

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, July 2, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 851 7262 8461 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.



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<https://attend.wordly.ai/join/FTZJ-3396>

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<https://attend.wordly.ai/join/FTZJ-3396>

CALL TO ORDER:

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

INVOCATION: Pastor Joe Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS: None

PUBLIC COMMENT:

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

A. PUBLIC HEARINGS:

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

- Recommendation:**
1. Conduct the Public Hearing and Receive any Public Comments
 2. Adopt Resolution:
 - a. Confirming the diagram and assessments as set forth in said Engineer's Report for the Landscape and Lighting District of the City of Madera, as the same may be modified for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, and 51 of the City Wide Landscape and Lighting Assessment District; and
 - b. Levying the assessments as set forth in said report of the Engineer for Fiscal Year 2025/2026; and
 - c. Authorizing and directing the City Clerk to file the diagram and assessments with the Madera County Auditor's Office; and

- d. Authorizing the City Engineer in consultation with City Clerk and City Attorney to make any clerical corrections (Report by Keith Helmuth)

A-2 Public Hearing to Consider Declaration of Nuisances and Abatement Order for Overgrown Weeds

Recommendation: Conduct a Public Hearing and Adopt a Resolution Ordering the Abatement of Weed Nuisances in the City (Report by Giachino Chiaramonte)

A-3 Public Hearing Regarding Annexation No. 15 (Tract 24-S-02/TSM 2024-04, Colett – Martin Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

Recommendation:

- 1. Hold the Public Hearing; and
- 2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 15) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.; and
- 3. Conduct the Election of the Qualified Electors of Annexation No. 15; and
- 4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 15 to Community Facilities District No. 2005-1 (Public Services), Annexation No.15. (Report by Will Tackett)

A-4 Public Hearing Regarding Annexation No. 16 (Tract 24-S-01/TSM 2024-02, Adell Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

Recommendation:

- 1. Hold the Public Hearing; and
- 2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 16) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors; and
- 3. Conduct the Election of the Qualified Electors of Annexation No. 16; and
- 4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 16 to Community Facilities District No. 2005-1 (Public Services), Annexation No. 16. (Public Services) (Report by Will Tackett)

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 – June 18, 2025, June 25, 2025

Recommendation: Approve the City Council Minutes of June 18, 2025 and June 25, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for June 7, 2025 to June 20, 2025 (Report by Michael Lima)

B-3 Memorandum of Understanding (MOU) with the Madera Police Officers' Association (MPOA)

Recommendation: It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and the MPOA effective July 2, 2025, through June 30, 2027 (Report by Wendy Silva)

B-4 Memorandum of Understanding (MOU) with Law Enforcement Mid Management (LEMM)

Recommendation: It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and LEMM effective July 2, 2025 through June 30, 2027 (Report by Wendy Silva)

B-5 Standard Terms and Conditions for Employment Agreements of Unrepresented Department Head Positions

Recommendation: It is recommended the City Council adopt a resolution approving revised Standard Terms and Conditions for Employment Agreements of Unrepresented Department Head Positions (Report by Wendy Silva)

B-6 Easement Deed from Jose Diaz Contreras and Gabino Diaz Hernandez for Sidewalk Improvements at 416 Amerine Avenue for City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving an Agreement for Purchase of an Easement at 416 Amerine Avenue (APN 009-071-024) (Report by Keith Helmuth)

B-7 Abandoned Vehicle Abatement Program

Recommendation: Adopt a Resolution Authorizing a ten-year extension of the Joint Powers Agreement for the Abandoned Vehicle Abatement Program through October 31, 2035, and extension of the service fee (Report by Giachino Chiaramonte)

B-8 Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2025/26

Recommendation: Adopt a Resolution Approving the Applications for TDA – LTF and STA Funds for Fiscal Year (FY) 2025/26 and Authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

B-9 Water/Wastewater/Storm Drain Critical Infrastructure Information (CII) Contractor/Consultant Non-Disclosure Agreement with K&B Electric LLC

Recommendation: Adopt a Minute Order Approving Non-Disclosure Agreement to Allow for Design Work to be Completed for Potential Fiber-Optic Services (Report by Keith Helmuth)

B-10 Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for Fire Service Operations (updated Schedule A Agreement)

Recommendation: Adopt a Resolution approving an updated Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for \$7,045,082 (Report by Justin Macomb)

C. WORKSHOP: None

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

D-1 Consultant Services Agreement with Westwood Professional Services, Inc., for Tozer Park Design and Engineering Services

Recommendation: Adopt a Resolution Awarding a Consultant Services Agreement with Westwood Professional Services, Inc. (Westwood) under Request for Qualifications (RFQ) 202425-28 for Design & Engineering Services in the amount of \$171,205 (Report by Joseph Hebert)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

FUTURE MEETING DATES:

- Wednesday, July 16, 2025
- Wednesday, August 20, 2025

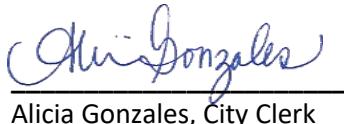
ADJOURNMENT:

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

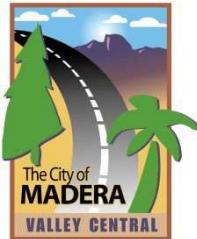
appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for July 2, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 5:45 p.m. on June 26, 2025.



Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025**Agenda Number:** A-1**SUBJECT:**

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

RECOMMENDATION:

1. Conduct the public hearing and receive any public comments.
2. Adopt Resolution:
 - a. Confirming the diagram and assessments as set forth in said Engineer's Report for the Landscape and Lighting District of the City of Madera, as the same may be modified for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, and 51 of the City Wide Landscape and Lighting Assessment District; and
 - b. Levying the assessments as set forth in said report of the Engineer for Fiscal Year 2025/2026; and
 - c. Authorizing and directing the City Clerk to file the diagram and assessments with the Madera County Auditor's Office; and
 - d. Authorizing the City Engineer in consultation with City Clerk and City Attorney to make any clerical corrections.

SUMMARY:

State law (Sections 22620-22631 of the Streets and Highway Code) requires the City to undertake proceedings for each Fiscal Year during which an assessment is to be levied and collected within its existing landscape assessment district. There are 80 active Landscape Maintenance District (LMD) Zones of Benefit within the City-Wide Landscape and Lighting District. A zone location map is attached as Attachment 1.

On May 21, 2025, the Council adopted

- Resolution 25-96 ordering the City Engineer to prepare and file the Engineer's Report for City Wide Landscape and Lighting Assessment District Zones of Benefit for Fiscal Year (FY) 2025/26
- Resolution 25-97, a Resolution of Intention to Levy and Collect Annual Assessment for City Wide Landscape and Lighting Assessment District Zones of Benefit and setting tonight, July 2, 2025, as the date for a public hearing where affected residents may be heard on the recommendation to Levy and Collect Annual Assessments.

As required by the Landscape and Lighting Act of 1972, a 10 Day Notice of Public Hearing was published in the Madera Tribune. Following the public hearing, the Council may order changes in any of the matters addressed in the Engineer's Report subject to such changes not exceeding existing limits.

DISCUSSION:

Parks Department staff is responsible for the budgeting and maintenance of 80 LMD zones created by the city, with each zone created in different years, based on development. The assessments presented in this year's Engineer's Report reflect staff's recommendation based not only on prior Council direction (Attachment 2), but also several controlling factors that include:

1. Staff's experience in maintaining and managing each of the 80 zones.
2. The amount of revenue generated relative to maintenance costs in each zone.
3. Staff's approach to maintenance and management moving forward.

Engineer's Report Modification

It should be noted that in the Engineer's Report that was submitted as part of the first meeting of this process pages for individual zone expenses had the incorrect fiscal year listed. However, the title pages and all advertisements have specifically stated this process is part of the 2025/26 Engineer's Report. These pages have been modified in the copy on file with the City Clerk, no dollar amounts have changed.

FISCAL IMPACT:

The FY 2025/26 Adopted Budget shows a \$1,007 subsidy from the General Fund to the specific LMD zone accounts. However, staff believes this figure understates the level of General Fund support to the LMDs, as certain periodic costs associated with the LMDs are not fully captured

in the current LMD budget line items. Based on historical spending patterns and estimates for all related LMD zone expenses, staff estimates that the implicit subsidy for FY 2025/26 is approximately \$69,000. Staff is confident that subsidies to the LMDs will increase in future fiscal years to align more closely with the full scope of support currently being provided, as the gap between ongoing expenses and ongoing revenues continues to grow.

ALTERNATIVES:

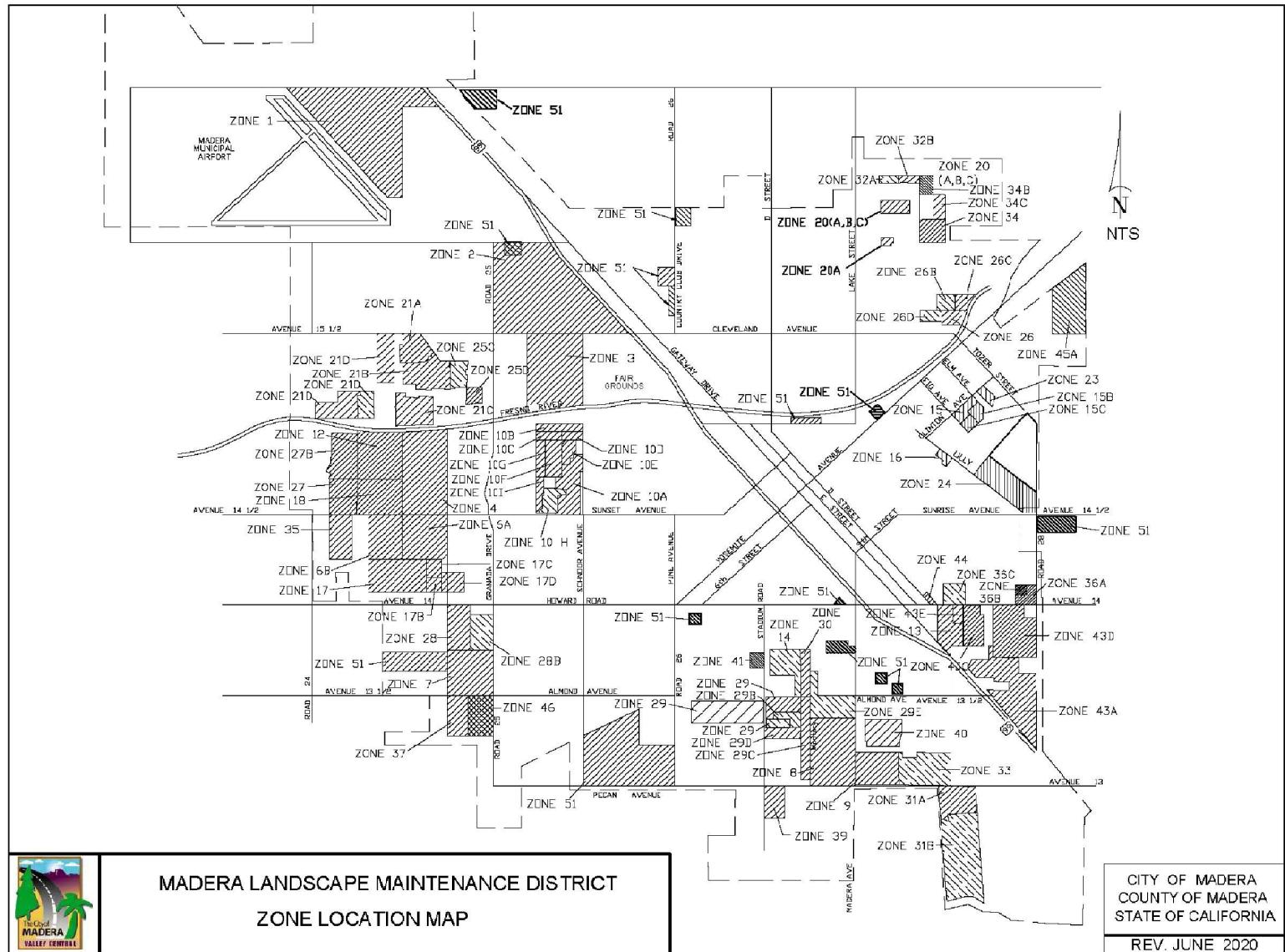
Adjust individual or multiple Zones – Adjustments may raise or lower the assessment of a given zone, when permitted by covenants of individual zones, affecting current and future assessment amounts, depending on factors relative to each individual zone.

ATTACHMENTS:

1. LMD Map
2. LMD Cost Assessment Factors
3. Resolution

Attachment 1

LMD Map



Attachment 2

LMD Cost Assessment Factors

- *Use of Fund Balance.* Beginning in Fiscal Year (FY) 2012/2013, an analysis of available fund balances in many Zones indicated that assessments could be temporarily reduced or eliminated in those Zones while the fund balances were brought down to appropriate levels which better approximated actual expenses. In some cases, these reductions still need to continue. In others, the fund balances have been reduced appropriately, and the assessments have previously been or will be reset at a level where they equal expenses.
- *Unsuccessful Assessment Increase.* Where Proposition 218 hearings fail to increase assessments, Parks has previously attempted to reduce the level of maintenance to a point commensurate with available funding. *At present, the cost of landscaping exceeds the amount of revenue generated in many zones.*
- *Tree Trimming.* Where funding is available, one-fourth of the trees in a Zone are trimmed annually. For those Zones that did not approve increases to assessments, tree trimming represents the first maintenance item to be removed; the assumption being that trees represented less of a visual impact than un-mowed grass or un-trimmed bushes. *At present, tree trimming does not appear to have been curtailed to match funding levels.*
- *Water Usage Costs.* The water usage fee is included in the recommended Engineer's Report based on the square footage of landscaping within each Zone. As previously noted, this fee will transition to a metered cost in all Zones as meters continue to be installed at the various water service locations. A review of the current utility charges shows that 17 Zones of the total 80 have some form of metering. The status of the 63 remaining Zones is unknown at present. Continuation of these installations is expected to be complete in the next 12 to 18 months as part of an upcoming Capital Improvement Project.
- *Reserve for Cash Flow.* This reserve may be held per Section 22569 of the Streets and Highways Code. The maximum amount (accrual) and defined target for the Zones is equivalent to the estimated costs of maintaining the Zones between July 1 and December 10. The maximum amount would be accrued over the course of as much as 5 years to reduce the magnitude of recommended assessment increases when they do occur. Prior to this reserve going below zero in any given year, Proposition 218 Hearings should be implemented to increase assessments.

Attachment 3

Resolution

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
CONFIRMING THE DIAGRAM AND ASSESSMENTS AND ORDERING THE
ANNUAL LEVY AND COLLECTION FOR ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-
B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14,
15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B,
21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29,
29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35,
36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50,
AND 51 OF THE CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT
DISTRICT FOR FISCAL YEAR 2025/2026**

WHEREAS, the City Council has heretofore, provided for the formation of a City-Wide Assessment District pursuant to the Landscape and Lighting Act of 1972 (LLMD Law) and provided for the inclusion of Zones of Benefit into said District; and

WHEREAS, pursuant to the LLMD Law the City Council adopted Resolution No. 25-97 (the Resolution of Intention) on May 21, 2025, to initiate the process for approving annual assessments for certain Zones of Benefit.; and

WHEREAS, pursuant to Section 22624 of the Streets and Highways Code of the State of California, the City Council of the City of Madera has reviewed the report of the City Engineer relative to the levy and collection of assessments under the Landscaping and Lighting Act of 1972 for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 and 51 of the Landscape and Lighting Assessment District of the City of Madera for the Fiscal Year 2025/2026; and

WHEREAS, the City Engineer has prepared an Engineer's Report which has been filed with the office of the City Clerk for submission to the City Council, setting forth a full and detailed description of the improvements, the boundaries of the assessment district, the Zones of Benefit therein and the proposed assessments upon assessable lots and parcels of land within the District to which reference is hereby made for full particulars. The Engineer's Report may also be accessed on the following link: <https://www.madera.gov/wp-content/uploads/2025/06/2025-26-LMD-Engineers-Report-Corrected.pdf>. The boundaries of the Zones of Benefit within the City-Wide Assessment District and the improvements therein are as generally described in the Engineer's Report; and

WHEREAS, the City Council approved the City Engineer's Report on May 21, 2025, with the adoption of the Resolution of Intention; and

WHEREAS, pursuant to Streets and Highway Code Section 22630, the City Council may order changes in any matters provided in the City Engineer's Report; and

WHEREAS, the Resolution of Intention set the public hearing on the annual assessments for July 2, 2025, at 6:00 p.m. in the City Council Chambers of the City of Madera; and

WHEREAS, notice of the public hearing for annual assessments has been published in accordance with Streets and Highways Code Section 22626 (a); and

WHEREAS, on July 2, 2025, in the City Council Chambers at 205 W. 4th Street, the City Council held a public hearing regarding the levy of the annual assessments and heard and received all objections and protests to the assessments and other testimony; and

WHEREAS, at the conclusion of the hearing and in accordance with Government Code Section 53753, the City Clerk determined that insufficient written protests were presented to prevent the levy of annual assessments; and

WHEREAS, the territory within Zones of Benefit will benefit from the improvements, service, maintenance, and activities described in the Engineer's Report; and

WHEREAS, adjustments to assessments reflect the increasing costs of landscaping, administrative overhead, and the goal of a 5-year fund balance that attempts to maintain a steady fund balance; and

WHEREAS, all actions and proceedings described in the foregoing Recitals were undertaken and completed as required by the LLMD Law.

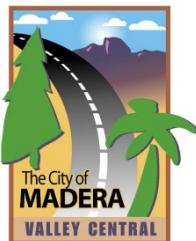
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council hereby confirms the diagram and assessments as set forth in the report of the City Engineer for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, and 51 of the Landscape and Lighting District of the City

of Madera, as the same may be modified, and orders the levy of the assessments as set forth in said Engineer's Report for Fiscal Year 2025/2026.

3. As there is no majority protest, the City Council hereby directs that the annual assessments for those Zones of Benefit as set forth in the recitals above are approved.
4. The Landscape and Lighting District Zones of Benefit which generally include but are not limited to park strip and median landscaping are in general conformity to those originally formed and no changes have been made or are proposed to the existing improvements as part of this action.
5. Pursuant to California Streets and Highways Code Section 22641, the City Clerk is authorized and directed to forthwith file the diagram and assessments with the Auditor of Madera County.
6. The City Engineer with concurrence of City Clerk and City Attorney is authorized to make clerical corrections.
7. The assessments authorized under this resolution are exempt from CEQA under California Public Resources Code Section 21080(b)(8).
8. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: A-2

SUBJECT:

Public Hearing to Consider Declaration of Nuisances and Abatement Order for Overgrown Weeds

RECOMMENDATION:

Conduct a Public Hearing and adopt a Resolution ordering the abatement of weed nuisances in the City

SUMMARY:

The City's weed abatement program addresses safety issues related to overgrown weeds by administering and enforcing a schedule for removal. Each spring, owners of vacant parcels are notified of their responsibility to remove overgrown weeds promptly. This program plays a crucial role in maintaining the City's health and safety by mitigating the spread of potential fires and by enhancing the community's aesthetic appeal.

Staff has surveyed the City and compiled an inventory of vacant lots that contain overgrown weeds. Upon initial inspection, 375 properties were found in violation. On April 28, 2025, notices of violation were sent to property owners, requiring them to remove weeds and dead vegetation. Of those properties, 26 remain in violation. Staff is seeking the City Council's (Council) authorization to abate the properties remaining in violation of the City's Weed Abatement Ordinance.

DISCUSSION:

Weed and grass growth are considered light and flashy fuels, the first to dry out and cause an increased risk of fire. These light and flashy fuels are dangerously susceptible to ignition sources. Firebrands, which are tiny pieces of brush or trees actively burning, can travel and ignite islands of fuel.

The attachment, referred to as Exhibit A, provides a list of the 26 parcels that remain in violation of the Madera Municipal Code Title III, Chapter 3-15. As required by City Code, property owners were notified by first class mail of the proposed weed abatement action and scheduled hearing. Additionally, a notice of the public hearing was published by the City Clerk as required by law.

The City is entitled to cost recovery of all fees incurred for the weed abatement services. Fees would be recovered through a special assessment of the owner's property taxes, which is considered a lien on the property. The steps necessary to apply the special assessment require a Public Hearing and Council approval. If required, staff will begin the lien process during a future Council meeting.

FINANCIAL IMPACT:

Initially, the City will incur all costs related to nuisance removal. As previously stated, the total cost may be recovered through the lien process provided Council approval. It is worth noting that staff anticipates costs to be relatively low as the City's cost related to weed abatement for last year's cleanup was \$3,875.

ALTERNATIVES:

Council may elect to not approve the resolution; however, the overgrown weeds creating a fire and safety hazard at the 26 properties would remain. Additionally, the properties would continue to be in violation of the Municipal Code.

ATTACHMENTS:

1. Resolution
2. Exhibit A, including maps and photos of subject parcels

RESOLUTION NO. 25-_____

**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**

WHEREAS, on January 7, 2015, the City Council adopted Ordinance 913 C.S. enacting weed abatement regulations and declaring weeds, dirt, brush rubbish, and rank growth to be a nuisance (Madera Municipal Code Title III, Chapter 3-15); and

WHEREAS, the parcels of land, attached as Exhibit A, have been inspected and were found to be in violation of the Madera Municipal Code § 3-15.01; and

WHEREAS, the properties in violation of the Municipal Code were issued administrative citations by the City; and

WHEREAS, each property owner was sent at least one Notice of Violation by mail of the proposed weed abatement action on the respective owner's property and advised of the date and time for a Public Hearing on the matter; and

WHEREAS, notwithstanding the same and the passage of in excess of 45 days, corrections for violations have not been made for the properties identified in Exhibit A; and

WHEREAS, the City Administrator, or designee, then filed a report and assessment list on abatement of weeds, dirt, brush, rubbish and rank growth with the City Clerk and a copy was posted at the entrance to the City Hall, 205 W. 4th St., Madera, California, at least 10 days in advance of the hearing; and

WHEREAS, the report and assessment list was presented to the City Council in the Council Chambers of the City Hall for consideration and confirmation, and any and all persons interested, having any objections to said report or list, or to any matter or item contained therein, had the opportunity to appear at said time and place and be heard as part of a public hearing on July 2, 2025; and

WHEREAS, the City Council now desires to make findings on the matter; acquire jurisdiction to perform the work of abating the nuisance by the destruction or removal of the weeds, dirt, brush, rubbish, or rank growths and authorize the City Administrator, or his or her designee, to conduct such abatement; and to direct the City Administrator to return to the City Council to recover the costs of abatement and assessments, including any penalties.

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

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

2. Findings: The City Council finds that at the time and place stated in the most recent Notice of Violation, the City Council has heard and considered any and/or all objections of the proposed abatement of the nuisance. After conducting the public hearing, the Council finds the City has followed all procedures required under Title III, Chapter 15 of the Madera Municipal Code and further finds as follows:
 - a. Property owners listed on Exhibit A have been duly noticed by Notice of Violation Declaring Public Nuisance which included a description of the property, description of violations, date for correction, and of this public hearing, and that City Council may authorize abatement at the sole cost of property owner for failure to correct.
 - b. The non-compliant properties constitute a public nuisance.
 - c. The City has acquired jurisdiction to perform the work of abating the nuisance by the destruction or removal of the weeds, dirt, brush, rubbish, or rank growths and authorize the City Administrator, or designee, to conduct such abatement.
3. Abatement: The City Administrator or designee is authorized to abate the nuisance on the properties identified in Exhibit A. Prior to performing any abatement, the City Administrator shall provide to the property owner as contemplated by Municipal Code Section 3-15.06(E) or (F). Thereafter, the City Administrator or designee is authorized to abate the nuisance or cause it to be abated by having the weeds, dirt, brush, rubbish or rank growth destroyed or removed. No person shall interfere with the entry of the City Administrator or designee acting in the official course and scope of their duties. The City Administrator shall keep an account of the cost of abating the nuisance of weeds, dirt, brush, rubbish, or rank growths ordered to be abated upon each separate lot or property, and the abutting half of the street in front, sidewalk(s) and any adjacent alley.
4. Effective Date: This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

Location	APN	Property Owner	Case Number
1013 East Yosemite Avenue	007-141-002	Tapia Monica	25M-04079
323 Fig Street	008-062-003	Gregory Curtis Franklin	25M-04080
Vacant Parcel 011-112-009	011-112-009	Vazquez Carlos A (TE)/Leon Laura (TE)	25M-04111
705 South B Street	011-123-015	Dolores Garcia	25M-04101
876 East Olive Avenue	011-300-011	Alwareeth Ibrahim	25M-04104
Vacant Parcel 003-210-030	003-210-030	Campbell Edward E Sr (TE)	25M-04096
345 W Clark St	003-250-015	AMT Housing LLC	25M-03953
1535 Fairview St	003-260-035	Baird Cheryl L (TE)	25M-03944
Vacant Parcel 004-101-016	004-101-016	Pedro Valencia	25M-04097
1218 East Cleveland Avenue	005-180-001	Wright Ron	25M-04103
26126 Ellis Street	038-070-020	DGN13 LLC	25M-04071
Vacant Parcel 009-440-007	009-440-007	David (TE) & Connie (TE) Sanchez	25M-03950
Vacant Parcel 009-490-055	009-490-055	Villa St Claire LLC	25M-03951
Vacant Parcel 013-200-011	013-200-011	Mc Intyre Edward J/MC Intyre Gail	25M-04075
Vacant Parcel 013-200-015	013-200-015	McIntyre Edward J/McIntyre Gail	25M-04076
2310 North Schnoor Avenue	013-230-005	Schnoor LLC	25M-04070
100 East Almond Avenue	012-133-028	Shebelut Wilma M	25M-04108
Vacant Parcel 012-253-001	012-253-001	Pestorich Holdings LLC	25M-04035
1007 Emily Way	012-253-002	Rai 1999 Family LTD PTP	25M-04036
Vacant Parcel 012-260-002	012-260-002	Dellavalle Eugene A Jr (TE)/Dellavalle Lois M (TE)	25M-04098
1004 Barnett Way	012-270-001	Rai 1999 Family LTD PTP	25M-04042
1034 Barnett Way	012-270-002	Rai 1999 Family LTD PTP	25M-04099
1221 East Gary Lane	012-300-008	Dellavalle Eugene A Jr (TE)/Dellavalle Lois M (TE)	25M-04043
1321 East Gary Lane	012-300-009	Dellavalle Eugene A Jr (TE)/Dellavalle Lois M (TE)	25M-04044
1401 East Gary Lane	012-300-010	Dellavalle Eugene A Jr (TE)/Dellavalle Lois M (TE)	25M-04045
Vacant Parcel 012-390-015	012-390-015	Monasaria LLC	25M-04107

1013 East Yosemite Avenue

007-141-002



323 Fig Street

008-062-003



Vacant Parcel (No Address)

011-112-009



06/19/2025



705 South B Street
011-123-015



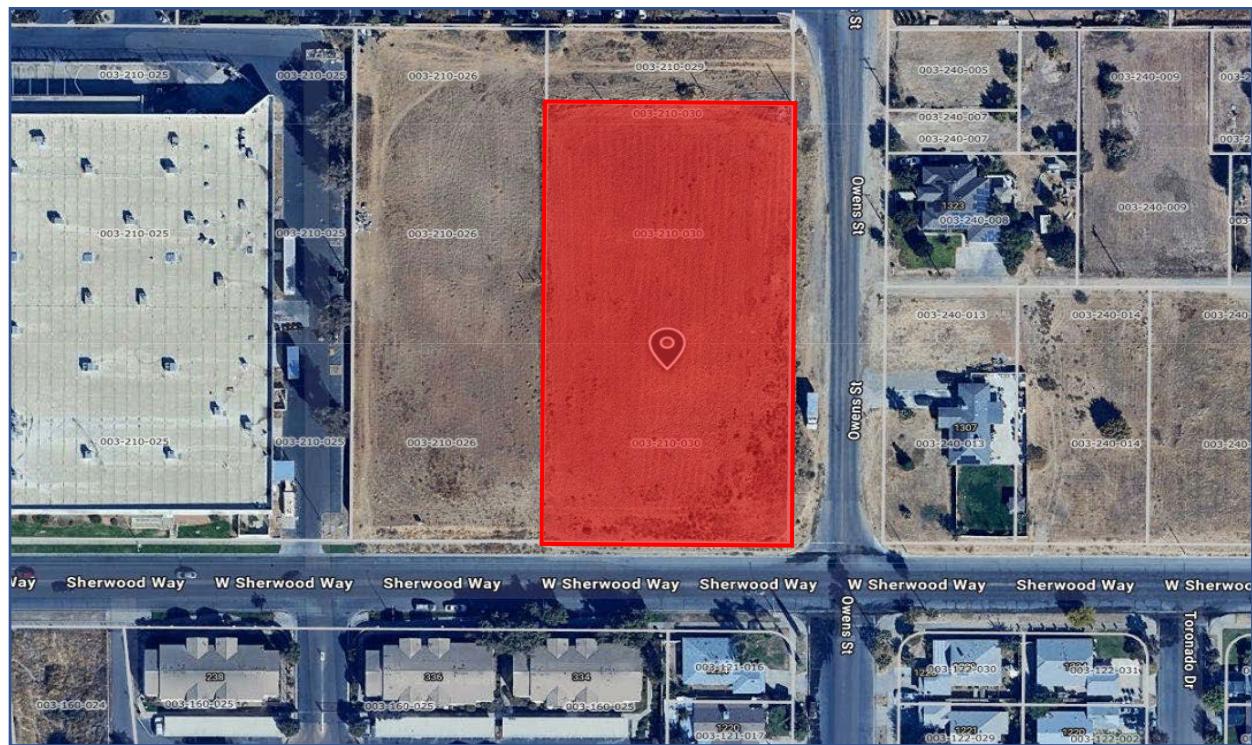
876 East Olive Avenue

011-300-011



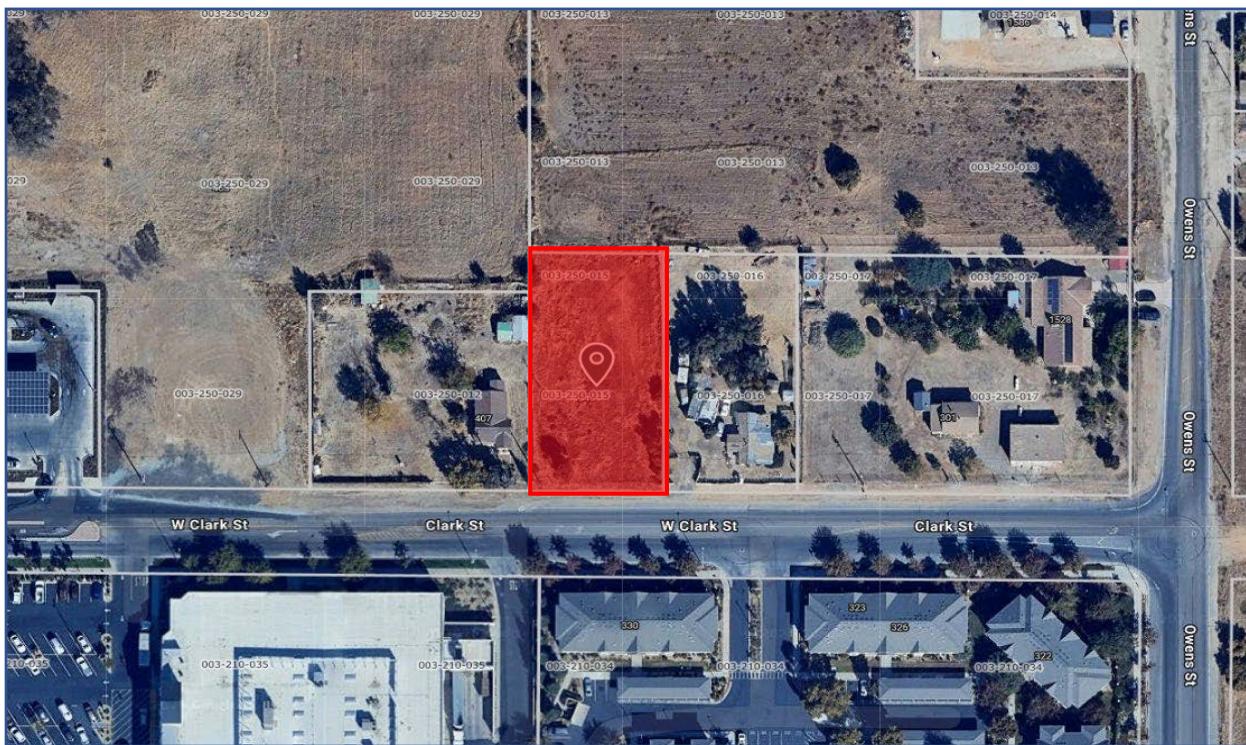
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003-210-030



345 West Clark Street

003-250-015



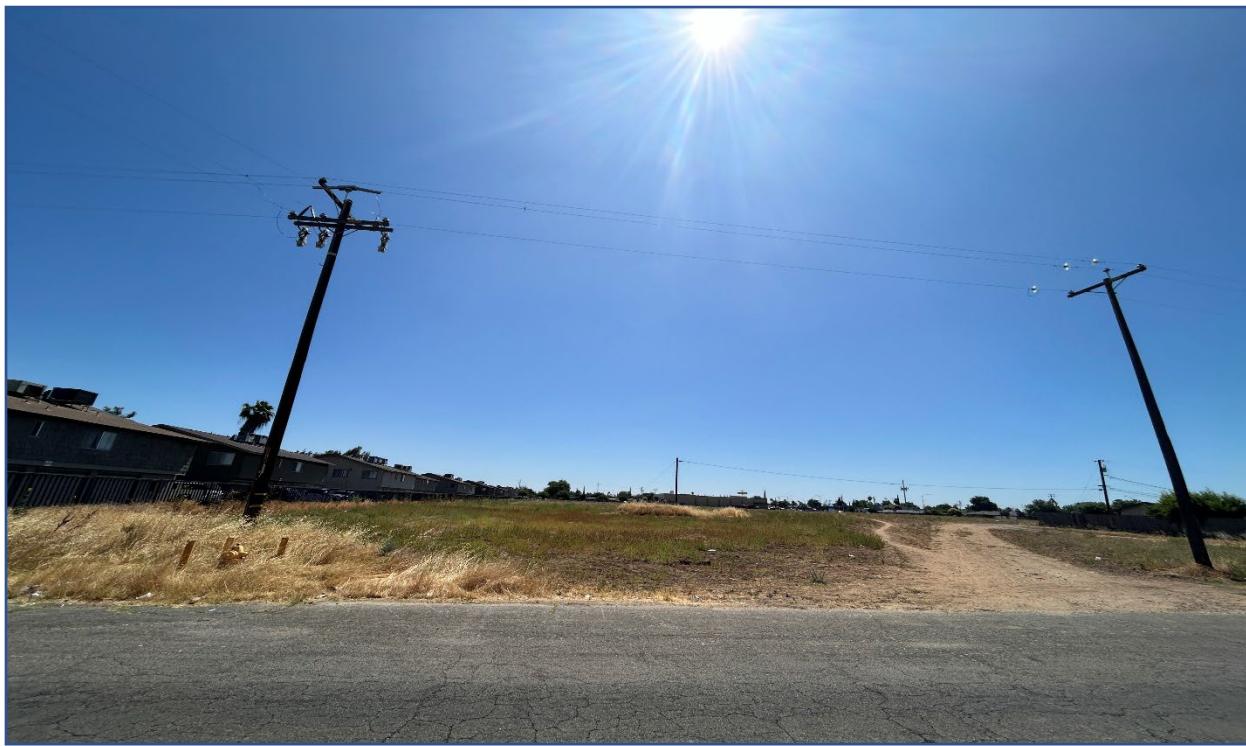
1535 Fairview Street

003-260-035



Vacant Parcel (No Address)

004-101-016

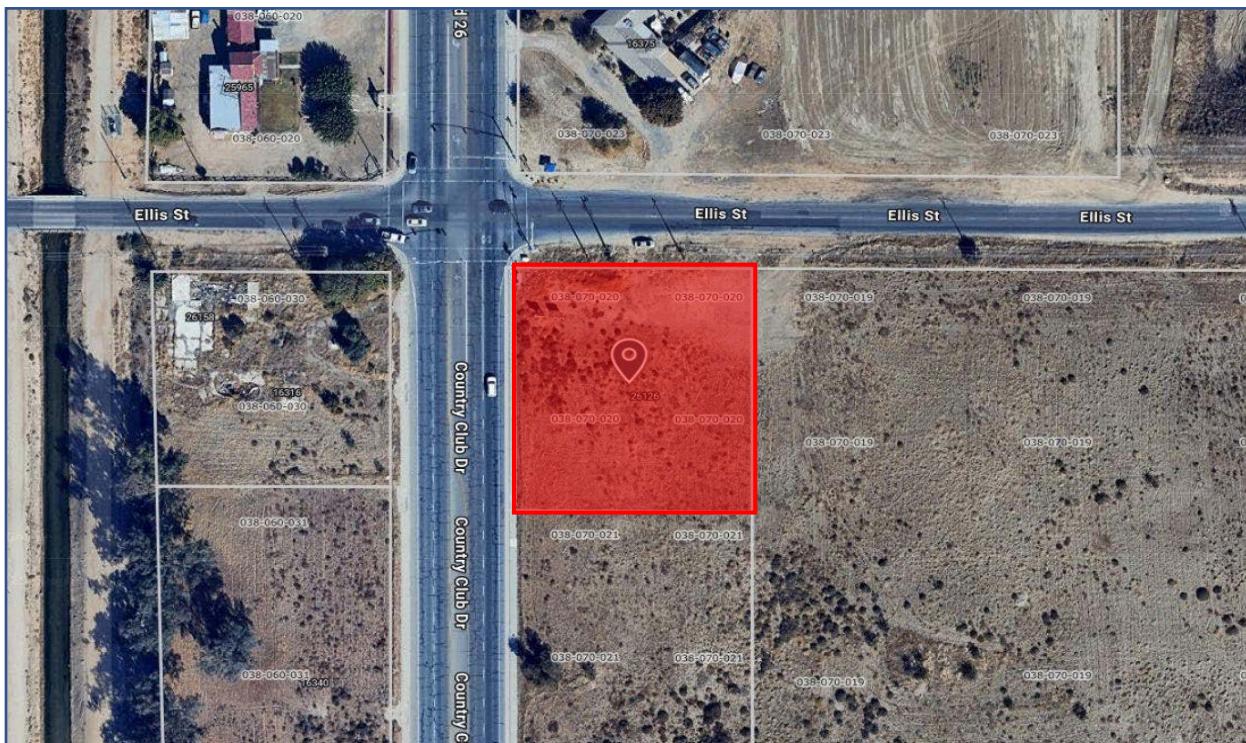


1218 East Cleveland Avenue
005-180-001



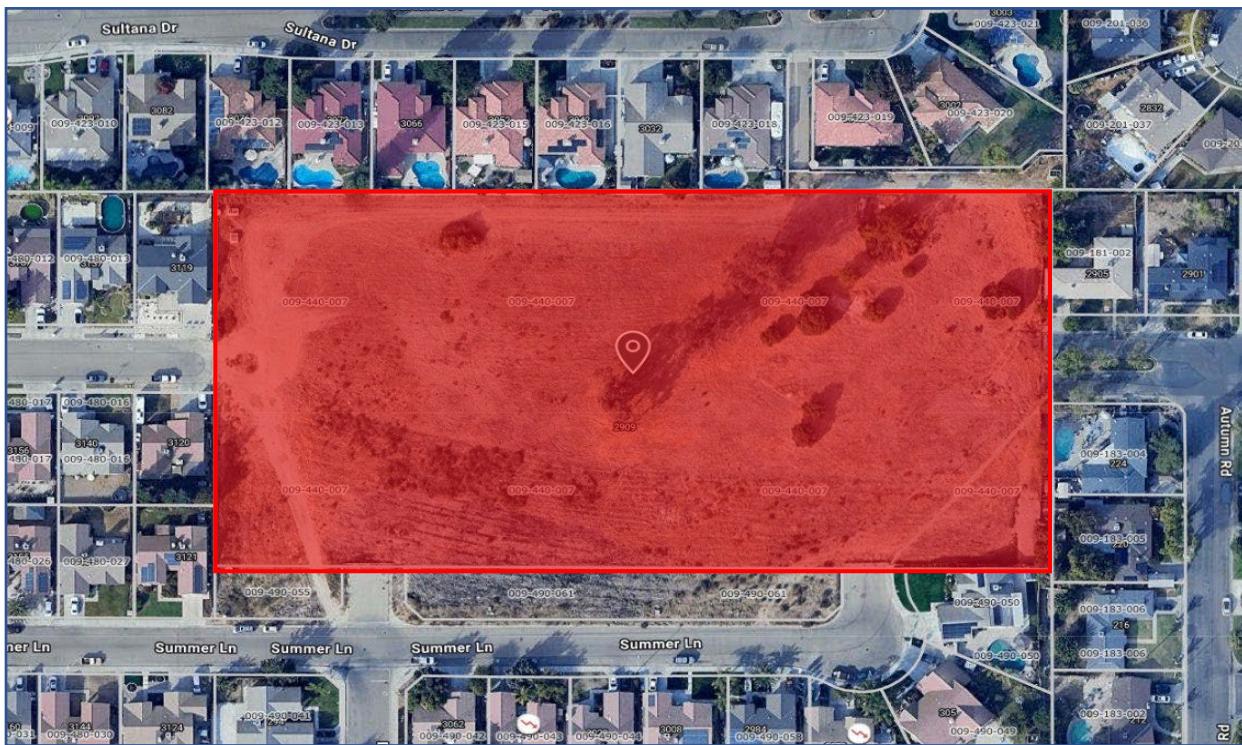
26126 Ellis Street

038-070-020



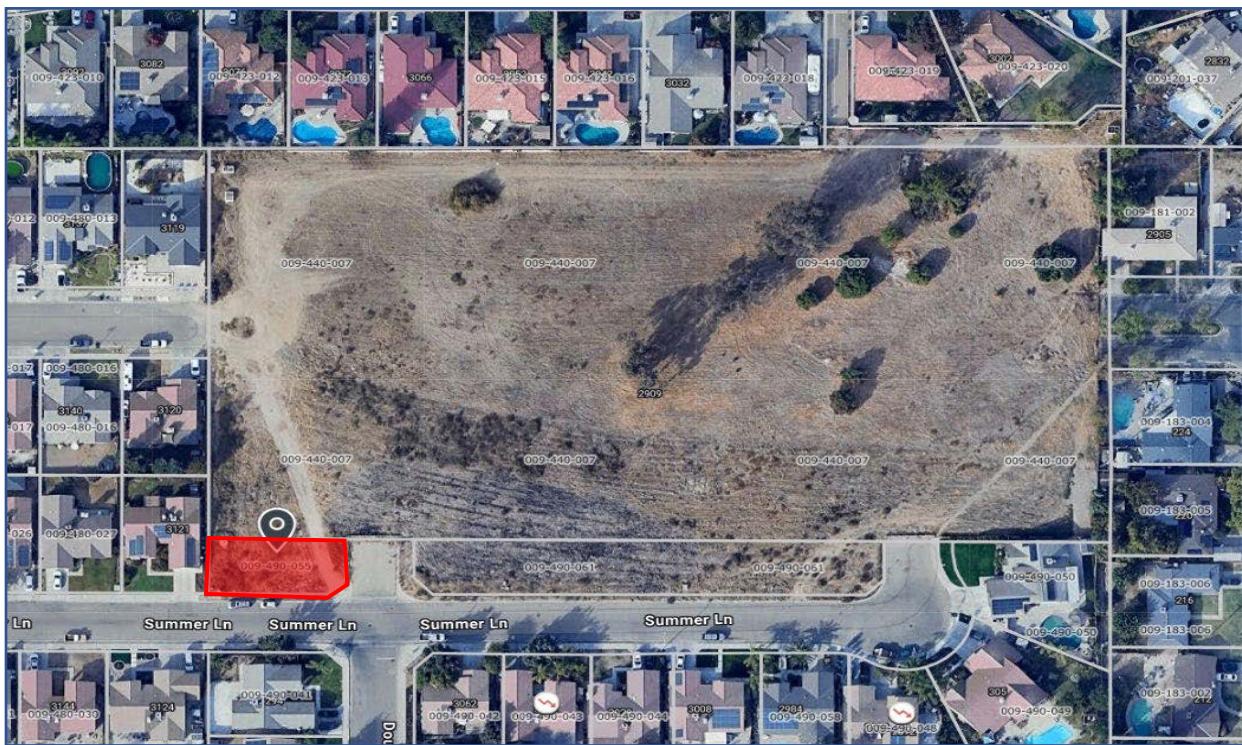
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009-440-007



