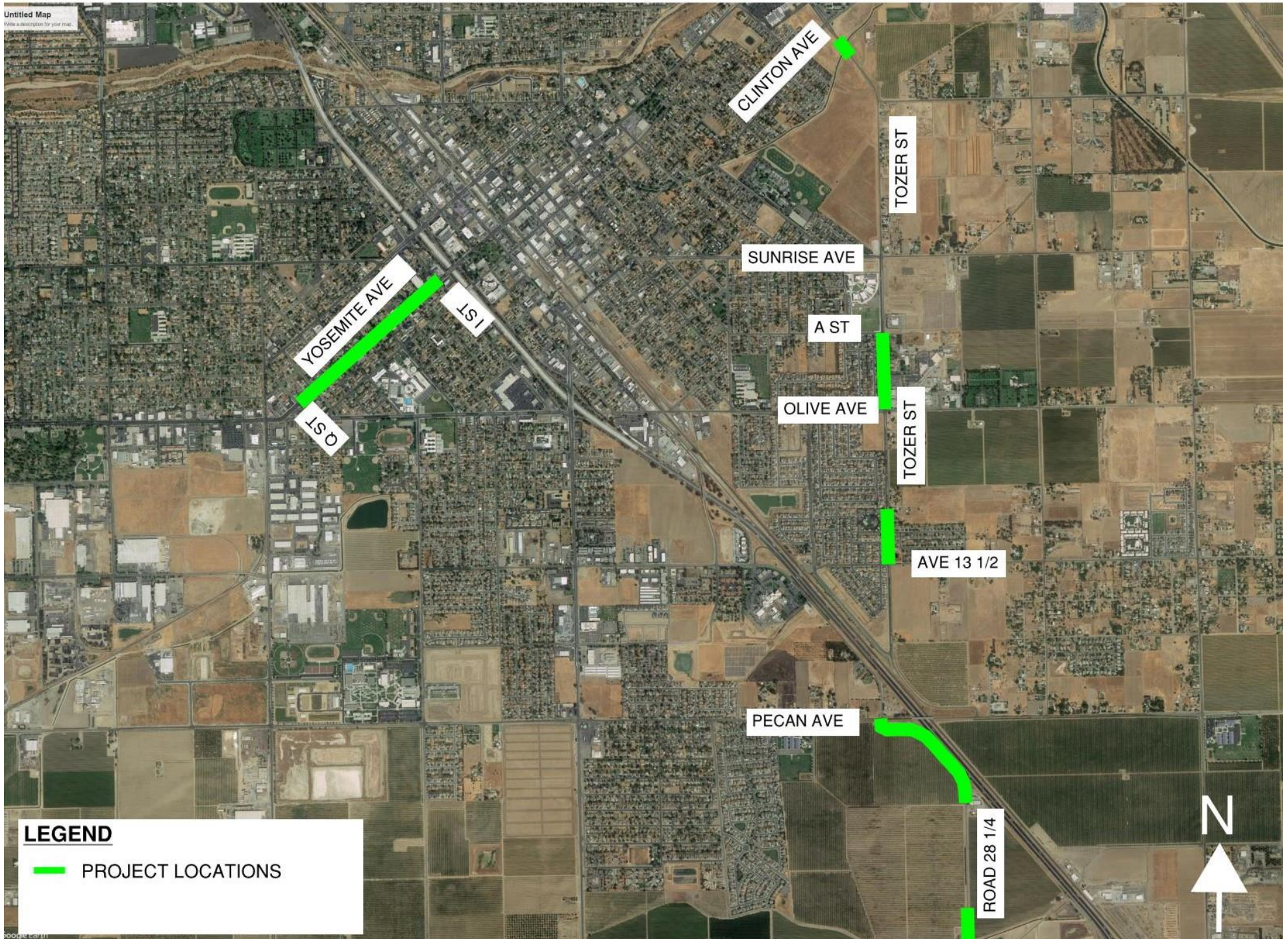
WITNESS my hand and official seal.

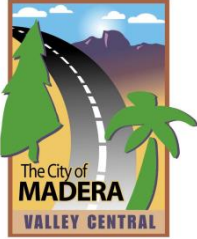
Signature \_\_\_\_\_ (Seal)

**ATTACHMENT 2**

Location Map

# LOCATION MAP





## REPORT TO CITY COUNCIL

**Approved by:**

*Keith Helmuth*

Keith Helmuth, City Engineer

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 7, 2020

**Agenda Number:** D-4

**SUBJECT:**

Identification of projects for Federal Transportation Funding under the Cycle 10 Call for Projects for the Highway Safety Improvement Program (HSIP)

**RECOMMENDATION:**

Adopt a resolution adopting the City's project list for the Cycle 10 HSIP Call for Projects which include improvements at four intersections

**SUMMARY:**

Staff is requesting authorization to submit grant applications for the current Caltrans Cycle 10 HSIP Call for Projects. Projects were selected based on a review of the City's roadway network and accident data. Recommended projects include pedestrian crossing improvements at:

- Granada Drive and Industrial Avenue
- L Street and Yosemite Avenue
- M Street and Yosemite Avenue
- N Streets and Yosemite Avenue

**DISCUSSION:**

On May 4, 2020, Caltrans released a call for projects to be funded by HSIP in its upcoming Cycle 10. A total of \$220 million in Federal funds are available with this Cycle. To be eligible, a minimum project cost of \$100,000 is required. Applications are due on October 19, 2020. The purpose of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. HSIP funds are eligible for work on any public road or publicly owned bicycle or pedestrian pathway or trail that improves safety for its users.