Vacant Parcel (No Address)

009-490-055



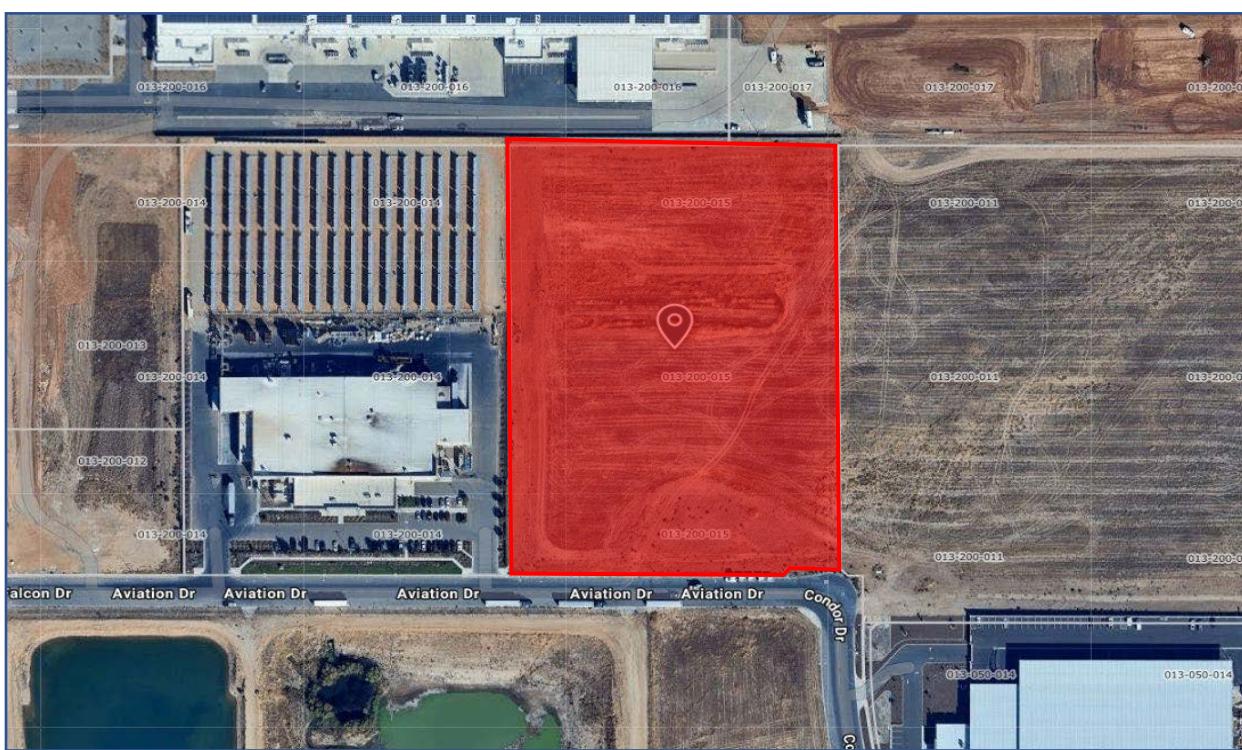
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013-200-011

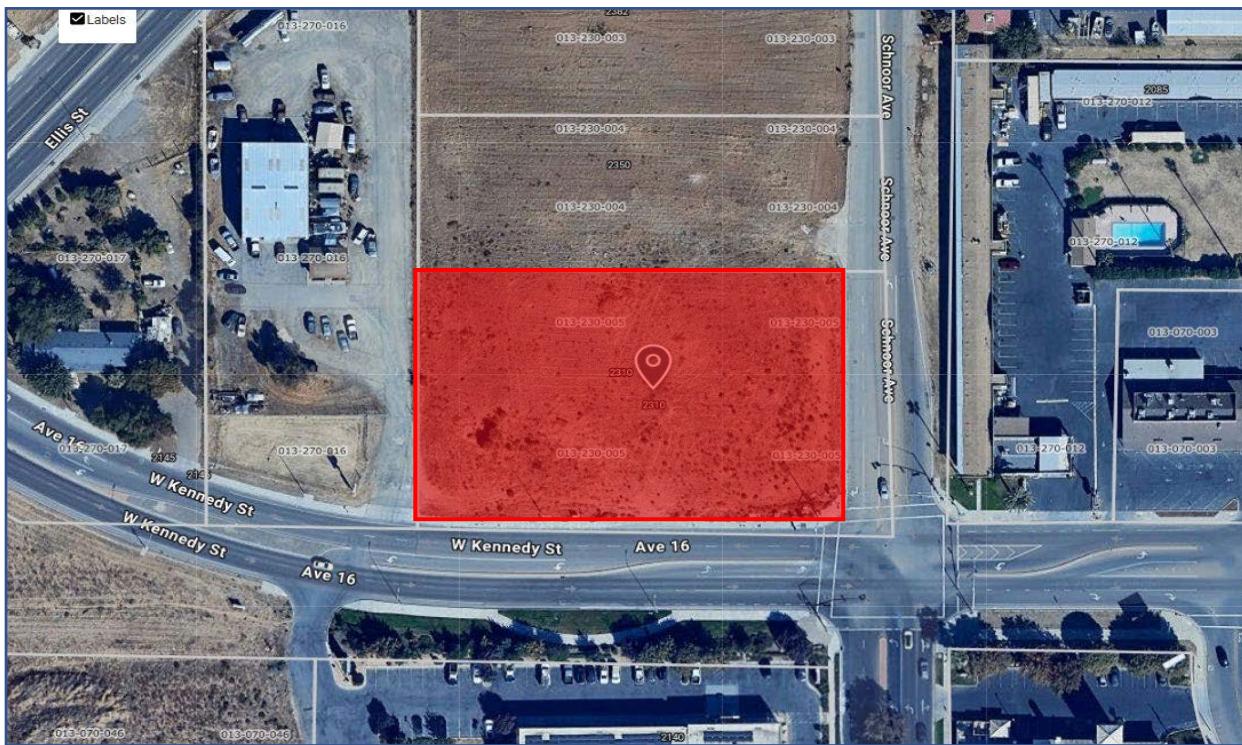


Vacant Parcel (No Address)

013-200-015



2310 North Schnoor Avenue
013-230-005

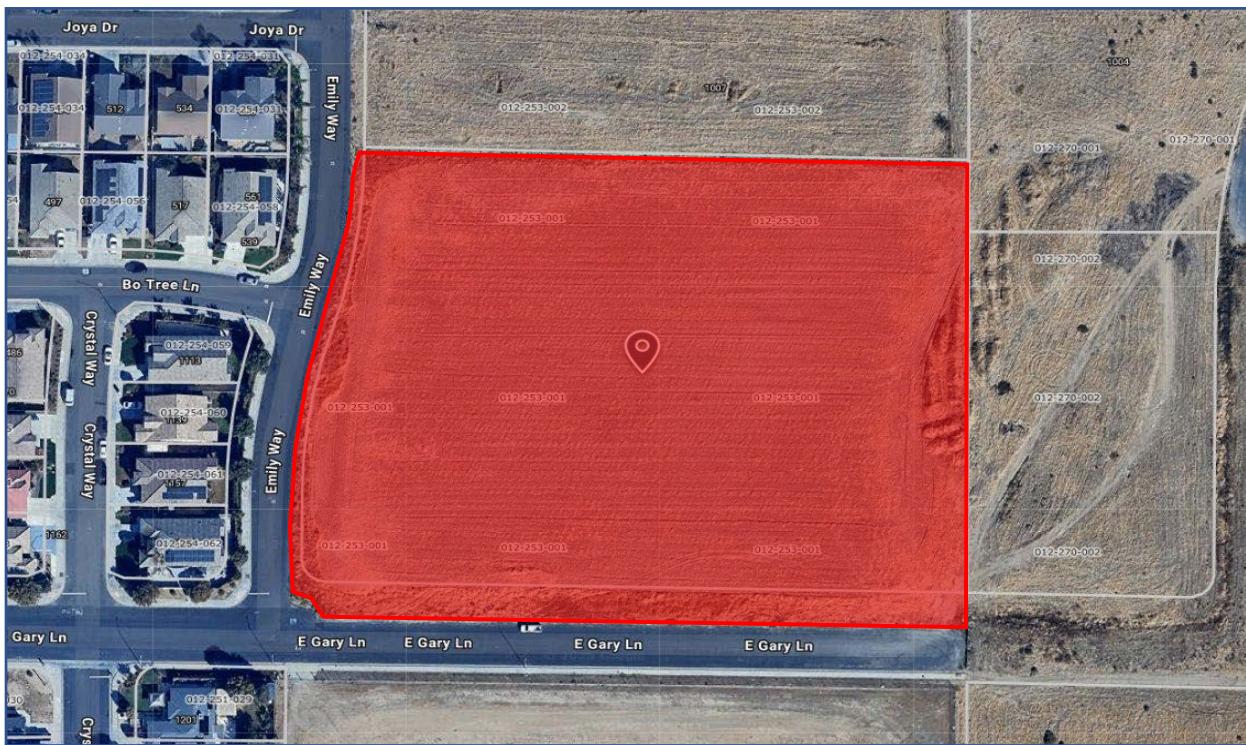


100 East Almond Avenue
012-133-028



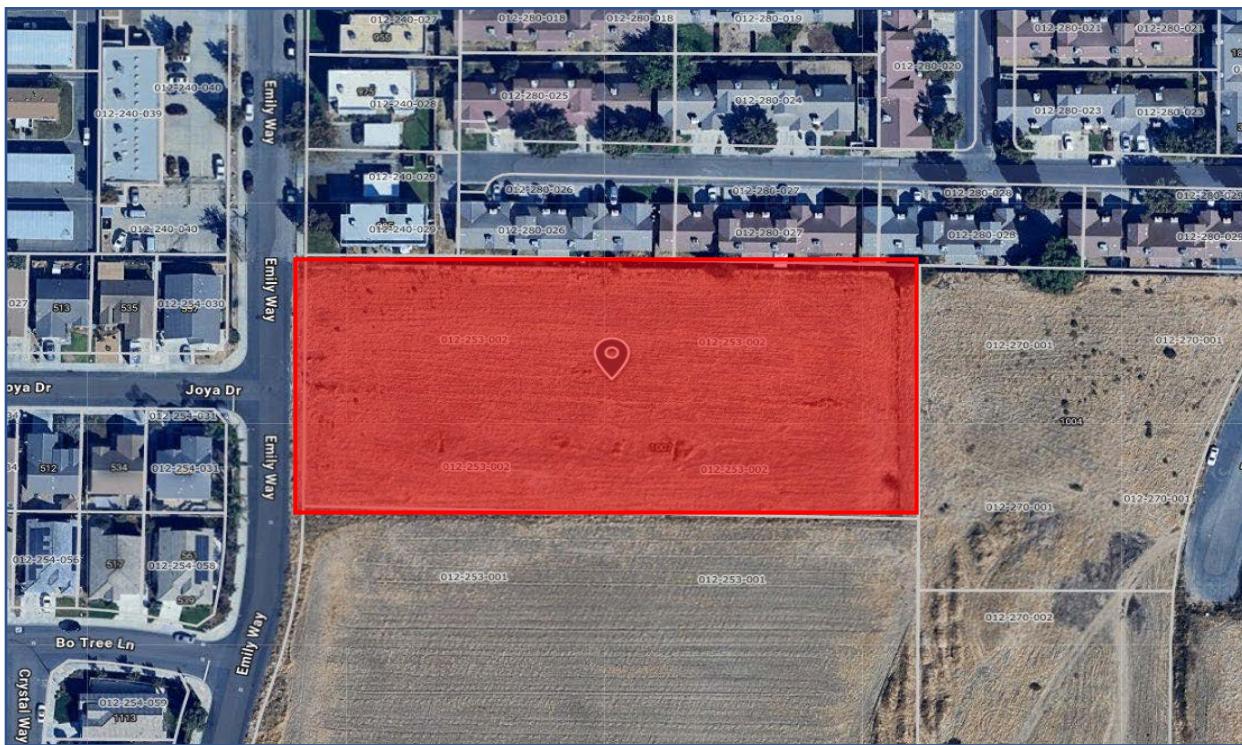
Vacant Parcel (No Address)

012-253-001



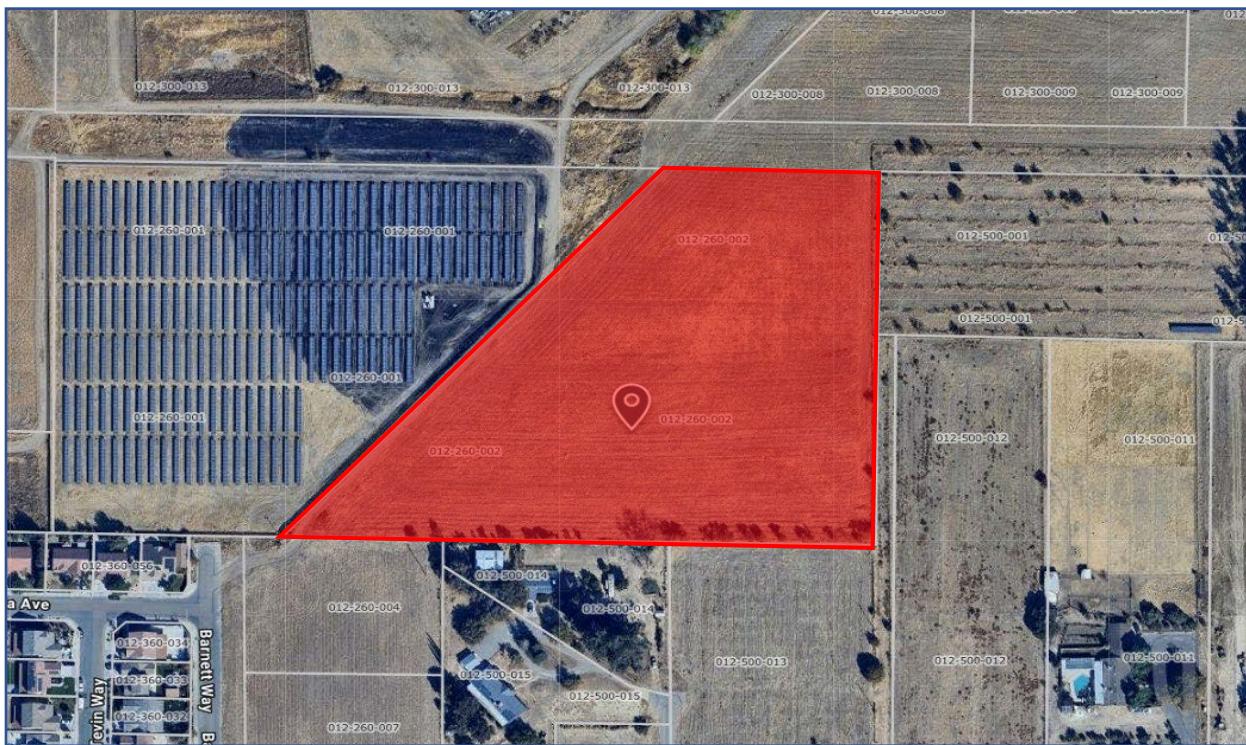
1007 Emily Way

012-253-002



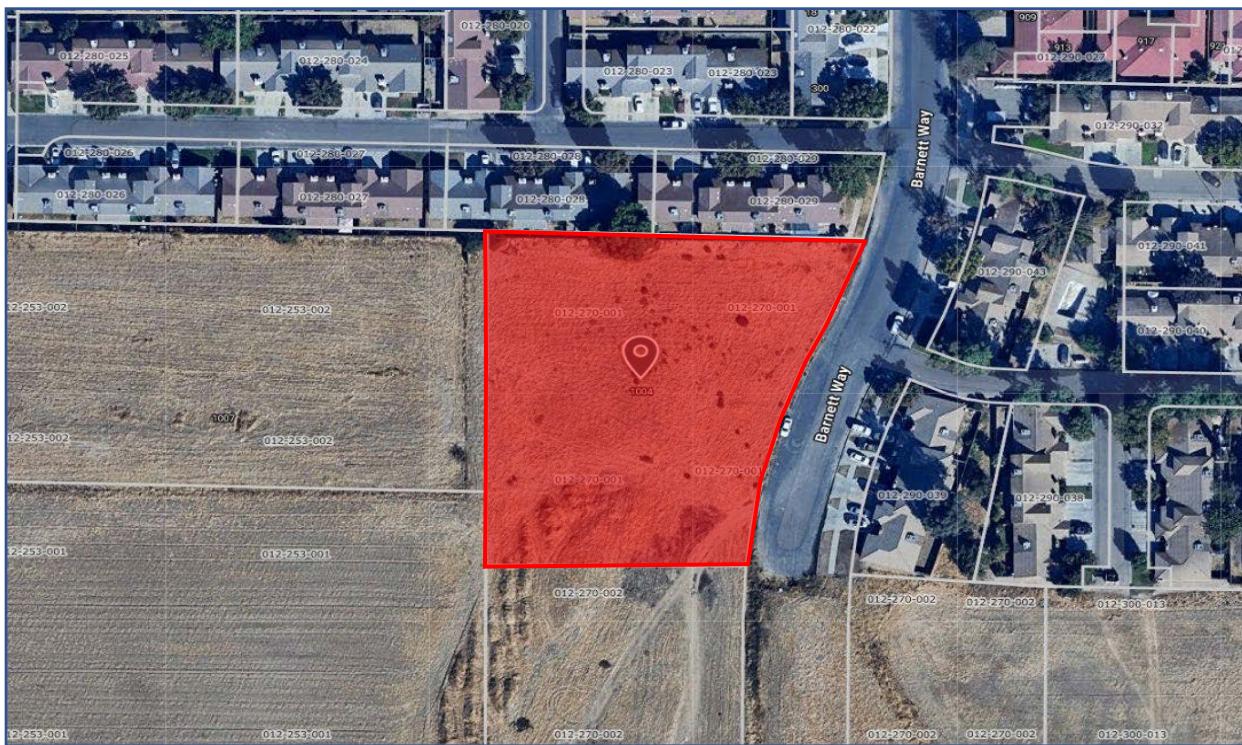
Vacant Parcel (No Address)

012-260-002

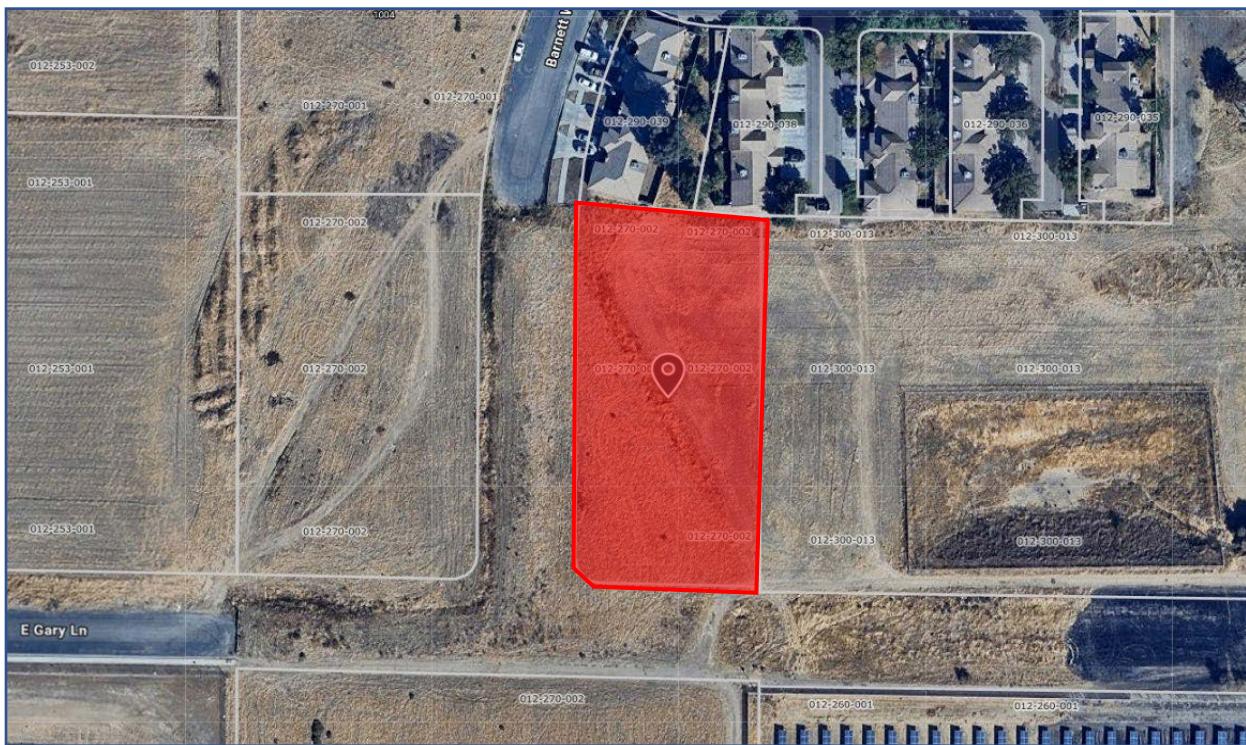


1004 Barnett Way

012-270-001



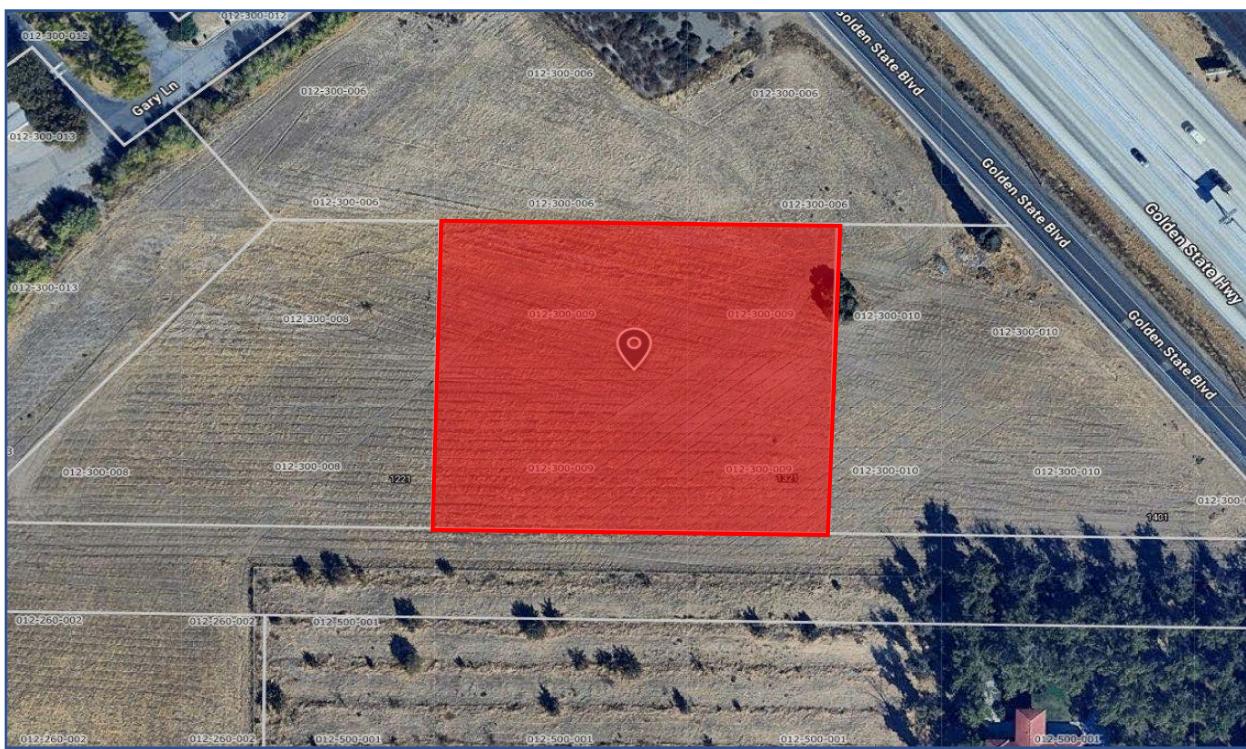
1034 Barnett Way
012-270-002



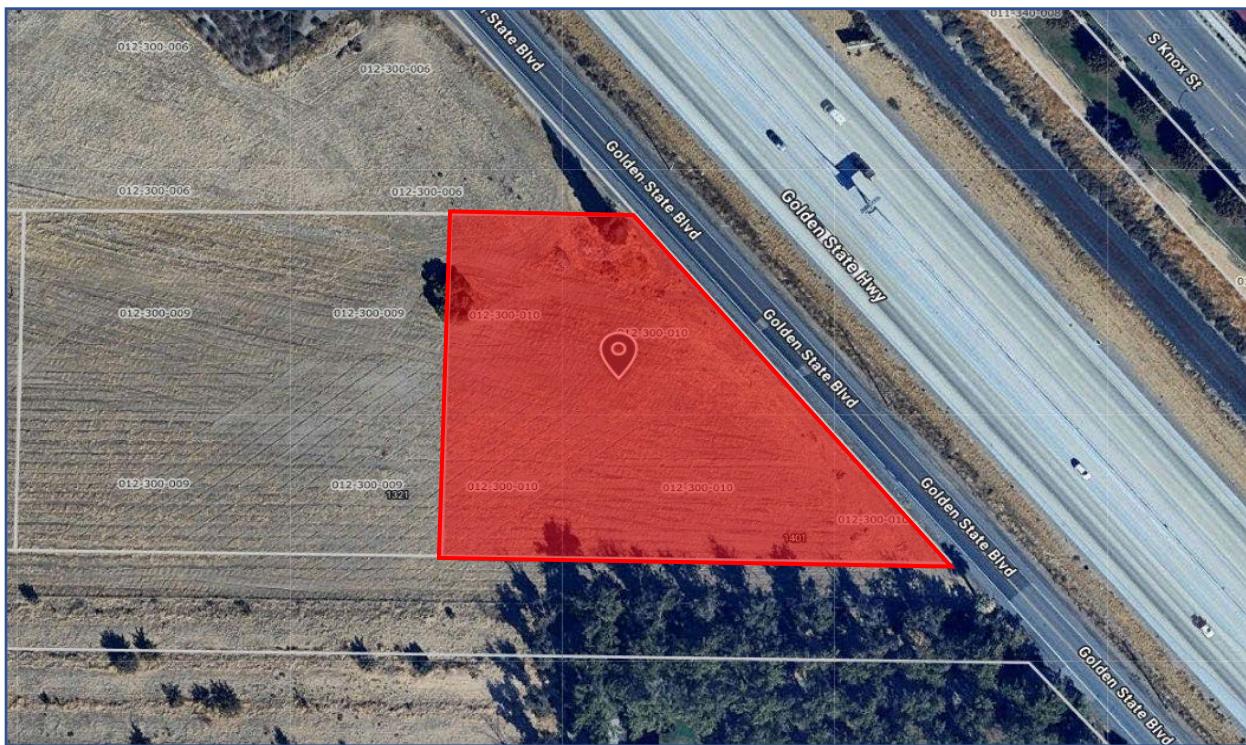
1221 East Gary Lane
012-300-008



1321 East Gary Lane
012-300-009

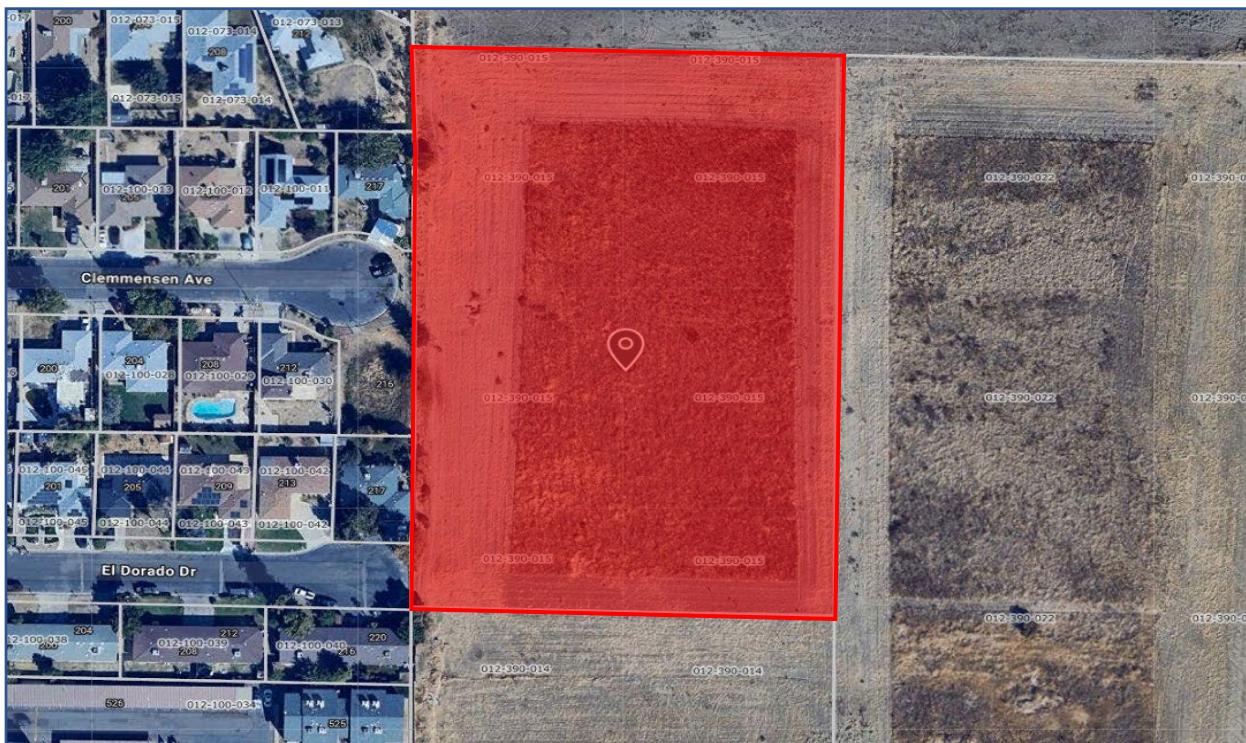


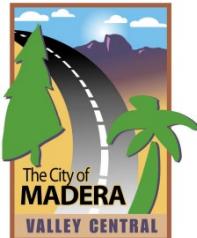
1401 East Gary Lane
012-300-010



Vacant Parcel (No Address)

012-390-015





REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: A-3

SUBJECT:

Public Hearing Regarding Annexation No. 15 (Tract 24-S-02/TSM 2024-04, Colett – Martin Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

RECOMMENDATION:

That Council consider the following:

1. Hold the Public Hearing.
2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 15) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.
3. Conduct the Election of the Qualified Electors of Annexation No. 15.
4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 15 to Community Facilities District No. 2005-1 (Public Services), Annexation No. 15.

SUMMARY:

At the Council's May 21, 2025 meeting, the Council approved a resolution declaring the City's intention to annex the proposed territory ((as depicted on the boundary map attached thereto) into Community Facilities District No. 2005-1 (Public Services) ("CFD 2005-1"). At the regularly scheduled meeting on July 2, 2025, after the close of the public hearing, the Council has two resolutions to consider. The first resolution sets forth the Council's approval to annex territory to CFD 2005-1 and to levy a special tax. The first resolution identifies the need for the annexation election and refers to the annexation map showing the parcels to be annexed. The second resolution is for adoption by the Council after the results of the

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

The conditions of approval for the development project known as Subdivision No. 24-S-02 (TSM 2024-04) (the “Project”) require annexation into CFD 2005-1, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space and parks maintenance created by new development.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-1, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (City) would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-1. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The Tract 24-S-02/TSM 2024-04, Colett – Martin Subdivision is prepared to proceed with the annexation process into CFD 2005-1. The project includes the development of 51 single family residential units. The boundaries of the Project consist of the area within the original Assessor’s Parcel Number’s (APN’s) 004-170-009, 004-170-010 and 004-170-020 as depicted on Attachment 4.

Table 1: Project Overview

<i>Project Name</i>	<i>Owner</i>	<i>Units</i>	<i>Location</i>
Tract 24-S-02/TSM 2024-04, Colett – Martin Subdivision	KB Home South Bay Inc.	51	Adell Street & North D Street

The City Council took the first action in the annexation process on May 21st, 2025, approving the resolution declaring the City’s intention to annex the proposed territory into CFD 2005-1, and establishing this meeting date (July 2, 2025) as the public hearing date for consideration of the annexation of the property into CFD 2005-1. The attached Resolution represents the action the City Council needs to approve to annex the property into the district. See Attachment 1 to view a diagram of the properties proposed to be annexed. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. This will comprise the 15th annexation into CFD 2005-01. See Attachment 2 for a history of annexations into CFD 2005-1.

FINANCIAL IMPACT:

The 2025/2026 Fiscal Year CFD 2005-1 assessment for single-family residential development is \$584.01 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 51 units in Annexation No. 15 will be \$29,784.72. CFD 2005-1 includes an annual Consumer Price Index (“CPI”) adjustment; therefore, this amount will escalate over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792 on December 7, 2005, authorizing the levy of a Special Tax within CFD 2005-1 commencing in fiscal year 2006/2007 and each year thereafter. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-1. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution of Annexation
 - Exhibit A – Rate and Method of Apportionment
 - Exhibit B – Ballot
2. Resolution of Results of Election
 - Exhibit A – Statement of Votes Cast
 - Exhibit B – Annexation Map
 - Exhibit C – List of Properties
3. Tract 24-S-02 / TSM 2024-04 Subdivision Map
4. CFD 2005-1 Map

ATTACHMENT 1

Resolution of Annexation

Including:
Exhibit A – Rate and Method of Apportionment
Exhibit B - Ballot

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 15) TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES),
AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX
TO THE QUALIFIED ELECTORS**

WHEREAS, this City Council (“Council”), on May 21, 2025, adopted Resolution No. 25-87, (hereafter referred to as the “Resolution of Intention”) stating its intention to annex territory to City of Madera Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as “CFD No. 2005-1”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the “Act”); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-1, and a description and map of the proposed boundaries of the territory to be annexed known as Tract 24-S-02/TSM 2024-04, Colett – Martin Subdivision (“Annexation No. 15”) to CFD No. 2005-1, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 15 will consist of 51 single family residential units located at the southeast corner of Adell Street and North D Street.

WHEREAS, on July 2, 2025, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-1; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-1 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-1 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-1, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-1; and

WHEREAS, a boundary map for Annexation No. 15 to CFD No. 2005-1 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

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

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

SECTION 2. All prior proceedings taken by this Council with respect to CFD No. 2005-1 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

SECTION 3. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-1, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-1, and said territory is hereby annexed to CFD No. 2005-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

SECTION 4. The services which CFD No. 2005-1 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-1 and the territory to be annexed to CFD No. 2005-1 and will not be replacing services already available. A general description of the services to be financed is as follows:

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

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

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

SECTION 5. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-1 and the territory proposed to be annexed as part of Annexation No. 15, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 15, will be levied annually within the boundaries of Annexation No. 15 from and after the annexation of such property to CFD No. 2005-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-1 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A" which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 15 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

SECTION 6. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 15 shall be submitted to the voters within Annexation No. 15 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 15 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 15 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 15.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit "A" which election will be conducted on July 2, 2025 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-1, a ballot in the form of Exhibit "B", which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the

protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

SECTION 7. This resolution is effective immediately.

EXHIBIT A

CITY OF MADERA COMMUNITY FACILITIES DISTRICT 2005-1 (PUBLIC SERVICES) RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-1 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

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

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

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

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

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

“Base Year” means Fiscal Year ending June 30, 2007.

“City” means the City of Madera.

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

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

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

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

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

“District” means Community Facilities District No. 2005-1 of the City of Madera.

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of California.

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

"Tax Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit

¹ Maximum Special Tax includes Administrative Expenses

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
3	Entitled Property	\$166 per lot

¹ Maximum Special Tax includes Administrative Expenses

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

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

5. MULTIPLE LAND USE CLASSES

In some instances, an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi- Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

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

F. EXEMPTIONS

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

G. MANNER OF COLLECTION

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

H. TERM OF SPECIAL TAX

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

EXHIBIT B

City of Madera

Community Facilities District No. 2005-1, (Public Services), Annexation No. 15

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, July 2, 2025, either by mail or in person. The City Clerk's office is located at City Hall, 205 W. Fourth Street, Madera, California 93637.

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

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

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on May 21, 2025?

YES:

NO:

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

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

ATTACHMENT 2
Resolution of Results of Election

Including:
Exhibit A – Statement of Votes Cast
Exhibit B – Annexation Map
Exhibit C – List of Properties

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A
SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION
NO. 15 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)**

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as "CFD No. 2005-1"); and

WHEREAS, the City Council initiated proceedings and pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory known as Tract 24-S-02/TSM 2024-04, Colett – Martin Subdivision ("Annexation No. 15") to City of Madera Community Facilities District No. 2005-1, County of Madera, State of California (hereafter referred to as "CFD No. 2005-1"). Annexation No. 15 will consist of 51 single family residential units located at the southeast corner of Adell Street and North D Street; and

WHEREAS, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-1 with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-1 and duly held an election in the area of Annexation No. 15 on July 2, 2025; and

WHEREAS, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 15 the annual levy of special taxes on taxable property within Annexation No. 15; and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 15 has been received from the property owner or owners of such territory; and

WHEREAS, twelve (12) or more registered voters have not resided within the territory of Annexation No. 15 for each of the ninety (90) days preceding July 2, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 15 shall be the "landowners" of Annexation No. 15 as such term is defined in Government Code Section 53317(f), and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 15; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 15 to the qualified electors of Annexation No. 15 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 15; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 15, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as **Exhibit A** hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 15 (hereafter referred to as the "Annexation Map"), a copy of which is attached as **Exhibit B** hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as **Exhibit C** hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council for the City of Madera Community Facilities District No. 2005-1, Annexation No. 15 as follows:

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

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

(a) The canvass of the votes cast in the Property to be annexed to the District at the special election held in the territory of Annexation No. 16 on July 2, 2025, as shown in the Certificate of Election Official and Statement of Votes Cast is hereby approved and confirmed.

(b) The unanimous consent to the annexation of Annexation No. 15 to CFD No. 2005-1 has been given by all of the owners within Annexation No. 15, and such consent shall be kept on file in the Office of the City Clerk.

(c) Twelve (12) or more registered voters have not resided within the territory of Annexation No. 15 for each of the ninety (90) days preceding July 2, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 15 shall be the "landowners" of such Annexation No. 15 as such term is defined in Government Code Section 53317(f).

(d) The qualified electors of Annexation No. 15 have voted in favor of the levy of special taxes within Annexation No. 15 upon its annexation to CFD No. 2005-1.

(e) The City Council is hereby authorized to take the necessary steps to levy the special tax authorized by the Measure in the area of Annexation No. 15.

SECTION 3. The boundaries and parcels of territory within Annexation No. 15 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

SECTION 4. The City Council does hereby determine and declare that the territory in Annexation No. 15 is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within Annexation No. 15 and hereby authorizes the levy of a Special Tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution Authorizing Annexation, Authorizing levy of Special Tax, and Calling Special Election.

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

- A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder not later than fifteen (15) days after the date of adoption of this Resolution.
- B. An Amendment No. 15 to the Notice of Special Tax Lien shall be recorded in the Office of the County Recorder for Madera County not later than fifteen (15) days after the date of adoption of this Resolution.

SECTION 6. This resolution is effective immediately.

EXHIBIT A
Certificate of Election Official and Statement of Votes Cast

STATE OF CALIFORNIA)
COUNTY OF MADERA) ss.
CITY OF MADERA)

The undersigned, ELECTION OFFICIAL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)
ANNEXATION NO. 15
SPECIAL ELECTION

held in the City of Madera, on July 2, 2025.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed, Annexation No. 15 to Community Facilities District No. 2005-1 (Public Services) of the City of Madera for or against the Measure are full, true and correct.

VOTES CASTED: YES _____
 NO _____

WITNESS my hand this _____ day of _____, 2025

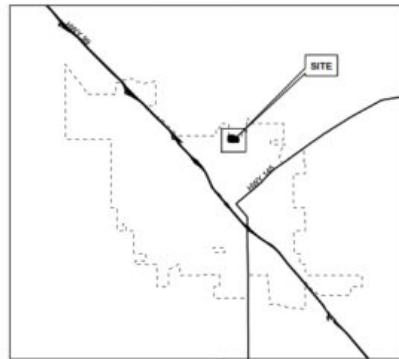
Alicia Gonzales, City Clerk
City of Madera

EXHIBIT B

SHEET 1 OF 1

ANNEXATION MAP NO. 15 COMMUNITY FACILITIES DISTRICT NO. 2005-01

VICINITY MAP



CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS _____
DAY OF _____, 20____

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING
PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 15 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT
A REGULAR MEETING, THEREOF, HELD ON THE
DAY OF _____, 20____, BY ITS RESOLUTION NO.

CITY CLERK
CITY OF MADERA

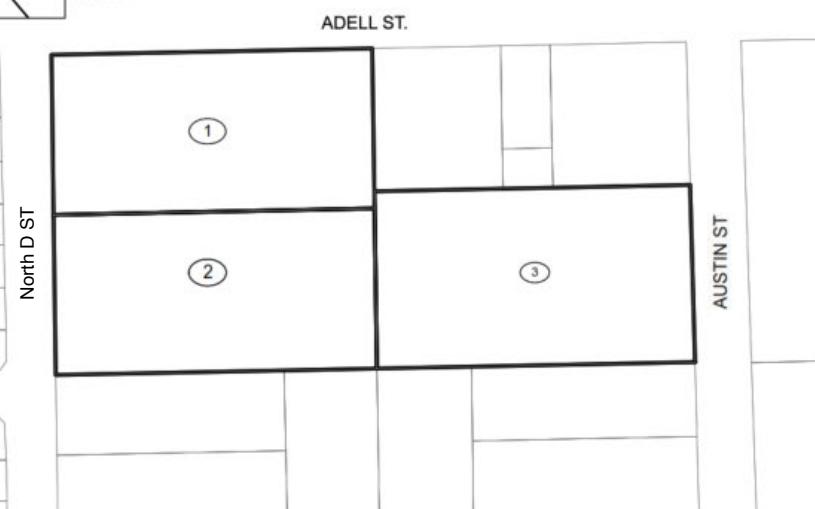
FILED THIS _____ DAY OF _____, 20____,
AT THE HOUR OF _____ O'CLOCK, _____ M. IN
BOOK _____ PAGE(S) _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND
INSTRUMENT NO. _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF
CALIFORNIA.

COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY
FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA
RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE
ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICT ON PAGES 42
THROUGH 45.

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

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



Legend

- City Boundaries
- Annexation Parcels
- Map Reference Number

1 in = 104 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	004-170-009
2	004-170-010
3	004-170-020

WILLDAN

EXHIBIT C
List of Assessor Parcel Numbers and Landowners

<u>APN</u>	<u>Landowner</u>
004-170-009	
004-170-010	KB Home South Bay Inc.
004-170-020	

ATTACHMENT 3

Tract 24-S-02/TSM 2024-04, Subdivision Map

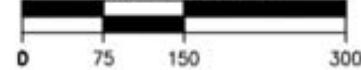
ATTACHMENT 3 – Subdivision Map

LEGEND

PAVEMENT AREA	152,230 SQ.FT.
SIDEWALK AREA	38,866 SQ.FT.
LANDSCAPE AREA	17,726 SQ.FT.
6' CMU SOUND WALL	2227 LF
CURB AND GUTTER	7888 LF
LIMITS OF FINAL MAP	



SCALE IN FEET



GATEWAY
ENGINEERING, INC.

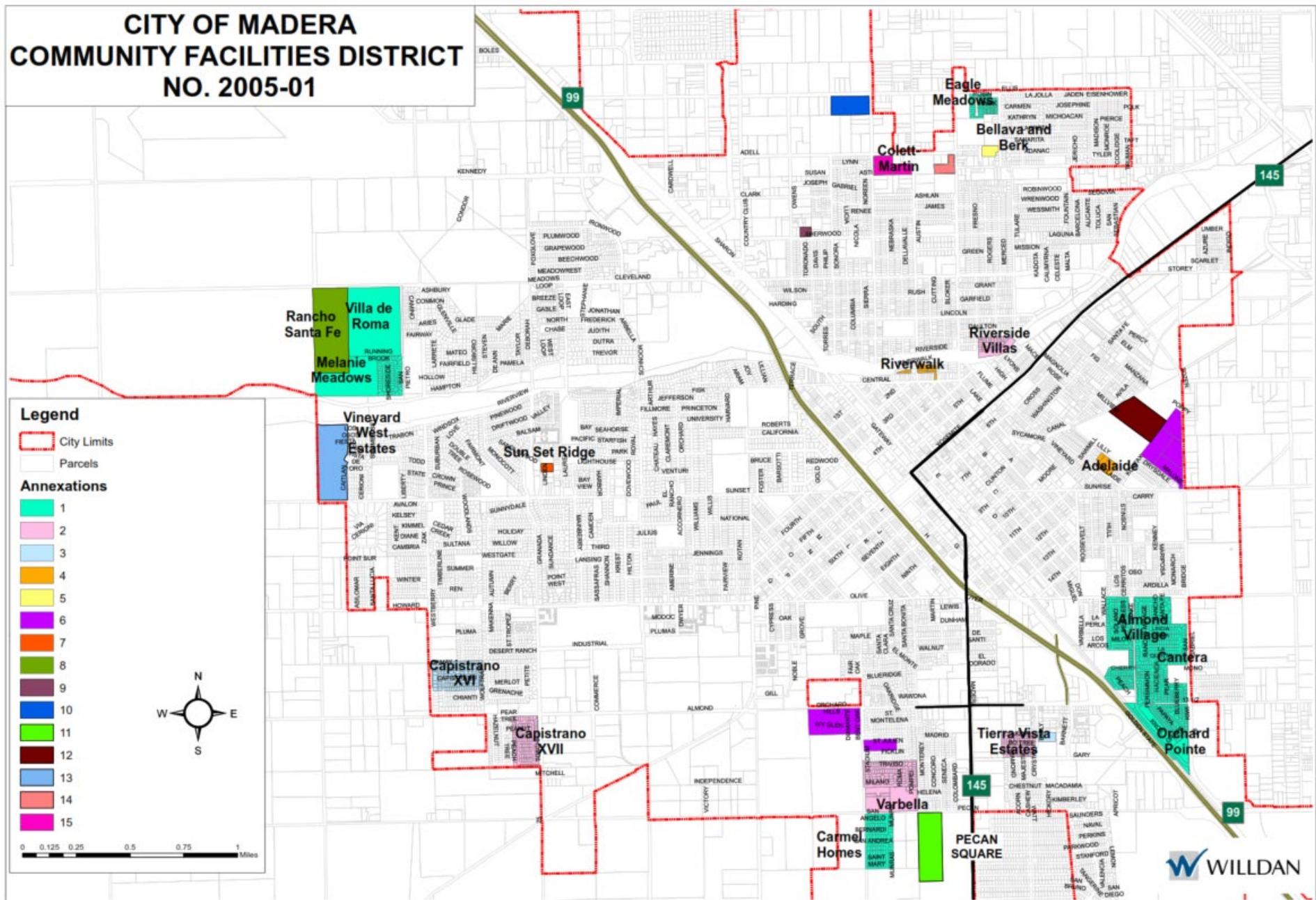
CIVIL ENGINEERS | LAND SURVEYORS
P. 559-320-0344 | F. 559-320-0345 | WWW.GATEWAYENG.COM
405 PARK CREEK DRIVE, CLOVIS, CA 93611-4435

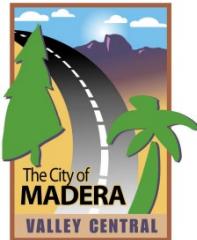
PROJECT:	TRACT 24-2-06 COLLETT-MARTIN SUBDIVISION KB HOME	JOB NO.:	24-016
DATE:	03/11/2025	SCALE:	1" = 150'
DESCRIPTION:	CFD QUANTITY EXHIBIT		
1 OF 1			SHEET:

ATTACHMENT 4

CFD 2005-1 Map

ATTACHMENT 4 – CFD 2005-1 Map

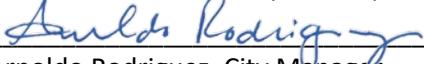




REPORT TO CITY COUNCIL

Approved by:


Will Tackett, Community Development Director


Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: A-4

SUBJECT:

Public Hearing Regarding Annexation No. 16 (Tract 24-S-01/TSM 2024-02, Adell Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

RECOMMENDATION:

That Council consider the following:

1. Hold the Public Hearing.
2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 16) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.
3. Conduct the Election of the Qualified Electors of Annexation No. 16.
4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 16 to Community Facilities District No. 2005-1 (Public Services), Annexation No. 16.

SUMMARY:

At the Council's May 21, 2025 meeting, the Council approved a resolution declaring the City's intention to annex the proposed territory (as depicted on the boundary map attached thereto) into Community Facilities District No. 2005-1 (Public Services) ("CFD 2005-1"). At the regularly scheduled meeting on July 2, 2025, after the close of the public hearing, the Council has two resolutions to consider. The first resolution sets forth the Council's approval to annex territory to CFD 2005-1 and to levy a special tax. The first resolution identifies the need for the annexation election and refers to the annexation map showing the parcels to be annexed. The second resolution is for adoption by the Council after the results of the

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

The conditions of approval for the development project known as Subdivision No. 24-S-01 (TSM 2024-02) (the “Project”) require annexation into CFD 2005-1, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space and parks maintenance created by new development.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-1, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (City) would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-1. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The Tract 24-S-01/TSM 2024-02, Adell Subdivision is prepared to proceed with the annexation process into CFD 2005-1. The project includes the development of 42 single family residential units. The boundaries of the Project consist of the area within the original Assessor’s Parcel Number’s (APN’s) 038-090-009 and 038-090-010 as depicted in Attachment 4.

Table 1: Project Overview

<i>Project Name</i>	<i>Owner</i>	<i>Units</i>	<i>Location</i>
Tract 24-S-01/TSM 2024-02, Adell Subdivision	Nadeem Ahmad & Shahzada Farooq	42	Adell Street & North D Street

The City Council took the first action in the annexation process on May 21st, 2025, approving the resolution declaring the City’s intention to annex the proposed territory into CFD 2005-1, and establishing this meeting date (July 2, 2025) as the public hearing date for consideration of the annexation of the property into CFD 2005-1. The attached Resolution represents the action the City Council needs to approve to annex the property into the district. See Attachment 1 to view a diagram of the properties proposed to be annexed. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. This will comprise the 16th annexation into CFD 2005-01. See Attachment 2 for a history of annexations into CFD 2005-1.

FINANCIAL IMPACT:

The 2025/2026 Fiscal Year CFD 2005-1 assessment for single-family residential development is \$584.01 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 42 units in Annexation No. 16 will be \$24,528.59. CFD 2005-1 includes an annual Consumer Price Index (“CPI”) adjustment; therefore, this amount will escalate over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792 on December 7, 2005, authorizing the levy of a Special Tax within CFD 2005-1 commencing in fiscal year 2006/2007 and each year thereafter. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-1. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution of Annexation
 - Exhibit A Rate and Method of Apportionment
 - Exhibit B – Ballot
2. Resolution of Results of Election
 - Exhibit A – Statement of Votes Cast
 - Exhibit B – Annexation Map
 - Exhibit C – List of Properties
3. Tract 24-S-01/TSM 2024-02, Subdivision Map
4. CFD 2005-1 Map

ATTACHMENT 1

Resolution of Annexation

Including:
Exhibit A – Rate and Method of Apportionment
Exhibit B - Ballot

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 16) TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES),
AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX
TO THE QUALIFIED ELECTORS**

WHEREAS, this City Council (“Council”), on May 21, 2025, adopted Resolution No. 25-88, (hereafter referred to as the “Resolution of Intention”) stating its intention to annex territory to City of Madera Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as “CFD No. 2005-1”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the “Act”); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-1, and a description and map of the proposed boundaries of the territory to be annexed known as Tract 24-S-01/TSM 2024-02, Adell Subdivision (“Annexation No. 16”) to CFD No. 2005-1, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 16 will consist of 42 single family residential units located at the northeast corner of Adell Street and North D Street.

WHEREAS, on July 2, 2025, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-1; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-1 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-1 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-1, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-1; and

WHEREAS, a boundary map for Annexation No. 16 to CFD No. 2005-1 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

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

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

SECTION 2. All prior proceedings taken by this Council with respect to CFD No. 2005-1 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

SECTION 3. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-1, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-1, and said territory is hereby annexed to CFD No. 2005-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

SECTION 4. The services which CFD No. 2005-1 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-1 and the territory to be annexed to CFD No. 2005-1 and will not be replacing services already available. A general description of the services to be financed is as follows:

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

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

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

SECTION 5. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-1 and the territory proposed to be annexed as part of Annexation No. 16, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 16, will be levied annually within the boundaries of Annexation No. 16 from and after the annexation of such property to CFD No. 2005-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-1 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A" which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 16 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

SECTION 6. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 16 shall be submitted to the voters within Annexation No. 16 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 16 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 16 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 16.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit A which election will be conducted on July 2, 2025 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-1, a ballot in the form of Exhibit B, which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the

protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

SECTION 7. This resolution is effective immediately.

EXHIBIT A

CITY OF MADERA COMMUNITY FACILITIES DISTRICT 2005-1 (PUBLIC SERVICES) RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-1 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

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

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

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

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

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

“Base Year” means Fiscal Year ending June 30, 2007.

“City” means the City of Madera.

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

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

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

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

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

“District” means Community Facilities District No. 2005-1 of the City of Madera.

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of California.

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

"Tax Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit

¹ Maximum Special Tax includes Administrative Expenses

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
3	Entitled Property	\$166 per lot

¹ Maximum Special Tax includes Administrative Expenses

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

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

5. MULTIPLE LAND USE CLASSES

In some instances, an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

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

F. EXEMPTIONS

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

G. MANNER OF COLLECTION

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

H. TERM OF SPECIAL TAX

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

EXHIBIT B

City of Madera

Community Facilities District No. 2005-1, (Public Services), Annexation No. 16

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, July 2, 2025, either by mail or in person. The City Clerk's office is located at City Hall, 205 W. Fourth Street, Madera, California 93637.

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

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

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on May 21, 2025?

YES:

NO:

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

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

ATTACHMENT 2
Resolution of Results of Election

Including:
Exhibit A – Statement of Votes Cast
Exhibit B – Annexation Map
Exhibit C – List of Properties

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A
SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION
NO. 16 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)**

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as "CFD No. 2005-1"); and

WHEREAS, the City Council initiated proceedings and pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory known as Tract 24-S-01/TSM 2024-02, Adell Subdivision ("Annexation No. 16") to City of Madera Community Facilities District No. 2005-1, County of Madera, State of California (hereafter referred to as "CFD No. 2005-1"). Annexation No. 16 will consist of 42 single family residential units located at the northeast corner of Adell Street and North D Street; and

WHEREAS, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-1 with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-1 and duly held an election in the area of Annexation No. 15 on July 2, 2025; and

WHEREAS, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 16 the annual levy of special taxes on taxable property within Annexation No. 16; and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 16 has been received from the property owner or owners of such territory; and

WHEREAS, twelve (12) or more registered voters have not resided within the territory of Annexation No. 16 for each of the ninety (90) days preceding July 2, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 16 shall be the "landowners" of Annexation No. 16 as such term is defined in Government Code Section 53317(f), and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 16; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 16 to the qualified electors of Annexation No. 16 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 16; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 16, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as **Exhibit A** hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 16 (hereafter referred to as the "Annexation Map"), a copy of which is attached as **Exhibit B** hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as **Exhibit C** hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council for the City of Madera Community Facilities District No. 2005-1, Annexation No. 16 as follows:

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

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

(a) The canvass of the votes cast in the Property to be annexed to the District at the special election held in the territory of Annexation No. 16 on July 2, 2025, as shown in the Certificate of Election Official and Statement of Votes Cast is hereby approved and confirmed.

(b) The unanimous consent to the annexation of Annexation No. 16 to CFD No. 2005-1 has been given by all of the owners within Annexation No. 16, and such consent shall be kept on file in the Office of the City Clerk.

(c) Twelve (12) or more registered voters have not resided within the territory of Annexation No. 16 for each of the ninety (90) days preceding July 2, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 14 shall be the "landowners" of such Annexation No. 16 as such term is defined in Government Code Section 53317(f).

(d) The qualified electors of Annexation No. 16 have voted in favor of the levy of special taxes within Annexation No. 16 upon its annexation to CFD No. 2005-1.

(e) The City Council is hereby authorized to take the necessary steps to levy the special tax authorized by the Measure in the area of Annexation No. 16.

SECTION 3. The boundaries and parcels of territory within Annexation No. 16 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

SECTION 4. The City Council does hereby determine and declare that the territory in Annexation No. 16 is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within Annexation No. 16 and hereby authorizes the levy of a Special Tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution Authorizing Annexation, Authorizing levy of Special Tax, and Calling Special Election.

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

- A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder not later than fifteen (15) days after the date of adoption of this Resolution.
- B. An Amendment No. 16 to the Notice of Special Tax Lien shall be recorded in the Office of the County Recorder for Madera County not later than fifteen (15) days after the date of adoption of this Resolution.

SECTION 6. This resolution is effective immediately.

EXHIBIT A
Certificate of Election Official and Statement of Votes Cast

STATE OF CALIFORNIA)
COUNTY OF MADERA) ss.
CITY OF MADERA)

The undersigned, ELECTION OFFICIAL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
ANNEXATION NO. 16
SPECIAL ELECTION

held in the City of Madera, on July 2, 2025.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed, Annexation No. 16 to Community Facilities District No. 2005-1 (Public Services) of the City of Madera for or against the Measure are full, true and correct.

VOTES CASTED: YES _____
 NO _____

WITNESS my hand this _____ day of _____, 2025

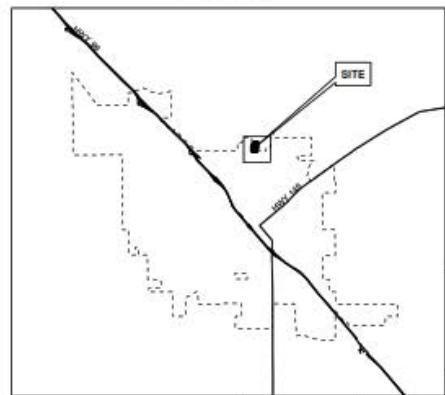
Alicia Gonzales, City Clerk
City of Madera

EXHIBIT B

SHEET 1 OF 1

ANNEXATION MAP NO. 16 COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



Legend

- City Boundaries
- Annexation Parcels
- Map Reference Number

1 in = 150 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	038-090-009
2	038-090-010

FILED IN THE OFFICE OF THE CITY CLERK THIS _____
DAY OF _____, 20____.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING
PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 16 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT
A REGULAR MEETING THEREOF, HELD ON THE _____
DAY OF _____, 20____, BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____
20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN
BOOK _____ PAGE(S) _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND
INSTRUMENT NO. _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF
CALIFORNIA.

COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY
FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA
RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE
ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICT ON PAGES 42
THROUGH 45.

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

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

WILLDAN

EXHIBIT C
List of Assessor Parcel Numbers and Landowners

APN

038-090-009
038-090-010

Landowner

Nadeem Ahmad & Shahzada Farooq

ATTACHMENT 3

Tract 24-S-01/TSM 2024-02, Subdivision Map

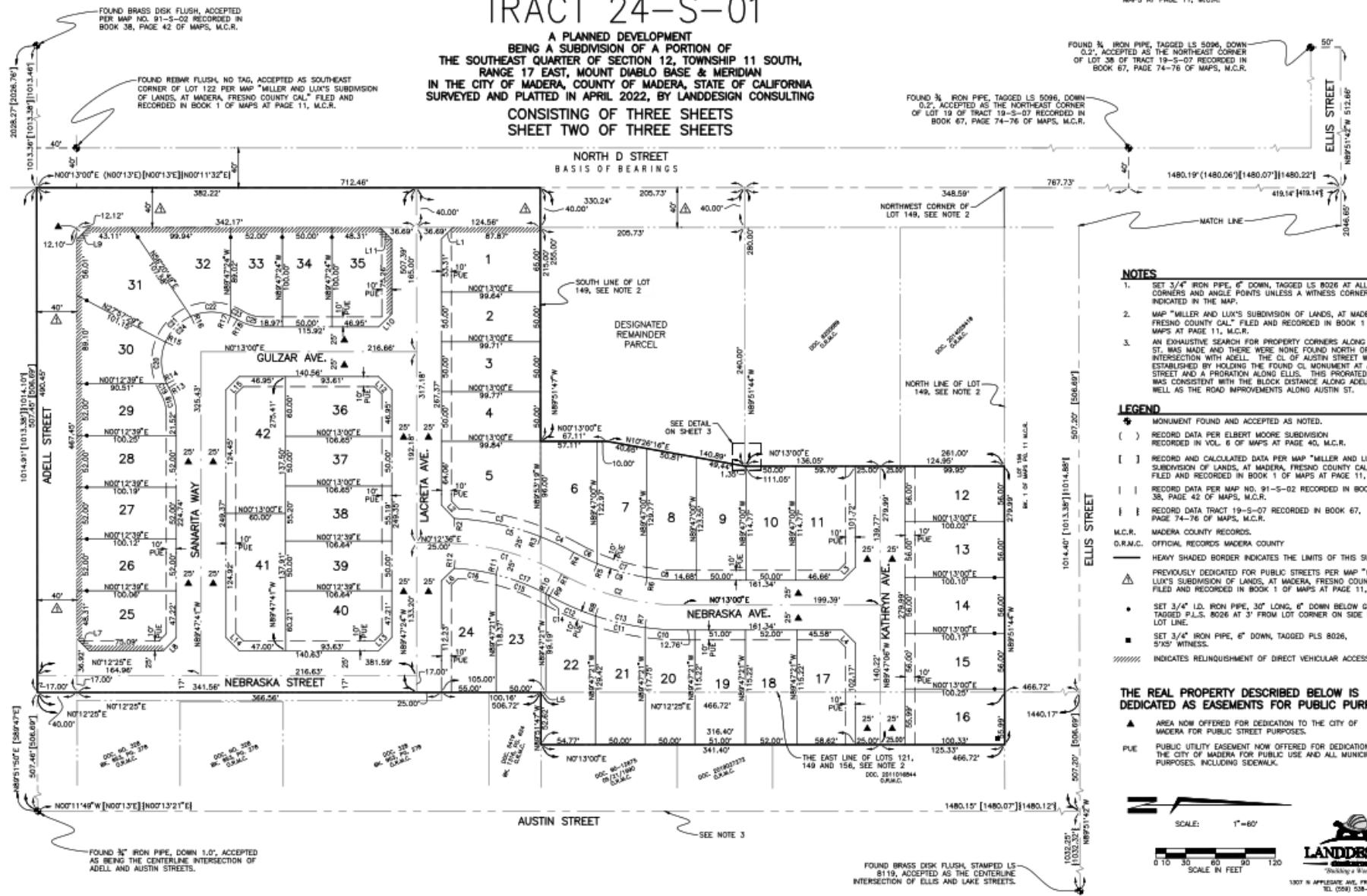
MAP OF TRACT 24-S-01

A PLANNED DEVELOPMENT

BEING A SUBDIVISION OF A PORTION OF
THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 SOUTH,
RANGE 17 EAST, MOUNT DIABLO BASE & MERIDIAN
IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
SURVEYED AND PLATED IN APRIL 2022, BY LANDDESIGN CONSULTING
CONSISTING OF THREE SHEETS
SHEET TWO OF THREE SHEETS

BASIS OF BEARINGS

THE CENTERLINE OF D STREET TO BE NO013°E AS SHOWN IN
MAP "MILLER AND LUX'S SUBDIVISION OF LANDS, AT MADERA,
FRESNO COUNTY CAL." FILED AND RECORDED IN BOOK 1 OF
MAPS AT PAGE 11, M.C.R.



MAP OF TRACT 24-S-01

A PLANNED DEVELOPMENT
BEING A SUBDIVISION OF A PORTION OF
THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 SOUTH,
RANGE 17 EAST, MOUNT DIABLO BASE & MERIDIAN
IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN APRIL 2022, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS
SHEET THREE OF THREE SHEETS

CURVES

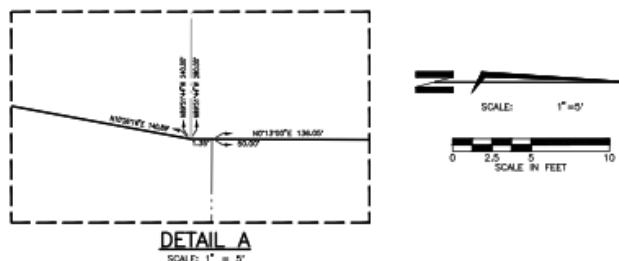
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	126.46'	250.00'	28°59'00"
C2	126.44'	250.00'	28°58'57"
C3	89.34'	275.00'	18°36'45"
C4	36.76'	275.00'	17°39'31"
C5	126.10'	275.00'	26°16'19"
C6	28.28'	225.00'	6°41'56"
C7	52.04'	225.00'	13°15'08"
C8	35.47'	225.00'	9°01'52"
C9	113.79'	225.00'	28°58'57"
C10	37.36'	275.00'	7°47'02"
C11	51.42'	275.00'	10°42'48"
C12	50.30'	275.00'	10°28'47"
C13	139.08'	275.00'	28°58'57"
C14	4.57'	225.00'	1°09'32"
C15	53.68'	225.00'	1°34'09"
C16	42.43'	225.00'	10°48'19"
C17	100.68'	225.00'	25°38'20"
C18	27.74'	50.00'	31°47'18"
C19	4.74'	50.00'	5°20'45"
C20	43.37'	50.00'	49°42'02"
C21	37.23'	50.00'	42°39'57"
C22	41.15'	50.00'	47°09'08"
C23	7.54'	50.00'	8°38'44"
C24	134.03'	50.00'	15°35'17"
C25	27.74'	50.00'	31°47'18"

RADIALS

RADIAL #	DIRECTION
R1	560° 48' 23"E
R2	587° 04' 42"E
R3	568° 27' 54"E
R4	560° 48' 23"E
R5	567° 29' 50"E
R6	580° 45' 08"E
R7	581° 59' 58"W
R8	571° 17' 10"W
R9	560° 48' 23"W
R10	561° 58' 15"W
R11	575° 38' 24"W
R12	588° 26' 43"W
R13	531° 34' 59"E
R14	520° 09' 14"W
R15	523° 32' 49"E
R16	568° 12' 26"E
R17	566° 38' 26"E
R18	557° 59' 42"E

LINES

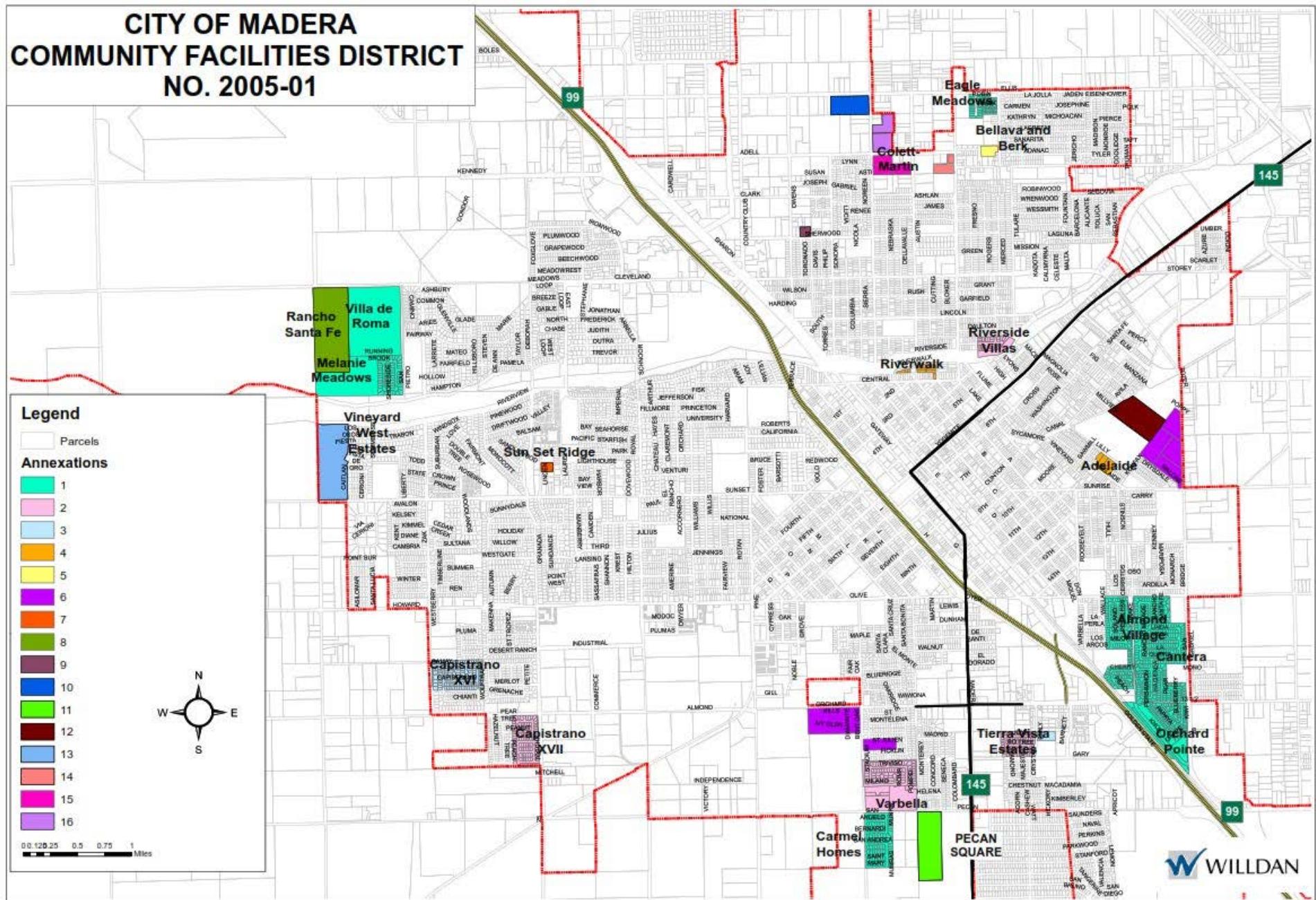
LINE #	LENGTH	BEARING
L1	16.53'	N44° 47' 12"W
L2	18.69'	S46° 07' 07"W
L3	18.46'	N44° 47' 03"W
L4	18.46'	N45° 12' 57"E
L5	4.84'	N0° 12' 25"E
L6	18.18'	S45° 35' 42"E
L7	16.85'	S40° 12' 29"W
L8	18.38'	N44° 47' 38"W
L9	17.11'	N44° 47' 21"W
L10	18.46'	N44° 47' 12"W
L11	16.53'	N45° 12' 48"E
L12	18.46'	N45° 12' 48"E
L13	18.39'	N44° 47' 30"W
L14	18.39'	N45° 12' 22"E
L15	18.45'	N44° 47' 21"W

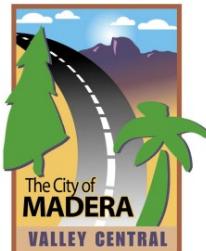


ATTACHMENT 4

CFD 2005-1 Map

ATTACHMENT 4 – CFD 2005-1 Map





Item:	B-1
Minutes for:	06/18/2025
Adopted:	07/02/2025

Minutes of a Regular Meeting of the Madera City Council

June 18, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

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

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5 (Left at 7:32 p.m.)
Councilmember Artemio Villegas, District 6

Absent: Councilmember Steve Montes, District 3

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin Macomb, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Assistant Engineer Alexis Raymundo, Senior Civil Engineer Jonathan Gramajo, Assistant Engineer Raquel Rios Cardenas, Engineering Project Manager Frank Holguin, Administrative Analyst (P/W) David Austin and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Lance Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGRAS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MONTES.

PRESENTATIONS:

1. Recognition of Madera County Museum 2025 Best of Central California People's Choice Award
2. Proclamation Recognizing June as PRIDE Month
3. Proclamation Recognizing Juneteenth Day
4. Mid Valley Disposal 2025 Scholarship Recipients

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. 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 presented. Public Comment was closed.

A. PUBLIC HEARINGS: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

Regarding Item B-16, staff requests authorization to allow for refinements to the Notice of Completion (NOC). The County Recorder requires that all property addresses be listed, however the published NOC only indicates that the property is within the City Limits.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WITH THE CHANGES TO ITEM B-16 AS NOTED WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MONTES.

B-1 Minutes – May 21, 2025 and June 11, 2025

Recommendation: Approve the City Council Minutes of May 21, 2025 and June 11, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for May 10, 2025 to June 6, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Certificate of Recognition Honoring Luther Slack

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition Honoring Luther Slack (Report by Alicia Gonzales)

B-5 Certificate of Recognition Honoring Farmer of the Year, Lifetime Achievement Recipients, and 4 Around 40 Recipients

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition Honoring Farmer of the Year, Lifetime Achievement Recipients, and 4 Around 40 Recipients (Report by Alicia Gonzales)

B-6 Accepting All Improvements Associated with the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)

Recommendation: Adopt a Resolution:

1. Accepting Improvements for the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02); and

2. Authorize the Filing of the Notice of Acceptance for Said Subdivision Improvements (Report by Keith Helmuth)
- RES 25-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH VINEYARD ESTATES PHASE III-A SUBDIVISION (TRACT NO. 21-S-02), AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS
- B-7 Designate the City Manager to Act as the Authorized Representative for Drinking Water State Revolving Fund Applications**
- Recommendation:** Adopt a Resolution Authorizing the City Manager to Act as the Designated Representative of the City for the Purpose of Signing and Submitting of a Drinking Water State Revolving Fund (DWSRF) Application for Project W-T-0001 for the Construction of a 2.5-Million Gallon (MG) Water Tank in Northeast Madera (Report by Keith Helmuth)
- RES 25-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PURPOSE OF SUBMITTING DRINKING WATER STATE REVOLVING FUND (DWSRF) GRANT APPLICATION FOR THE 2.5-MILLION-GALLON NORTHEAST WATER STORAGE TANK PROJECT
- B-8 New Municipal Water Well 37, City Project W-GW-001**
- Recommendation:** Adopt a Resolution Approving the Contract Award for the Municipal Water Well 37, City Project W-GW-001 for \$2,241,758.00 to Steve Dovali Construction, Inc. and a Contingency of 10 percent of the Contract Amount (Report by Keith Helmuth)
- RES 25-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR MUNICIPAL WATER WELL 37, CITY PROJECT W-GW-001 IN THE AMOUNT OF \$2,241,758.00 TO STEVE DOVALI CONSTRUCTION, INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT
- B-9 Landscape Maintenance Agreement within State Right-of Way on Route 145 within the City**
- Recommendation:** Adopt a Resolution Concurring with an Update to the Existing Landscape Maintenance Agreement within State Right-of-Way on State Route (SR) 145 within the City of Madera (Report by Keith Helmuth)
- RES 25-104 A RESOLUTION CONCURRING WITH UPDATE TO EXISTING LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE RIGHT OF WAY ON ROUTE 145 WITHIN THE CITY OF MADERA
- B-10 Amendment 2 to the Agreement with Westwood Professional Services, Inc., formerly O'Dell Engineering, regarding R-94 Bid Package 3 – Sidewalk Improvements at Various Locations**
- Recommendation:** Adopt a Resolution Amending the Agreement with Westwood Professional Services, Inc., formerly O'Dell Engineering, in the amount of

	\$60,320 for Preparation of Land Description Packages (Report by Keith Helmuth)
RES 25-105	AMENDMENT NO. 2 TO THE AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC. (FORMERLY O'DELL ENGINEERING) FOR THE PREPARATION OF ADDITIONAL LAND DESCRIPTION PACKAGES, CITY PROJECT NO. R-94 BID PACKAGE 3 SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS, AHSC PROJECT NO. 19-AHSC-12760
B-11	Acceptance of Town & Country Park Restroom Renovation Project – IFB No. 202324-05
	Recommendation: Approve Minute Order Approving:
	<ol style="list-style-type: none"> 1. Acceptance of the Lions Town & Country Park (LT&C) Restroom Renovation Project, located at 2300 Howard Road, Madera, CA 93637, Specifically Restrooms located between Ballfields 1 & 2; and 2. The Recording of Notice of Completion; and 3. The Release of Retention 35 days after the Recording of the Notice of Completion (Report by Joseph Hebert)
B-12	Program Period 2025-2028 Title VI Plan for Public Transit Services
	Recommendation: Adopt a Resolution Approving the City's Program Period 2025-2028 Title VI Plan Regarding Policies and Procedures to Assure Nondiscrimination in Public Transit Services (Report by Michael Lima)
RES 25-106	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE 2025-2028 CITY OF MADERA - MADERA METRO TITLE VI PROGRAM PLAN
B-13	Police Patrol Vehicle Computer and Hardware Replacement
	Recommendation: Adopt Resolutions:
	<ol style="list-style-type: none"> 1. Approving NASPO piggyback contract 23019 for the purchase of computers from Panasonic Connect North America, Division of Panasonic Corporation of North America and NASPO piggyback contract AR3189 for the purchase of hardware from Cradlepoint, Inc. through their authorized dealer CDCE, Inc. in the amount of \$255,857.89; and 2. Approving a Budget Amendment to the Fiscal Year 2024/25 Operating Budget to appropriate Measure K fund balance funds for the purchase of the computers and hardware (Report by Giachino Chiarmonte)
RES 25-107	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING NASPO PIGGYBACK CONTRACT 23019 FOR THE PURCHASE OF COMPUTERS FROM PANASONIC CONNECT NORTH AMERICA, DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA AND NASPO PIGGYBACK CONTRACT AR3189 FOR THE PURCHASE OF HARDWARE FROM CRADLEPOINT, INC. THROUGH THEIR AUTHORIZED DEALER CDCE, INC. IN THE AMOUNT OF \$255,857.89
RES 25-108	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2024/2025 ADOPTED BUDGET TO APPROPRIATE

MEASURE K FUNDS FOR THE PURCHASE OF COMPUTERS AND HARDWARE FOR THE POLICE DEPARTMENT

B-14 Madera County Breastfeeding Coalition Fee Waiver Request for the 1st Annual Breastfeeding Awareness Walk & Celebration

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Lions Town & Country Park (LT&C) on August 9, 2025, related to the 1st Annual Breastfeeding Awareness Walk & Celebration event hosted by the Madera County Breastfeeding Coalition, at an Anticipated Rental Fee of \$515 (Report by Joseph Hebert)

RES 25-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE LIONS TOWN & COUNTRY PARK ON AUGUST 9, 2025, RELATED TO THE MADERA COUNTY BREASTFEEDING COALITION'S 1ST ANNUAL BREASTFEEDING AWARENESS WALK & CELEBRATION EVENT, AT AN ANTICIPATED RENTAL FEE OF \$515

B-15 Notice of Completion for the Frank Bergon Senior Center Fence Installation Project

Recommendation: Approve a Minute Order Approving:

1. Acceptance of the New Fence Installation at Frank Bergon Senior Center (FBSC), located at 238 South D Street, Madera, CA 93638; and
2. The Recording of Notice of Completion; and
3. The Release of Retention 35 days after the Recording of the Notice of Completion (Report by Joseph Hebert)

B-16 Acceptance of the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project SS-00014

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of Construction of the Avenue 13 Sewer Interceptor Rehabilitation Project, SS-000014; and
2. The Recording of Notice of Completion; and
3. The Release of Retention 35 days after Recording of the Notice of Completion (Report by Keith Helmuth)

B-17 Amendment No. 5 to Professional Services Agreement with Provost and Pritchard Consulting Group

Recommendation: Adopt a Resolution Approving Amendment No. 5 to the Agreement for Professional Planning Services with Provost & Pritchard Consulting Group (Report by Will Tackett)

RES 25-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL PLANNING SERVICES WITH PROVOST & PRITCHARD CONSULTING GROUP TO INCREASE THE NOT-TO-EXCEED COMPENSATION LIMIT BY \$10,000

B-18 Appointment to the Transit Advisory Board

Recommendation: Adopt a Resolution Approving the Appointment of Sipho Munyaradzi to the Transit Advisory Board (Report by Michael Lima)

RES 25-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF SIPHO MUNYARADZI TO THE CITY OF MADERA TRANSIT ADVISORY BOARD

B-19 City's Participation in the 4th of July Community Event

Recommendation: Adopt Resolutions:

1. Authorizing up to \$5,000 in Payment to the Greater Madera Kiwanis should the 4th of July Community Event not Raise adequate Funds; and
2. Approving a Budget Amendment to the Fiscal Year 2024/2025 Operating Budget to Appropriate General Fund Balance for Payment to the Greater Madera Kiwanis; and
3. Waiving the Fees to Cover the Costs of Police Services of \$2,068 (Report by Giachino Chiaramonte)

RES 25-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING UP TO \$5,000 IN PAYMENT TO THE GREATER MADERA KIWANIS SHOULD THE 4TH OF JULY COMMUNITY EVENT NOT RAISE ADEQUATE FUNDS

RES 25-113 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET

RES 25-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE SERVICES FOR THE 4TH OF JULY COMMUNITY EVENT FOR THE GREATER MADERA KIWANIS IN THE AMOUNT OF \$2,068

B-20 Consider an Amendment to the Professional Services Agreement with Fire Safety Solutions

Recommendation: Adopt a Resolution Approving a Third Amendment to the Professional Services Agreement with Fire Safety Solutions, Inc. for Building and Fire Plan Review and Inspection Services (Report by Will Tackett)

RES 25-115 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FIRE SAFETY SOLUTIONS, INC. FOR BUILDING AND FIRE PLAN REVIEW AND INSPECTION SERVICES

C. WORKSHOP: None

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

D-1 Consideration of an Agreement with Flexlynqs, LLC for Consultation Services for the Preparation of a Micro-Transit Feasibility Study

Recommendation: Adopt a Resolution approving an Agreement with Flexlynqs, LLC and the City of Madera to provide consulting services for the preparation of a Micro-Transit Feasibility Study in the amount of \$198,505 (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MONTES.

RES 25-116 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR CONSULTATION SERVICES WITH FLEXLYNQS, LLC. FOR THE DEVELOPMENT OF A MICRO-TRANSIT FEASIBILITY STUDY IN THE AMOUNT OF \$198,505

D-2 Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for Fire Service Operations

Recommendation: Adopt a Resolution Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for \$7,045,082 (Report by Justin Macomb)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MONTES.

RES 25-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2025, TO JUNE 30, 2026, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

E. ADMINISTRATIVE REPORTS:

E-1 Budget Workshop - Expenses

Recommendation: Seek City Council direction on expenses for the Fiscal Year 2025/26 Proposed Budget (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

E-2 Presentation of Capital Improvement Program (CIP) for Fiscal Year (FY) 2025/26 to FY 2029/30

Recommendation:

1. Adopt a Minute Order Accepting the Proposed projects in the City's Draft Capital Improvement Program for FY 2025/26 to FY 2029/30; and
2. Authorize the City Engineer to submit the draft 5-year CIP for FY 2025/26 to FY 2029/30 to the Planning Commission for determination of conformity with the General Plan (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

Mayor Gallegos announced that Councilmember Mejia exited the Council Chambers at 7:32 p.m.

ON MOTION BY MAYOR GALLEGOS AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM E-2 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS MONTES AND MEJIA.

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.

Councilmember Villegas had nothing to report.

Mayor Pro Tem Rodriguez attended a Neighborhood Watch meeting last Thursday in which many community members attended. He thanked Councilmember Mejia for introducing him to WELL (Water Education for Latino Leaders). WELL will have five (5) sessions on water policy and he will attend the first session next month.

Councilmember Evans attended the Madera Community Hospital (MCH) ribbon cutting last week. She used to volunteer in the Maternity Ward and is looking forward to MCH reopening that service. Everyone was invited to attend the upcoming Juneteenth event.

Councilmember Zacharia reminded everyone of the 4th of July event and invited them to go and join them. He also stated that volunteers are welcome as they can use all the help they can get.

Mayor Gallegos and City Manager Arnoldo Rodriguez met with the CEO of Valley Children's Hospital (VCH). VCH has an expansion plan for their site. They want to open a nine (9) restaurant hotel that includes an event center, housing and a small shopping mall. Mayor Gallegos gave a "shout out" to her former student, Rodrigo, who is in attendance with his father. It was great seeing him.

G. CLOSED SESSION:

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

Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, Michael Lima, and Che Johnson

Employee Organizations: Madera Affiliated City Employees' Association, Madera Police Officers' Association, Mid Management Employee Group, and Law Enforcement Mid Management Employee Group

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representative: Arnoldo Rodriguez and Che Johnson

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

G-3 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)

Title: City Attorney

City Attorney Shannon Chaffin made the closed session announcement at 8:00 p.m. Mr. Chaffin and Council returned from Closed Session at 9:47 p.m. Mr. Chaffin stated there was no

reportable action on Item G-1 and Item G-2. For Item G-3, the City Attorney evaluation scored a rating of satisfactory or above.

FUTURE MEETING DATES:

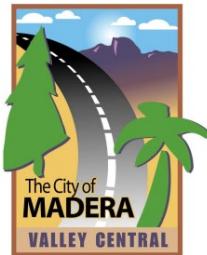
- Wednesday, July 2, 2025
- Wednesday, July 16, 2025

ADJOURNMENT: Meeting was adjourned at 9:47 p.m.

ALICIA GONZALES, City Clerk

CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	06/25/2025s
Adopted:	07/02/2025

Minutes of a Special Meeting of the Madera City Council

June 25, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

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

ROLL CALL:

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

Absent: Councilmember Anita Evans, District 4

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, Director of Financial Services Michael Lima, Deputy City Engineer Ellen Bitter, Assistant Engineer Alexis Raymundo, Administrative Analyst (Finance) Richard Gracia and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Zacharia

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER MEJIA, THE AGENDA WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER EVANS.

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

A. CONSENT CALENDAR:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER EVANS.

A-1 Project List for Fiscal Year (FY) 2025/26 Funded by Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program

Recommendation: Adopt a Resolution Approving the City of Madera Project List for FY 2025/2026 Funded by the SB 1 RMRA of the Local Streets and Roads Funding Program (Report by Keith Helmuth)

RES 25-118 RESOLUTION TO ADOPT THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR (FY) 2025/26 FUNDED BY SENATE BILL 1 (SB 1) ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) – LOCAL STREETS AND ROADS FUNDING PROGRAM

A-2 Request by Artemio R. Rangel for Connection to the City's Water System

Recommendation: Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 16555 North Lake Street (APN 037-020-010) (Report by Keith Helmuth)

RES 25-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16555 N. LAKE STREET (APN 037-020-010)

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

B-1 Presentation and Adoption of the Fiscal Year 2025/26 Proposed Budget

Recommendation: 1. Conduct a Public Hearing and Adopt the Resolution approving the Operating, Capital, and Debt Budgets for Fiscal Year 2025/26
2. Adopt a Resolution establishing an Appropriations Limit for Fiscal Year 2025/26 in the amount of \$62,788,178 (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES ITEM B-1 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER EVANS.

RES 25-120 RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE BUDGET OF THE CITY OF MADERA FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026 IN THE AMOUNT OF \$221,828,880 AND THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

RES 25-121 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE APPROPRIATIONS LIMIT FOR THE 2025/2026 FISCAL YEAR

G. CLOSED SESSION:

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

Agency Designated Representative: Arnoldo Rodriguez

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

City Clerk Alicia Gonzales made the closed session announcement at 6:43 p.m. Council returned from Closed Session at 7:30 p.m. Mayor Gallegos stated there was no reportable action.

FUTURE MEETING DATES:

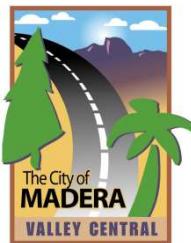
- Wednesday, July 2, 2025
- Wednesday, July 16, 2025

ADJOURNMENT: Meeting was adjourned at 7:30 p.m.