There are two application categories in this Cycle 10: Benefit Cost Ratio (BCR) and Funding Set-asides (SA). There are four set-asides:

- Guardrail Upgrades
- Pedestrian Crossing Enhancements
- Installing Edgelines and
- Set-aside for Tribes.

For Funding Set-aside applications, BCR calculation is not required.

It is the intent of the HSIP program that federal funds be expended on safety projects that can be designed and constructed expeditiously using the most cost-effective methods feasible. Projects that require significant amounts of right-of-way or extensive environmental review are not funded with this program as they cannot be delivered in a timely manner.

To establish a project list, the Engineering Department reviewed the City's roadway network and accident logs to identify areas with high rates of accidents or fatalities and evaluated appropriate Local Roadway Safety Manual (LRSM) countermeasures to determine improvements to reduce the likelihood of further collisions. Project selection for HSIP grants is a technical process which determines project eligibility based on the following variables: accident type, severity of accidents, project costs, countermeasure(s) applied, crash reduction factors and the expected "life" of the countermeasures selected. A benefit cost ratio (BCR) calculation based on these variables is performed using a formula provided in the grant application package to determine final eligibility for HSIP funding. A BCR score of 3.5 or greater is required to apply for funding.

The Engineering Department has reviewed several potential projects and propose to submit 2 new applications for the Cycle 10 Call for Projects. These projects include pedestrian crossings near the Granada Drive and Industrial Avenue intersection and along Yosemite between L Street and N Street.

Granada is classified as a Collector and currently there are no crosswalks or controlled intersections where pedestrians can cross to get to the Town and Country park. It is proposed with this project to install a crosswalk north of Industrial. A median island would be constructed midway to provide a refuge for pedestrians. Pedestrian activated Rectangular Rapid Flashing Beacons (RRFB's) would be installed north and south of the crossing to alert drivers of pedestrians in the crossing.

Yosemite Avenue is a four-lane arterial that separates students from Madera High School and Thomas Jefferson Middle School. This project is proposed to construct bulb-outs at the intersections of L, M, and N Streets to reduce the travel distance across Yosemite for pedestrians. Pedestrian activated RRFB's are also planned for these crossings.

Project applications are due October 19, 2020. It is expected the City would know the results within 3 to 4 months and successful projects can be programmed into the Federal Transportation Improvement Program (FTIP).

**FINANCIAL IMPACT:**

There is no fiscal impact to the City's General Fund. The City is obligated to provide a local funding match for each project that is successful. This funding will be provided from available transportation funding sources the City receives.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Strategy 121 – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera

**ALTERNATIVES:**

The Council may elect to adjust the priority listing, remove any of the projects from the list to be submitted for funding, or choose not to approve submitting any applications.

**ATTACHMENTS:**

1. Resolution  
Exhibit A – Project List

ATTACHMENT 1  
Resolution

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
APPROVING THE LIST OF PROJECTS FOR FEDERAL TRANSPORTATION  
FUNDING UNDER THE CYCLE 10 CALL FOR PROJECTS FOR THE HIGHWAY  
SAFETY IMPROVEMENT PROGRAM (HSIP) AND AUTHORIZING THE CITY  
ENGINEER TO SUBMIT PROJECT APPLICATIONS ON BEHALF OF THE CITY**

**WHEREAS**, The California Department of Transportation (Caltrans) has announced a Call for Projects for the Cycle 10 HSIP; and

**WHEREAS**, local matching funds will be provided by the City of Madera as required to receive HSIP funds; and

**WHEREAS**, Caltrans requested application packages for the proposed projects, outlining the intended uses for the HSIP funds for submittal by October 19, 2020; and

**WHEREAS**, a list of projects to be nominated for the Cycle 10 of the HSIP funds has been prepared and is attached hereto as Exhibit "A"; and

**WHEREAS**, Caltrans will review and prioritize the project applications for funding.

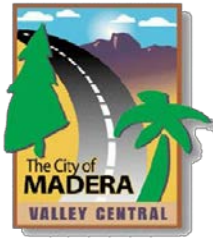
**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The project list for nomination for the Cycle 10 HSIP Call for Projects attached hereto and incorporated by reference as Exhibit "A" is approved.
3. The City Engineer is authorized to submit the project applications to Caltrans for review, prioritizing and funding approval.
4. This resolution is effective immediately.

\*\*\*\*\*

EXHIBIT A  
HSIP Project List

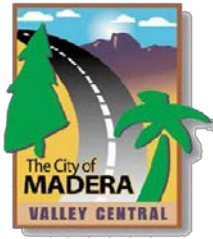
1. Granada Drive/Industrial Avenue Pedestrian Crossing
2. Yosemite – L Street to N Street Pedestrian Crossings



**Madera City Council Agenda 10/07/20**  
**Agenda Item E-1**

Retail Sales Tax Update (Report by Roger Sanchez)

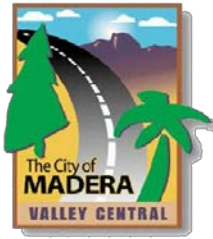
**There is no written report for this item.**



**Madera City Council Agenda 10/07/20**  
**Agenda Item E-2**

Cal Fire Update (Report by Matt Watson)

**There is no written report for this item.**



**Madera City Council Agenda 10/07/20**  
**Agenda Item E-3**

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

**There is no written report for this item.**