ALICIA GONZALES, City Clerk

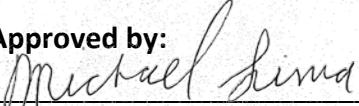
CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:



Michael Lima, Director of Financial Services



Arnoldo Rodriguez, City Manager

Council Meeting of: July 02, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for June 7 to June 20, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of June 7 to June 20, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: Warrant Distribution Summary

Description	Check #'s	Amount
General Warrants	42627 – 42766	\$3,166,695.00

Table 2: Wire Transfer Summary

Description	Vendor	Amount
Payroll and Taxes	US Bank	\$683,380.49
SDI	EDD	\$3,017.42
CalPERS Payment	CalPERS	\$0.00

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2024/2025 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
July 02, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42627	06/10/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 05/25	29,975.32
42628	06/10/2025	FLEET ACQUISITION	Fleet Acquisition	PIONEER FARM EQUIPMENT CO.	KUBOTA TRACTOR - #4408	107,296.57
42629	06/10/2025	ENGINEERING	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	161,394.22
42630	06/10/2025	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	FOOTBALL BANNER	236.04
42631	06/10/2025	ENGINEERING	LTF - Streets	RMA GEOSCIENCE, INC.	R-94 BP3 TESTING LAB	5,036.25
42632	06/10/2025	PD OPERATIONS	PD Operations	HERNANDEZ, RUBEN	PER DIEM - BASIC SCHOOL RESOURCE OFFICER SCHOC	494.50
42633	06/10/2025	PARKS ADMINISTRATION	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN LANDSCAPE MAINTENANCE	7,415.73
42633	06/10/2025	PARKS ADMINISTRATION	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN LANDSCAPE MAINTENANCE	16,454.82
42633	06/10/2025	PARKS ADMINISTRATION	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN LANDSCAPE MAINTENANCE	667.58
42634	06/10/2025	FIRE	Fire	BAUER COMPRESSORS, INC	SCBA'S FOR E-258	17,476.98
42635	06/10/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	82.41
42635	06/10/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	180.94
42635	06/10/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	126.08
42635	06/10/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	105.08
42635	06/10/2025	FINANCE	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	37.77
42635	06/10/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	483.45
42635	06/10/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	175.09
42635	06/10/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	383.22
42635	06/10/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	266.49
42635	06/10/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	180.05
42635	06/10/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	2,139.17
42635	06/10/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	2,162.58
42635	06/10/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	625.01
42635	06/10/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	1,940.13
42635	06/10/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	4,178.55
42635	06/10/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	3,801.87
42635	06/10/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	595.02
42635	06/10/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	253.94
42635	06/10/2025	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	8,563.33
42635	06/10/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/16/25-05/31/25	350.01
42635	06/10/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPAN	2,618.33
42636	06/10/2025	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	1,894.00
42637	06/10/2025	WWTP	WWTP	CENTRAL VALLEY SALINITY COALITION, INC.	CENTRAL VALLEY SALINITY COALITION	11,748.99
42638	06/10/2025	STREETS	STREETS	POTTERS INDUSTRIES LLC	HIGHWAY SAFETY MARKING SPHERES	5,322.65
42639	06/10/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 03/01/25-03/31/25	2,362.00
42639	06/10/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 04/01/25-04/30/25	2,362.00
42640	06/10/2025	WWTP	WWTP	DELLAVALLE LABORATORY, INC.	PERMIT CONTROL LAB	2,420.00
42641	06/10/2025	FINANCE	Central Admin	AT&T	05/25 CALNET SERVICE 9391026406	30.04
42641	06/10/2025	FINANCE	Finance	AT&T	05/25 CALNET SERVICE 9391026406	30.04

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42641	06/10/2025	FINANCE	HR/RISK MGT	AT&T	05/25 CALNET SERVICE 9391026406	31.59
42641	06/10/2025	FINANCE	Parks	AT&T	05/25 CALNET SERVICE 9391026412	2.06
42641	06/10/2025	FINANCE	Parks Administration	AT&T	05/25 CALNET SERVICE 9391031580	288.64
42641	06/10/2025	FINANCE	Sr Citizen Community Serv	AT&T	05/25 CALNET SERVICE 9391026415	67.07
42641	06/10/2025	FINANCE	WWTP	AT&T	05/25 CALNET SERVICE	61.63
42641	06/10/2025	FINANCE	WWTP	AT&T	05/25 CALNET SERVICE 93910264	31.59
42641	06/10/2025	FINANCE	WWTP	AT&T	05/25 CALNET SERVICE 9391026417	40.42
42641	06/10/2025	FINANCE	PD Operations	AT&T	05/25 CALNET SERVICE 9391026409	32.00
42641	06/10/2025	FINANCE	PD Operations	AT&T	05/25 CALNET SERVICE 9391026414	379.18
42642	06/10/2025	FACILITIES	Facilities Maintenance	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - CAL-TRANS	7,623.42
42642	06/10/2025	FACILITIES	Facilities Maintenance	CA DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL DAMAGE	895.26
42643	06/10/2025	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	1,328.08
42643	06/10/2025	FACILITIES	PD Operations	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD	645.00
42644	06/10/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 05/25	69.06
42644	06/10/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 05/25	20.44
42644	06/10/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 05/25	20.58
42644	06/10/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 05/25	146.86
42644	06/10/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 05/25	98.24
42644	06/10/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 05/25	40.03
42644	06/10/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 05/25	137.00
42644	06/10/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 05/25	30.16
42644	06/10/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 05/25	107.96
42644	06/10/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 05/25	20.58
42644	06/10/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 05/25	40.03
42644	06/10/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 05/25	40.03
42644	06/10/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 05/25	49.61
42644	06/10/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 05/25	39.89
42644	06/10/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 05/25	49.33
42644	06/10/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 05/25	49.61
42644	06/10/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 05/25	59.34
42644	06/10/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 05/25	35.09
42644	06/10/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 05/25	39.87
42644	06/10/2025	FINANCE	Sr Citizen Community Serv	COMCAST	CITY INTERNET CONNECTION 05/25	39.89
42644	06/10/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 05/25	32.70
42644	06/10/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 05/25	32.70
42644	06/10/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 05/25	64.27
42644	06/10/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 05/25	44.82
42644	06/10/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 05/25	20.58
42644	06/10/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 05/25	30.16
42644	06/10/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 05/25	20.44
42644	06/10/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 05/25	30.16
42645	06/10/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIF	PRE-EMPLOYMENT SERVICES	510.00
42646	06/10/2025	PD OPERATIONS	PD Operations	CEDERQUIST, BRENT	PER DIEM - SLI SESSION #6	322.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42647	06/10/2025	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	35.00
42647	06/10/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
42647	06/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	36.00
42647	06/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - PANAM	45.00
42647	06/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - JWYC	157.00
42648	06/10/2025	FIRE	Fire	EPPLER TOWING	TOWING SERVICE	950.00
42649	06/10/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 05/16/25-05/31/25	9,330.00
42650	06/10/2025	FINANCE	General Fund	MADERA COUNTY	TSA MCC12403-A-24 FY 24/25 Q1	140,933.48
42651	06/10/2025	PARKS ADMINISTRATION	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	343.69
42652	06/10/2025	FLEET MAINTENANCE	TRANS - FIXED	NAPA MADERA MOTOR PARTS	MISC REPAIR PARTS	84.26
42653	06/10/2025	PARKS	Prop 68 Grant	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARKP	2,923.15
42653	06/10/2025	PARKS ADMINISTRATION	Special Legislative Grant	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	1,414.80
42654	06/10/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	96.25
42654	06/10/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	20,755.21
42654	06/10/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	888.75
42654	06/10/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	39,523.12
42654	06/10/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	1,414.88
42654	06/10/2025	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	820.37
42654	06/10/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	5,226.26
42654	06/10/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	2,555.92
42654	06/10/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	280.52
42654	06/10/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9109225160-1	509.20
42654	06/10/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	102,642.14
42654	06/10/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	26,441.53
42654	06/10/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	9.95
42654	06/10/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	29.84
42654	06/10/2025	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	22.13
42654	06/10/2025	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	10.83
42654	06/10/2025	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	52.56
42654	06/10/2025	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	39.36
42654	06/10/2025	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	29.84
42654	06/10/2025	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	9.54
42654	06/10/2025	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	69.26
42654	06/10/2025	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	11.16
42654	06/10/2025	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	70.17
42654	06/10/2025	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	22.74
42654	06/10/2025	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	169.98
42654	06/10/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	63.05
42655	06/10/2025	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	14,415.67
42656	06/10/2025	ENGINEERING	Sewer Capital Outlay	ROLFE CONSTRUCTION INC.	2025 SS-14 AVENUE 13 SINKHOLE REPAIR	62,626.00
42657	06/10/2025	PW ADMIN	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	13,662.17
42657	06/10/2025	WWTP	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	451.50
42658	06/10/2025	ENGINEERING	LTF - Streets	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - 183.0-184.0	276.09

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42658	06/10/2025	ENGINEERING	LTF - Streets	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - 184.5-185.0 #R-000010	629.68
42659	06/10/2025	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 11/01/24-01/31/25	3,387.96
42659	06/10/2025	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 02/01/25-04/30/25	3,462.84
42660	06/10/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES - 05/25 LAWN SERVICES - 05/25	600.00
42661	06/10/2025	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - ADVANCED SCHOOL RESOURCE OFFICER S1	494.50
42662	06/10/2025	PD OPERATIONS	PD Operations	OTP - FINANCE	PER DIEM - ADVANCED SCHOOL RESOURCE OFFICER S1	322.50
42663	06/17/2025	ENGINEERING	Sewer Capital Outlay	SAK CONSTRUCTION, LLC	AVE 13 SEWER INTERCEPTOR REHABILITATION SS-14	884,238.04
42664	06/17/2025	PD OPERATIONS	PD Operations	HARRY D. WILSON INC.	BMW 1250 - SERVICE #6611	1,243.09
42665	06/17/2025	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	212.24
42666	06/17/2025	INFORMATION SERVICES	General Capital Projects	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT NO. CN-000497 (153,553.55
42667	06/17/2025	PD OPERATIONS	PD Operations	CV FORENSIC NURSING SPECIALISTS	EXAM - 25M-02995	1,500.00
42668	06/17/2025	ENGINEERING	Water Mtnc/Operations	DAVIDS ENGINEERING, INC.	PROFESSIONAL ENG SERVICES	377.25
42669	06/17/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	BENEFITS BROKER SERVICES	3,750.00
42670	06/17/2025	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	210.62
42671	06/17/2025	PARKS ADMINISTRATION	Aquatics Programs	CITY OF SANGER	LIFEGUARD CERTIFICATION	1,500.00
42672	06/17/2025	HR/RISK MGT	WWTP	ANDRES MARTINEZ	TUITION REIMBURSEMENT	161.00
42673	06/17/2025	INFORMATION SERVICES	Computer Replacement	AMS.NET, INC.	STORAGE/SERVER REFRESH PROJECT	143,835.86
42674	06/17/2025	FIRE	MEAS K - FIRE	FORCIBLE ENTRY INC.	FORCE DOOR	4,700.01
42675	06/17/2025	ENGINEERING	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	353,542.50
42676	06/17/2025	ENGINEERING	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	18,607.50
42677	06/17/2025	CITY ADMIN	WWTP	MOUNTAIN VALLEY ENVIRONMENTAL SVC	CONSULTING SERVICES - WWTP TEMP	18,680.00
42678	06/17/2025	CITY CLERK'S OFFICE	General Fund	WATER EDUCATION FOR LATINO LEADERS	WELL UNTAPPED FELLOWSHIP PROGRAM	635.17
42679	06/17/2025	PD OPERATIONS	PD Operations	REWORLD HOLDING CORPORATION	SPECIAL WASTE DELIVERY	1,164.70
42680	06/17/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,216.00
42681	06/17/2025	FINANCE	Aquatics Programs	AT&T	05/25 CALNET SERVICE 9391026397	30.02
42681	06/17/2025	FINANCE	Building	AT&T	05/25 CALNET SERVICE 9391031559	18.65
42681	06/17/2025	FINANCE	Building	AT&T	05/25 CALNET SERVICE 939102639	34.77
42681	06/17/2025	FINANCE	Building	AT&T	05/25 CALNET SERVICE 9391031577	29.93
42681	06/17/2025	FINANCE	Building	AT&T	05/25 CALNET SERVICE 9391026407	31.58
42681	06/17/2025	FINANCE	City Attorney	AT&T	05/25 CALNET SERVICE 9391031559	6.99
42681	06/17/2025	FINANCE	City Attorney	AT&T	05/25 CALNET SERVICE 93910263900	9.92
42681	06/17/2025	FINANCE	City Attorney	AT&T	05/25 CALNET SERVICE 9391031577	8.54
42681	06/17/2025	FINANCE	City Attorney	AT&T	05/25 CALNET SERVICE 9391026388	62.87
42681	06/17/2025	FINANCE	City Clerk's Office	AT&T	05/25 CALNET SERVICE 9391031559	4.66
42681	06/17/2025	FINANCE	City Clerk's Office	AT&T	05/25 CALNET SERVICE 9391026390	9.92
42681	06/17/2025	FINANCE	City Clerk's Office	AT&T	05/25 CALNET SERVICE 9391031577	8.54
42681	06/17/2025	FINANCE	Code Enforcement	AT&T	05/25 CALNET SERVICE 9391026413	62.75
42681	06/17/2025	FINANCE	Comm & Rec Centers	AT&T	05/25 CALNET SERVICE 9391026391	310.89
42681	06/17/2025	FINANCE	Comm & Rec Centers	AT&T	05/25 CALNET SERVICE 9391026392	63.32
42681	06/17/2025	FINANCE	COMPUTER MAINT	AT&T	05/25 CALNET SERVICE 9391031559	2.33
42681	06/17/2025	FINANCE	COMPUTER MAINT	AT&T	05/25 CALNET SERVICE 9391026390	19.87
42681	06/17/2025	FINANCE	COMPUTER MAINT	AT&T	05/25 CALNET SERVICE 9391031577	17.10
42681	06/17/2025	FINANCE	Engineering	AT&T	05/25 CALNET SERVICE 9391031559	34.97

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42681	06/17/2025	FINANCE	Engineering	AT&T	05/25 CALNET SERVICE 9391026390	69.55
42681	06/17/2025	FINANCE	Engineering	AT&T	05/25 CALNET SERVICE 9391031577	59.87
42681	06/17/2025	FINANCE	Facilities Maintenance	AT&T	05/25 CALNET SERVICE 9391026394	24.29
42681	06/17/2025	FINANCE	Facilities Maintenance	AT&T	05/25 CALNET SERVICE 9391031564	13.71
42681	06/17/2025	FINANCE	Finance	AT&T	05/25 CALNET SERVICE 9391031559	23.31
42681	06/17/2025	FINANCE	Finance	AT&T	05/25 CALNET SERVICE 9391026390	54.64
42681	06/17/2025	FINANCE	Finance	AT&T	05/25 CALNET SERVICE 9391031577	47.03
42681	06/17/2025	FINANCE	Fire	AT&T	05/25 CALNET SERVICE 9391026402	31.58
42681	06/17/2025	FINANCE	Fleet Maintenance	AT&T	05/25 CALNET SERVICE 9391026394	16.22
42681	06/17/2025	FINANCE	Fleet Maintenance	AT&T	05/25 CALNET SERVICE 9391031564	9.14
42681	06/17/2025	FINANCE	GRANT OVERSIGHT	AT&T	05/25 CALNET SERVICE 9391031559	11.66
42681	06/17/2025	FINANCE	GRANT OVERSIGHT	AT&T	05/25 CALNET SERVICE 9391026390	19.87
42681	06/17/2025	FINANCE	GRANT OVERSIGHT	AT&T	05/25 CALNET SERVICE 9391031577	17.10
42681	06/17/2025	FINANCE	HR/RISK MGT	AT&T	05/25 CALNET SERVICE 9391031559	6.99
42681	06/17/2025	FINANCE	HR/RISK MGT	AT&T	05/25 CALNET SERVICE 9391026390	14.87
42681	06/17/2025	FINANCE	HR/RISK MGT	AT&T	05/25 CALNET SERVICE 9391031577	12.80
42681	06/17/2025	FINANCE	Planning	AT&T	05/25 CALNET SERVICE 9391031559	11.66
42681	06/17/2025	FINANCE	Planning	AT&T	05/25 CALNET SERVICE 9391026390	24.82
42681	06/17/2025	FINANCE	Planning	AT&T	05/25 CALNET SERVICE 9391031577	21.37
42681	06/17/2025	FINANCE	STREETS	AT&T	05/25 CALNET SERVICE 9391026394	40.51
42681	06/17/2025	FINANCE	STREETS	AT&T	05/25 CALNET SERVICE 9391031564	22.86
42681	06/17/2025	FINANCE	Sewer Mtnc/Operations	AT&T	05/25 CALNET SERVICE 9391026394	28.34
42681	06/17/2025	FINANCE	Sewer Mtnc/Operations	AT&T	05/25 CALNET SERVICE 9391031564	15.99
42681	06/17/2025	FINANCE	SOLID WASTE	AT&T	05/25 CALNET SERVICE 9391026394	32.39
42681	06/17/2025	FINANCE	SOLID WASTE	AT&T	05/25 CALNET SERVICE 9391031564	18.29
42681	06/17/2025	FINANCE	Sr Citizen Community Serv	AT&T	05/25 CALNET SERVICE 9391026395	31.58
42681	06/17/2025	FINANCE	Sr Citizen Community Serv	AT&T	05/25 CALNET SERVICE 9391026389	31.58
42681	06/17/2025	FINANCE	UB - Garbage	AT&T	05/25 CALNET SERVICE 9391026394	8.10
42681	06/17/2025	FINANCE	UB - Garbage	AT&T	05/25 CALNET SERVICE 9391031564	4.57
42681	06/17/2025	FINANCE	UB - Garbage	AT&T	05/25 CALNET SERVICE 9391031559	6.21
42681	06/17/2025	FINANCE	UB - Garbage	AT&T	05/25 CALNET SERVICE 9391026390	16.13
42681	06/17/2025	FINANCE	UB - Garbage	AT&T	05/25 CALNET SERVICE 9391031577	13.89
42681	06/17/2025	FINANCE	UB - Sewer	AT&T	05/25 CALNET SERVICE 9391026394	8.10
42681	06/17/2025	FINANCE	UB - Sewer	AT&T	05/25 CALNET SERVICE 9391031564	4.57
42681	06/17/2025	FINANCE	UB - Sewer	AT&T	05/25 CALNET SERVICE 9391031559	6.22
42681	06/17/2025	FINANCE	UB - Sewer	AT&T	05/25 CALNET SERVICE 9391026390	16.14
42681	06/17/2025	FINANCE	UB - Sewer	AT&T	05/25 CALNET SERVICE 9391031577	13.89
42681	06/17/2025	FINANCE	UB - Water	AT&T	05/25 CALNET SERVICE 9391026394	16.22
42681	06/17/2025	FINANCE	UB - Water	AT&T	05/25 CALNET SERVICE 9391031564	9.15
42681	06/17/2025	FINANCE	UB - Water	AT&T	05/25 CALNET SERVICE 9391031559	12.43
42681	06/17/2025	FINANCE	UB - Water	AT&T	05/25 CALNET SERVICE 9391026390	32.35
42681	06/17/2025	FINANCE	UB - Water	AT&T	05/25 CALNET SERVICE 9391031577	27.84
42681	06/17/2025	FINANCE	UB - Water	AT&T	05/25 CALNET SERVICE 9391026393	93.19

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42681	06/17/2025	FINANCE	Water Mtnc/Operations	AT&T	05/25 CALNET SERVICE 9391026394	36.44
42681	06/17/2025	FINANCE	Water Mtnc/Operations	AT&T	05/25 CALNET SERVICE 9391031564	20.56
42681	06/17/2025	FINANCE	Water Quality Control	AT&T	05/25 CALNET SERVICE 9391026394	16.22
42681	06/17/2025	FINANCE	Water Quality Control	AT&T	05/25 CALNET SERVICE 9391031564	9.14
42681	06/17/2025	FINANCE	WWTP	AT&T	05/25 CALNET SERVICE 9391026394	24.29
42681	06/17/2025	FINANCE	WWTP	AT&T	05/25 CALNET SERVICE 9391031564	13.71
42681	06/17/2025	FINANCE	City Manager	AT&T	05/25 CALNET SERVICE 9391031559	9.32
42681	06/17/2025	FINANCE	City Manager	AT&T	05/25 CALNET SERVICE 9391026390	9.92
42681	06/17/2025	FINANCE	City Manager	AT&T	05/25 CALNET SERVICE 9391031577	8.54
42681	06/17/2025	FINANCE	Purchasing	AT&T	05/25 CALNET SERVICE 9391026394	24.29
42681	06/17/2025	FINANCE	Purchasing	AT&T	05/25 CALNET SERVICE 9391031564	13.71
42681	06/17/2025	FINANCE	PD Operations	AT&T	05/25 CALNET SERVICE 9391031579	284.88
42681	06/17/2025	FINANCE	PD Operations	AT&T	05/25 CALNET SERVICE 9391031561	155.40
42681	06/17/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391026411	149.89
42682	06/17/2025	FINANCE	PD Operations	AT&T	05/25 FIRSTNET SERVICE 287302965625	7,593.02
42683	06/17/2025	CITY CLERK'S OFFICE	City Clerk's Office	AMERICAN LEGAL PUBLISHING CORP	ONLINE MUNICIPAL CODE RENEWAL	495.00
42684	06/17/2025	SEWER MTNC/OPERATIONS WWTP	BSK ASSOCIATES		PERMIT COMPLIANCE LAB	199.00
42684	06/17/2025	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	1,015.00
42685	06/17/2025	CITY ADMIN	Water Mtnc/Operations	BOTWRIGHT JR., JOHN D.	PER DIEM - TRI STATE SEMINAR	473.00
42686	06/17/2025	CITY CLERK'S OFFICE	General Fund	CNA SURETY	BOND - CITY CLERK	255.00
42687	06/17/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR 06/06/2025 PAYROLL	824.44
42688	06/17/2025	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2025 FORD PICKUP #2019	74,519.02
42689	06/17/2025	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 06/25	434.50
42689	06/17/2025	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 06/25	434.50
42690	06/17/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL HEADS	1,461.38
42691	06/17/2025	FIRE	Fire	L.N. CURTIS & SONS	FOAM E-57	2,495.88
42691	06/17/2025	FIRE	Fire	L.N. CURTIS & SONS	INTAKE VALVE E-57	3,525.15
42692	06/17/2025	FLEET MAINTENANCE	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6038	540.88
42692	06/17/2025	FLEET MAINTENANCE	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6039	540.88
42692	06/17/2025	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6042	12,726.92
42692	06/17/2025	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6043	6,413.63
42693	06/17/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	8,896.00
42694	06/17/2025	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9919593	93.33
42694	06/17/2025	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9893626	200.00
42694	06/17/2025	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9911250	200.00
42694	06/17/2025	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9925306	200.00
42694	06/17/2025	FINANCE	WATER CONSERV	CITY OF MADERA	HOSE BIB FAUCET LOCK REBATE - 9913411	51.90
42695	06/17/2025	CITY ADMIN	Community Promo	MADERA COUNTY E D C	EDC Q4 FY 2024-25	46,520.34
42696	06/17/2025	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2024 PROPERTY TAX APN - 013-220-005-000	615.35
42697	06/17/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	3,904.92
42698	06/17/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	VIGILANT HARDWARE	16,724.72
42699	06/17/2025	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SERVICES R-000094 BID PACKAGE 3	2,771.50
42700	06/17/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	13.25

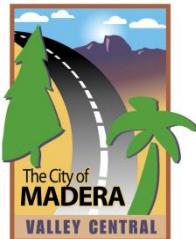
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42700	06/17/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	110.81
42700	06/17/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	1,837.19
42700	06/17/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	449.90
42700	06/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	8,706.33
42700	06/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 1715785853-5	2,194.29
42700	06/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 1598348280-1	88.07
42700	06/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 5225647713-5	15.77
42700	06/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 5207933925-6	82.58
42700	06/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9787342989-4	168.58
42700	06/17/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	112.27
42700	06/17/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	26,161.40
42700	06/17/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/25 SERVICE 8675479583-8	55.20
42700	06/17/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	77.12
42700	06/17/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	34.93
42700	06/17/2025	FINANCE	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	8.38
42700	06/17/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	17,207.33
42700	06/17/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	64.18
42700	06/17/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	11.83
42700	06/17/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	20.64
42700	06/17/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	257.83
42700	06/17/2025	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 6948316261-1	23.05
42700	06/17/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9920095153-3	85.73
42701	06/17/2025	FACILITIES	Sewer Mtnc/Operations	SJVAPCD	AIR QUALITY PERMIT - C3687	98.00
42701	06/17/2025	FACILITIES	Water Mtnc/Operations	SJVAPCD	AIR QUALITY PERMIT - C3686	98.00
42701	06/17/2025	WATER MTNC/OPERATION	Water Mtnc/Operations	SJVAPCD	AIR QUALITY PERMIT - C3369	577.00
42702	06/17/2025	ENGINEERING	AFFORDABLE HOUSING	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	299,122.99
42703	06/17/2025	PW ADMIN	Sewer Mtnc/Operations	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D2 - SOLIS OSCAR	80.00
42704	06/17/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 06/06/25 PAYROLL	1,032.26
42705	06/17/2025	GRANTS	Measure T -Transit Enhanc	TOSTED ASPHALT, INC.	OLIVE & KNOX SIDEWALK	14,099.10
42705	06/17/2025	PARKS ADMINISTRATION	Prop 68 Grant	TOSTED ASPHALT, INC.	LTC RESTROOM PROJECT	10,650.00
42706	06/17/2025	PD OPERATIONS	PD Operations	TRANSUNION RISK & ALT. DATA SOLUTIONS	DATABASE ACCESS 05/25	213.00
42707	06/17/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	ADELL & D ST MAP CHECK & IMPROVEMENT PLAN CHI	3,132.50
42708	06/17/2025	PD OPERATIONS	PD Operations	OTP - FINANCE	REFUND - ALARM PERMIT	50.00
42709	06/17/2025	PD OPERATIONS	PD Operations	OTP - FINANCE	REFUND - COURT SUBPOENA	275.00
42710	06/17/2025	PARKS ADMINISTRATION	Comm & Rec Centers	OTP- PARKS REFUNDS	CANCELLATION REFUND - FBSC	440.00
42710	06/17/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND - FBSC	100.00
42710	06/17/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REFUND - FBSC	25.00
42711	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925205	77.74
42712	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 939842	271.34
42713	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925378	190.27
42714	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919163	347.84
42715	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9894516	242.59
42716	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 8544003	61.94

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42717	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7388092	52.42
42718	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926401	226.08
42719	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924415	204.21
42720	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9895757	253.17
42721	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921436	505.98
42722	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000144	111.41
42723	06/17/2025	UB - WATER	Water Utility	OTP- UB REFUNDS	UB TERM REFUND - 9899990-505256	89.58
42724	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9911374	207.57
42725	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9903131	88.32
42726	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9915679	136.88
42727	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9898394	86.96
42728	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 4919173	312.34
42729	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925840	404.99
42730	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918074	268.63
42731	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UBTERM REFUND 9918914	198.12
42732	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9915913	35.59
42733	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 8224334	94.99
42734	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9890354	222.74
42735	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000022	118.30
42736	06/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919526	118.19
42737	06/20/2025	PARKS	Parks	FERGUSON ENTERPRISES, INC.	ROTARY PARK RESTROOMS	11,115.56
42737	06/20/2025	PARKS ADMINISTRATION	Parks	FERGUSON ENTERPRISES, INC.	ROTARY PARK RESTROOMS	487.58
42738	06/20/2025	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	FUTSAL JERSEYS	539.52
42739	06/20/2025	PARKS ADMINISTRATION	Parks	ELITE MAINTENANCE AND TREE SERVICE	SHARRON AVE - PLANT INSTALLATION	3,200.00
42740	06/20/2025	FINANCE	City Manager	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q4 24/25 CONTRACT/AUDIT SALES TAX	660.45
42741	06/20/2025	PD OPERATIONS	General Trust Fund	MADERA COUNTY FOOD BANK	ANNUAL FUNDRAISING DINNER	520.00
42742	06/20/2025	FINANCE	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 06/10/25-07/10/25	99.00
42743	06/20/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	CITY HALL BREAKROOM - STRIP AND WAX FLOOR	375.00
42744	06/20/2025	HR/RISK MGT	INS/RISK MGT	BAKER, DONELSON, BEARMAN, CALDWELL	LEGAL SERVICES - FEMA APPEAL	18,102.00
42745	06/20/2025	INFORMATION SERVICES	Computer Replacement	NETWORK CRAZE TECHNOLOGIES, INC.	HARDWARE FOR STORAGE	1,926.94
42745	06/20/2025	INFORMATION SERVICES	Computer Replacement	NETWORK CRAZE TECHNOLOGIES, INC.	NETWORK PARTS	3,225.96
42746	06/20/2025	FINANCE	Comm & Rec Centers	AT&T	05/25 CALNET SERVICE 9391026396	267.02
42746	06/20/2025	FINANCE	Sr Citizen Community Serv	AT&T	05/25 CALNET SERVICE 9391026398	31.58
42746	06/20/2025	FINANCE	Sr Citizen Community Serv	AT&T	05/25 CALNET SERVICE 9391026403	34.32
42746	06/20/2025	FINANCE	PD Operations	AT&T	05/25 CALNET SERVICE 9391026401	31.58
42746	06/20/2025	FINANCE	PD Operations	AT&T	05/25 CALNET SERVICE 9391059143	2,008.19
42747	06/20/2025	HR/RISK MGT	General Fund	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL 07/01/25-12/31/25	1,101.00
42748	06/20/2025	HR/RISK MGT	General Fund	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 07/01/25-12/31/25	4,140.00
42749	06/20/2025	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	32.00
42750	06/20/2025	FINANCE	PD Operations	COMCAST	06/25 SVS 8155500320092096	449.22
42751	06/20/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIF	PRE-EMPLOYMENT SERVICES	217.00
42752	06/20/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 06/01/25-06/15/25	7,725.00
42753	06/20/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	CITY WIDE HARRASSMENT PREVENTION TRAINING	4,075.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42754	06/20/2025	CITY ADMIN	General Fund	MADERA CHAMBER OF COMMERCE	2026 MEMBERSHIP DUES	660.00
42755	06/20/2025	GRANTS	Permanent Local Housing	/ MADERA RESCUE MISSION, INC.	PLHA INVOICE 05/25	7,525.85
42756	06/20/2025	PARKS ADMINISTRATION	Recreation	MADERA UNIFIED SCHOOL DISTRICT	RECREATION PROGRAMMING - FIELD TRIPS	579.76
42757	06/20/2025	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 0443905948-8	11.07
42758	06/20/2025	WWTP	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	11,054.50
42759	06/20/2025	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
42760	06/20/2025	INFORMATION SERVICES	Computer Acq & Maint	TYLER TECHNOLOGIES INC.	PACE SOFTWARE RENEWAL	12,068.25
42761	06/20/2025	PARKS ADMINISTRATION	Comm & Rec Centers	OTP- PARKS REFUNDS	CANCELLATION REFUND - PANAM	1,150.00
42761	06/20/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND - PANAM	200.00
42761	06/20/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REFUND - PANAM	25.00
42762	06/20/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	555.00
42762	06/20/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	35.00
42763	06/20/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	500.00
42764	06/20/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	10.00
42765	06/20/2025	UB - WATER	Water Utility	OTP- UB REFUNDS	ACH OVERPAYMENT - 4486007-500593	154.55
42766	06/20/2025	UB - WATER	Water Utility	OTP- UB REFUNDS	UB TERM REFUND 10000352-558105	177.92
731	06/09/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEES	152.00
732	06/09/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
733	06/09/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/06/25	15,136.89
733	06/09/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 06/06/25	1,751.94
734	06/10/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/10/25	1,442.94

BANK #1 - US BANK GENERAL ACCOUNT TOTAL

\$ 3,166,695.00



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnaldo Rodriguez
Arnaldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: B-3

SUBJECT:

Memorandum of Understanding (MOU) with the Madera Police Officers' Association (MPOA)

RECOMMENDATION:

It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and the MPOA effective July 2, 2025, through June 30, 2027

SUMMARY:

The existing MOU with MPOA expires June 30, 2025. Representatives of the City and MPOA met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU. In summary, the proposed agreement includes the following key terms.

- *Duration:* 2-year term
- *Salary:* 3% Cost-of-living adjustment (COLA) July 2025 and 2% COLA July 2026
- *Health Benefits:* City contribution will be equal to the Core+Dental+Vision premiums for the duration of the agreement
- *Longevity:* 3-tier longevity program based on years of full-time City service
- *Paid Holidays:* adds Juneteenth as a recognized City holiday
- *Assignment Pays:* additional eligibility for specialty assignment pay
- *Uniform Allowance:* increased uniform allowance for both sworn and non-sworn employees
- *Police Officer Trainee academy and uniform benefits:* captures existing practice of City-paid academy attendance and provides the sworn uniform allowance while attending the academy

- *Daylight Savings Transition*: ensures employees receive regular pay when hours are short due to daylight savings transition
- *Retention Bonus*: \$1,500 lump sum for each employee in January 2026 and January 2027

DISCUSSION:

The City was represented in labor relations by Mr. Che Johnson of Liebert Cassidy Whitmore. City representatives have met with MPOA representatives to discuss the terms of a successor MOU. At this time, the parties have reached agreement on the terms to be contained in the new MOU. The proposed MOU is provided as an attachment in full, and includes the following changes from the previous MOU in summary.

Core Economic Package

- *Term*: 2 years, effective upon adoption by the City Council July 2, 2025, through June 30, 2027.
- *Salary*:
 1. Employees will receive a three percent (3%) COLA effective the pay period beginning June 28, 2025, with paycheck date July 18, 2025.
 2. Employees will receive a two percent (2%) COLA effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026.
- *Health Insurance*: For the term of the agreement, the City's contribution cap will be set as follows:
 - For Anthem Core and Anthem Buy-up plans, the City contribution will be equal to the Anthem Core + Dental + Vision premiums at each enrollment level.
 - For Kaiser Core and Kaiser Buy-up plans, the City contribution will be equal to the Kaiser Core + Dental + Vision premiums at each enrollment level.
 - There is no change to the waiver amount; it will remain \$450 per month.
- *Longevity Pay*: In recognition of continuous full-time City service, employees will be eligible for Longevity Pay effective the pay period that begins June 28, 2025. Continuous full-time City service will include time credited when an employee meets the criteria for Reinstatement under the City's Personnel Rules and Regulations. Longevity Pay will be as follows:

Table 1: Longevity Pay Program	
<i>Years of Service</i>	<i>Pay Incentive</i>
10	2.5%
15	5.0%
20	7.5%

Lump Sum Payments

- *Retention Bonus:* All employees will be eligible for a \$1,500 lump sum retention bonus to be paid in January 2026 and January 2027.

Ancillary Items

In addition to the Core Economic Package, the City and MPOA have agreed to the following ancillary items specific to the pay and benefits received by employees represented by MPOA.

- *Juneteenth Holiday:* Juneteenth will be a recognized City holiday with business offices closed. As MPOA accrues holiday time in a bank due to the nature of the public safety field, the accrual rate has been adjusted to reflect one (1) additional eight-hour (8-hour) paid holiday.
- *Specialty Assignment Pays:* The following specialty assignments will be eligible for a five percent (5%) pay incentive.
 - Rangemaster/firearms instructor
 - Weaponless defense tactics instructor
 - School Resource Officer
 - Traffic Division
- *Uniform Allowance:* Uniform allowance for both sworn and non-sworn employees has been increased by \$1,000. Uniform allowance is paid per pay period, with the new rates shown in Table 2.

Table 2: MPOA Uniform Allowance		
<i>Personnel Status</i>	<i>Annual</i>	<i>Pay Period</i>
Sworn	\$2,016.86	\$77.57
Non-sworn	\$1,677.04	\$64.50

- *Police Officer Trainee academy and uniform benefits:* When an individual is hired as a Police Officer Trainee, the City sponsors said employee at the Police Academy. Language has been added to the MOU to document the practice of the City paying for the Police Academy fees associated with attendance, as well as required uniforms and equipment. In addition, the proposed MOU will provide for the Sworn uniform allowance to apply to Trainees in recognition of the fact that trainees must have their Sworn uniforms in-hand upon graduation.
- *Daylight Savings Transition:* The proposed MOU documents the City's practice regarding 1 hour of overtime pay for employees who work a 13-hour shift due to the Daylight Savings transition that occurs in the fall. Historically, employees were required to use 1 hour of personal leave time when working during the Daylight Savings transition in the spring. The proposed MOU will provide pay for the employee's typical 12-hour shift (1 hour of Daylight Savings Transition Pay).

Clarification Items

- *Bereavement Leave*: Language has been updated to comply with current California law regarding the duration of bereavement leave (up to 5 days). Language has also been added to comply with requirements for reproductive loss leave.
- *Family Sick Leave*: Language has been added to comply with California law regarding the ability to use Family Sick Leave for a Designated Person who may not be a blood or legal relation.
- *Sick Leave*: The existing Sick Leave language regarding cash-out and/or conversion to service credit at retirement had conflicting language. This was clarified to represent existing practice and similar practices with other units whereby an employee may cash-out their sick leave pursuant to the MOU terms and convert the remaining balance to service credit with the California Public Employees Retirement System.
- *Association Business*: MPOA representatives will document release time hours incurred during their scheduled shift working on matters such as grievances, discipline, negotiations, or meetings with management in the City's timekeeping system. Release time is not provided for the purpose of unit organization or solicitation of membership.
- *Health Benefit Contribution*: When an employee is terminated for cause or convenience by the City, health benefit contributions will be continued for the current benefit month regardless of paid status.

FINANCIAL IMPACT:

The costs associated with the proposed MOU are summarized in Table 3 below. These estimates are based on current workforce and numbers may fluctuate slightly based on the current workforce each pay cycle or when lump sum payments are paid. For Year 1 expenses, monies for the package items noted as funded by the Operating Budget have been included in the adopted Fiscal Year 2025/26 budget. Year 2 expenses will be included when the Fiscal Year 2026/27 budget is prepared. For lump sum payments, a designation will be made in the City's undesignated General Fund balance and all lump sum payments, regardless of the employee's typical payroll expensing department, will be paid by General Fund.

For MPOA, payroll expensing is approximately 73.5% to the General Fund, with remaining costs attributed to Measure K and Police Department Grant Funds.

Table 3: Estimated Costs for Proposed MOU (rounded to nearest dollar)

Compensation Element	Estimated Cost	Source of Funds
Year 1: Fiscal Year 2025/26		
Core Economic Package	\$406,349	Operating Budget
Lump Sum Payments	\$141,007	Undesignated General Fund Balance
Ancillary Items	\$150,373	Operating Budget
Total Year 1	\$697,729	
Year 2: Fiscal Year 2026/27		
Core Economic Package		
Recurring from Year 1	\$406,349	Operating Budget
Additional Year 2	\$210,695	Operating Budget
Lump Sum Payments	\$141,008	Undesignated General Fund Balance
Ancillary Items	\$150,373	Operating Budget
Total Year 2	\$908,426	
Cumulative Contract Cost	\$1,606,155	

ALTERNATIVES:

Council may direct staff to return to the bargaining table and continue to negotiate the terms of a successor MOU. If the Council does not take action on the resolution at this time, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Memorandum of Understanding between the City and MPOA

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND
THE MADERA POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 2, 2025,
THROUGH JUNE 30, 2027**

WHEREAS, the City of Madera (City) and Madera Police Officers' Association (MPOA) previously entered into a Memorandum of Understanding (MOU) that will terminate June 30, 2025; and

WHEREAS, the City and representatives of MPOA have met and conferred in good faith regarding terms and conditions of a successor MOU; and

WHEREAS, the parties have reached agreement on a successor MOU regarding wages, hours, and terms and conditions of employment for positions represented by MPOA.

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 Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association, a copy of which is attached hereto as Attachment A and incorporated herein, is approved.
3. The City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.
4. The Director of Financial Services is directed to designate and classify reserves from the undesignated General Fund balance into the designated classification for the \$1,500 Retention Bonus payments as called for in the Memorandum of Understanding.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A: Memorandum of Understanding between the City and MPOA

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MADERA
AND
THE MADERA POLICE OFFICERS' ASSOCIATION**

Effective July 2, 2025 to June 30, 2027

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Article I - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Police Officers' Association, hereinafter referred to as the Association having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations, and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Article 3 - Discrimination

No employee or prospective employee shall be employed, promoted, demoted or discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, disability, political opinion or affiliation or association membership or activity.

Article 4 - Employee & Employer Rights

The City and the Association agree this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution 4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full. It is further understood that said rights and prerogatives of the City include, but are not limited to, determinations as to levels of service, staffing levels, work schedules, overtime assignments and approval, number and location of work stations, nature of work to be performed, contracting for any work or operation, employee performance standards including, but not limited to, quality and quantity standards, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City and service, except where otherwise provided for in this MOU. It is understood that the practical

consequences upon matters within the scope of representation resulting from the exercise of City rights may be the subject of a grievance.

Article 5 – Association Business

The City shall provide release time for Association Board Representatives upon request for the following purposes:

- Investigation of grievances and potential grievances;
- Attendance at meetings of disciplinary nature when presence is requested by an employee;
- Attendance at meetings with management;
- Meet and confer sessions;
- Attendance at open meetings of Boards and Commissions that affect wages, hours and working conditions of employees in the unit.

Said release time must be approved by the employee's supervisor or Police Chief, and such leave shall not be unreasonably denied. Leave taken under this section shall be reported through Executime for purpose of accounting for the hours taken. Such time is not for the purpose of Association organizing or solicitation of members. It is agreed that efforts shall be made to minimize such release time in scheduling meetings.

Article 6 - Existing Practices and/or Benefits

Existing practices and/or benefits provided by ordinance or resolution of the City Council, Municipal Code, Police Department Manual, Personnel Rules and Regulations, or which are otherwise referenced in this MOU, shall be provided in accordance therewith.

Existing practices and/or benefits which are not referenced in the MOU shall continue without change unless modified or abolished by mutual agreement of the parties. The parties will make a best effort to identify any such practices and/or benefits during the term of the agreement, with the intent to include such in the next agreement and abolish this provision.

Article 7 - Hours of Work

Regular scheduled work hours will be assigned and managed by the Department. The schedule for sworn personnel includes 160 hours in a 28 day work period. Depending upon assignment, the regular work shift of sworn personnel may include 12, 10 or 8 hours of work. If in the sole discretion of the Chief of Police, there is sufficient staffing in patrol to provide 10.0 hour shifts in a 4 day work week totaling 160 hours in a 28 day work period, the City may change to this schedule for patrol after providing a 30 calendar day notice to assigned officers and the Association.

To accommodate preplanned staffing for training and community events, upon providing a minimum of 120 hours notice, the Chief of Police may require an employee to adjust

his/her normally scheduled work hours within a pay period to accommodate the preplanned training/community events, which would otherwise generate overtime. The employee may waive the 120 hour notice at his/her option.

Public Safety Dispatchers work a 12 hour shift for a total of 84 hours in a two week period. With this schedule, overtime compensation will be provided for all hours worked beyond 40 in a workweek.

Records Clerks and the Property and Evidence Officers are scheduled to work five 8 hour days Monday through Friday.

Article 8 - Salary

Effective the pay period beginning June 28, 2025, with paycheck date July 18, 2025, employees represented by this unit and employed by the City will receive a 3% base wage increase.

Effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026, employees represented by this unit and employed by the City will receive a 2% base wage increase.

The salary schedule attached as Exhibit A reflects the salary plan that will be effective upon implementation of the base wage increases on each effective date noted above.

Article 9 - Overtime (Excluding Call Back)

Authorized hours beyond the regularly scheduled hours are to be paid at the applicable overtime or other rate of pay as defined in the MOU. Scheduled shift hours require the employee to work or use leave benefits to total the required number of hours per pay period.

Overtime compensation shall be at the rate of one and one-half times the standard rate for hours worked in excess of the regularly scheduled hours in a workday.

Overtime compensation may be taken either in cash or compensatory time off (C.T.O.) at the option of the employee. There shall be a limit of 200 hours placed upon the total amount of compensatory time, which an employee may accumulate, on the books.

Any CTO on the books, after the last payroll in October has been processed, will be paid with the first payroll in November to reduce CTO to a zero balance.

Article 10 - Call Back for Court Time

Employees required to return to duty for court appearances during "off-duty" hours will be compensated (either pay or comp time) a minimum of three (3) hours of work at time and

one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to three (3) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the three (3) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 11 – Call Back Other Than Court Time

Effective April 1, 2005, employees required to return for required assignments other than court during off-duty hours, will be compensated (either pay or comp time) a minimum of four (4) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to four (4) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the four (4) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 12 - Differential Pay

Employees required to work six or more hours between 1900 hours of one day and 0700 hours of the following day, will receive an additional \$7 per shift for non-sworn and \$10 per shift for sworn staff for each shift actually worked. Differential pay does not apply to vacation or sick leave time off. The City is not responsible for compensation regarding the switching/trading off of shifts.

Article 13 - Stand By Compensation

An employee placed on any type of stand-by through the authority of the Chief of Police shall receive forty dollars (\$40.00) per day. Standby pay will be paid in whole day increments.

Detectives who are assigned to work standby will work in one (1) week increments. The week of standby will be defined as Thursday at 6 p.m. to the following Thursday at 6 p.m. (equivalent to 7 days). However, if the detective is required to return to duty during the standby shift, call back pay will be provided for the duration of the call back assignment consistent with the call back pay provisions in this MOU.

During the standby period the assigned detective is required to be: ready to respond to calls, reachable by phone or pager, able to return to work within 45 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

Standby assignments are to be made on a rotational basis. The detective assigned to work standby for a given week is to provide as much advance notice as is possible when not able to work the scheduled standby shift. Requests to forego a standby shift must be approved by the Chief of Police or his designee.

Article 14 – Holiday Hours Defined

The City agrees to permit the following as holidays subject to current City holiday policy:

New Years Day	Labor Day
Martin Luther King Birthday	Indigenous Peoples' Day
Presidents Day	Veterans Day
Good Friday (4 hours)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Winter Holiday (4 hours) either the last assigned workday prior to Christmas Day or New Years Day, as assigned by the employee's supervisor.

Effective the pay period beginning June 28, 2025, with paycheck date July 18, 2025, the recognized holidays equate to 104 hours; 104 hours per calendar year equals accrual of 4.0 hours per pay period. Holiday time accrues on a per pay period basis for each pay period an employee is in a paid status at least 50% or more of the pay period. For all personnel 50% of a pay period is 40 hours.

Article 15 - Holiday - Anniversary Date

Each employee shall receive the date known as their "employee anniversary date" (month and day of appointment to a regular position) as a holiday. This holiday will be added to vacation time at a straight time pay rate. Credit for the Holiday - Anniversary Date will only be given after the employee's anniversary date has passed.

Article 16 - Holiday Pay Policy

1. An employee may accumulate a maximum of 80 hours of holiday time. Accumulated time exceeding 80 hours will be paid the following pay period. Any payment made from accumulated holiday time will be at the straight time rate.
2. Each employee may elect to cash out 40 hours of holiday time to be paid with the first paycheck in November.
3. Employees actually working on New Years Day, Fourth of July, Thanksgiving Day, the Day After Thanksgiving, or Christmas Day will be paid at time and one half (1 ½) for actual hours worked on the holiday. Said pay rate of time and one half is the maximum rate of pay for any hours worked on the holiday.

Article 17 - Sick Leave

Current sick leave policy shall remain in effect as outlined in the City of Madera Personnel Rules and Regulations with the following additions:

Use of Sick Leave for FMLA/CFRA Leave:

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided below.

Family Sick Leave:

Sick leave may be used to the limit of forty-eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.
 - 1.6. Sibling.
 - 1.7. Designated Person (employee may designate one designated person per 12-month period)
2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- 2.1. A temporary restraining order or restraining order.
- 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of sick leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

Sick leave accrues on a per pay period basis at 3.6293 hours for each pay period an employee is in a paid status at least 50% or more of the pay period. For all personnel 50% of a pay period is 40 hours.

Sick Leave Conversion:

PERS Sick Leave Conversion. Upon retirement, an employee may choose conversion of accrued sick leave to time in service for the calculation of retirement benefits. If the retiring employee does not elect conversion of this time to service credit a retiring employee may elect a cash out using the schedule below. Retiring employees also may elect to receive a cash out of accrued sick leave per the schedule below and convert the balance of sick leave to service credit.

Sick Leave Cash out. Sick leave is to be cashed out per the following schedule when an employee separates employment for reasons other than retirement or waives the sick leave conversion option available for retiring employees.

YEARS OF SERVICE	CASH-OUT	YEARS OF SERVICE	CASH-OUT
5	7.5%	13	19.5%
6	9.0%	14	21.0%
7	10.5%	15	22.5%
8	12.0%	16	24.0%

9	13.5%	17	25.5%
10	15.0%	18	27.0%
11	16.5%	19	28.5%
12	18.0%	20	30.0%

Article 18 - Vacation

Current vacation policies as outlined in the City of Madera Personnel Rules and Regulations will remain in effect, and the vacation accumulation schedule will be as follows:

COMPLETED YEARS = HOURS EARNED PER PAY PERIOD

0 - 5 yrs. continuous service =	3.6923 hours per pay period
5 - 10 yrs. continuous service =	4.6153 hours per pay period
10 - 15 yrs. continuous service =	5.5384 hours per pay period
15 - 19 yrs. continuous service =	6.1538 hours per pay period
20 plus yrs. continuous service =	6.4615 hours per pay period

Vacation Leave accrues on a per pay period basis for each period an employee is in a paid status at least 50% or more of the period. For all personnel 50% of a period is 40 hours.

An employee may use Vacation Leave upon completing six months of continuous service. The primary objective of providing vacation time off benefits is to permit employees the opportunity for time away from work with pay. The accumulation limit is 360 hours.

Article 19 - Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to their immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty in a given fiscal year. For the purposes of administering paid military

leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, comp or holiday time. Per Opinion No. 00-306 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request a leave without pay or the use of vacation, comp or holiday time.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and Military pay after verification of Military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. This salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit dollars for each period in which the salary continuation benefits are paid. Uniform and/or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 20 - Leave Without Pay

The City Manager or designee may grant an employee a leave of absence without pay for a period not to exceed six months. Under extraordinary circumstances the employee may request a six-month extension. The total amount of leave without pay shall not exceed one year.

Leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 21 – Bereavement Leave

In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of

three (3) days for in-state relatives and five (5) days for out-of-state relatives. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked.

When a death occurs in the immediate family of an employee, the employee shall be granted up five (5) days leave for the death of a family member. Such time will be charged to sick leave, vacation leave, administrative leave or floating holiday at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

In accordance with government code 12945.6, employees employed for 30 days or more with the City may take up to five (5) days of leave for a reproductive loss event. Reproductive loss leave is not required to be taken consecutively but must be completed within three (3) months of the loss. If an employee experiences more than one loss in a year, they are entitled to no more than twenty (20) days of reproductive loss leave in that one-year period. Employees may use any of their available accrued time off (vacation, sick or compensatory time off) to cover their reproductive loss leave. If an employee does not have any accrued leave time, they may be approved for unpaid leave.

Article 22 - Uniforms

The Chief of Police has the authority to require the wearing of a uniform. All employees required to wear, or maintain, a uniform shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

	Annual	Per Pay Period
Sworn Officers	\$2,016.86	\$77.57
Non Sworn	\$1,677.04	\$64.50

All sworn personnel will be responsible for maintenance of their bullet proof vest. The City provides only the first vest and up to \$3,000 in replacement vests per year based on the Police Chief's authorization. Additionally, new sworn employees may choose to have the department purchase an approved exterior patrol vest that is compatible with their bullet proof vest; this option for a City-purchased exterior patrol vest is only available one time at the time of hire. Upon adoption of this Agreement by all parties, existing employees will be eligible for reimbursement of up to 50% of the cost of an initial or replacement exterior patrol vest, not to exceed \$200, once every four years. The reimbursement request must be accompanied by a receipt documenting purchase and no reimbursement will be issued for exterior patrol vests not approved for use by the Chief of Police. No reimbursement will be issued for exterior patrol vests purchased prior to adoption of this Agreement by all parties.

Article 23 – Health and Safety Equipment

Except as provided in Article 20 above, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. The Department will provide individually assigned rain gear to Patrol personnel. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the employee. Employees shall turn in City provided and City owned items upon separation from employment.

Article 24 - Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by the City Council.

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 13%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The

City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by the City Council.

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 7%.

Article 25 - Retirement Contract Negotiations

The Association and the City agree to immediately meet and confer in the event the Federal government passes any legal legislative or regulatory action requiring the City to re-enact Social Security coverage. The termination of the retirement contract in Article 24 of this MOU will be discussed.

Article 26 - Deferred Compensation

Currently the City pays an amount equal to 4.2% of the non safety (non sworn) employees' gross salary into a deferred compensation plan. The 4.2% may be rounded up or down. The City does not provide such a contribution for the safety (sworn) employees.

Article 27 - Health Insurance

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less

than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive \$450 per month.

For the term of this agreement only, the City's defined contribution towards health insurance will be capped using the following formula. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium
- There will be no change to the waiver amount.

Following expiration of this agreement, the City's defined contribution for health insurance will be set at the January 2027 core rates. There will be no automatic increases in the City's contributions unless specifically agreed to by the parties.

Because the City's benefit plans are administered in whole month increments, when an employee is terminated for cause or convenience by the City, benefit contributions as defined above will continue for the current coverage month regardless of paid status.

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may

change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits

Article 28 - Retiree Health Insurance

City retirees may continue to participate in the City health plan offerings (medical, dental and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Retirees choosing to exercise this option will pay a monthly 2% administrative fee. Retiree and dependent coverage are available under this program.

Article 29 - Education Incentive

All personnel will be eligible for an education certificate incentive as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

The Educational / POST incentives – “Compounded”:

2.5 %	60 college units with a grade of C or better from an accredited institution
2.5 %	Intermediate POST Certificate
2.5 %	Advanced POST Certificate
<u>5.0 %</u>	BA or BS Degree from an accredited institution
12.50%	Total

Courses of study will be approved by the Chief of Police or his designee.

Article 30 - Education Reimbursement

Sworn and non-sworn personnel are eligible for job related educational reimbursement for courses with prior approval of the Chief of Police and a minimum passing grade of "C" as follows:

a) No Mileage, b) Books: 100%, c) Tuition: 100%

The 100% reimbursement is limited to a total of not more than \$2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course.

Article 31 - Bilingual Incentive

An employee represented by this MOU is eligible to earn pay above the normal pay rate if the employee passes a bilingual exam administered by the City as follows. No employee will be compensated for more than one identified bilingual skill (i.e. an employee represented by this unit cannot receive Spanish/English bilingual pay as well as ASL bilingual pay).

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test for Peace Officers", with a score of 5 or better. - \$250 per month.

OR

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" as follows:

Minimum Spanish/English Social Services Exam Score	Monthly Bilingual Incentive
3	\$150.00
4	\$200.00
5	\$250.00

OR

Successfully passing the American Sign Language Proficiency Interview (ASLPI):

ASLPI Exam Score	Monthly Bilingual Incentive
1 to 2	\$150.00
2+ to 3+	\$200.00
4 to 5	\$250.00

The City Manager shall determine the number of bilingual positions and tier levels needed for each department.

Article 32 - Canine Officers

A. Canine officer assignments are at the sole discretion of the Chief of Police. Selection for canine assignment and removal from such assignment may not be appealed or grieved, unless the removal is done for disciplinary reasons.

B. The Department has sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

C. For purposes of developing an amount to compensate K-9 Officers for duties not directly related to law enforcement, and to meet the overtime requirements under the Fair Labor Standards Act, items i through xii in this Article have been used. K-9 duties not directly related to law enforcement, includes all duties and responsibilities needed to maintain a trained K-9, capable of being accepted into a Police K-9 program. This includes feeding and caring for the animal and general conditioning/obedience training. While not specific to police work, this training is necessary to advance the canine to the next step of performing police work. The City does not expect this training be as extensive as that required to professionally "show" a K-9 in competition. However, this training is to maintain a level necessary for acceptance as a competitive hobbyist showing in sanctioned American Kennel Club competition, equivalent to "Open A Class", "C. D. X." designation.

D. Compensation for canine assignment is based upon an agreed time spent performing Dog Handling duties, separate and apart from the duties of a Police Officer, and includes, but is not limited to, feeding, grooming, training, exercising, transporting, obtaining veterinary care, purchasing food and supplies. The time a canine officer is on duty as a Police Officer utilizing the K-9 to assist with law enforcement duties is excluded from such time. This includes regularly scheduled shifts and overtime. The K-9 Officer's supervisor must authorize the overtime necessary to maintain the Police K-9's unique skills and abilities related to Police work should the time not be available during an officer's regular shift.

- i. This time is estimated to average 3.5 hours per week.
- ii. Pay for such time is set to 1.5 times the California Minimum Wage.
- iii. Such pay shall be made as a flat amount per two week pay period.
- iv. In extraordinary circumstances, any Dog Handling duties which may exceed 3.5 hours in a given week must be authorized by the Chief of Police as at the Dog Handled overtime hourly rate of no more than 1.5 times California Minimum Wage.
- v. No additional compensation for K-9 Officer assignments shall be made other than what is set forth in this agreement.
- vi. Timekeeping for Dog Handler duties is not required, unless the 3.5 hour per week average is exceeded.
- vii. Dog Handler pay, at the flat per pay period amount, does not affect a Police Officer's regular rate of pay for overtime as a Police Officer.
- viii. To the extent permitted by CalPERS, Dog Handler pay is included as pay for retirement purposes.

- ix. Actual cost of dog food, equipment supplies and veterinarian services will be paid by the City through accounts with designated vendors.
- x. K-9 Officers shall have assigned vehicles. The vehicle shall only be used by the K-9 Officer and may be kept at the Officer's residence, except if needed in an emergency. Restrictions placed on other officers who have an assigned vehicle shall apply to K-9 Officers.
- xi. Overtime for Officers with assigned vehicles, including K-9, when called out shall be from the time that they depart their residence until the time they return, unless the call out merges into the officer's assigned shift. In the event this occurs, compensation ends when the Officer goes off duty at the end of the shift.
- xii. The K-9 is the property of the City of Madera, however, upon the retirement of the K-9 from Police work, the Officer shall have the first right to purchase from the City the K-9 at the purchase price of \$1.

Article 33 - Sworn Officer Specialty Assignment Incentives

Sworn Officers assigned by the Chief of Police in the following assignments will be eligible for an incentive pay equal to 5% of base pay. All appointments will be made for whole pay periods consistent with the City's pay calendar. Individuals may only receive 1 assignment-based incentive pay.

- Field Training Officer (FTO)
- Detective, including MADNET, SIU, or similar special unit assignments
- Range Master/firearms instructor
- Weaponless Defensive Tactics instructor
- School Resource Officer
- Traffic Division

For any newly eligible incentive pay, upon approval of this Memorandum of Understanding by the City Council, said pay will be effective June 28, 2025, with pay date July 18, 2025.

Officers serving on the County-wide SWAT team will receive an annual allowance to offset the equipment expense and investment of time in this activity. Upon initial assignment, SWAT officers will receive an allowance of \$1000.00. Each year thereafter, SWAT officers will receive an allowance of \$500.00. The annual allowance will be paid each year in July. If an officer receives the initial SWAT allowance of \$1000.00 between January and June of any year, the officer will not be eligible for the annual \$500.00 allowance until the following year. Upon adoption of this MOU, current SWAT members will be eligible for the initial \$1000.00 allowance.

Article 34 - Non Sworn Training Incentive

Property & Evidence Officer, Public Safety Dispatcher, and Records Clerk Training Incentive shall be 5% when actual field training is being conducted for the duration of the training period. The training incentive will be paid for whole pay periods only. No incentive will be paid for periods of less than a whole pay period.

Article 35 - Take Home Vehicle

A take home vehicle program has been established. Take home vehicles shall only be assigned to officers residing within the City limits.

The City and the Association agree that Police Officers may leave their assigned take home vehicle at the Police Department or City corporation yard in lieu of taking the vehicle home. In the case where a vehicle is taken home, the value to the assigned Police Officer equals or exceeds the compensation due for incidental maintenance of the assigned vehicle by the Police Officer.

Detectives assigned to Standby per Article 11 of this MOU may take a designated police vehicle to their place of residence while on the assigned Standby shift as long as the response time from the residence to the City of Madera is forty (40) minutes or less.

Take Home Vehicle reporting as a fringe benefit cost shall comply with IRS requirements.

Article 36 - Minimum Salary Change With Promotion

When promoted from one class to another, there shall be a minimum increase in actual salary. This salary increase will be not less than five (5) percent, but shall not exceed the top step of the new class. Actual salary increase shall be calculated after adding all assignment pay in the position prior to promotion.

Article 37 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, which ever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Manager.

Article 38 – Police Officer Trainee Uniform and Academy Benefits

For personnel employed as Police Officer Trainees and sponsored at the Basic Post Academy by the City of Madera, the City will purchase all Academy-required uniforms

and equipment on the Trainees' behalf. Should a Police Officer Trainee be hired mid-Academy, the City will provide all Academy-required uniforms and equipment not yet purchased; items already purchased are not eligible for reimbursement. While attending the academy, Police Officer Trainees are eligible for the Sworn Personnel uniform allowance to be used for the purchase of required sworn officer uniforms upon Academy graduation.

Article 39 – Daylight Savings Transition Time

For employees working during the Fall Daylight Savings transition when clocks are adjusted back 1 hour, employees will receive pay for the additional hour of work at time and one-half.

For employees working during the Spring Daylight Savings transition when clocks are adjusted forward 1 hour, employees will receive pay for the one hour of time "lost" due to the transition. For example, an employee scheduled to work 12-hours who only has 11-hours of actual work due to the Daylight Savings transition will be paid 1 hour of Daylight Savings Transition time for a total of 12-hours.

Article 40 – Longevity Pay

In recognition of continuous full-time City employment, employees represented by this unit will be eligible for longevity pay as follows. For any employee approved for rehire under the reinstatement provision of the City's Personnel Rules & Regulations, years of service will be calculated using the adjusted Service Date, calculated as Rehire Date + prior full-time continuous service. This is the same adjusted Service Date used for benefit accrual calculations for reinstated employees.

As this is a new pay upon approval of this Memorandum of Understanding, current employees will be eligible for Longevity Pay the pay period that begins June 28, 2025, with pay date July 18, 2025. When an employee becomes eligible for a new Longevity Pay rate in the future based on years of service, the pay will be effective the first whole pay period following the applicable anniversary date.

Years of Service	Percent of Base Salary
10	2.5%
15	5.0%
20	7.5%

Article 41 – Retention Bonus

Employees represented by this unit and employed with the City at the time of paycheck issuance will receive a retention bonus payment in the amount of \$1,500 to be paid in the January 16, 2026, and January 15, 2027 paychecks. This provision shall automatically sunset after January 15, 2027.

Article 42 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practicable. This will be done no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Manager or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Manager will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Manager or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods

discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 43 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence Without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or- destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the Violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Manager within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working

environment unless this individual is an official representative of the employee group. The City Manager may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Manager, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 44 - Pay Date

Pay dates shall remain the same as they are currently.

Article 45 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 46 - Layoffs

In the event that the City anticipates a layoff of employees within the Association, the City will give the Association written notice of its intention to lay off. Within five (5) days of this notice either party may, by serving notice to the other party, reopen this agreement to negotiate a decrease in salary and benefits as a cost savings (in an effort to avoid a layoff). Nothing in this section relinquishes the City's exclusive right to lay off employees in the Association if this agreement is reopened and parties fail to reach a mutually acceptable agreement to avoid a layoff.

Article 47 - Notice of Future Meet & Confer

Other than provided in the Openers Article below, if the Madera Police Officers' Association desires to meet and confer with representatives of the City of Madera concerning improvements or changes in wages, hours, or other conditions of improvements for the employee/members represented by the Association, the Association shall serve upon the City Manager a written request to open negotiations following the signing of this Memorandum of Understanding. Said request shall contain all of the changes in wages, hours, conditions of employment proposed by the Association to take effect on or after July 1, 2025. Notwithstanding the above, City shall provide to the leadership of the MPOA a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof.

Article 48 - Separability

It is understood and agreed that this Memorandum of Understanding is subject to all current and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such law. If any part of this MOU is in conflict with, or inconsistent with, such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such prior provision shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

Article 49 - Openers

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following (#5 shall be a Meet and Consult item):

1. Personnel Codes, Rules & Regulations - During the term of the agreement there shall be an opener to meet and confer regarding potential changes in the Municipal Code and Resolutions dealing with Personnel Rules and Regulations and other personnel related administrative policies and practices.
2. Mandated Changes in the Employee/Employer Relationship - To meet and confer on any mandates that would change the rules for Employee/Employer Relations.
3. Social Security - To meet and confer on this issue should Social Security be mandated for City employees.
4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from the MPOA before implementing a reduction in force .

Article 50 – Term

This Memorandum of Understanding shall be effective July 2, 2025, unless otherwise noted; apply to those employed by the City on the date ratification has been completed by both the Association and the City; and shall remain in full force and effect through June 30, 2027.

It shall continue in full force and effect from day to day thereafter until modified by mutual agreement of the City of Madera and MPOA.

Signatures

REPRESENTATIVES OF THE MADERA POLICE OFFICERS' ASSOCIATION

Blake Short, MPOA President

Date

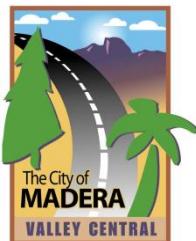
MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager

Date

Exhibit A: MPOA Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective 6/28/2025							
Crime Analysis Technician	306	\$1,823.55	\$1,915.14	\$2,010.86	\$2,111.32	\$2,216.50	\$2,327.59
Police Corporal	383	\$2,677.41	\$2,811.55	\$2,952.18	\$3,099.32	\$3,254.73	\$3,417.23
Police Officer I	363	\$2,423.32	\$2,544.46	\$2,671.50	\$2,805.05	\$2,945.68	\$3,092.82
Police Officer II	373	\$2,547.41	\$2,674.46	\$2,808.59	\$2,948.64	\$3,096.37	\$3,251.18
Police Officer Trainee	333	\$2,086.50	\$2,191.09	\$2,300.41	\$2,415.64	\$2,536.18	\$2,663.23
Police Sergeant	426	\$3,317.96	\$3,484.00	\$3,658.32	\$3,840.91	\$4,032.96	\$4,234.46
Property & Evidence Officer	296	\$1,734.91	\$1,821.77	\$1,912.77	\$2,008.50	\$2,108.96	\$2,214.14
Public Safety Dispatcher	294	\$1,717.77	\$1,803.46	\$1,893.86	\$1,988.41	\$2,087.68	\$2,192.27
Records Clerk	270	\$1,523.96	\$1,600.18	\$1,679.95	\$1,764.46	\$1,852.50	\$1,945.27
Effective 6/13/2026							
Crime Analysis Technician	306	\$1,860.02	\$1,953.44	\$2,051.08	\$2,153.55	\$2,260.83	\$2,374.14
Police Corporal	383	\$2,730.96	\$2,867.78	\$3,011.23	\$3,161.31	\$3,319.82	\$3,485.57
Police Officer I	363	\$2,471.79	\$2,595.34	\$2,724.93	\$2,861.15	\$3,004.60	\$3,154.68
Police Officer II	373	\$2,598.36	\$2,727.95	\$2,864.76	\$3,007.61	\$3,158.29	\$3,316.21
Police Officer Trainee	333	\$2,128.23	\$2,234.91	\$2,346.42	\$2,463.95	\$2,586.91	\$2,716.49
Police Sergeant	426	\$3,384.32	\$3,553.68	\$3,731.49	\$3,917.73	\$4,113.62	\$4,319.15
Property & Evidence Officer	296	\$1,769.61	\$1,858.21	\$1,951.03	\$2,048.67	\$2,151.14	\$2,258.42
Public Safety Dispatcher	294	\$1,752.13	\$1,839.52	\$1,931.74	\$2,028.18	\$2,129.44	\$2,236.12
Records Clerk	270	\$1,554.43	\$1,632.19	\$1,713.55	\$1,799.74	\$1,889.55	\$1,984.18



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnaldo Rodriguez
Arnaldo Rodriguez, City Manager

Council Meeting of: July 2, 2025**Agenda Number:** B-4**SUBJECT:**

Memorandum of Understanding (MOU) with Law Enforcement Mid Management (LEMM)

RECOMMENDATION:

It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and LEMM effective July 2, 2025, through June 30, 2027

SUMMARY:

The existing MOU with LEMM expires June 30, 2025. Representatives of the City and LEMM met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU. In summary, the proposed agreement includes the following key terms.

- *Duration:* 2-year term
- *Salary:* 3% Cost-of-living adjustment (COLA) July 2025 and 2% COLA July 2026
- *Health Benefits:* City contribution will be equal to the Core+Dental+Vision premiums for the duration of the agreement
- *Longevity:* 3-tier longevity program based on years of full-time City service
- *Paid Holidays:* adds Juneteenth as a recognized City holiday
- *Uniform Allowance:* increased uniform allowance for both sworn and non-sworn employees
- *Retention Bonus:* \$1,500 lump sum for each employee in January 2026 and January 2027

DISCUSSION:

The City was represented in labor relations by Mr. Che Johnson of Liebert Cassidy Whitmore. City representatives have met with LEMM representatives to discuss the terms of a successor MOU.

At this time, the parties have reached agreement on the terms to be contained in the new MOU. The proposed MOU is provided as an attachment in full, and includes the following changes from the previous MOU in summary.

Core Economic Package

- *Term:* 2 years, effective upon adoption by the City Council July 2, 2025, through June 30, 2027.
- *Salary:*
 1. Employees will receive a three percent (3%) COLA effective the pay period beginning June 28, 2025, with paycheck date July 18, 2025.
 2. Employees will receive a two percent (2%) COLA effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026.
- *Health Insurance:* For the term of the agreement, the City's contribution cap will be set as follows:
 - For Anthem Core and Anthem Buy-up plans, the City contribution will be equal to the Anthem Core + Dental + Vision premiums at each enrollment level.
 - For Kaiser Core and Kaiser Buy-up plans, the City contribution will be equal to the Kaiser Core + Dental + Vision premiums at each enrollment level.
 - There is no change to the waiver amount; it will remain \$450 per month.
- *Longevity Pay:* In recognition of continuous full-time City service, employees will be eligible for Longevity Pay effective the pay period that begins June 28, 2025. Continuous full-time City service will include time credited when an employee meets the criteria for Reinstatement under the City's Personnel Rules and Regulations. Longevity Pay will be as follows:

Table 1: Longevity Pay Program	
<i>Years of Service</i>	<i>Pay Incentive</i>
10	2.5%
15	5.0%
20	7.5%

Lump Sum Payments

- *Retention Bonus:* All employees will be eligible for a \$1,500 lump sum retention bonus to be paid in January 2026 and January 2027.

Ancillary Items

In addition to the Core Economic Package, the City and LEMM have agreed to the following ancillary items specific to the pay and benefits received by employees represented by LEMM.

- *Juneteenth Holiday*: Juneteenth will be a recognized City holiday with business offices closed.
- *Uniform Allowance*: Uniform allowance for both sworn and non-sworn employees has been increased by \$1,000. Uniform allowance is paid per pay period, with the new rates shown in Table 2.

Table 2: LEMM Uniform Allowance		
<i>Personnel Status</i>	<i>Annual</i>	<i>Pay Period</i>
Sworn	\$1,750	\$67.31
Non-sworn	\$1,530	\$58.85

Clarification Items

- *Bereavement Leave*: Language has been updated to comply with current California law regarding the duration of bereavement leave (up to 5 days). Language has also been added to comply with requirements for reproductive loss leave.
- *Family Sick Leave*: Language has been added to comply with California law regarding the ability to use Family Sick Leave for a Designated Person who may not be a blood or legal relation.
- *Health Benefit Contribution*: When an employee is terminated for cause or convenience by the City, health benefit contributions will be continued for the current benefit month regardless of paid status.

FINANCIAL IMPACT:

The costs associated with the proposed MOU are summarized in Table 3 below. These estimates are based on current workforce and numbers may fluctuate slightly based on the current workforce each pay cycle or when lump sum payments are paid. For Year 1 expenses, monies for the package items noted as funded by the Operating Budget have been included in the adopted Fiscal Year 2025/26 budget. Year 2 expenses will be included when the Fiscal Year 2026/27 budget is prepared. For lump sum payments, a designation will be made in the City's undesignated General Fund balance and all lump sum payments, regardless of the employee's typical payroll expensing department, will be paid by General Fund.

For LEMM, payroll expensing is approximately 81% to the General Fund, with remaining costs attributed to Measure K.

Table 3: Estimated Costs for Proposed MOU (rounded to nearest dollar)

Compensation Element	Estimated Cost	Source of Funds
Year 1: Fiscal Year 2025/26		
Core Economic Package	\$81,433	Operating Budget
Lump Sum Payments	\$9,400	Undesignated General Fund Balance
Ancillary Items	\$7,467	Operating Budget
Total Year 1	\$98,310	
Year 2: Fiscal Year 2026/27		
Core Economic Package		
Recurring from Year 1	\$81,443	Operating Budget
Additional Year 2	\$23,656	Operating Budget
Lump Sum Payments	\$9,400	Undesignated General Fund Balance
Ancillary Items	\$7,467	Operating Budget
Total Year 2	\$121,966	
Cumulative Contract Cost	\$220,276	

ALTERNATIVES:

Council may direct staff to return to the bargaining table and continue to negotiate the terms of a successor MOU. If the Council does not take action on the resolution at this time, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Memorandum of Understanding between the City and LEMM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND
LAW ENFORCEMENT MID MANAGEMENT EFFECTIVE JULY 2, 2025, THROUGH
JUNE 30, 2027**

WHEREAS, the City of Madera (City) and Law Enforcement Mid Management (LEMM) previously entered into a Memorandum of Understanding (MOU) that will terminate June 30, 2025; and

WHEREAS, the City and representatives of LEMM have met and conferred in good faith regarding terms and conditions of a successor MOU; and

WHEREAS, the parties have reached agreement on a successor MOU regarding wages, hours, and terms and conditions of employment for positions represented by LEMM.

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 Memorandum of Understanding between the City of Madera and Law Enforcement Mid Management, a copy of which is attached hereto as Attachment A and incorporated herein, is approved.
3. The City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.
4. The Director of Financial Services is directed to designate and classify reserves from the undesignated General Fund balance into the designated classification for the \$1,500 Retention Bonus payments as called for in the Memorandum of Understanding.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A: Memorandum of Understanding between the City and LEMM

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA
AND
THE LAW ENFORCEMENT
MID MANAGEMENT GROUP**

Effective July 2, 2025, to June 30, 2027

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ARTICLE 1 – INTRODUCTION

The duly authorized representatives of the City of Madera, hereinafter referred to as the City and the Law Enforcement Mid Management Group, hereinafter referred to as the Group, having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Group members shall include: Police Commander, Police Lieutenant, Executive Secretary to the Chief of Police, Police Office Supervisor, and Police Auxiliary Services Supervisor

ARTICLE 2 – FULL UNDERSTANDING

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations and ordinances pertaining to wage, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate action not in conflict with the MOU.

ARTICLE 3 – DISCRIMINATION

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, political opinion or affiliation or association membership or activity.

ARTICLE 4 – EMPLOYEE AND EMPLOYER RIGHTS

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

It is agreed that during the terms of this MOU the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.
2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.
4. Determining whether goods or services shall be made or provided by City, or shall be purchased, or contracted for.
5. Directing employees, including scheduling and assigning work, work hours, and overtime.
6. Establishing employee performance standards and requiring complete compliance therewith.
7. Discharging, suspending, demotion, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.
9. Implementing rules, regulations, and directives consistent with law and specific provisions of this MOU.
10. All city rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

ARTICLE 5 – SALARIES AND BENEFITS

Effective the pay period beginning June 28, 2025, with paycheck date July 18, 2025, employees represented by this unit and employed by the City will receive a 3% base wage increase.

Effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026, employees represented by this unit and employed by the City will receive a 2% base wage increase.

The salary schedule attached as Exhibit A reflects the salary plan that will be effective upon implementation of the base wage increases on each effective date noted above.

A regular work week shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing Personnel Rules and Regulations. Employees in this unit may work a 4/10 schedule upon recommendation of the Chief of Police and approval of the City Manager. Employees approved to work a 4/10 schedule will work a set 4-day work week; the day off pattern will not fluctuate unless a new 4/10 schedule is requested and approved.

All positions in the Law Enforcement Mid-Management Bargaining Unit are exempt from Overtime under either the 'Executive,' 'Professional,' or 'Administrative' exemption under the Fair Labor Standards Act (FLSA). In recognition of the fact that overtime is an expected and normal part of the duties of these classes, without the benefit of overtime pay or compensatory time off, five days (40 Hours) of Administrative Leave will be credited on the books at the beginning of a fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked, over those scheduled.

ARTICLE 6 – HOLIDAYS

The following holidays are recognized as 8-hour paid holidays: New Year's Day, Labor Day, Martin Luther King's Day, Indigenous Peoples' Day, President's Day, Veteran's Day, Thanksgiving Day, Memorial Day, Day After Thanksgiving, Independence Day, Christmas Day and Juneteenth.

The following holidays are recognized as 4-hour paid holidays: Good Friday and Winter Holiday (the last day prior to Christmas Day or New Year's Day).

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

For employees working a 4/10 work schedule, if a City-paid holiday falls on the employee's regularly scheduled day off, the holiday is shifted one workday within the same pay period. For example, if an employee's regular day off is Monday and a City-paid holiday falls on Monday, then the holiday would be shifted to Tuesday. Likewise, if

an employee's regular day off is Friday and a City-paid holiday falls on Friday, then the holiday would be shifted to Thursday.

If an employee's regularly scheduled work hours exceed the number of hours provided by the City as paid holiday, the employee will be required to either work or use personal time to make-up the difference between scheduled work hours and paid holiday hours.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

ARTICLE 7 – BEREAVEMENT LEAVE

In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days for in-state relatives and five (5) days for out-of-state relatives. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked. Employee may request use of other leave (vacation, sick or floating holiday) if additional time off is desired in excess of three (3) days.

When a death occurs in the immediate family of an employee, the employee shall be granted up to five (5) days leave for the death. Such time will be charged to sick leave, vacation leave, administrative leave or floating holiday at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

In accordance with government code 12945.6, employees employed for 30 days or more with the City may take up to five (5) days of leave for a reproductive loss event. Reproductive loss leave is not required to be taken consecutively but must be completed within three (3) months of the loss. If an employee experiences more than one loss in a year, they are entitled to no more than twenty (20) days of reproductive loss leave in that one-year period. Employees may use any of their available accrued time off (vacation, sick or compensatory time off) to cover their reproductive loss leave. If an employee does not have any accrued leave time, they may be approved for unpaid leave.

ARTICLE 8 – VACATION

Group employees earn vacation credits dependent upon the number of years of service with the City for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER HOURS RECEIVED PER PAY PERIOD

0 thru 4 yrs.	=	3.6923 hrs. per pay period.
5 thru 9 yrs.	=	4.6156 hrs. per pay period.
10 thru 14 yrs.	=	5.5384 hrs. per pay period.
15 thru 19 yrs.	=	6.1538 hrs. per pay period.
20 plus years	=	6.4615 hrs. per pay period.

In addition, each employee shall receive the date known as the “employee anniversary date” as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee’s anniversary date has passed during the current fiscal year.

Vacation may be used after completing six months of continuous service. The maximum employees in this group are allowed to accumulate is 360 hours.

Each employee may receive compensation in lieu of up to 40 hours of vacation each fiscal year. To be eligible for compensation an employee must have a minimum vacation balance of 120 hours and utilized as actual time off 40 hours of vacation.

ARTICLE 9 – EDUCATIONAL REIMBURSEMENT PLAN

For job related educational programs approved by the Police Chief and a minimum passing grade of “C” the following reimbursement schedule is applicable:

1. No mileage allowed.
2. Books: 100%
3. Tuition: 100%

The 100% reimbursement is limited to a total of not more than \$2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course.

ARTICLE 9.5 – EDUCATION INCENTIVE

Employees in this unit will be eligible for education incentive pay as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

All Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – “Compounded”:

- 5.0% BA/BS Degree from an accredited institution (this incentive will be effective the pay period beginning 9/15/18 and will not be paid retro for any period where a degree was held prior to that date)
- 2.5% Management POST Certificate
- 2.5% Completion of FBI National Academy

All Non-Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – “Compounded”:

- 2.5 % POST Certificate
- 2.5 % 60 college units with a grade of C or better from an accredited institution
- 5.0 % BA or BS Degree from an accredited institution

Completion of a four (4) year degree (BA or BS) in Criminology, Public Administration, Political Science, Administration of Justice, Organizational Development or other degrees subject to the sole discretion of the City, from an academic institution accredited by the recognized college/university accrediting agency will be granted educational incentive.

ARTICLE 10 – BILINGUAL INCENTIVE

A Group employee is eligible to earn pay above his normal pay if he/she is able to pass a bilingual (Spanish/English) exam administered by the City and based on the following testing from CPS HR Consulting:

Exam Name	Minimum Score	Tier	Monthly Incentive Pay
Spanish Bilingual Proficiency Test for Peace Officers	5	III	\$250.00
Spanish Bilingual Proficiency Test, Social Services	3	I	\$150.00
Spanish Bilingual Proficiency Test, Social Services	4	II	\$200.00
Spanish Bilingual Proficiency Test, Social Services	5	III	\$250.00

The City Manager shall determine the number of bilingual positions and tier levels needed for each department.

ARTICLE 11 – UNIFORMS

The Chief of Police has the authority to require wearing of a uniform. The Police Commander, Police Lieutenant, Police Office Supervisor, and Police Auxiliary Services Supervisor are required to wear or maintain a uniform and shall be eligible for an annual

uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

Sworn Officers	\$1,750.00
Designated Non-Sworn	\$1,530.00

In order to avoid any financial impact, the City may purchase the uniforms for employees hired during the second half of a fiscal year and be reimbursed by that employee within six (6) months.

ARTICLE 12 – BODY ARMOR & SAFETY EQUIPMENT

All sworn personnel will be responsible for maintenance and replacement of their body armor. The City provides the first vest for new hires into the Police Department, with all replacement vests to be provided by the employee.

With the exception of bullet-proof vests/body armor, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. All items of “safety equipment” provided by the City are property of the City and shall be maintained in good working order by the sworn officer. Employees shall turn in City provided and City owned items upon separation from employment.

ARTICLE 13 – RETIREMENT

The City of Madera is a member of the California Public Employees’ Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee’s contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of

the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 13%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 3.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 7%.

The City shall provide to the leadership of the LEMM a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof.

ARTICLE 14 – DEFERRED COMPENSATION PLAN

Currently the City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a Deferred Compensation Plan (the 4.2 % may be rounded up or down). The City does not contribute this amount for the CalPERS Safety employees.

ARTICLE 15 – SICK LEAVE

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period for each period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 16 of this MOU.

Sick Leave Cash-out: Employees who are members of the Law Enforcement Mid Management Group may cash-out per the following:

b.) YRS OF SERVICE	SICK LEAVE CASH-OUT
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

The cash-out conversion pertains only to retirements and positive separation. Negative termination's (discharge) are not eligible.

An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

ARTICLE 16 – FAMILY SICK LEAVE

Sick leave may be used up to the limit of seventy-two hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner

- 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.
 - 1.6. Sibling.
 - 1.7. Designated Person (employee may designate one designated person per 12-month period)
2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 2.1. A temporary restraining order or restraining order.
 - 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave to himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

ARTICLE 17 – INSURANCE BENEFITS

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such a waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive \$450 per month.

For the term of this agreement only, the City's defined contribution towards health insurance will be capped using the following formula. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium
- There will be no change to the waiver amount..

Following expiration of this agreement, the City's defined contribution for health insurance will be set at the January 2027 core rates. There will be no automatic increases in the City's contributions unless specifically agreed to by the parties.

Because the City's benefit plans are administered in whole month increments, when an employee is terminated for cause or convenience by the City, benefit contributions as defined above will continue for the current coverage month regardless of paid status.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human

Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However this group agrees to the City proposal to change the plan design, as presented, when such action can be taken for all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

ARTICLE 18 – TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF A HIGHER CLASSIFICATION

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Manager.

ARTICLE 19 – GRIEVANCE PROCEDURE

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Manager or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Manager will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Manager or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

ARTICLE 20 – CORRECTIVE/DISCIPLINARY ACTIONS

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited

to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to the Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Manager within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Manager may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Manager, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this

specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

ARTICLE 21 – PAY DATE

Pay dates shall remain the same as they are currently.

ARTICLE 22 – MILEAGE REIMBURSEMENT

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California drivers license and insurance coverage is required.

Employees receiving mileage reimbursement or driving a take-home vehicle will be subject to IRS fringe benefit reporting requirements.

ARTICLE 23 – OPENERS

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following:

During the term of this agreement there shall be openers as follows:

1. To review and make revisions to the City Code related to Civil Service and Personnel, and Personnel Rules and Regulations. Any such changes are contingent upon use of the meet and confer process to obtain a single version of these documents applying to all bargaining units.
2. To meet and confer should Social Security be mandated on the City, requiring employees to be covered by this benefit.
3. To meet and confer should any mandates from the State of California change the rules related to Employee/Employer Relations.
4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from LEMM before implementing a reduction in force.

ARTICLE 24 – SEPARATION

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereto shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such regulations, or otherwise held to be invalid or unenforceable by

any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provision of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall be not affected thereby and shall remain in full force and effect.

ARTICLE 25 – TERM OF MOU

This MOU shall be effective July 2, 2025, and shall remain in full force and effect to June 30, 2027.

ARTICLE 26 – RECLASSIFICATION / EMPLOYEE INITIATED

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Manager in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final.

ARTICLE 27 – LONGEVITY PAY

In recognition of continuous full-time City employment, employees represented by this unit will be eligible for longevity pay as follows. For any employee approved for rehire under the reinstatement provision of the City's Personnel Rules & Regulations, years of service will be calculated using the adjusted Service Date, calculated as Rehire Date + prior full-time continuous service. This is the same adjusted Service Date used for benefit accrual calculations for reinstated employees.

As this is a new pay upon approval of this Memorandum of Understanding, current employees will be eligible for Longevity Pay the pay period that begins June 28, 2025, with pay date July 18, 2025. When an employee becomes eligible for a new Longevity Pay rate in the future based on years of service, the pay will be effective the first whole pay period following the applicable anniversary date.

Years of Service	Percent of Base Salary
10	2.5%
15	5.0%
20	7.5%

ARTICLE 28 – RETENTION BONUS

Employees represented by this unit and employed with the City at the time of paycheck issuance will receive a retention bonus payment in the amount of \$1,500 to be paid in the January 16, 2026, and January 15, 2027, paychecks. This provision shall automatically sunset after January 15, 2027.

SIGNATURES

REPRESENTATIVES OF THE LAW ENFORCEMENT MID MANAGEMENT GROUP

Josiah Arnold, LEMM Representative

Date

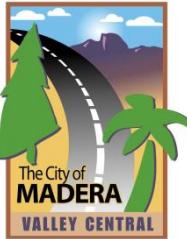
MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager

Date

Exhibit A: LEMM Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective 6/28/2025							
Executive Secretary to the Chief of Police	330	\$2,055.78	\$2,158.59	\$2,266.14	\$2,379.59	\$2,498.37	\$2,623.64
Police Auxiliary Services Supervisor	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Police Commander	504	\$4,895.68	\$5,140.91	\$5,397.96	\$5,667.41	\$5,951.05	\$6,248.28
Police Lieutenant	487	\$4,498.00	\$4,722.55	\$4,958.91	\$5,207.09	\$5,467.09	\$5,740.69
Police Office Supervisor	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Effective 6/13/2026							
Executive Secretary to the Chief of Police	330	\$2,096.89	\$2,201.76	\$2,311.46	\$2,427.18	\$2,548.33	\$2,676.11
Police Auxiliary Services Supervisor	350	\$2,316.88	\$2,432.61	\$2,554.36	\$2,681.54	\$2,815.94	\$2,956.38
Police Commander	504	\$4,993.60	\$5,243.73	\$5,505.92	\$5,780.76	\$6,070.07	\$6,373.24
Police Lieutenant	487	\$4,587.96	\$4,817.00	\$5,058.09	\$5,311.24	\$5,576.44	\$5,855.50
Police Office Supervisor	350	\$2,316.88	\$2,432.61	\$2,554.36	\$2,681.54	\$2,815.94	\$2,956.38



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: B-5

SUBJECT:

Standard Terms and Conditions for Employment Agreements of Unrepresented Department Head Positions

RECOMMENDATION:

It is recommended Council adopt a resolution approving revised Standard Terms and Conditions for Employment Agreements of Unrepresented Department Head Positions

SUMMARY:

Salaries and benefits that can be offered by the City Manager to unrepresented department heads are captured in the Standard Terms and Conditions for Employment Agreements of Unrepresented Department Head Positions (Standard Terms and Conditions) as adopted by Council. Consistent with economic adjustments offered to represented employees, staff is proposing to update the Standard Terms and Conditions as follows:

- *Salary:* 3% Cost-of-living adjustment (COLA) July 2025 and 2% COLA July 2026
- *Health Benefits:* City contribution will be equal to the Core+Dental+Vision premiums
- *Longevity:* 3-tier longevity program based on years of full-time City service
- *Paid Holidays:* adds Juneteenth as a recognized City holiday
- *Retention Bonus:* \$1,500 lump sum for each employee in January 2026 and January 2027
- *California Public Employees Retirement System (CalPERS) Employer Contribution:* City will pay the Employer Contribution to CalPERS; employee will pay the Employee Contribution

DISCUSSION:

The City has four (4) bargaining units that represent full-time, Civil Service employees. Department Heads serve at the will and pleasure of the City Manager and are unrepresented in employment relations. Unrepresented Department Heads include the following positions:

- Police Chief
- Director of Parks & Community Services
- City Engineer
- Director of Human Resources
- Director of Information Technology
- Chief Building Official
- Planning Manager
- Director of Financial Services
- Public Works Operations Director
- Director of Community Development

Salaries and benefits that can be offered by the City Manager to Unrepresented Department Heads in the form of at-will employment agreements are captured in the Standard Terms and Conditions as adopted by Council. At this time, staff is recommending revisions to the Standard Terms and Conditions consistent with economic adjustments offered to all represented employees. The revisions include the following:

Core Economic Package

- *Salary:*
 1. Employees will receive a three percent (3%) COLA effective the pay period beginning June 28, 2025, with paycheck date July 18, 2025.
 2. Employees will receive a two percent (2%) COLA effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026.
- *Health Insurance:* For benefit premium years 2026 and 2027, the City's contribution to health insurance will be calculated as follows. No adjustments will be made for future contributions after 2027 without Council action.
 - For Anthem Core and Anthem Buy-up plans, the City contribution will be equal to the Anthem Core + Dental + Vision premiums at each enrollment level.
 - For Kaiser Core and Kaiser Buy-up plans, the City contribution will be equal to the Kaiser Core + Dental + Vision premiums at each enrollment level.
 - There is no change to the waiver amount; it will remain \$450 per month.
- *Longevity Pay:* In recognition of continuous full-time City service, employees will be eligible for Longevity Pay effective the pay period that begins June 28, 2025. Continuous full-time City service will include time credited when an employee meets the criteria for Reinstatement under the City's Personnel Rules and Regulations. Longevity Pay will be as follows:

Table 1: Longevity Pay Program	
<i>Years of Service</i>	<i>Pay Incentive</i>
10	2.5%
15	5.0%
20	7.5%

Lump Sum Payments

- *Retention Bonus:* Employees will be eligible for a \$1,500 lump sum retention bonus to be paid in January 2026 and January 2027.

Ancillary Items

In addition to the Core Economic Package and Lump Sum Payments, the following ancillary items are recommended.

- *Juneteenth Holiday:* Juneteenth will be a recognized City holiday with business offices closed.
- *Uniform Allowance:* While there is no specific change to the language in the Standard Terms and Conditions, the Uniform Allowance received by the Police Chief is set equal to Law Enforcement Mid Management (LEMM). The LEMM uniform allowance is under consideration for adjustment on the same Council agenda as this item and has been included in cost calculations.
- *CalPERS Employer Contribution:* Beginning in 2011/2012, Department Heads began paying a portion of the Employer Contribution to CalPERS in addition to paying the full Employee Contribution. If approved, going forward, the City will pay the Employer Contribution and the employee will be responsible for the Employee Contribution.

Clarification Items

- *Bereavement Leave:* Language has been updated to comply with current California law regarding the duration of bereavement leave (up to 5 days). Language has also been added to comply with requirements for reproductive loss leave.
- *Family Sick Leave:* Language has been added to comply with California law regarding the ability to use Family Sick Leave for a Designated Person who may not be a blood or legal relation.
- *Health Benefit Contribution:* When an employee is terminated for cause or convenience by the City, health benefit contributions will be continued for the current benefit month regardless of paid status.

FINANCIAL IMPACT:

The costs associated with the proposed revisions are summarized in Table 2 below. These estimates are based on current workforce and numbers may fluctuate slightly based on the current workforce each pay cycle or when lump sum payments are paid. For Year 1 expenses,

monies for the package items noted as funded by the Operating Budget have been included in the adopted Fiscal Year 2025/26 budget. Year 2 expenses will be included when the Fiscal Year 2026/27 budget is prepared. For lump sum payments, a designation will be made in the City's undesignated General Fund balance and all lump sum payments, regardless of the employee's typical payroll expensing department, will be paid by General Fund.

Table 2: Estimated Costs for Proposed MOU (rounded to nearest dollar)		
<i>Compensation Element</i>	<i>Estimated Cost</i>	<i>Source of Funds</i>
Year 1: Fiscal Year 2025/26		
Core Economic Package	\$79,542	Operating Budget
Lump Sum Payments	\$15,667	Undesignated General Fund Balance
Ancillary Items	\$37,760	Operating Budget
Total Year 1	\$132,969	
Year 2: Fiscal Year 2026/27		
Core Economic Package		
Recurring from Year 1	\$79,542	Operating Budget
Additional Year 2	\$40,191	Operating Budget
Lump Sum Payments	\$15,668	Undesignated General Fund Balance
Ancillary Items	\$37,760	Operating Budget
Total Year 2	\$173,161	
Cumulative Contract Cost	\$306,131	

Table 3 represents the current breakdown of compensation paid to Department Head employees by Fund and applies to items noted in Table 2 as being incorporated in the Operating Budget.

Table 3: Payroll Cost Distribution by Fund for Department Head Positions	
<i>Fund</i>	<i>Percent Allocation</i>
Airport	0.8%
Computer Maintenance	9.2%
Drainage	2.6%
Equipment Maintenance	1.0%
Facilities Maintenance	0.8%
General	73.5%
Sewer	3.9%
Solid Waste	3.9%
Water	4.4%

ALTERNATIVES:

Council could direct staff to consider other compensation elements or further revise the Standard Terms and Conditions.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Standard Terms and Conditions

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING STANDARD TERMS AND CONDITIONS FOR EMPLOYMENT
AGREEMENTS OF UNREPRESENTED DEPARTMENT HEAD POSITIONS**

WHEREAS, the City of Madera has adopted Authorized Terms and Conditions for Employment Agreements with Unrepresented Department Heads that established the parameters of authority for the City Manager relative to wages, benefits, and terms of employment for employment agreements with his direct reports; and

WHEREAS, the City desires to modify the Authorized Terms and Conditions.

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 Manager is authorized to execute individual at-will employment agreements within the parameters as set forth in the Authorized Terms and Conditions for Employment Agreements with Unrepresented Department Heads as set forth in attached Exhibit A, incorporated herein and approved.
3. This resolution is effective immediately upon adoption.

* * * * *

Authorized Terms and Conditions for Employment Agreements with Unrepresented Department Heads

I. Unrepresented Department Head Positions

- Police Chief
- Director of Parks & Community Services
- City Engineer
- Director of Human Resources
- Director of Information Technology
- Chief Building Official
- Planning Manager
- Director of Financial Services
- Public Works Operations Director
- Director of Community Development

II. Employment Agreement Term

- Up to 4 years

III. Annual Salary

- Salary range assignments for each position are published on the City of Madera Salary Schedule publicly adopted by the City Council.
- The City Manager is authorized to set salaries for Department Heads consistent with the Salary Schedule.
- The City Manager is authorized to provide merit step increases for satisfactory job performance within the salary steps defined on the published Salary Schedule.
- The City Manager is authorized to provide Cost of Living Adjustment (COLA) increases to Department Heads as follows:
 - Effective June 28, 2025, with paycheck date July 18, 2025, positions listed in Section I will receive a 3% base wage increase.
 - Effective June 13, 2026, with paycheck date July 3, 2026, positions listed in Section I will receive a 2% base wage increase.

IV. Severance

- Employment Agreements may include 1 ½ months salary & health benefits severance in one (1) lump sum payment for separation without cause

V. Paid Leave – Employment Agreements may include benefits as follows:

- Vacation – accrues based on years of service consistent with Mid Management accrual schedule; maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee's hire anniversary date.

Authorized Terms and Conditions for Employment Agreements with Unrepresented Department Heads

- Vacation Cash-out: Employee may cash-out unused vacation once per year if vacation balance is at least 160 hours.
 - 0-5 years of total City service – 40 hours
 - 6+ years of total City service – 80 hours
- Sick leave – accrues each pay cycle consistent with Mid Management accrual schedule; no cap on accrual. After 5 years of City service, employee may cash-out unused sick leave with positive separation or retirement based on the following schedule:

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

- Family Sick Leave - Up to 72 hours of sick leave may be used each year for family. Family is as defined in Labor Code Section 245.5.
- Administrative Leave – 40 hours credited each July 1. Not available for carryover or cash-out. A pro-rated amount will be credited for the remainder of the fiscal year based on hire date if employee is hired mid-fiscal year.
- Holidays –
 - The following holidays are recognized as 8-hour paid holidays: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.
 - The following holidays are recognized as 4-hour paid holidays: Good Friday and Winter Holiday (the last day prior to Christmas Day or New Year's Day).
- Floating Holiday – Employees with 5-9 years of total City service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of total City service are credited with 40 hours of Floating Holiday each July 1.
- Holiday Closure - Employee will receive the same Holiday Closure benefit as that received by the City of Madera Mid Management Employee Group.

VI. Retirement

- CalPERS formula is defined by date of hire and position
 - Employee pays Employee Contribution to CalPERS

Authorized Terms and Conditions for Employment Agreements with Unrepresented Department Heads

- Effective the pay period beginning June 28, 2025, with paycheck date July 18, 2025, the City will pay the Employer Contribution to CalPERS with no contribution from employees toward the Employer Contribution.
- Employee pays for 1959 Survivor Benefit.

VII. Health Insurance

- Employees will be offered the same health insurance as offered to the majority of employees. Employees may waive participation with proof of other coverage and receive \$450 per month.
- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium.
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium.
- The above contribution formulas will be applicable for calculations based on January 2026 and January 2027 premium rates. Any potential future adjustments after January 2027 will be subject to Council approval.

VIII. Longevity Pay

- Effective the pay period beginning June 28, 2025, in recognition of continuous full-time City of Madera employment, employees will be eligible for longevity pay as follows. When an employee becomes eligible for a new Longevity Pay rate in the future based on years of service, the pay will be effective the first whole pay period following the applicable anniversary date.

Years of Service	Percent of Base Salary
10	2.5%
15	5.0%
20	7.5%

IX. Retiree Medical

- Individuals who retire from City service are eligible to purchase medical, dental, and vision insurance for the retiree and eligible dependents at the retiree's expense until such time as the individual is eligible for Medicare
- For individuals who were employed in the positions listed in Section I as of April 3, 2019, and had at least fifteen (15) years of City service at that time, the City will contribute up to a cap of \$600 per month for retiree medical insurance until the individual is eligible for Medicare and up to a cap of \$300 per month for a Medicare supplement plan after the individual is eligible for Medicare. This benefit is not available to employees hired or promoted into the positions listed in Section I after April 3, 2019.

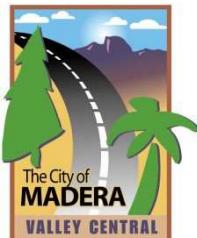
Authorized Terms and Conditions for Employment Agreements with Unrepresented Department Heads

X. Retention Bonus

- The City Manager is authorized to offer a retention bonus to employees employed with the City at the time of paycheck issuance a retention bonus payment in the amount of \$1,500 to be paid in the January 16, 2026, and January 15, 2027, paychecks. This provision shall automatically sunset after January 15, 2027.

XI. Other Benefits

- Employee may elect to receive a City-issued smart phone or use his/her personal phone and receive a \$75/month stipend. If stipend is elected, personal phone number must be publicly available.
- The Police Chief will receive the same Uniform Allowance as sworn members of the Law Enforcement Mid Management Group.
- Bereavement Leave: Employees may use paid leave up to five (5) days for the death of a family member, defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents. In addition to paid leave available, Employee will receive 3 days of non-chargeable leave per fiscal year in the event of the death of a grandparent, parent, spouse, registered domestic partner, or child. Employee will also be eligible for bereavement leave in compliance with Government Code Section 12945.6.
- City paid life/AD&D insurance: \$50,000 employee/\$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City's provider through payroll deduction.
- City paid Long Term Disability insurance



REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: B-6

SUBJECT:

Easement Deed from Jose Diaz Contreras and Gabino Diaz Hernandez for Sidewalk Improvements at 416 Amerine Avenue for City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

RECOMMENDATION:

Adopt a Resolution Approving an Agreement for Purchase of an Easement at 416 Amerine Avenue (APN 009-071-024)

SUMMARY:

Right-of-Way (ROW) acquisition from one parcel of land is necessary for sidewalk improvements per City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761 (Project). City Council (Council) previously approved similar ROW acquisitions for the same projects at their meetings of February 29th, March 5th, March 19th, April 2nd, May 7th and May 21st. One additional acquisition is presented as part of this item.

The agreement and easement deed have been executed by the property owner. It is recommended for approval. The value of the land for the acquisition of the parcel is \$500.00. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2024/25 Budget for the project.

DISCUSSION:

The scope of the project consists of installation of sidewalk improvements. This is part of a larger, previously approved project by the City Council. The project includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, drive approaches, asphalt backpatch to new curb and gutter, tree removal, fence relocation, and adjusting utility boxes to grade. As part of the project, ROW acquisition is necessary from owners of twelve parcels, nine of which were previously approved by the City

Council and have been executed. This item would bring the total to ten of the necessary twelve parcels. For the parcel location, see Attachment 2, Location Map.

The land acquisition and improvement from the subject parcel are listed in Table 1. The subject parcel is owned by Jose Diaz Contreras and Gabino Diaz Hernandez.

Table 1: ROW Impact & Cost		
APN	Area (Square Feet)	Cost
009-071-024	47	\$500.00

The City follows Caltrans guidelines for minor acquisition takes. Caltrans Local Assistance Procedures Manual indicates that when the City determines that the valuation is uncomplicated and the market value is estimated at \$10,000 or less, based on a review of available data, a formal appraisal report is not required. This is consistent with City Administrative Policy No. AP-48 for waiver of formal appraisals on certain real property and to acquire said parcels by sale or donation where such parcels or portions thereof to be acquired do not have fair market value in excess of \$2,500.

The formal offer and acquisition information, Purchase and Sale of Real Property Agreement and easement Deed with a description of the interest in land to be acquired has been presented to the property owner.

On October 21, 2021, the City determined that the Project is Categorically Exempt under Article 19, Section 15301 (c) of the Guidelines for California Environmental Quality Act (Minor alteration of existing public facilities).

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the ROW and construction costs for this project. The ROW acquisition is funded from Local Transportation Funds (LTF) programmed in the FY 2024/25 Capital Improvements Project Budget. Construction will be funded by the Affordable Housing and Sustainable Communities (ASHC) Grant.

ALTERNATIVES:

City Council may choose to reject the ROW acquisition. The rejection of ROW acquisition would result in the inability to install City Standard curb access ramps and sidewalk and therefore our inability to complete the project potentially jeopardizing funds.

ATTACHMENTS:

1. Resolution
 - Exhibit 1 – Agreement and Deed
 - Exhibit A – Land Description
 - Exhibit B – Right of Way Dedication
 - Exhibit 2 - Property Owner List
2. Location Map

Attachment 1

Resolution

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT FOR THE PURCHASE OF AN EASEMENT AT
416 AMERINE AVE, MADERA, CA 93637 (APN 009-071-024)**

WHEREAS, a project is programmed in the Fiscal Year 2024/25 Capital Improvement Program (CIP) to install sidewalks at various locations and is identified as “Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761” (Project); and

WHEREAS, the Project requires the acquisition of right-of-way from one parcel of land to construct sidewalks and curb access ramps in the Project area; and

WHEREAS, one property owner of record, listed in Exhibit 2 attached hereto, has offered for sale to the City of Madera the interest in real property necessary for the Project; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property (Agreement) and attached to the Easement Deed; and

WHEREAS, the purchase price offered for the property has been established per square foot in accordance with the City’s recent acquisitions for commercial and residential properties; and

WHEREAS, on October 21, 2021, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; and

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 of the City of Madera approves an Agreement for Purchase and Sale of Real Property with Jose Diaz Contreras and Gabino Diaz Hernandez in the amount of \$500.00 and accepts the Easement Deed for the same sidewalk improvements at 416 Amerine Ave Madera, CA 93637,
3. The Agreement, copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
4. The City Clerk is authorized to prepare the Certificate of Acceptance for the

Easement Deed.

5. The Finance Director is authorized to make the payment for the land acquisitions in the amount shown in the attached Exhibit 2.
6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.
7. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 1

Agreement and Deed

OWNERS: Jose Diaz Contreras & Gabino Diaz Hernandez

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 416 Amerine Ave APN: 009-071-024
Madera, CA 93637

SITUS: NORTHWEST CORNER OF AMERINE AVE AND 3RD ST

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this _____ day of
_____, 2025.

Jose Diaz Contreras & Gabino Diaz Hernandez, hereinafter referred to as the "Seller", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "city", and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 416 Amerine Ave, in the City of Madera, County of Madera, State of California, (APN 009-071-024) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed ("Property"). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of Five Hundred Dollars and no Cents (\$500) as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
CeCe Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

SELLER

By: Jose Santos Diaz C.
Jose Diaz Contreras

Date: 06-16-2025

By: Gabino Diaz Hernandez
Gabino Diaz Hernandez

Date: 6/16/25

(Seller Signature Requires Notary Acknowledgement)

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

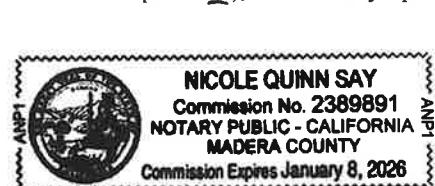
State of California

County of Madera

} ss.

On this the 6/16/2025 before me, Nicole Quinn, Notary Public,
Date *Here Insert Name and Title of the Officer*

Personally appeared Jose & Gabino Diaz
Name(s) of Signer(s)



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.

A handwritten signature of 'Nicole Quinn Say' in black ink.

Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of

Document:

Agreement for Purchase & Sale of Real Property

Document Date:

6/16/25

Number of Pages: 3 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: Jose Diaz

Signers Name: Gabino Diaz

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner Limited General

Partner Limited General

Individual

Attorney in Fact

Attorney in Fact

Trustee

Guardian or Conservator

Guardian or Conservator

Other:

Other:

Signer is Representing: _____

Signer is Representing: _____

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due _____

APN: 009-071-024

No Doc Tax Due R&T 11922 _____

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **JOSE DIAZ CONTRERAS AND GABINO DIAZ HERNANDEZ**, ("Grantor") DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("Grantee") a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, EXHIBIT "B", **SURVEYOR'S PLAT**, and Certificate of Acceptance, attached hereto and made a part hereof:

GRANTOR

By: Jose Santos Diaz e.

Jose Diaz Contreras

Date: 06-16-2025

By: G.D.H.

Gabino Diaz Hernandez

Date: 6/16/25

EXHIBIT "A"

LAND DESCRIPTION

RIGHT OF WAY DEDICATION

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 23, Township 11 South, Range 17 East, Mount Diablo Meridian, being a portion of Lot 1 of Block 3 as shown on the map titled "Midvale Addition, a Resubdivision in lots 5 and 6 of Midvale Colony Map", filed in Book 5 of Maps, Page 35, Madera County Records, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1;

thence along the easterly line of said Lot 1, South 00°33'08" East, 9.49 feet;

thence North 45°11'09" West, 9.20 feet, to a tangent curve to the left, having a radius of 10.00 feet;

thence along said curve, through a central angle of 45°13'24", an arc length of 7.89 feet, to the north line of said Lot 1;

thence along said north line, North 89°35'27" East, 13.56 feet to the **POINT OF BEGINNING**;

Containing an area of 47 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

Stephen Pyle

Stephen J. Pyle
Professional Land Surveyor
California No. 8385



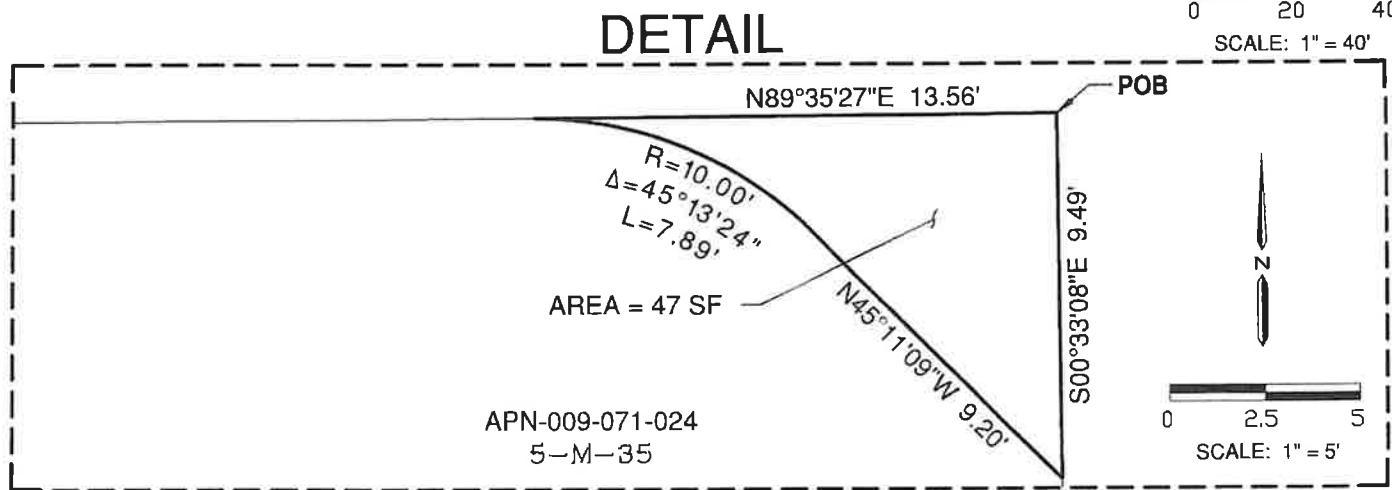
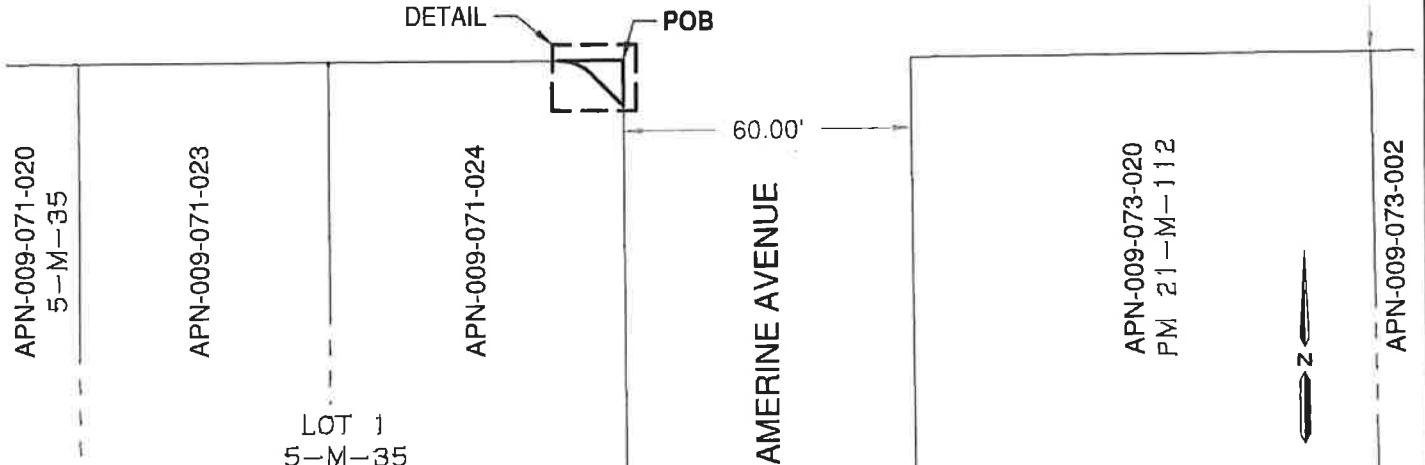
September 26, 2024

Date

EXHIBIT "B"

APN-009-043-001

WEST 3RD STREET

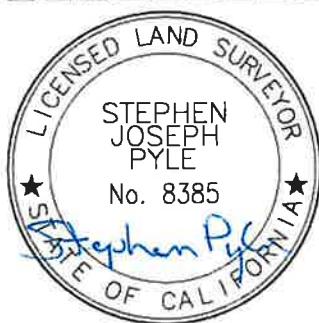


SURVEY ABBREVIATIONS

POB POINT OF BEGINNING
SF SQUARE FEET

LEGEND

- ADJACENT PROPERTY
- CENTER LINE
- RIGHT OF WAY
- SUBJECT AREA



2024-09-26

SECTION 23, T11S, R17E

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

State of California

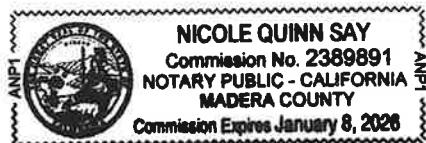
County of Madera

} ss.

On this the 6/16/25 before me, Nicole Quinn Say, Notary Public,
Date *Here Insert Name and Title of the Officer*

Personally appeared Jose & Gabino Diaz
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

A handwritten signature of Nicole Quinn Say in black ink, written over a horizontal line.

Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Easement Deed, Legal Description, & Surveyors Plat

Document Date: 6/16/25 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: <u>Jose Diaz</u>	Signers Name: <u>Gabino Diaz</u>
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____	<input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

EXHIBIT 2

Property Owner List

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

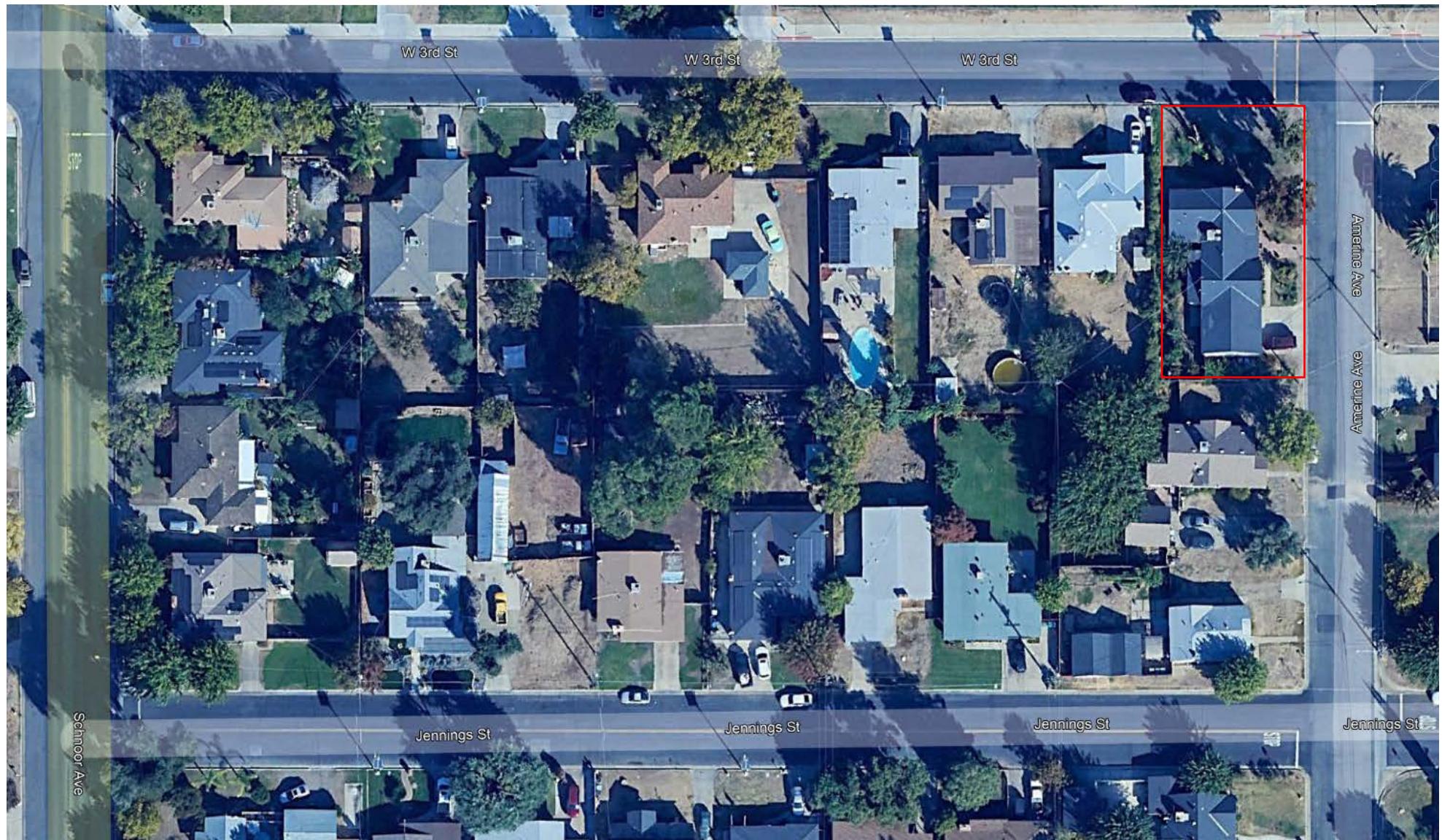
SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3
PHASE 2 AHSC AGREEMENT NO. 19-AHSC-12761

<u>APN</u>	<u>PROPERTY OWNER/ADDRESS</u>	<u>AMOUNT</u>
009-071-024	Jose Diaz Contreras 416 Amerine Ave Madera, CA 93637	\$250.00
009-071-024	Gabino Diaz Hernandez 416 Amerine Ave Madera, CA 93637	\$250.00

Attachment 2

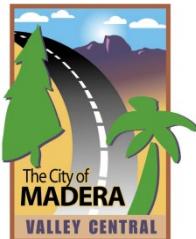
Location Map

Location Map



LEGEND

Affected Properties -
see easement deed for
sketch of actual
easement



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: B-7

SUBJECT:

Abandoned Vehicle Abatement Program

RECOMMENDATION:

Adopt a Resolution authorizing a ten-year extension of the Joint Powers Agreement for the Abandoned Vehicle Abatement Program through October 31, 2035, and extension of the service fee

SUMMARY:

In 2004, the City entered into a Joint Powers Agreement (Agreement) with the Madera County Abandoned Vehicle Abatement Service Authority (Authority) to address and manage abandoned vehicles within City limits. Through this Agreement, the City receives dedicated funding from the Authority to support Code Enforcement operations. Currently, these funds are used to offset the salary of a part-time Code Enforcement Officer whose primary responsibility is the identification and abatement of abandoned vehicles. The initial funding for the Agreement was established for a 10-year term, expiring in 2015, and was extended for an additional 10 years. The current funding is set to expire in October 2025. All participating agencies are in agreement to extend the funding for the Authority for another 10-year term, through October 31, 2035. If service fee funding is not extended, the Authority may cease to exist once revenues have been expended.

DISCUSSION:

The Abandoned Vehicle Abatement Program is a collaborative effort managed through an Agreement between the City, the City of Chowchilla, and the Authority. Originally executed in 2004, the Agreement was established to provide a coordinated and sustainable approach to addressing the issue of abandoned vehicles within the City limits. Funding for the program is generated through a \$1 surcharge on vehicle registrations (the service fee), administered by the Authority, and is used to support the salary of a part-time Code Enforcement Officer dedicated specifically to abandoned vehicle enforcement.

The Madera Police Department's (MPD) Code Enforcement Division manages a broad range of cases related to blight and public nuisances, with abandoned vehicles representing a significant portion of the caseload. In calendar year 2024 alone, MPD successfully abated 124 abandoned vehicles from City streets. The majority of these cases were handled by the part-time Code Enforcement Officer funded through the Program, underscoring the Program's continued relevance and impact.

The initial 10-year service fee funding the Agreement expired in 2015 and was extended in 2014 for an additional 10 years. With the current term set to expire in October 2025, staff recommends extending the service fee (by extending the Agreement) for another 10-year period, through October 31, 2035, to ensure the uninterrupted continuation of vehicle abatement services and the broader benefits they provide to community safety and neighborhood aesthetics.

FINANCIAL IMPACT:

There is no direct fiscal impact to the City's General Fund resulting from the extension of the Agreement. The Abandoned Vehicle Abatement Program is funded through a \$1 surcharge collected on vehicle registrations within Madera County. These funds are administered by the Authority and distributed to participating agencies based on eligible program expenditures.

The City of Madera utilizes its annual allocation—typically ranging between \$50,000 and \$60,000—to support the salary of a part-time Code Enforcement Officer, as well as to cover associated costs such as towing fees and the maintenance of a Code Enforcement fleet vehicle. Extending the Agreement will ensure continued funding for these activities, allowing the City to sustain its abandoned vehicle enforcement efforts without placing additional burden on the General Fund.

ALTERNATIVES:

The City Council may choose to deny the proposed extension of the service fee funding the Agreement. However, doing so would result in the loss of dedicated program funding, including support for the part-time Code Enforcement Officer position, as well as resources necessary for effective abandoned vehicle abatement. Alternatively, the Council may direct staff to return with additional information or analysis prior to making a final determination.

ATTACHMENTS:

1. Proposed Resolution
2. Joint Powers Agreement (2004)
3. Resolution Authorizing the 2014 Extension of Funding for the Joint Powers Agreement

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING THE EXTENSION OF THE MADERA COUNTY ABANDONED
VEHICLE ABATEMENT SERVICE AUTHORITY PROGRAM THROUGH
OCTOBER 31, 2035, AND EXTENSION OF THE SERVICE FEE**

WHEREAS, on October 12, 2004, the City of Madera entered into a Joint Powers Agreement (Agreement) with the Madera County Abandoned Vehicle Abatement Service Authority to participate in the administration and implementation of an abandoned vehicle abatement program, pursuant to California Vehicle Code Section 22710 and under Madera County Contract No. 7712-C-2004; and

WHEREAS, in 2014, the original 10-year Agreement was extended for an additional 10 years, with a new expiration date of October 31, 2025; and

WHEREAS, the Agreement is currently set to expire in October 2025, unless extended through formal action; and

WHEREAS, legislation permits the extension of the Program upon the approval of Madera County and a majority of the incorporated cities within the County; and

WHEREAS, continued participation in the Program is in the best interest of the City, as it provides dedicated funding for the abatement of abandoned vehicles and supports the City's efforts to maintain public safety, cleanliness, and neighborhood aesthetics.

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

1. The above recitals are true and correct.
2. The City Council hereby supports and approves the extension of the service fee collected on behalf of the Madera County Abandoned Vehicle Abatement Service Authority Program through October 31, 2035, and approves the extension of the Program.
3. The City Manager is authorized to execute all necessary documents to implement the extension on behalf of the City of Madera.
4. This Resolution is effective immediately upon adoption.

* * * * *

MADERA COUNTY CONTRACT NO. 7712-1-2004

(Joint Powers Agreement - Madera County
Abandoned Vehicle Abatement Service Authority, 2004)

THIS AGREEMENT is entered into this 12th day of October, 2004, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Chowchilla, a political subdivision of the State of California, hereinafter referred to as "CHOWCHILLA", and the City of Madera, a political subdivision of the State of California, hereinafter referred to as "MADERA".

1. **PARTIES.** The parties to this Agreement are the County of Madera and those cities within the County that have elected to create and participate in the Madera County Abandoned Vehicle Abatement Service Authority as provided herein.

2. **PURPOSE AND AUTHORITY.** The purpose of this Agreement is to establish a Service Authority for the abatement of abandoned vehicles in the County of Madera pursuant to Section 22710 of the California Vehicle Code (CVC).

3. **CREATION.** Upon the effective date of this Agreement, there is hereby created, the Madera County Abandoned Vehicle Abatement Service Authority (hereinafter the "Authority") as a separate public entity and distinct from the member jurisdictions of implement this agreement in accordance with Section 22710 CVC.

4. **MEMBERSHIP IN THE AUTHORITY.** Membership in the Authority will be open to all cities that, by an approved resolution of their city council, agree to participate in the Authority. In addition, Madera County shall be entitled to membership; also by an approved resolution of the Board of Supervisors.

5. **BOARD OF DIRECTORS.**

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL
Agreement 7712-1-2004
C. FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS.
ATTEST:

BONNIE HOLIDAY
CLERK OF THE BOARD OF SUPERVISORS
IN AND FOR THE COUNTY OF MADERA, STATE OF CALIFORNIA
BY C. Holiday DATE 10/28/04
DEPUTY

- a. A Board of Directors, to be selected by the members of the Authority, shall govern the Authority. All terms shall be at the discretion of the Board of Supervisors.
- b. The duties of the Board of Directors will include, but are not limited to: preparing and recommending to the Board of Supervisors and City Councils action regarding the Abandoned Vehicle Abatement Program; preparing and submitting a Service Plan to the state of California Highway Patrol (CHP); conducting and reporting the results of any survey, study or analysis pertaining to the Program; managing the financial affairs of the Authority; modifying and/or approving annual reports to the State Controller (SC); and disbursement of funds, pursuant to audit and approval by the County.
- c. The Authority's Board of Directors shall consist of a representative of each participating jurisdiction. The Board of Supervisors shall appoint the County representative. City representatives appointed to the Board shall be selected by their City Council. Appointed representatives report directly to their respective appointing bodies.

6 VOTING RIGHTS. Each member of the Authority shall be entitled to one vote in forming the Authority and selecting the Board of Directors.

7. POWERS AND DUTIES.

- a. **Contracts and Acts.** Pursuant to Section 22710(b) CVC, the Authority may contract and may undertake any act convenient or necessary to carry out any law relating to the Authority. The Authority shall be staffed with existing personnel of their respective jurisdictions.

- b. **Ordinance.** Each member jurisdiction of the Authority shall certify that their local ordinances comply with Section 22660 and 22661 CVC for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, from private property. Additionally, local ordinances may include a system for the recovery of expended funds pursuant to Sections 22710(c)(1) CVC and 25845 or 38773.5 of the Government Code (GC).c.
- c. **Plan.** Pursuant to Section 22710(d) CVC, an Abandoned Vehicle Abatement Plan of an Authority shall be implemented only with the approval of Madera County and a majority of the cities having a majority of the incorporated population. The Plan shall be consistent with guidelines prepared by the CHP.
8. **FEE.** Pursuant to Section 9250.7 CVC, the Authority hereby imposes an annual service fee of one dollar (\$1.00) on vehicles registered to an owner with an address in Madera County, including the incorporated cities, provided the Abandoned Vehicle Abatement Plan, referred to in Section VII.c, above, is approved by the County and a majority of the cities having a majority of the incorporated population in compliance with Section 22710(d) CVC.
9. **MEETINGS.** The Authority and the Board of Directors shall meet at least annually to carry out the purpose and duties of the Authority. No meeting shall be conducted with less than a majority of participating members, which represents a quorum, and any votes of the Authority will be by a majority of that quorum.
10. **STAFF.** Pursuant to Section 22710(b) CVC, existing personnel shall staff the Authority.

11. **AUDIT**. Annual audits shall be conducted by Madera County to ensure that funds are being spent in compliance with Sections 9250.7 and 22710 CVC. Madera County may perform the audits by existing auditor/controller staff or contract with a certified public accountant/public account pursuant to Section 6505 GC, to make an annual audit of the accounts and records of every agency or entity. Fees associated with performing the mandatory audit are deductible from the gross funds received by the Authority.

12. **FUNDS**. The funds received by the Authority from the one dollar (\$1.00) registration fee shall be used in accordance with Section 22710(d) (5) CVC: "No governmental agency shall receive any funds from an Authority for the Abatement of Abandoned Vehicles pursuant to an approved abandoned vehicle abatement program unless the governmental agency has submitted an annual report to the Authority stating the manner in which the funds were expended, and the number of vehicle abated. The governmental agency shall receive that percentage of the total funds collected by the Authority that is equal to the percentage of vehicle abated by the agency of the total number of abandoned vehicles abated by all agencies that are members of the Authority."

13. **DEBTS AND LIABILITIES**. The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of the member jurisdictions. Any participating member of the Authority shall defend, indemnify, save and hold harmless the Authority and any other participating members from any and all claims, costs, liability for any damages, sickness, death or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or through the negligence or willful misconduct of the Authority or its officers or employees, and will

make good to reimburse the Authority for any expenditures, including reasonable attorney fees, the Authority may make by reason of such matters and, if requested by the Authority, defend any such suits at the sole cost and expense of the involved participating member.

14. **AUTHORITY COSTS.** The Authority will contract, via this Agreement, with each individual member, and may undertake actions that are required by law relating to the performance of duties in the removal of abandoned vehicles from private property and the costs associated with these duties. Any costs incurred in the operation of the Authority must be approved by a majority vote of the Board of Directors.

15. **AMENDMENT.** This Agreement may be amended upon a majority vote of all member jurisdictions.

16. **TERMINATION BY MEMBERS.** Subject to Section 22710 CVC, this Agreement may be terminated by member jurisdictions as follows:

- a. **Individual Member Jurisdictions.** A member jurisdiction may terminate its participation in this Agreement and the Authority by providing written notice to Madera County any time before the Abandoned Vehicle Abatement Plan is approved pursuant to Section 22710(d) CVC. Notice to Madera County shall be delivered to the office of the RMA Madera County Code Enforcement Office, located at 2037 West Cleveland Avenue, Madera, California. After the Abandoned Vehicle Abatement Plan has been approved, a member jurisdiction may terminate its participation in this Agreement and the Authority by providing thirty (30) days written notice of such termination to the Authority and the other member jurisdictions. However, termination shall not relieve a member of its duty to comply with the Abandoned Vehicle Abatement Plan, Section 22710 CVC, and the

regulations adopted pursuant thereto, this Agreement and the rules of the Authority as to any funds received from the Authority. Notice of termination may be rescinded upon written notice to the Authority and the other member jurisdictions at any time before the effective date of termination.

- b. **Majority**. A simple majority of the member jurisdictions voting to dissolve the Authority may terminate this Agreement at any time.

17. **NEW MEMBER**. A jurisdiction may chose to enter into the Authority by giving a Notice of Submission, which is to be in resolution form, and approved by a majority vote of that jurisdiction's governing council. This resolution is to be received no later than April 1st by the Authority. Upon approval from the CHP, distribution of funds to the new jurisdiction will be in accordance to the rules previously approved in this Agreement. Appropriation of the one dollar (\$1.00) fee will commence on July 1st of the new fiscal year and be distributed thereafter on a quarterly basis by the State Controller (SC).

18. **TERMINATION**. The Authority shall cease to exist on the date that all revenues received by the Authority pursuant to Sections 9250.7 and 22710(5)(a) CVC, have been expended.

19. **COUNTERPARTS**. This Agreement may be executed in counterparts which, taken together, shall constitute the same Agreement.

20. **EFFECTIVE DATE**. This Agreement becomes effective by a two-thirds vote by the Madera County Board of Supervisors, and a majority of the cities having a majority of the incorporated population within the County.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed as of the day and year first above written.

ATTEST:

Bonnie Holiday
Clerk, Board of Supervisors

COUNTY OF MADERA

By: John M. Minnici
Chairman, Board of Supervisors

CITY OF MADERA

By: Gordon E. Skeels
Gordon E. Skeels

Title: Mayor Pro Tem

94-6000365

I.D. or Social Security Number



Attest:

Sonia Alvarez
Sonia Alvarez, City Clerk

Attest:

Gayle Welsh
Gayle Welsh
Chief Dep. Clerk

CITY OF CHOWCHILLA

By: Jerry T. Belton
Title: Mayor Jerry T. Belton

94-6000309

I.D. or Social Security Number

Approved as to Legal Form:

COUNTY COUNSEL

By John M. Minnici

Approved as to Accounting Form:

COUNTY AUDITOR-CONTROLLER

By Richard D. De Weal

Approved as to Form:

COUNTY ADMINISTRATIVE OFFICER

By Deborah M. Mifflin

ACCOUNT NUMBER(S):

Not applicable



Approved as to Legal Form:

Joseph A. Saldani
Joseph A. Saldani, City Attorney

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P.02

**COUNTY OF MADERA - ABANDONED VEHICLE SERVICE AUTHORITY PLAN -
2004****1. SERVICE AUTHORITY:**

Section 22710 of the California Vehicle Code (CVC) provides for the establishment of a Service Authority for the abatement of abandoned vehicles. The parties to this Agreement are the County of Madera, and those cities within the county that have elected to create and participate in the County of Madera Abandoned Vehicle Abatement Service Authority as provided herein.

2. PURPOSE:

The purpose of the Agreement is to establish a Service Authority for the abatement of abandoned vehicle in the County of Madera pursuant to Section 22710 CVC.

3. RESOLUTIONS:

Copies of each participatory city's and the County's resolution providing for the establishment of the Authority, including imposition of the one dollar (\$1.00) registration fee, pursuant to the requirements of Sections 22710(a) and 9250.7(a) CVC are on file with the Authority, the California Highway Patrol (CHP), and the State Controller (SC).

4. ESTIMATE OF THE NUMBER OF ABANDONED VEHICLES:

As required by Section 22710(d)(5) CVC, "no governmental agency shall receive any funds from an Authority for the abatement of abandoned vehicles pursuant to an approved abandoned vehicle abatement program unless the governmental agency has submitted an annual report to the Authority stating the manner in which the funds were expended, and the number of vehicles abated. The governmental agency shall receive that percentage of the total funds collected by the Authority that is equal to the percentage of vehicles abated by the agency of the total number of abandoned vehicles abated by all agencies that are member of the Authority".

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P.04

(1) Definition of Costs Recoverable from the Authority:

These costs include staff time expended and reasonably related to abandoned vehicle abatement consistent with each participating jurisdiction's approved and adopted Plan, including but not limited to costs associated with investigation, site inspection, monitoring, necessary reports, telephone contact, correspondence and meetings with affected parties. Staff time shall be calculated at an hourly rate as established by each participant.

(2) Cost Accounting and Recovery Required: Each abandoned vehicle abatement participant will maintain records of the costs incurred while participating in the Abandoned Vehicle Abatement program and the Authority shall attempt recovery of those costs.**(3) Audit:** The Authority and their jurisdictions shall conduct annual audits by the County of Madera to ensure that funds are being spent in compliance with Sections 9250.7 and 22710 CVC. A contracted certified public account or public accountant pursuant to Section 6505 CC, to make an annual audit of the accounts and records of every agency or entity, may perform audits.**(4) Disbursement of Funds:**

(a) The money received by an Authority pursuant to Section 9250.7 CVC shall be distributed by the County of Madera to the participating cities for their use in accordance with Section 22710(d)(5) CVC.

(b) The funds will be disbursed quarterly, as received, and based upon the percentage of vehicle abated by the agency of the total number of abandoned vehicles abated by all agencies that are members of the Authority.

(c) The quarterly disbursement of funds to each participating jurisdiction shall be based on the fiscal year beginning in July.

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P.05

- (d) The County of Madera or designee shall be designated as Treasurer of the Authority and will receive any funds distributed to the Authority by the SC and shall disburse said funds, including interest thereon, less any expenses resulting from contractual agreements to conduct audits, to each member jurisdiction as authorized by the board and by the terms of this Plan. The Treasurer shall report all receipt and disbursements to the Authority on a quarterly basis.
- (e) Any funds received by the Authority that are not expended to abate abandoned vehicles pursuant to an approved Abandoned Vehicle Abatement Program within ninety (90) days of the close of the fiscal year in which the funds were received, shall be returned to the SC for deposit in the Motor Vehicle Account in the State Transportation Fund.

- (5) Debts and Liabilities: The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any member jurisdictions.

8. REPORTING REQUIREMENTS:

Annual Reports to SC. In order to meet its obligation, the SC requests that each Authority, established pursuant to the provisions of Sections 9250-7 and 22710 CVC, submit on an annual basis data relative to the operation of its Abandoned Vehicle Abatement Program. The SC has prepared Annual Status Report forms (Annex A) for the reporting requirements of the Authority. An Authority shall submit their reports on these forms to the SC. These Annual Fiscal Year-end Reports shall contain the required reporting information to satisfy the Legislature's intent of appropriate fiscal controls. These Annual Fiscal Year-end Reports shall be submitted on or before October 31, of each year to ensure ongoing funding from the SC and meet the mandated legislative requirements. The report shall contain the following information:

CERTIFIED**RESOLUTION NO. 04-238****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ESTABLISHING SERVICE AUTHORITY FOR ABANDONED VEHICLE ABATEMENT**

WHEREAS, Sections 9250.7 and 22710 of the California Vehicle Code provide for the establishment of a Service Authority for abandoned vehicle abatement if the City Council/Board of Supervisors of the county and a majority of the cities within the county having a majority of the population adopt resolutions providing for the establishment of the Authority; and

WHEREAS, the City Council of the City of Madera finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be public nuisances; and

WHEREAS, the City Council finds that an Abandoned Vehicle Abatement Program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and code enforcement personnel in abatement of abandoned vehicles; and

WHEREAS, the Madera County Abandoned Vehicle Abatement Service Authority will have the responsibility for implementing an abandoned vehicle removal program in Madera County.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Madera hereby requests that a Service Authority for abandoned vehicle abatement be established in Madera County pursuant to the provisions of Section 22710 of the California Vehicle Code.

BE IT FURTHER RESOLVED, that the City Council directs that members of each participating agency shall serve as the Service Authority for abandoned vehicle abatement in the County of Madera.

BE IT FURTHER RESOLVED, that the City Council approves the Vehicle Abatement Plan of the Abandoned Vehicle Abatement Service Authority of the County of Madera and to impose a one dollar (\$1.00) vehicle registration fee in the County of Madera. The fee imposed by the Authority shall remain in effect only for a period of ten years from the inception of the date that the actual collection of the fees commences.

PASSED AND ADOPTED by the City Council of the City of Madera this 15th day of

SEPTEMBER, 2004 by the following vote:

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AYES: Council Members Wells, Skeels, Armentrout, Svanda.

NOES: None.

ABSENT: None.

John W. Wells
JOHN W. WELLS, Mayor

ATTEST:

Sonia Alvarez
SONIA ALVAREZ, City Clerk



APPROVED AS TO FORM:

Joseph A. Soldani
JOSEPH A. SOLDANI, City Attorney

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RESOLUTION NO. 91-04**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,
CALIFORNIA, ESTABLISHING SERVICE AUTHORITY FOR
ABANDONED VEHICLE ABATEMENT**

WHEREAS, Sections 9250.7 and 22710 of the California Vehicle Code provide for establishment of a Service Authority for abandoned vehicle abatement if the City Council/Board of Supervisors of the county and majority of the cities within the county having a majority of the population adopt resolutions providing for the establishment of the Authority; and

WHEREAS, the City Council of the City of Chowchilla finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose health and safety hazard and are found to be public nuisances; and

WHEREAS, the City Council finds that an Abandoned Vehicle Abatement Program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and code enforcement personnel in abatement of abandoned vehicles; and

WHEREAS, the Madera County Abandoned Vehicle Abatement Service Authority will have the responsibility for implementing an abandoned vehicle removal program in Madera County.

NOW, THEREFORE IT BE RESOLVED, that the City Council of the City of Chowchilla hereby requests that a Service Authority for abandoned vehicle abatement be established in Madera County pursuant to the provisions of Section 22710 of the California Vehicle Code.

BE IT FURTHER RESOLVED that the City Council directs that members of each participating agency shall serve as the Service Authority for abandoned vehicle abatement in the County of Madera.

BE IT FURTHER RESOLVED that the City Council approves the Vehicle Abatement Plan of the Abandoned Vehicle Abatement Service Authority of the County of Madera and to impose a one dollar (\$1.00) vehicle registration fee in the County of Madera. The fee imposed by the Authority shall remain in effect only for a period of ten years from the inception of the date that the actual collection of the fees commences.

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RESOLUTION 91-04 PASSED AND ADOPTED by the City Council of the City of Chowchilla this 11 day of OCTOBER 2004 by the following vote:

Ayes: 5 Councilmembers Harris, Lucchesi, Ginsburg, Igo, Belton

Noes: 0

Abstain: 0

Absent: 0



JERRY T. BELTON, Mayor

ATTEST:



Gayle Welsh
GAYLE WELSH, Chief Deputy City Clerk

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST THIS 12 DAY OF OCT 2004



Gayle Welsh
CITY CLERK OF THE CITY OF CHOWCHILLA

RESOLUTION NO. 14-202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING THE EXTENSION OF THE ABANDONED VEHICLE
ABATEMENT PROGRAM UNTIL OCTOBER 2025

WHEREAS, the City of Madera entered into a Joint Powers Agreement with the Madera County Abandoned Vehicle Abatement Service Authority to participate in that Authority on October 12, 2004 through Madera County Contract No. 7712-C-2004 and authorized pursuant to Section 22710 of the California Vehicle Code; and

WHEREAS, the Madera County Abandoned Vehicle Abatement Service Authority has contributed approximately \$113,135.55 annually which has supported the participating agencies county-wide (City of Madera, Madera County and City of Chowchilla) in the abatement of approximately 1,190 abandoned vehicles throughout Madera County every year; and

WHEREAS, the Madera County Abandoned Vehicle Abatement Service Authority is set to expire October 2015; and

WHEREAS, new legislation allows for an extension of The Program with the approval of Madera County and the majority of cities which comprise the incorporated areas; and

WHEREAS, it is beneficial for the city to have this program continue.

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 Madera City Council supports the extension of the Madera County Abandoned Vehicle Abatement Service Authority Program until October 31, 2025.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 12th day of November 2014 by the following vote:

AYES: Council Members Poythress, Robinson, Medellin and Holley

NOES: None

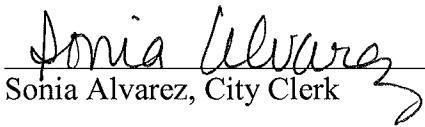
ABSENT: Council Members Bompreszi and Svanda

ABSTAIN: None



Robert L. Poythress, Mayor

ATTEST:



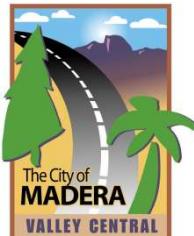
Sonia Alvarez, City Clerk



Approved as to Legal Form:



J. Brent Richardson, City Attorney



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: B-8

SUBJECT:

Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2025/26.

RECOMMENDATION:

Adopt a Resolution Approving the Applications for TDA – LTF and STA Funds for Fiscal Year (FY) 2025/26 and Authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC).

SUMMARY:

The TDA-LTF and STA applications describe the proposed expenditures for the MCTC approved allocation of TDA funds for FY 2025/26. The proposed expenditures have been outlined in the Draft Capital Improvement Program for FY 2025/26 – 2029/30. City staff recommend the proposed expenditures and have included them in the FY 2025/26 City Budget.

DISCUSSION:

The TDA provides two major sources of funding for public transportation. These funds are for the development and support of public transportation needs that exist in California and are allocated to areas of each county based on population, taxable sales, and transit performance. Some counties have the option of using LTF for local streets and road projects if they can illustrate there are no unmet transit needs.

The TDA funding sources are identified as follows:

1. LTF derived from a $\frac{1}{4}$ cent of the general sales tax collected statewide. LTF is used for transportation related services such as transit, street construction, active transportation (bicycles/pedestrians), program planning, and administration.

2. STA are derived from the statewide sales tax on diesel fuel. STA is limited to transit-related programs only.

The purpose and priority of the TDA is to provide funding for public transportation. Historically, the City has availed itself of its ability to utilize LTF for the purposes of assisting in other transportation needs, road improvements, and support of transportation-related activities within the Engineering Division.

Local agencies are required to submit applications for LTF and STA funds annually for approval by the MCTC Board. These applications describe the intended use of the funds and require Council approval. The LTF application will also be brought back to Council for amendment once the carryover balance from the previous fiscal year is validated with MCTC.

The STA and LTF applications are prepared for funds apportioned to the City of Madera, County of Madera, and City of Chowchilla based on population pursuant to the TDA. Changes to these applications by the local agency can be made through an amended application at any time. The applications are prepared to reflect the proposed expenditures for the coming fiscal year.

The STA proposed allocation of \$673,633 for FY 2025/26 must be used for transit-related programs only. Therefore, the funds are programmed as outlined in Table 1.

<i>Table 1: State Transit Assistance funds allocation for Fiscal Year 2025/26</i>	
<i>Service</i>	<i>Amount</i>
Madera Metro/Fixed Route/Intermodal Operations	\$673,633
TOTAL	\$673,633

The STA allocation for FY 2025/26 has decreased by \$130,285 from FY 2024/25.

As outlined in Public Utilities Code (PUC) Section 99233, LTF is allocated in a specific priority order. LTF funds are programmed first for transit services based on the premise that the unmet transit needs process has been prepared and conducted by the MCTC and operational needs determined by City staff. Resolution 25-03 of the MCTC adopted on May 21, 2025 found there are no unmet transit needs that are reasonable to meet in FY 2025/26 within the jurisdiction of the City of Madera. Although there are no unmet transit needs this fiscal year, LTF funds are being utilized as part of the transit operating budget.

After allocating the amounts needed for transit, two percent for Bicycle and Pedestrian facilities and projects, and three percent for MCTC Transportation Planning and Programming, the remaining LTF are typically programmed for street construction and maintenance projects that are identified in the City's CIP to include planning, acquisition of real property, construction of facilities, and administration.

The LTF allocation to the City in the amount of \$2,876,903 for FY 2025/26 must be used for transportation related services such as transit, street construction, multi-modal/active transportation, program planning, and administration.

Projects in the CIP for the City have been created and approved by Council for the use of these funds. The LTF allocation for FY 2025/26 is \$6,667 more than the FY 2024/25 allocation.

The distribution of LTF shown on the application are outlined in Table 2:

Table 2: Local Transportation Funds	
<i>Service</i>	<i>Amount</i>
Transit Services & Capital Outlay	\$1,146,074
Bicycle/Pedestrian Facilities	\$57,538
Transportation Planning (MCTC)	\$86,307
Streets and Roads	\$1,586,984
TOTAL	\$2,876,903

As part of previous application expenditure reviews, staff identified a concern relative to the ongoing stability of previously adhered practices in relation to planning for the use of available LTF funding. As mentioned in prior staff reports, LTF expenditures for transit activities has been increasing, largely due to a decline in STA funds. This led staff to the conclusion that certain engineering activities and projects, currently funded by LTF funds, may need to be reduced in the coming years, or receive funding from a different funding source. At present, staff does not explicitly account for these declines beyond illustrating the anticipated future funding in the CIP when planning for future projects.

Transit is currently in the process of using funds from various sources, such as Low Carbon Transit Operations Program (LCTOP), fuel taxes from the SB-1 State of Good Repair program, as well as an Affordable Housing & Sustainable Communities grant. As these funds are expended, Transit's need for additional LTF funds may increase in the future

FINANCIAL IMPACT:

For this cycle and near term, the next several cycles, there are no identified impacts to the General Fund.

ALTERNATIVES:

There are no explicit alternatives that staff has identified though staff appreciates any direction from Council on how to better utilize available funds.

ATTACHMENTS:

1. Resolution
Exhibit A – Application

Attachment 1

Resolution

RESOLUTION NO 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION
DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND
STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2025/26
AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE
APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION
(MCTC)**

WHEREAS, the Transportation Development Act (TDA) – Local Transportation Fund and State Transit Assistance (STA) funds are annually allocated by Madera County Transportation Commission (MCTC) pursuant to the TDA; and

WHEREAS, the City of Madera prepares the applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

WHEREAS, the LTF and STA fund applications for FY 2025/26 that describe the intended uses of these funds have been submitted to Council for review and approval.

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

1. The above recitals are true and correct.
2. The FY 2025/26 applications for TDA – LTF and STA funds as allocated to the City of Madera by MCTC are attached hereto as Exhibit A and incorporated herein by reference, as needed for the City of Madera to receive TDA – LTF and STA funds.
3. The applications are hereby approved.
4. The City Engineer is authorized to execute the applications and submit to MCTC.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Applications

MADERA COUNTY TRANSPORTATION COMMISSION
TRANSPORTATION DEVELOPMENT ACT APPLICATION SUMMARY - FORM A
(All claimants must complete this document)

Line

1	Project Year (FY)	2025/26		
2	Claimant	City of Madera		
3	Address	205 W Fourth Street		
4	Contact Person	Nicole Say	Title	Administrative Analyst
5	Telephone Number	(559) 661-3688		

6 The above named claimant hereby applies for allocations of Transportation Development Act funds for FY 2025/26 for the purposes and in the amount(s) specified below:

Purpose		
Local Transportation Fund		
7	Regional Transportation Planning (PUC 99262 & 99402)	\$ 86,307.00
8	Pedestrian & Bikeway Facilities (PUC 99234)	\$ 57,538.00
9	Article 4 Transit (PUC 99260)	\$ -
10	Article 4.5 Community Transit (PUC 99275)	\$ 1,586,984.00
11	Article 8a Streets & Roads (PUC 99400a)	\$ 1,146,074.00
12	Article 8b Rail (PUC 99400b)	\$ 2,876,903.00
13	Article 8c Transit Contracts (PUC 99400c)	
14	TOTAL LTF	\$ 2,876,903.00
State Transit Assistance		
15	Transportation Planning	\$ -
16	Mass Transportation	\$ 673,633.00
17	TOTAL STA	\$ 673,633.00
18	TOTAL TRANSPORTATION DEVELOPMENT ACT APPLICATION <i>(add lines 14 and 17)</i>	\$ 3,550,536.00

Claimant acknowledges that payment by the County Auditor of an allocation made by MCTC is subject to such monies being on hand and available for distribution and to the provision that such moneys be used only in accordance with the terms of the allocation instruction issued by MCTC.

19	By:	Nicole Say
20	Title:	Administrative Analyst
21	Date:	6/24/2025

I hereby attest to the reasonableness and accuracy of the financial statements included in Documents D, E, & F. (Sec. 6632)

22	Signed:	Mike Lima
23	Name:	Mike Lima
24	Title:	Director of Finance

Reference: CCR Section 6630

Approved by MCTC:

Authorized Official

Date

FORM A

MADERA COUNTY TRANSPORTATION COMMISSION
Application for Transportation Development Act Funds - **Form A.1**
Local Transportation Fund (LTF)
Fiscal Year 2025/26

Applicant Agency and Project Manager:

This form is to be used when making an application to use LTF funds for Public Transportation Services, Transportation Planning Services, Pedestrian and Bicycle Facility Construction, and Street and Road Projects. All projects submitted must be included in the Regional Transportation Plan. MCTC is required to make a finding that "No unmet public transportation needs exist" in the county before this application can be approved.

FUNDING REQUEST:

Transportation Services, Section 99260 (Article 4):

1. Name of Service:	_____	\$ _____
2. Name of Service:	_____	\$ _____
		TOTAL: \$ _____ -

Transportation Services, Section 99400 (b,c,d) (Article 8):

1. Name of Service, Contractor:	Madera Metro - Operating	\$ 989,911.00
2. Name of Service, Contractor:	Madera Metro - Capital	\$ 156,163.00
3. Name of Service, Contractor:	_____	\$ _____
4. Name of Service, Contractor:	_____	\$ _____
		TOTAL: \$ 1,146,074.00

Pedestrian and Bicycle Facilities, Section 99234 (Article 3):

Project Name, if applicable

1.	Bike Programs	\$ 57,538.00
2.	_____	\$ _____
3.	_____	\$ _____
		TOTAL: \$ 57,538.00

Transportation Planning Services, Section 99402 (Article 8):

<i>MCTC regional transportation planning</i> activities on behalf of member agencies	\$ _____
<i>Local Agency transportation planning</i> activities (or Contracted Services)	\$ <u>86,307.00</u>
<i>Additional planning</i> project or contracted transportation planning work	\$ _____
	TOTAL:
	\$ <u>86,307.00</u>
Street and Road Projects, Section 99402 (Article 8):	
Article 8 Funds Requested for Street & Road Projects	\$ <u>2,043,529.00</u>
	GRAND TOTAL:
	\$ <u>3,333,448.00</u>

Submitted By:



Ellen Bitter, Deputy City Engineer

Jun 24, 2025

Date

Approved by MCTC:

Authorized Official

Date

Note:

TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified

MADERA COUNTY TRANSPORTATION COMMISSION
Application for Transportation Development Act Funds - **Form A.2**
State Transit Assistance (STA)
Fiscal Year 2025/26

Applicant Agency and Project Manager:

This form is to be used when making an application to use STA funds for Transportation Services and Transportation Planning. All projects submitted must be included in the Regional Transportation Plan.

FUNDING REQUEST:

Transportation Services:

1. Name of Service, Contractor:	Madera Metro, Dial-A-Ride, Intermodel, Transit Center	\$ <u>673,633.00</u>
2. Name of Service, Contractor:		\$ _____
3. Name of Service, Contractor:		\$ _____
4. Name of Service, Contractor:		\$ _____
5. Name of Service, Contractor:		\$ _____
	TOTAL:	\$ <u>673,633.00</u>

Transportation Planning Services:

MCTC transit planning activities on behalf of member agencies.	\$ _____	
Local Agency transportation planning activities (or Contract Services)	\$ _____	
Additional planning project or contracted transportation planning work	\$ _____	
	TOTAL:	\$ <u>-</u>

SUMMARY of PROPOSED EXPENDITURES

Transportation Services	\$ <u>673,633.00</u>
Transportation Planning Services	\$ <u>-</u>
	GRAND TOTAL: \$ <u>673,633.00</u>

Submitted By:

Ellen Bitter

Jun 24, 2025

Ellen Bitter, Deputy City Engineer

Date

Approved by MCTC:

Authorized Official

Date

Note:

TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified

PROPOSED OPERATING BUDGET
(All transit claimants must complete this document)

Transit System Madera Metro

<u>Line</u>		<u>Prior Year (FY)</u>	<u>Project Year (FY)</u>
		2024/25	2025/26
1	Budget Year		
2	Total Eligible Operating Cost	\$ 2,700,899.00	\$ 3,936,018.00
3	Estimated Fares	\$ 3,281.00	\$ 12,000.00
4	Operating Deficit (subtract Line 3 from Line 2)	\$ (2,697,618.00)	\$ (3,924,018.00)
<u>Other Operating Revenues</u>			
5	Local Taxes	\$ 357,475.00	\$ 989,911.00
6	Local Transportation Fund		
7	LTF Balance from Prior Year		
8	State Transit Assistance Fund	\$ 663,423.00	\$ 673,633.00
9	Federal Operating Assistance	\$ 1,228,195.00	\$ 2,190,156.00
10	Measure T		
11	Other (specify):	LCTOP: Free/Reduced Fares	
12	Other (specify):	LCTOP: Operations	\$ 176,676.00
13	Other (specify):	Ticket Sales	\$ 3,281.00
14	Other (specify):	Reimb	\$ 59,211.00
15	Net Surplus/(Deficit) (add Lines 5-13 to Line 4)	\$ (209,357.00)	\$ 456,294.00

Footnotes

Reference: CCR Section 6632

PROPOSED CAPITAL BUDGET
(All transit claimants must complete this document)

<u>Line</u>	<u>Prior Year (FY)</u>	<u>Project Year (FY)</u>
	2024/25	2025/26
<u>Capital Expenditures</u> (Itemize by Project)		
15 Budget Year		
16 Vehicles & Equipment	\$ -	\$ -
17 Facilities/Impr./Construction/Infrastructure	\$ 21,290.00	\$ 1,521,570.00
18 Preventative Maintenance	\$ 223,540.00	\$ 551,882.00
19 Fixed Route Amenities Improvements	\$ 6,136.00	\$ 400,000.00
20		
21		
22		
23		
24 Total Capital Expenditures (Add Lines 16-23)	\$ 250,966.00	\$ 2,473,452.00
<u>Capital Revenues</u>		
25 Local Taxes		
26 Local Transportation Fund (LTF)	\$ -	\$ 156,163.00
27 LTF Balance from Prior Year		
28 State Transit Assistance Fund (STAF)	\$ 9,690.00	
29 STAF Balance from Prior Year		
30 Federal Capital Assistance	\$ 221,619.00	\$ 665,581.00
31 Other (specify): LCTOP	\$ -	\$ -
32 Other (specify): SB1 - State of Good Repair	\$ 6,136.00	\$ 460,888.00
33 Other (specify): AHSC Grant	\$ -	\$ 418,725.00
34 Other (specify): Bus Sale	\$ -	\$ 611,174.00
35 Other (specify): Capital Contribution	\$ -	\$ 157,836.00
36 Other (specify): PTIMISEA	\$ 13,521.00	\$ 3,085.00
37 Total Capital Revenues (add Lines 25-35)	\$ 250,966.00	\$ 2,473,452.00
38 Net Surplus/(Deficit) (subtract Line 36 from Line 24)	\$ -	\$ -

PROJECT DESCRIPTION & REGIONAL TRANSPORTATION PLAN CONFORMITY
(All claimants must complete this document)

Complete sections for **every article** under which you are applying for TDA funds.

ARTICLE 3 BIKE/PED

Describe how you plan to use LTF Article 3 Bike/Ped funds. Include, as applicable, location, type of bike facility, length of project (if bike lane), construction start date, and expected date of opening.

Bike/Ped funds will be used for existing bicycle and pedestrian facilities on a yearly basis. A portion of these funds will support the costs for the construction and maintenance of Class I, II and III bikeways and pedestrian facilities. Construction dates occurs during the year.

List the corresponding RTP project and/or page numbers.

List the corresponding local bicycle plan project and/or page numbers.

ARTICLE 4 TRANSIT

Describe how you plan to use LTF Article 4 Transit funds. Include, as applicable, type of project, construction start date, expected date of opening.

LTF Article 4 Funds will be used as the required 50% local match to cover the transit operation expenses of the operator while providing transit services to the public.

List the corresponding RTP project and/or page numbers.

ARTICLE 4.5 COMMUNITY TRANSIT SERVICES

Describe how you plan to use LTF Article 4.5 CTSA funds. Include, as applicable, type of project, construction start date, expected date of opening.

List the corresponding RTP project and/or page numbers.

ARTICLE 8(c) TRANSIT

Describe how you plan to use LTF Article 8 Transit funds. Include, as applicable, type of project, construction start date, expected date of opening.

LTF Article 8 funds will be used for ongoing transit services to provide Dial-A-Ride (ADA/Paratransit Services), Fixed Route, Madera Transit Center, and the Madera Intermodal Transit Center. Funds will also be used as a local match requirement for all Federal grants in the areas of Capital Improvements, Vehicle Procurement, Operation Assistance, and Prevention Maintenance.

List the corresponding RTP project and/or page numbers.

ARTICLE 8(b) RAIL

Describe how you plan to use LTF Article 8 Rail funds. Include, as applicable, type of project, construction start date, expected date of opening.

List the corresponding RTP project and/or page numbers.

ARTICLE 8(a) STREETS AND ROADS

Describe how you plan to use LTF Article 8 Streets/Roads funds. Include, as applicable, type of project, construction start date, expected date of opening.

Streets/Roads funds will be used to support the costs for planning, engineering, environmental clearance, and construction for improvements of eligible streets, concrete curb, gutter and sidewalks, concrete medians, ADA ramps and shoulder paving, Railroad approaches, Traffic Signal improvements, and Bridge rehabilitaion at various locations within the City of Madera. Construction dates vary every year and at times extends to more than a year.

Reference: CCR Section 6651

STANDARD ASSURANCES FOR APPLICANTS – LTF

(All claimants must complete this document)

FY 2025/26

APPLICANT ASSURANCES: Initial Each Section or Indicate N/A.

MZ 1)

Applicant certifies it has submitted a satisfactory, independent fiscal audit, with required certification statement, to MCTC and to the State Controller, pursuant to PUC 99245 and 21 CCR 6664, for the prior fiscal year (project year minus two). Applicant also assures this audit requirement will be completed for the current fiscal year (project year minus one).

Applies to all TDA claimants.

MZ 2)

Applicant certifies that no more than 50% of the CTSAs operating budget for the year came from LTF. Applicant also certifies that its fiscal audit contains verification of this limitation.

Applies to Article 4.5 (CTSAs)

MZ 3)

Applicant certifies it has submitted an annual report, documenting agency operations, in conformance with the uniform system of accounts and records, to MCTC and to the State Controller, pursuant to PUC 99243, for the prior year (project year minus two). Applicant also assures this report will be completed for the current fiscal year (project year minus one).

Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

MZ 4)

Applicant certifies it has submitted an annual report, regarding expenditure of funds received, to the State Controller, pursuant to 21 CCR 6665, for the prior year (project year minus two). Applicant also assures this report will be completed for the current fiscal year (project year minus one).

Applies to Articles 3 (bike/ped) and 8 (streets/roads)

MZ 5)

a) Applicant certifies that (initial one):

the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC 99271(a)); or
the operator is implementing a plan approved by MCTC which will fully fund the retirement system for such officers and employees within 40 years (PUC 99271(a)); or
the operator has a private pension plan which sets aside and invests, on a current basis, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC 99272 and 99273.

Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

MZ 6)

Applicant certifies that, pursuant to PUC 99264, it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person.

Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

MZ 7)

Applicant certifies that the transit operator's operating budget has not increased more than 15% over the preceding year, and does not include a substantial increase or decrease in scope of operations or capital budget provisions for major new fixed facilities. **If the budget does include such changes, documentation is attached** that identifies and substantiates the reason and need for the changes, pursuant to PUC 99266, CCR 6632(b). E.g., if there is a substantial change between the capital expenditures proposed in this application and those described in the Short Range Transit Development Plan (TDP), the applicant must provide a statement that substantiates the need for this change.

ATTACHMENTS MAY BE REQUIRED

Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

Operator's STA Qualifying Criteria (99314.6) - Worksheet
FY 2025/26
**FISCAL YEAR
(Audited Data)**
FY 2020/21 **FY 2021/22** **FY 2022/23** **FY 2023/24**

Column J should reflect the most recent year for which audited data is available.

A. Operating Cost	\$2,393,639	\$2,698,599	\$3,476,119	\$3,478,974	
B. Operating Cost Exclusions: (Depreciation already excluded)					
Reimbursement agreement (pass-thru)					
C. Adjusted Operating Cost (A-B)	\$2,393,639	\$2,698,599	\$3,476,119	\$3,478,974	
D. Revenue Vehicle Hours (RVH)	19167	15760	19886	357659	
E. RVH Exclusions: (add sheets if required)					
F. Adjusted RVH (D-E)	19167	15760	19886	357659	
G. Operating Cost per RVH (C/F)	\$124.88	\$171.23	\$174.80	\$9.73	
I. Operating Cost per RVH	\$124.88	\$171.23	\$174.80	\$9.73	
	W	X	Y	Z	
H. % Change in CPI				2.81%	
% Change in CPI 3 prior years	12.64%				
(change in annual CPI between first year of first fiscal year and last year of last fiscal year)					

Bureau of Labor Statistics, West Region; % change (i.e., CPI for FY 2017/18 is change in annual CPI be

Efficiency Standard 1:

Z must be less than or equal to (Y)*(CPI%) [CPI% = average percentage change in the CPI%]

Z =	\$9.73	Difference:	-\$169.99
Y =	\$179.72	Percentage:	-94.59%
[Y + Y * (CPI)] =	\$179.72		

Efficiency Standard 2:

[(X + Y + Z) / 3] must be less than or equal to [(W + X + Y) / 3] (3-year CPI%)

[(X + Y + Z) / 3] =	\$118.59	Difference:	-\$58.23
[(W + X + Y) / 3] =	\$156.97	Percentage:	-32.93%
[(W + X + Y) / 3] + [(W + X + Y) / 3]*CPI =	\$176.81		

For RTPA Use Only

Operator qualifies under:

Standard 1:

 Yes

 No

Standard 2:

 Yes

 No

FY 2025-26 TDA Application

Final Audit Report

2025-06-25

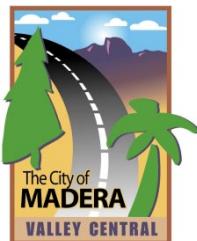
Created:	2025-06-24
By:	Nicole Say (nsay@madera.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEQBX4205MD2AgEHgW8JsCkpgavvi4oJs

"FY 2025-26 TDA Application" History

-  Document created by Nicole Say (nsay@madera.gov)
2025-06-24 - 10:00:36 PM GMT
-  Document emailed to Ellen Bitter (ebitter@madera.gov) for signature
2025-06-24 - 10:02:11 PM GMT
-  Email viewed by Ellen Bitter (ebitter@madera.gov)
2025-06-24 - 10:02:30 PM GMT
-  Document e-signed by Ellen Bitter (ebitter@madera.gov)
Signature Date: 2025-06-24 - 11:22:01 PM GMT - Time Source: server
-  Document emailed to Michael Lima (mlima@madera.gov) for signature
2025-06-24 - 11:22:03 PM GMT
-  Email viewed by Michael Lima (mlima@madera.gov)
2025-06-24 - 11:22:17 PM GMT
-  Document e-signed by Michael Lima (mlima@madera.gov)
Signature Date: 2025-06-25 - 0:17:38 AM GMT - Time Source: server
-  Agreement completed.
2025-06-25 - 0:17:38 AM GMT



Adobe Acrobat Sign



REPORT TO CITY COUNCIL

Approved by

for Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: B-9

SUBJECT:

Water/Wastewater/Storm Drain Critical Infrastructure Information (CII) Contractor/Consultant Non-Disclosure Agreement with K&B Electric LLC

RECOMMENDATION:

Adopt a Minute Order Approving Non-Disclosure Agreement to Allow for Design Work to be Completed for Potential Fiber-Optic Services

SUMMARY:

Race Communications intends to install fiber-optic network within the City of Madera. K&B Electric LLC dba K&B Engineering is under contract with Race Communications to design the underground fiber network. Approval of a Non-Disclosure Agreement (NDA) allows the City to provide information related to existing infrastructure in the project areas necessary for design in a secure manner consistent with applicable laws and policies.

DISCUSSION:

Race (Race) Communications is a California Competitive Local Exchange Carrier (CLEC) and is regulated by the California Public Utilities Commission (CPUC). CLEC's have the authority to provide telecommunication service in competition with Incumbent Local Exchange Carriers (ILECs), and access public utility easements and rights-of-way to install and maintain their infrastructure. Race approached the City earlier this year with plans to install a new fiber to the home network within the City. Additional information regarding Race is included in Attachment 2 of this staff report.

In preparation for design and installation of the network, K&B Electric LLC requested as-built drawings for all City infrastructure and recorded maps, items considered Critical Infrastructure Information (CII). The Non-Disclosure Agreement establishes the terms and conditions by which the requested CII is handled by K&B Electric LLC once it is received and no longer of use.

FINANCIAL IMPACT:

Costs associated with this action are related to preparation of the NDA by the City Attorney and staff time necessary to provide the requested infrastructure plans and maps.

ALTERNATIVES:

If a non-disclosure agreement is not approved, the City would incur additional costs for the Clerk's Office and Engineering Department as they will have to process multiple/large Public Records Acts requests for the same data and go through the more extensive process required by the Act.

ATTACHMENTS:

1. Non-Disclosure Agreement
2. Race Communications Information

Attachment 1

Critical Infrastructure Information Non-Disclosure Agreement

**Water/Wastewater/Storm Critical Infrastructure Information
(CII) Contractor/ Consultant Non-Disclosure Agreement**

This Water/Wastewater/Storm Critical Infrastructure Information Non-Disclosure Agreement (Agreement) dated _____, 2025, is between the City of Madera (“Madera” or “Disclosing Party”) located at 205 West 4th Street, Madera, CA 93637, and K&B Electric LLC dba K&B Engineering located at 290 Corporate Terrace Circle, Suite 200, Corona, California, 92879 (“Receiving Party”). Madera and Receiving Party may be individually referenced as a “Party,” or collectively as “the Parties.”

RECITALS

A. Receiving Party has entered into a separate agreement with Race Telecommunications, LLC to design underground fiber network services for eventual installation throughout the City.

B. To implement that contract, Receiving Party has requested infrastructure information from Madera for Madera’s infrastructure throughout the City.

C. The infrastructure information requested by Receiving Party is Critical Infrastructure Information (“CII”), which includes existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic interest, public health or safety, or any combination of those matters, and associated computer systems that control any portion of infrastructure. CII includes information, documentation, or records relating to Madera’s water/wastewater/storm infrastructure security or protected systems.

D. Receiving Party acknowledges and agrees that dissemination of Madera’s CII could have serious consequences and pose a threat to public health, safety, and welfare, including critical components which could be used to strategically disrupt, destroy, taint, or inhibit Madera’s water, wastewater or storm distribution systems.

E. Various entities, including the Department of Homeland Security among others, require that public agencies institute procedures to ensure the safe storage and secure handling of CII, documentation, or records that should be protected and not disclosed.

F. Receiving Party acknowledges and agrees that CII is valuable, sensitive, and protected by law or strict Madera policies. The intent of these laws, policies, and this Agreement is to assure that CII remains confidential - that is, it will be used only as necessary to accomplish Madera’s goals or mission.

G. The Disclosing Party and Receiving Party now desire to enter into this Agreement to ensure the CII remains confidential with limited access, and is timely deleted/removed from the Receiving Party’s systems as set forth below.

AGREEMENT

In consideration of the mutual promises, covenants and conditions contained herein, the Disclosing Party and Receiving Party hereby agree as follows:

1. Recitals. The Recitals are incorporated herein as if set forth in full.
2. Regulation of Disclosure. The Receiving Party agrees that disclosure of CII in any manner that permits review or interceptions by unauthorized persons is prohibited. CII may only be released to

persons with a need-to-know upon the written authorization from Madera. Except as otherwise stated in this Agreement, the Receiving Party shall restrict disclosure of CII within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such information in connection with the Receiving Party's performance of this Agreement. Except as provided herein, the Receiving Party shall not disclose CII to any third Party unless authorized in writing by Madera to do so.

The Receiving Party will, prior to providing any employee or independent contractor access to any CII of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such CII.

3. Unauthorized Access. The Receiving Party will protect the confidentiality of the CII. The Receiving Party shall notify Madera immediately upon discovery of any unauthorized use or disclosure of the CII, or any materials or documents related thereto, and will cooperate with Madera in every reasonable way to assist in regaining possession of such materials and preventing further unauthorized use, disclosure or dissemination.
4. Ownership. All information, documents, records, or other materials including CII provided to the Receiving Party shall remain the sole and exclusive property of Madera. The Receiving Party agrees it does not obtain any license, right, title, or interest in the CII by virtue of its being furnished CII pursuant to this Agreement. However, the resulting design of the underground fiber optic communication system is solely that of the Receiving Party.
5. Limited Use. The Receiving Party covenants and agrees that the CII provided by Madera pursuant to the terms and conditions of this Agreement will be used solely and exclusively by for the purpose of designing, engineering, and installing fiber optic and similar communication-related infrastructure within the City of Madera and the immediate environs.
6. Transfer of CII to Receiving Party. Following execution of this Agreement, Madera shall provide the CII requested by the Receiving Party needed for the purposes of designing the fiber optic system for Race Communications. The CII data shall be provided via Secure File Transfer Protocol ("SFTP") to a location designed by Receiving Party. Madera shall not have any obligation to transfer CII that is not requested by the Receiving Party or which is not reasonably related to the design of the underground fiber optic system.
7. No Functional or Technical Support. Licensee agrees that this Agreement does not obligate Madera to provide Receiving Party with any functional or technical support in relation to the CII.
8. No Representation or Warranties. The Parties agree that provision of the CII by Madera does not constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the other with respect to the infringement of trademarks, patents, copyrights, or any right of third persons. The CII provided by Madera to the Receiving Party is "as is." Receiving Party is solely responsible for obtaining the necessary software or equipment to access the same, and Receiving Party's use of the CII is at its sole and exclusive risk. THE CII AND ALL MATERIALS AND DOCUMENTS RELATED THERETO, ARE PROVIDED "AS IS", WITH ALL FAULTS. MADERA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE DISCLOSED MATERIALS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Destruction of CII in Possession of Receiving Party. Effective **August 1, 2027**, the Receiving Party

shall immediately cease use of the CII, and destroy all CII in the Receiving Party's possession or control. The Receiving Party shall then certify to Madera that this has occurred. Notwithstanding the foregoing, the Receiving Party shall be entitled to retain any design or other work it has created based on the CII. The City Engineer may also extend the August 1, 2027, deadline in writing by up to an additional 90 days upon request from the Receiving Party.

10. Termination of Agreement. In the event of a breach of this Agreement by the Receiving Party, Madera may terminate this Agreement and seek all legal remedies including injunctive relief. Upon such termination of this Agreement, the Receiving Party shall immediately cease all activities using the CII and destroy all CII in its possession or control. Upon request of Madera, the Receiving Party shall promptly certify to in writing compliance with the foregoing obligations.
11. Relief. The Receiving Parties agrees that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agree that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled, upon a proper showing, to seek an injunction from a court of competent jurisdiction restraining such breach or threatened breach, as well as an order from such court compelling the breaching party to specific performance of any relevant provision of this Agreement. The Parties further agree that the prevailing Party shall recover from the other Party the prevailing Party's reasonable attorneys' fees and expenses.
12. Venue and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to agreements made and to be performed in California. Any action relating to or arising out of this Agreement shall be brought in the courts of the State of California, County of Sutter.
13. Limitation on Damages. IN NO EVENT WILL MADERA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RECEIVING PARTY'S USE OR INABILITY TO USE THE MATERIALS OR DOCUMENTS LICENSED OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF SUCH RECEIVING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. Nature of Relationship. This Agreement shall not create, nor be construed as creating, a joint venture, partnership, or agency relationship between the Parties. Neither Party will have authority to or will hold itself out as having any authority to incur, assume, or create any liability, obligation or undertaking of any kind in the name of, or on behalf of, or in any way binding upon, the other.
15. Entitlements. Nothing in this Agreement shall waive requirements to obtain an encroachment permit, or any other permit, entitlement, or requirement from Madera.
16. Assignment. This Agreement and all of the rights, duties and obligations under it may not be sublicensed, assigned or otherwise transferred by the Receiving Party without the prior written consent of the Madera. Any assignment in violation of this provision will be null, void and of no force and effect. For all purposes of this provision, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
17. Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and

duly executed by the waiving Party. The failure by one Party to require performance of any term shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default of the same or any other term of this Agreement.

18. Time is of the essence. Time is of the essence in this Agreement.
19. Final Agreement. This document contains the entire Agreement between the parties as to disclosure and use of the CII, and supersedes any previous or contemporaneous understandings, commitments, or agreements, oral or written, as to such subject matter. This Agreement may be amended or modified only with the written consent of both Parties. Madera's City Manager, or designee, is authorized to amend this agreement in writing, including an extension of time for the Receiving Party to make use of the CII. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
20. Severability. In the event that a court of competent jurisdiction determines that any portion of this Agreement is unreasonable because of its term or scope, or for any other reason, the Parties agree that such court may reform such provision so that it is reasonable under the circumstances and that such provision, as reformed, shall be enforceable. In any event, the remainder of the Agreement shall remain in full force and effect.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

DISCLOSING PARTY

The City of Madera

By:

Arnoldo Rodriguez, City Manager

Date: July _____, 2025

RECEIVING PARTIES

K&B Electric, LLC

By:

Randy Walton
Project Manager

Date: June _____, 2025

Attachment 2

Race Communications Information



California's Leading Fiber Internet Provider



Contents

From Our CEO

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Benefits of a Race Relationship

From our CEO

Race Communications was founded more than 30 years ago with a clear mission: to bridge the digital divide. While we have made considerable strides, the pandemic and its aftermath highlighted how essential broadband is to our daily lives. Staying connected has become a necessity.

The cause of the digital divide can often be traced back to two factors. The first is the lack of physical broadband infrastructure, which provides reliable access to the internet. The second cause is the absence of affordable options. Even when the infrastructure is in place, many households cannot afford to access it.

Since the beginning, we have partnered with towns, cities, and private and public entities to help strengthen California's digital infrastructure as the need for reliable broadband grows.

Through these partnerships, Race Communications has created a long-lasting fiber network that provides homes with reliable and affordable communication services in communities like yours.

Thank you for being so committed to prioritizing accessible fiber internet for all. Together, we can continue to bridge the digital divide and connect your community to the things that matter most.



Raul Alcaraz, CEO

History & Mission



In 1994, Race Communications began its journey as an IT consulting company in the San Francisco Bay Area.

In 2002, it emerged as a California-based, licensed telecommunications company (CLEC) that designs, builds, and operates fiber for the communities that need it most.

Race has become the preferred provider for several national developers, such as KB and Lennar Homes. Our projects also take place in major cities, including San Francisco, Los Angeles, and San Diego.



In addition, Race has been awarded more than 15 grants from the California Advanced Services Fund to advance broadband deployment and adoption in rural communities. Race services include gigabit fiber internet, and unlimited home phone. All our services come with lightning-fast speed, affordable pricing, and limitless potential. As a result, Race customers can experience the difference of seamless connectivity.

At Race, we believe high-speed internet is essential for the daily lives of all our customers. Working in partnership with several private investors, developers, and non-profit community advocacy groups, Race focuses on building worldclass fiber networks and offering gigabit internet service to communities throughout California.

Fiber-optic has become the gold standard for fast, premium internet. With our fiber network, homes effortlessly connect to a wide variety of entertainment and cloud services, leading local businesses, developers, and city governments to experience significant economic improvements.

Why Race?

Race is a California Competitive Local Exchange Carrier (CLEC).

CLEC's have the following infrastructure responsibilities:



Telecommunication Services:

CLECs are authorized to provide local telephone services, competing with incumbent local exchange carriers (ILECs) like AT&T or Verizon. They can offer voice, data, and internet services to residential, business, and government customers.



Access to Unbundled Network Elements (UNEs):

CLECs can lease certain parts of ILEC networks at regulated rates. This helps them provide services more affordably and compete with larger carriers by not having to invest in building every aspect of the network.



Carrier of Last Resort (COLR) Exemption:

CLECs are typically not required to act as a "carrier of last resort," meaning they are not obligated to provide service to all areas or customers. ILECs generally hold this responsibility in regions where CLECs operate.



E911 Services:

CLECs are required to provide Enhanced 911 (E911) services, ensuring emergency calls are routed to the appropriate public safety answering point (PSAP) with location information.



Interconnection Rights:

CLECs have the right to interconnect their networks with those of ILECs. This allows them to lease or use existing infrastructure (like poles, ducts, and rights-of-way) to deliver services without building out their own complete network.



Number Portability:

CLECs can assign telephone numbers and offer number portability, allowing customers to switch providers without changing their phone numbers.



Regulatory Oversight:

CLECs are regulated by the **California Public Utilities Commission (CPUC)**, which ensures that they comply with state telecommunication laws, file tariffs, follow service quality standards, and provide consumer protections.



Competitive Pricing:

CLECs have the freedom to set their pricing and service terms in a competitive marketplace, allowing them to offer innovative service bundles or lower prices to attract customers, unlike traditional ILECs that are more heavily regulated in terms of rates.

Why Race?

CLEC's also have the following authority in California:

1 Access to Rights-of-Way (ROW):

CLECs have the legal right to access public utility rights-of-way, which include spaces like streets, sidewalks, and utility poles, to install, maintain, and operate their telecommunication infrastructure. This allows them to build and expand their networks without needing to acquire private land.

2 Easement Usage:

CLECs can utilize existing public utility easements to run cables or other necessary infrastructure. These easements, typically created for utilities like electricity and water, can also be used for telecommunications services, enabling CLECs to install fiber or other equipment without additional permits or negotiations in these predefined areas.

3 Permitting and Regulatory Compliance:

While CLECs have access to public utility easements and ROWs, they must comply with local permitting requirements and regulations. Cities or municipalities can impose reasonable rules on how and when CLECs can access these areas to minimize disruption to the public or existing utility services.

4 Maintenance and Repair:

CLECs have the authority to maintain and repair their infrastructure in public ROWs and utility easements. They are responsible for ensuring that their equipment does not interfere with existing utilities and must restore any disturbed areas after completing work.

5 Pole Attachments:

CLECs can lease space on utility poles, ducts, conduits, and other public infrastructure owned by incumbent local exchange carriers (ILECs) or utility companies. The **California Public Utilities Commission (CPUC)** regulates the rates, terms, and conditions of these attachments to ensure fairness.

6 Interconnection and Co-location:

CLECs have the right to interconnect with the infrastructure of incumbent carriers and may co-locate their equipment on ILEC facilities, which are often within public utility easements. This promotes efficient use of existing infrastructure, reducing the need for new construction.

7 Non-Discriminatory Access:

CLECs are entitled to **non-discriminatory access** to ROWs and easements. ILECs or utility companies cannot deny access or charge unfair rates, ensuring CLECs can compete on a level playing field in providing services.

In summary, CLECs in California have the authority to provide telecommunication services in competition with ILECs, access public utility easements and rights-of-way to install and maintain their telecommunications infrastructure and offer services like number portability and E911. CLECs rights are governed by the CPUC to ensure fair access, and they must comply with local regulations to minimize public disruption.

Why Fiber?



1

Fiber-optic broadband outpaces copper in speed, reliability, and capacity, making it the clear choice for modern internet needs. While copper has served as a foundation for connectivity, fiber is the future, ensuring communities can thrive in an increasingly digital world.

2

Fiber is exceptionally durable and can withstand extreme weather conditions, making it the top choice for connected homes. Additionally, fiber infrastructure boasts a 100-year lifespan, while traditional cable systems built on copper often experience corrosion and sometimes need to be replaced in as little as five years.

3

With the recent increase in remote work and virtual schooling, fiber networks have proven they are superior to antiquated telephone and cable networks. In fact, there was no impact on Race's network when the pandemic lockdown began compared to the effect work from home had on non-fiber competitors such as Comcast and Spectrum.

Stats and Facts



Faster, More Reliable Internet

- **Symmetrical Speeds:** Equal upload and download speeds
- **No Peak-Hour Slowdowns:** Fiber doesn't slow down, even with lots of users
- **Low Latency:** Ideal for gaming, video conferencing, and smart home devices.



Future-Proof Infrastructure

- **Scalability:** Fiber can support multi-gigabit speeds
- **Long Lifespan:** Fiber infrastructure lasts 100+ years.
- **Supports Smart Communities:** Enables IoT devices, security cameras, smart meters, and automated community services.



Economic & Property Value Benefits

- **Increases Home Values:** Homes with fiber internet see a 3.1% value increase.
- **Attracts Businesses & Remote Workers:** Essential for modern professionals.
- **Encourages Local Economic Growth:** Fiber is a key factor for attracting new businesses.



Cost Savings & Community Efficiency

- **Lower Maintenance Costs:** More durable than copper networks.
- **Bulk Service Agreements:** HOAs and communities can negotiate lower rates for residents.
- **Improves HOA Operations:** Enables online meetings, digital services, and faster communication between residents and management



Digital Inclusion & Enhanced Quality of Life

- **Supports Online Learning & Telehealth:** Critical for education, remote work, & healthcare access.
- **Strengthens Community Engagement:** Reliable internet allows for virtual town halls, livestreams, and digital events.
- **Better Security & Safety:** High-speed connectivity powers smart security cameras, emergency alerts, and monitoring systems.

Fiber Can Boost Home Values

Fiber broadband internet can boost home values by an average of **2% to 5%**, depending on the market and location. It's becoming an increasingly important factor for both homebuyers and renters, especially in the age of remote work and digital services.

National Studies:

A study by the **Fiber Broadband Association** and **RVA LLC** found that access to fiber-optic internet can increase home values by around **3.1%**. In some cases, particularly in rural or underserved areas, the increase can be up to **5%**.

Homebuyer Preferences:

Many homebuyers now consider broadband connectivity a necessity, alongside utilities like water and electricity. High-speed fiber broadband is particularly attractive to buyers who work from home, run home-based businesses, or have high data usage for streaming, gaming, or smart home devices.

Rental Properties:

For rental properties, access to fiber broadband can also increase rental income and occupancy rates, as tenants often seek homes with reliable, fast internet, especially in areas with a growing remote workforce.

Why Municipalities Need Fiber Internet:

Economic Growth:

1 Fiber broadband enables businesses to operate more efficiently with faster and more reliable internet connections. It attracts new businesses, fosters innovation, and supports local startups, contributing to job creation and a stronger local economy.

Enhanced Public Services:

3 Municipal governments can improve services like public safety, education, healthcare, and transportation with fiber networks. For example, smart city technologies that rely on real-time data require the high-speed connectivity that fiber provides.

Increased Property Values:

5 Studies show that homes with access to fiber internet tend to have higher property values. Residents are increasingly seeing high-speed internet as a necessity, much like utilities such as electricity or water.

Digital Equity:

2 High-speed fiber internet ensures that all residents, regardless of location, have access to quality internet services. This helps close the digital divide, especially in underserved or rural areas where traditional broadband might be slow or unavailable.

Education and Remote Work:

4 Fiber internet supports modern education systems by enabling online learning platforms, ensuring students and educators have fast and stable internet access. It also empowers residents to work from home, supporting remote work opportunities and reducing commuting congestion.

Future-Proof Infrastructure:

6 Fiber-optic networks are scalable and offer long-term benefits as data demands grow. Unlike older technologies, fiber can easily support the increasing bandwidth needs of communities for decades without major upgrades.



By investing in fiber broadband, municipalities position their communities for technological advancements and sustainable development in the digital age.

Why HOA's Need Fiber Internet

Attracting & Retaining Residents :



- **Modern Amenity:** High-speed internet is a top priority for homebuyers and renters. Communities with fiber have a competitive edge.
- **Property Value Boost:** Studies show that fiber can increase property values by up to 5%.

Supporting Smart Community Infrastructure



- **Security Systems & Cameras:** Fiber enables high-definition video surveillance with no lag.
- **Smart Home Integration:** IoT devices (thermostats, lighting, locks) require reliable, low-latency connections.
- **Automated HOA Services:** Online portals, virtual meetings, and digital amenities run smoothly on fiber.

Community Engagement & Digital Inclusion



- **Educational & Work-from-Home Support:** Faster speeds enhance remote work, online learning, and telehealth.
- **Stronger Communication:** Fiber improves virtual meetings, community livestreams, and digital event hosting.

Reliable, High-Speed Connectivity



- **Consistent Performance:** Unlike cable or DSL, fiber provides symmetrical upload/download speeds, essential for remote work, video conferencing, and smart home tech.
- **Scalability:** Future-proofs the community, ensuring long-term viability as technology demands grow.

Cost Savings & Operational Efficiency



- **Bulk Agreements:** HOAs can negotiate lower rates for residents through community-wide fiber agreements.
- **Lower Maintenance:** Fiber has a longer lifespan (50+ years) and fewer service disruptions than copper-based networks.
- **Reduced HOA Complaints:** Better internet means fewer resident complaints, reducing administrative burdens.

Master Developments

Race Communications has partnered with expert developers across California to bring residents and businesses the fastest fiber internet in the nation. As community-wide fiber networks gain momentum, master developments seek companies like Race as their preferred provider.

Planning for every community is different, so we create tailored solutions based on each developer's specific needs. Below are development projects Race has worked with to streamline their communication efforts.



Projects

SAN FRANCISCO SHIPYARD

The San Francisco Shipyard and Candlestick are long-term communities with more than 350 acres (about half the area of Central Park in New York City) of parks and open space.

COVENANT OF RANCHO SANTA FE

Established in 1928, Rancho Santa Fe has a rich history as a country residential community emphasizing agriculture and preserving rural landscapes. The Association began working on its high-speed internet project, RSF Connect, in 2015. Race was selected as their preferred provider in April 2018.

PLAYA VISTA

This completed project successfully reinvented a neighborhood on the west side of Los Angeles. The development provides office space for the biggest names in tech and features high-end homes for residents.

BEAR VALLEY SPRINGS

A private gate-guarded community, located in the Tehachapi Mountains in California. The community consists of about 25,000 acres of land and 3,580 home sites. Race Communications' internet services lead to Bear Valley Springs being named one of the best places to work-from home in 2021 by PC Mag.

STALLION SPRINGS

Stallion Springs is a planned community offering a laid-back relaxed getaway in addition to a full-time residential community. Stallion Springs offers enjoyment and recreation for those of all ages with one of the finest 18-hole championship golf courses in California, featuring a pro shop, driving range, chipping, and putting greens. There are also tennis courts, a swimming pool, and a hot tub. For horse lovers, there are nearly 30 miles of equestrian riding trails.

Partnerships

FIVE POINT



TISHMAN SPEYER

LENNAR®



kb HOME



Brookfield Residential

CIM

Counties & Municipalities

Fiber-optic sets the standard for fast, streamlined internet connectivity in communities. Many innovative cities across California know and understand this and have partnered with Race Communications to offer these services to their residents.

These cities aim to attract high-tech companies and new residents daily as hubs for technology, recreation, and entertainment. Fiber internet is an easy, affordable, long-lasting way to provide internet access to homes and businesses in any community.

Service Available in these Counties

Colusa County	San Francisco County
Kern County	Nevada County
Los Angeles County	Sonoma County
Riverside County	Sutter County
San Bernardino County	Tulare County
Mono County	Yuba County
San Diego County	

2025 Communities in Construction

Chico	Atwater	Visalia
Marysville	Merced	Hanford
Olivehurst	Chowchilla	Bakersfield
Lodi	Madera	Porterville
Modesto	Fresno	Palmdale
Turlock	Dinuba	

CASF Grants Projects

In addition to working closely with national developers and local governments, Race has a successful record of accomplishment when it comes to delivering high-speed fiber solutions to rural and disadvantaged areas.

Rural and urban communities differ vastly when it comes to internet accessibility. Race understands this disparity and is actively working to bridge the digital divide. As a result, Race has been awarded eleven separate grants from the California Advanced Services Fund (CASF) to advance broadband adoption and infrastructure deployment in unserved and underserved areas encompassing 20,000 households.

Race works with public and private entities to ensure all projects are built in a timely and efficient manner with minimal disruption to residents. Race has served more than 20 towns and cities across California with additional projects underway.

LAST MILE HIGH DESERT

Resolution: T-17241
Total Project Cost: \$17,853,044

MOJAVE SPACEPORT

Resolution: T-17279
Total Project Cost: \$1,236,047

MONO COUNTY

Resolution: T-17433
Total Project Cost: \$6,652,680

BACKUS

Resolution: T-17480
Total Project Cost: \$2,741,484

FIVE MINING

Resolution: T-17488
Total Project Cost: \$3,437,087

MONO

Resolution: T-17477
Total Project Cost: \$10,275,602

OCCIDENTAL

Resolution: T-17524
Total Project Budget: \$10,981,451

NORTH 395

Resolution: T-17541
Total Project Budget: \$5,207,484

PHELAN

Resolution: T-17525
Total Project Budget: \$46,049,332

BRIGHT FIBER

Resolution: T-17495
Total Project Budget: \$26,800,000

WILLIAMS

Resolution: T-17716
Total Project Cost: \$8,448,507

EXTENSIONS

Resolution: T-17751
Total Project Cost: \$18,281,982

RACE COMMUNICATIONS PROJECT TOTAL: **\$158,638,549**

Testimonials

Sierra Business Council
Vice President of the Sierra Business Council

"We are fully supportive of Race Communications because they are a proven entity with an extensive background in building, maintaining and operating gigabit fiber-optic networks in rural California."

SF Shipyard
Marketing Manager, Five Point

"I have been so fortunate to find and work with the wonderfully committed staff at Race Communications."

Phelan
8th District Congressman

"The Race Communications project has transformed the area and increased opportunities for economic development."

San Bernardino County
Chairman of the San Bernardino County Board of Supervisors

"Race Communications has a proven record of delivering service throughout California and has strong support within the communities they serve."

Mojave Spaceport
Business Owner and Local Resident

"Very professional, great to work with and great prices.... thank you so much Race!"

Covenant of Rancho Santa Fe
Rancho Santa Fe Association

"This new and innovative service offered will surpass some of the fastest internet services in the nation – all thanks to Race Communications!"

Nevada City
President, Bright Fiber Network, Inc.

"Neighborhood champions, project supporters, and I are simply thrilled and grateful that Race is taking the helm and completing Bright Fiber's vision to bring our community into the Information Age."

“

”



Race Gives Back

Community Outreach:

Race believes in inspiring communities and giving back whenever possible. We are invested in the communities we serve, and our efforts reflect that. Whether we are donating to families impacted by local fire devastation, or sponsoring community charities who give back to the underserved, we are committed to making a difference.

Big Brothers Big Sisters:



Race stepped up to the plate to offer a Silver Sponsorship to the Big Brothers Big Sisters of the Bay Area. This nonprofit mentorship organization was one sponsorship away from its goal until Race committed to helping this worthy cause. Serving underprivileged children and providing them with much-needed mentorship and activities, Race is proud to stand alongside those who are making a difference in the lives of young people.

Dedicated to Empowering Students:



One way we give back is by helping students get ready for back to school with our Race Backpack Giveaway events. We supply students with all the things they need for the school year, including backpacks filled with supplies. In 2024 alone, we served five communities, giving away more than 2,100 backpacks.



Lancaster Turkey Giveaway:

In November of 2024 we partnered with the city of Lancaster to pass out 1000 turkeys. We are proud to provide hundreds of families with a quality Thanksgiving meal.



Benefits of a Race Partnership

MORE THAN 20 YEARS OF EXPERIENCE

Race Communications has decades of experience working with fiber networks and has built strong relationships with several national developers, builders, and investors. As a result, Race has the knowledge and expertise to provide a world-class fiber network.

A TAILORED NETWORK

Race will develop a tailored construction plan for your project based on your community's needs. We work with local companies and authorities to ensure the project is completed quickly and cost-effectively.

SEAMLESS CONSTRUCTION

Our construction crews have years of experience and will work diligently to ensure minimal disruptions to your community's residents and businesses. With a completion rate of 100%, we work diligently to meet timelines. Our construction approach drastically reduces operational footprints while minimizing the environmental impact.

TRUE FIBER INTERNET

All communities will have a symmetrical gigabit internet connection to all homes and businesses. In addition, with recent fiber network upgrades, up to 10 Gbps for residential customers is now available on our network.

CONTINUED GROWTH THROUGHOUT THE STATE

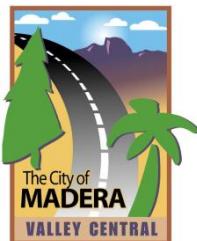
Race is backed by some of the most experienced telecommunication investors in the nation. Our investors allow us to complete projects and upgrade infrastructures to improve the communities we serve.



Thank You

Jim Miller
Vice President, Business Development
661.742.7869
jmiller@race.com





REPORT TO CITY COUNCIL

Approved by:

Justin Macomb

Assistant Chief Justin Macomb

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: B-10

SUBJECT:

Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for Fire Service Operations (updated Schedule A Agreement)

RECOMMENDATION:

Adopt a Resolution approving an updated Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for \$7,045,082

SUMMARY:

As discussed at the June 18, 2025, City Council meeting, a Schedule "A" agreement was approved between the City and CAL FIRE, spanning from June 1, 2025, through June 30, 2026. However, certain portions of the agreement and attachments inadvertently contained dated information and did not reflect a more efficient deal that was ultimately achieved for the City. This matter is being brought back to the City Council for confirmation that the Council intended to select an agreement with the more efficient costs. The total contract amount approved by Council in the resolution at the last meeting remains unchanged at \$7,045,082.00.

A copy of June 18, 2025 staff report and packet can be found on the City's website for Agenda item D-2 at: <https://www.madera.gov/home/departments/city-clerk/city-council-agendas-meetings/#tr-2025-meetings-4850014>.

ATTACHMENTS:

1. Resolution
2. Fire Protection Reimbursement Agreement
 - a. Exhibit A

- b. Exhibit B
- c. Exhibit C
- d. Exhibit D
- e. Exhibit E

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL
FIRE) FROM JULY 1, 2025, TO JUNE 30, 2026, FOR FIRE SERVICE
OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT
ON BEHALF OF THE CITY OF MADERA**

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

WHEREAS, CAL FIRE and the CITY have entered into agreements for services since 1993, the latest of which was a one-year Schedule "A" service agreement from July 1, 2024, through June 30, 2025; and

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

WHEREAS, the subject agreement would extend the service agreement through June 30, 2026.

WHEREAS, the City Council previously adopted Resolution No. 25-117 on June 18, 2025, approving the Schedule "A" agreement; however, certain refinements are needed to reflect the most current version of the agreement.

WHEREAS, the City Council now desires to rescind Resolution No. 25-117 and approve Schedule "A" as set forth herein.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera, California approves the above-noted Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2025 (Agreement# 4CA07250 in the amount of \$7,045,082.00), a copy of which is on file in the office of the City Clerk and referred to for particulars.
3. The City Council of the City of Madera, California authorizes the Mayor, to sign and execute said Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption, and rescinds Resolution No. 25-117.

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 1/2024**

AGREEMENT NUMBER

4CA07250

REGISTRATION NUMBER:

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

STATE AGENCY'S NAME

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

LOCAL AGENCY'S NAME

City of Madera

2. The term of this Agreement is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: \$ 7,045,082.00
Seven million, forty five thousand eighty two and zero cents

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

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

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

LOCAL AGENCY

California Department of General Services Use Only

LOCAL AGENCY'S NAME

City of Madera

BY (Authorized Signature)


Cece Gallegos - Mayor

DATE SIGNED (Do not type)

ADDRESS

205 West Fourth Street, Madera, CA 93637

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)


Nathan Barclay

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Nathan Barclay, Assistant Deputy Director, Cooperative Fire

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

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

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

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

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

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

Send an additional copy of all correspondence to:

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

AUTHORIZATION

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

EXHIBIT A
SCOPE OF WORK

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

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

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

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

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

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

- 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.
- 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.
- 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
- 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

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

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

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

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

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

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

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

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

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

3. SUPPRESSION COST RECOVERY

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

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

4. MUTUAL AID

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

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

5. PROPERTY PURCHASE AND ACCOUNTING

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

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

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

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

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

3. BUDGET CONTINGENCY CLAUSE

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

3. **ASSIGNMENT:** This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT:**

- A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
- B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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

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

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

17. **LIABILITY INSURANCE**

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

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

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

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

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

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

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

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

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

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

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

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

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

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

EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

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

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

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

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

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

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

Contractor Name: City of Madera

Contract No.: **4CA07250**

Page No.: 16

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

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

Contractor Name: City of Madera
Contract No: 4CA07250
Page No.: 17

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: City of Madera

CONTRACT NUMBER: **4CA07250**

Index: 4200

PCA: 47920

Fiscal Year: 2025/26 to 2025/26

This is Schedule A of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit:

Contract Name: City of Madera
Contract No.:
Page No.:

Agreement Total	\$7,045,082
-----------------	-------------

Fiscal Year 25/26

47920 PS Total	\$6,971,731
47920 OE Total	\$73,351
TOTAL	\$7,045,082

Comments This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between "Blank Fire Protection District" and The California Department of Forestry and Fire Protection (CAL FIRE)			Unit:		Sub Total		\$6,293,880		Contract Name:		City of Madera			
					Admin		\$677,851		Contract No.:		Page No.:			
					Total		\$6,971,731							
					Overtime Total:			\$191,096						
					CAL FIRE Unit Chief									
					CAL FIRE Region Chief									
					Staff Benefit Rate as of 7/1/25 for POF Classifications			93.92%						
					Staff Benefit Rate as of 7/1/25 for SAF Classifications			67.30%						
					Staff Benefit Rate as of 7/1/25 for MIS Classifications			81.85%						
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Battalion Chief	POF		12	\$8,930	\$214,315	\$3,639	12	\$87,336	\$201,285	\$0	\$50,279	\$553,215	\$623,414
2	Education Incentive Pay Differential	POF		12	\$150	\$3,600			\$0	\$3,381		\$0	\$6,981	
1	Hazmat Pay Differential	POF		12	\$150	\$1,800			\$0	\$1,691		\$0	\$3,491	
2	Longevity Pay Differential - 9%	POF		12	\$0	\$19,288			\$0	\$18,116		\$0	\$37,404	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$22,000			\$0	\$319		\$0	\$22,319	
7	Fire Captain, Range A	POF		12	\$7,694	\$646,267	\$3,143	12	\$264,012	\$606,974	\$0	\$151,992	\$1,669,244	\$1,849,556
7	Education Incentive Pay Differential	POF		12	\$150	\$12,600			\$0	\$11,834		\$0	\$24,434	
4	Hazmat Pay Differential	POF		12	\$150	\$7,200			\$0	\$6,762		\$0	\$13,962	
4	Longevity Pay Differential - 9%	POF		12	\$0	\$33,237			\$0	\$31,215		\$0	\$64,452	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$76,365			\$0	\$1,107		\$0	\$77,472	
16	Fire Apparatus Engineer	POF		12	\$6,856	\$1,316,395	\$2,807	12	\$538,944	\$1,236,358	\$0	\$310,270	\$3,401,968	\$3,572,542
9	Hazmat Pay Differential	POF		12	\$150	\$16,200			\$0	\$15,215		\$0	\$31,415	
6	Longevity Pay Differential - 5%	POF		12	\$0	\$24,682			\$0	\$23,182		\$0	\$47,864	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$90,000			\$0	\$1,305		\$0	\$91,305	
1.5	Communications Operator, Range A	SAF		12	\$6,459	\$116,262	\$0	0	\$0	\$78,244	\$0	\$0	\$194,506	\$203,662
1.5	Night-Shift Pay Differential	SAF		12	\$303	\$5,460			\$0	\$3,674		\$0	\$9,134	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	SAF				\$0			\$0	\$0		\$0	\$0	
0.5	Office Assistant (Typing), Range A	MIS		12	\$4,098	\$24,588	\$0	0	\$0	\$20,125	\$0	\$0	\$44,713	\$44,713
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
		MIS			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	MIS				\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	

Contractor Name: City of
Madera Contract No: 4CA07250
Page No.: 21

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2025/26 to 2025/26

(See Attached)

Contractor Name: City of Madera

Contract No: 4CA07250

Page No.: 22

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2025 by and between CAL FIRE of the State of California and City of Madera.

FISCAL YEAR: 2025-2026

Fire Stations:

Madera City Station 56

Madera City Station 57

Madera City Station 58

Equipment:

3-Pick up Trucks

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

5-Fire Engines

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

1-Ladder Truck

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

1-Type 6 Patrol

- 2009 Ferrara F550 (E-656) 6.0PSD

1- Portable Air Unit

1- Honda 1000 Side by Side

Contractor Name: City of Madera

Contract No: 4CA07250

Page No.: 23

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2025, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Madera

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

FISCAL YEAR: 2025/26 to 2025/26

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

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

By: _____
Signature _____
Printed Name _____

Title _____ Date _____

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

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

By: _____
Signature _____
Printed Name _____

Title _____ Date _____

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

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

By: _____
Signature _____
Printed Name _____

Title _____ Date _____

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

FISCAL YEAR: 2025/2026

Administration:

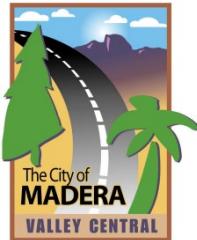
Duties and Responsibilities of the:

Madera City Fire Chief:

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

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

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



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 2, 2025

Agenda Number: D-1

SUBJECT:

Consultant Services Agreement with Westwood Professional Services, Inc., for Tozer Park Design and Engineering Services

RECOMMENDATION:

1. Adopt a Resolution awarding a Consultant Services Agreement with Westwood Professional Services, Inc. (Westwood) under Request for Qualifications (RFQ) 202425-28 for Design & Engineering Services in the amount of \$171,205

SUMMARY:

On May 12, 2025, the City received 10 statements of qualification from interested contractors vying for the opportunity to provide professional design and engineering services for Tozer Park. The submitted statements were in response to RFQ 202425-28, released on April 7, 2025.

After evaluation of the statements, staff is recommending awarding RFQ 202425-28 to Westwood in the amount of \$171,205.

DISCUSSION:

The City owns undeveloped property located on the northwest corner of Sunrise Avenue and Tozer Street. There are approximately 1.69 acres designated for a public neighborhood park, Tozer Park.

The City was awarded \$659,640 towards the design and construction of Tozer Park. Grant funding comes from the State of California – Natural Resources Agency, Department of Parks and Recreation, under the Land and Water Conservation Fund and Outdoor Recreation Legacy

Partnership (ORLP) Round 6B. The City will provide a 50 percent match for the project total, per grant requirements, with the project total estimated at \$1,319,280.

The grant performance period for the funding ends on June 30, 2027, with the City required to meet the following grant objectives, as outlined in the grant deliverables, including:

- The park will have an Under-8 regulation-sized soccer field.
- The park will provide two types of courts: basketball and pickleball.
- The park will provide a par course loop.
- The park will provide designated space for fitness/exercise equipment.
- The park will also include a playground area, within a designated picnic area/gathering space with an overhead shade structure adjacent to the playground.

The City expects the design and engineering of the project to be completed in a timely manner due to that the grant performance period still needs to account for the construction of the project being completed before June 30, 2027. The City is expecting final design plans to be completed within six (6) months of the contract award. The Consultant is expected to establish and maintain a close working relationship with City staff throughout each phase of the project. Phases are broken out as follows:

- Phase 1: Preliminary Design
- Phase 2: Final Design Plans, Construction Documents, Specifications, and Structural Calculations
- Phase 3: Bidding Process Assistance and Construction Support Services

Regarding RFQ 202425-28, the bid documents were published on Monday, April 7, 2025. The RFQ requested proposals from licensed professional consultant firms, experienced in architecture and engineering, who demonstrate that they possess the knowledge and organizational, functional, and technical capabilities to provide design and engineering services for the creation of a park.

Review Process

The statements of qualifications were due May 12, 2025. The Procurement Manager reviewed 11 proposals initially for compliance with requirements, completeness, and responsiveness. After initial review, one was deemed unresponsive, with the remaining 10 proposals forwarded to a review committee for scoring and ranking without the cost proposal totals. A committee of staff from the Parks and Community Services Department and the Planning Department independently reviewed the proposals submitted.

The committee members' evaluation included reviewing the following criteria, per RFQ process:

- Overall Experience and Qualifications in Park Design and Construction-Related Projects – Maximum points of 30
- Experience and Availability of Key Personnel – Maximum points of 30

- Quality of Understanding and Project Approach- Maximum points of 30

From these categories, a total score and ranking of each firm were provided and sent to the Procurement Manager. The Procurement Manager completed the reference checks. References carried a maximum point total of 10 points.

The 10 proposals evaluated listed in Table 1, along with their weighted totals & rank:

Table 1: Firms Submitting Statement of Qualification		
Name of Firm	Rank	Weighted Total
Westwood Professional Services, Inc. , Inc.	1	90.00
Blair, Church & Flynn	2	84.33
QK Inc.	3	81.67
Gates & Associates	4 -Tied	78.33
Melton Design Group	4 - Tied	78.33
Interwest Consulting Gorup, Inc.	6	75.00
4Creeks	7	74.33
Precision Civil Engineering	8	69.83
Integra Planning & Landscape Architecture	9	69.00
Edgeland Landscape Architecture	10	53.33

With Westwood ranked as the most qualified firm, staff proceeded to negotiate with the firm for the service fees. The final negotiated amount for services was set at \$171,205.

Westwood was ranked the highest by the review committee out of the 10 proposals, representing the best value for the City. The firm would bring the following value to the City:

- Established in 1972, Westwood is a full service, multi-discipline professional design and engineering firm providing services to public and private clients.
- With over 1,900 staff members located across the United States and registrations in most states, Westwood is recognized as one of the top design and engineering firms in the country.
- In 2024, O'Dell Engineering merged with Westwood. O'Dell had provided public improvement services in California since 1994, including landscape architecture, civil engineering, and land surveying.
- The Westwood California team currently employs over 95 professionals with offices in Fresno, Merced, Modesto, and Pleasanton.
- Westwood has been able to support public parks and recreation projects in Madera and the greater Fresno area since 2015, with experience on more than 100 projects.
- Local experience includes Centennial Park, Knox Park, the Frank Bergon Senior Center, McNally Park Basketball Courts, Madera Sidewalk Improvements, Valley Children's Hospital Park, and over 15 parks and recreation spaces for the City of Fresno.

- Their statement of qualification presented a clear understanding of the ORLP grant requirements and the importance of the City meeting grant objectives.
- Extensive background in designing award-winning, safe, and vibrant parks, Westwood is committed to helping Tozer Park become a truly unique place where families, friends, and neighbors can gather, play, and connect.

Westwood is a firm that the City has previously and currently worked with, it is to be noted that, during prior and current agreements with Westwood, they have performed satisfactorily and without issues. They are punctual, complete work as requested, and work closely with the City, communicating and responding to inquiries promptly.

FINANCIAL IMPACT:

The City has been awarded a total of \$659,640 by the ORLP grant towards the completion of the project. The grant requires a 50 percent match by the City, which will be covered by the Parks Development Impact Fees. With the grant being a reimbursement-based grant, the City has to cover the upfront costs for design, engineering, and construction. The City is eligible for reimbursement up to \$659,640 by the grant.

For Fiscal Year 2025/2026, the project cost of Tozer Park has been budgeted in the Parks Grant Fund – ORLP Grant, 41096132. The City match of \$659,640 is budgeted in the Parks Developmental Impact Fees (DIF), 40880000.

The grant budget narrative submitted during the grant award phase included \$172,082 as an allowable project cost for professional services of an architectural or engineering nature. Table 2 outlines the estimated project cost submitted as part of the grant application, including initial probable costs of construction elements.

With this in perspective, the proposed agreement with Westwood Professional Services, Inc. , Inc. being at \$171,205, this results in a savings of \$877 of the estimated costs for the design and engineering services.

Table 2: ORLP Round 6B for Tozer Park Estimated Project Costs As Submitted for Grant

Element	Estimated Cost
Architectural and Engineering Fees – Includes design and engineering services for conceptual plans, specifications, bid item descriptions, and probable costs of construction	\$172,082
Site Work/Site Prep – Includes mobilization	\$5,000
Construction - Includes cost of the grant required objectives	\$1,142,198
Total Project Cost	\$1,319,280
Total Federal Share	\$659,640
City Match	\$659,640

ALTERNATIVES:

Staff has carefully considered the statements of qualifications received for the project. An alternative course of action involves rejecting all statements. This could potentially lead to several consequences that need to be taken into account.

Rebidding the project introduces uncertainties that may impact the project's overall cost. There is a possibility of receiving higher proposals or encountering a lack of additional bids in a subsequent bidding process. This scenario could prolong the timeline for selecting a consultant, which would impact meeting the grant performance period timeline.

ATTACHMENTS:

1. Resolution Awarding a Consultant Services Agreement under Request for Qualifications (RFQ) No. 202425-28 to Westwood Professional Services, Inc. in the amount of \$171,205, for Tozer Park Design and Engineering Services
 - a. Exhibit 1 – Consultant Services Agreement

ATTACHMENT 1

Resolution Awarding a Consultant Services Agreement under Request for Qualifications (RFQ)
No. 202425-28 to Westwood Professional Services, Inc., in the amount of \$171,205, for Tozer
Park Design and Engineering Services

Exhibit 1 – Consultant Services Agreement

RESOLUTION NO. 25 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING RESOLUTION AWARDING A CONSULTANT
SERVICES AGREEMENT UNDER REQUEST FOR QUALIFICATIONS (RFQ) NO.
202425-28 TO WESTWOOD PROFESSIONAL SERVICES, INC., IN THE
AMOUNT OF \$171,205, FOR TOZER PARK DESIGN AND ENGINEERING
SERVICES**

WHEREAS, the City of Madera released a Request for Qualifications (RFQ) 202425-28 calling for Tozer Park Design and Engineering Services; and

WHEREAS, the IFB No. 202425-28 was released on April 7, 2025; and

WHEREAS, the IFB No. 202425-28 was duly noticed and published accordingly; and

WHEREAS, there were 10 responsive statements of qualifications received as of May 12, 2025; and

WHEREAS, the 10 bids were evaluated for completeness and responsiveness; and

WHEREAS, Westwood Professional Services, Inc. submitted the most responsive, responsible, and complete proposal at \$171,205; and

WHEREAS, the City wishes to enter into a Consultant Services Agreement with Westwood Professional Services, Inc. for the design and engineering services of Tozer Park; and

WHEREAS, the agreement would be for six months from the date of execution, with the option of one additional six-month extension, with written mutual consent.

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 of the City of Madera does hereby accept the ten statements of qualification received for this project, finds that Westwood Professional Services, Inc. is the most responsive and responsible bidder, and awards a consultant contract for the RFQ 202425-28 Design and Engineering Services for Tozer Park in the amount of \$171,205. Said contract is attached hereto as Exhibit 1.
3. This Resolution is effective immediately upon adoption.

EXHIBIT 1 – CONSULTANT SERVICES AGREEMENT

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
CITY OF MADERA
AND
WESTWOOD PROFESSIONAL SERVICES, INC.**

This Agreement for Design and Engineering Services for Tozer Park, Request for Qualifications (RFQ) No. 202425-28 ("Agreement") is made and entered into this 1st day of August 2025, between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**", and Westwood Professional Services, Inc. hereinafter called "**CONSULTANT**."

RECITALS

WHEREAS, CITY plans to obtain Design and Engineering Services for Tozer Park, ('Project'); and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional design and engineering services and is knowledgeable of the principals and practices of the industry associated with design and engineering; and

WHEREAS, CITY desires to enter this Agreement with CONSULTANT for such professional design and engineering services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, CITY and CONSULTANT agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT:

CONSULTANT will provide professional design and engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional architectural and engineering management services as set forth in **Exhibit A, "Proposal of Service,"** dated June 12, 2025, 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.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work which is attached and incorporated by reference as **EXHIBIT A**.

4. CITY'S OBLIGATIONS:

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;

5. COMPENSATION:

The total compensation for the work tasks itemized in **EXHIBIT A, “Proposal of Services, Section E. Fee Proposal,”** attached hereto and incorporated herein by reference is \$171,205.

CITY and CONSULTANT agree on the rates shown in **EXHIBIT A** and agree that they will remain in effect until the date of expiration of Agreement indicated in Section 11. 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 A**.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work

performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the Project Manager in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the Project Manager authority is limited to expenditures not to exceed the amount of \$171,205.

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records, and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit B, "Insurance Requirements,"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City

approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

The provision will survive expiration or termination of this Agreement.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings, and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed, and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT A**, which is attached 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. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. 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 on or before January 31, 2026 ('Expiration Date'). The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 30-days in advance of expiration, for a period not to exceed one additional six-month extension. Any extension requiring increased compensation will require approval by the City Council.

12. TERMINATION OF AGREEMENT:

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, CONSULTANT 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 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, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT 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 CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless but shall not defend CITY and any and all of its officials and employees from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable legal counsel's fees and costs but only to the extent caused by the negligent act, errors, and omission of the Consultant (and its Subconsultants) under this Agreement. Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to indemnify CITY for its own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by

any individual or CITY for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its subconsultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. CONFLICT OF INTEREST:

Prior to City's execution of this Agreement, Consultant shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as Exhibit C and incorporated herein by reference. During the term of this Agreement, Consultant shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Consultant on **Exhibit C, "Disclosure of Conflict of Interest,"** attached hereto and incorporated herein by reference.

Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

Consultant shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.).

Consultant represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

This Section 16 shall survive expiration or termination of this Agreement.

PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition, or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract, or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'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 venture, partner, or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and 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, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno, CA. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected 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 in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT 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 board of directors and 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 CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

City of Madera

Attn: Arnoldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400
Email: arodriguez@madera.gov

CONSULTANT

Westwood Professional Services, Inc.

Att: Chad Kennedy
1165 Scenic Drive, Suite A
Modesto, CA 95350
Phone: (209) 571-1765
Email: chad.kennedy@westwoodps.com

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA
a municipal corporation

CONSULTANT

By: _____
Cecelia Gallegos, Mayor

By: _____

Taxpayer I.D. Number

Date: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

Exhibits:
Exhibit A – Proposal of Service
Exhibit B – Insurance Requirements for Consultants
Exhibit C – Disclosure of Conflict of Interest

EXHIBIT A
PROPOSAL OF SERVICE

Consultant shall perform to the satisfaction of City, in accordance with this Agreement, the Services described below. All references to "Westwood Professional Services," "Westwood Professional Services, Inc.," "design team," "we," "us" or "our" shall refer to "Consultant." "Deliverables" are obligations of Consultant to deliver to the City, and "Tasks" are obligations of the Consultant to perform as described. Forecasts and the schedule of project deliverable timelines are obligations to complete as set out in this Scope of Services contingent upon requested data and documents being provided by the City within a reasonable period of time, and subject to timing at the City's discretion as noted in the Project Schedule. Timelines may be subject to any extensions of time granted in writing by the City's Director of Parks at the Director's sole discretion given at the request of Consultant for unforeseen delays. Time is of the essence for the purposes of this Agreement.

A. Refined Scope of Services

Project Understanding

The City of Madera has been awarded \$659,640 in funding through a 50% match program from the Outdoor Recreation Legacy Partnership (ORLP) Program by the State of California's Department of Parks and Recreation, toward a total project cost of \$1,319,280. The funding will be used for the development of Tozer Park, a proposed neighborhood park of approximately 1.69 acres located at the northwest corner of Fig Street and Tozer Avenue. Environmental reviews, a preliminary design concept, and cost estimating have been completed. Key recreational amenities and features as part of the grant requirements include:

- An under-8 regulation sized soccer field;
- Basketball court(s);
- Pickleball court(s);
- A par course loop;
- Fitness/exercise area(s); and
- Playground in proximity to picnic area(s), with a shade structure.

Tozer Park will provide a diverse mix of features to cater to a wide range of recreational needs and significantly benefit the community by providing much-needed outdoor opportunities. The park will contribute to enhancing the overall quality of life for Madera residents and help address gaps in the City's park system. The intention is for this park to become an asset to the community and be a place for everyone to engage in diverse recreational and social activities.

The project was selected for the grant through a competitive process, with the City of Madera emerging as one of only three cities in California to receive this grant. The Tozer Park project will need to adhere to the Land and Water Conservation Fund (LWCF) program requirements, as well as other requirements outlined in 2 CFR 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Compliance with these regulations will ensure that project expenses are eligible for reimbursements.

Scope of Services Statement

PROJECT KICK-OFF/SITE ANALYSIS/DATA COLLECTION & REVIEW

TASK

01

This task will involve gathering, reviewing, and assessing existing data and reports relative to the project and conducting necessary investigations and analyses required to identify key project issues that could impact or be impacted by the project including:

TASK 1.1 CITY KICK-OFF MEETING

We will meet with the City to review options for conceptual design at a location of the City's choice and may include a site walk. Collaborate on potential refinements to the site layout. The following typical items will be discussed:

- Introduce City staff and project partners to the design consulting team.
- Review key objectives of the project, the scope of services, deliverable expectations, the project schedule, and broad milestones.
- Confirm project parameters and limits of work.
- Obtain and review existing record drawings, utility information, City standard specifications and details, and other available materials.
- Establish a broad meetings schedule.
- Establish communication channels with all parties involved.
- Review the available construction budget and contingencies.
- Review vendor options available through the National Cooperative Purchasing Alliance, allowing for consideration of procurement of preferred products at lower prices than typically available through normal purchasing processes.
- Assist City with coordinating key 2 CFR 200 grant requirements.

PROJECT KICK-OFF/SITE ANALYSIS/DATA COLLECTION & REVIEW

TASK

01

DELIVERABLES

- Preliminary Site Assessment Report
- Topographic Survey

TASK 1.2 SCHEDULE UPDATES

Samir (as Project Manager) will create an overall schedule for the project, identifying milestones such as project submittals and meeting dates, including coordination time with the City and design team. This schedule will be updated at each phase of work and communicated to the City.

TASK 1.3 TOPOGRAPHIC SURVEY AND UTILITY RESEARCH AND MAPPING

Surveying services in support of this project will include topographic surveying of the existing site, hardscape, and on-site and off-site utilities as needed for points of connection. Surveyors will locate and document surface-visible utility features and improvements, such as signs, utilities, drainage structures, lights, and USA markings. We will review data available including existing maps, GIS data, as built and improvement plans from utility operators. With this information, surveyors will show existing subsurface infrastructure with the project limits. A base file in AutoCAD will be provided to the design team for use in preparing a site base.

TASK 1.4 GEOTECHNICAL INVESTIGATIONS

Geotechnical engineers will provide subsurface exploration, completing three to four shallow soil borings throughout the proposed park to depths ranging from 5 to 30 feet. These soil samples will then have laboratory tests performed. A geotechnical report summarizing the results and providing recommendations may be prepared, providing valuable information for use in engineering of walkways and sports court pavements.

TASK 1.5 SITE ANALYSIS & REVIEW EXISTING DATA

This task will begin with a site visit to assess the existing conditions firsthand and to photo-document the current state of the site. We will conduct a thorough analysis of existing elements to inform and guide the design direction. This will include evaluating factors such as access, prevailing winds, sun angles, soil types, local demographics, established circulation patterns, as-built drawings, and existing utilities.

TASK 1.6 PRELIMINARY SITE ASSESSMENT REPORT

A brief report will be prepared to document the findings and analysis discovered in previous tasks.

CONCEPTUAL DESIGN

After data gathering tasks are complete and the topographic survey work is completed, the team will commence work on generating two (2) refined conceptual designs for the project based on the concept submitted for the grant. This task will also include collaboration, reviews, and discussions with the City as the design progresses. The scope of work in this phase would include:

TASK 2.1 CONCEPTUAL DESIGN

Following site analysis, the design team will prepare two (2) refined conceptual designs based on the original concept plan, including information regarding amenities and material options for new walks and social gathering areas, play surfacing and play equipment, site furnishings, and structures in the project. Stormwater management locations and utility tie-ins will be considered. Revisions to the original concept layout will reflect changes based on site limitations and opportunities. City selected materials for play equipment and park elements will be incorporated into the space.

TASK

02

CONCEPTUAL DESIGN

TASK 2.2 CONCEPT RENDERINGS

Preliminary renderings for each of the two concepts will be prepared.

02

TASK

DELIVERABLES

- Final Conceptual Park Plan with Supporting Documentation such as Preliminary Renderings and Cost Estimates

Ladera Recreation Center | Ladera, CA



Ladera Recreation Center | Ladera, CA



TASK 2.3 PRELIMINARY COST ESTIMATES

A Rough Order of Magnitude (ROM) style of cost estimate will be prepared for each of the two conceptual designs to aid in decision-making. Pricing available through the National Cooperative Purchasing Alliance (NCPA) may be included as well.

TASK 2.4 PRESENTATION MEETING

Meet with the City to review the two final concept plans and gather feedback.

CONCEPTUAL DESIGN

TASK 2.5 FINAL CONCEPT PLAN (REFINED)

The design team will finalize the chosen concept plan and refine the associated cost estimate. The Final Conceptual Site Plan will include:

- Conceptual layout with location of amenities, considering adjacencies.
- Conceptual grading including storm water management strategies.
- Conceptual planting, with general size and type of plant material noted, including trees.

TASK

02

TASK 2.6 SCHEDULE UPDATE

The project schedule will be updated, as needed, and distributed to the City and the design team.

TASK 2.7 FINAL SUBMITTAL

The design team will gather the documents and provide a final conceptual design submittal package to the City in desired formats.

TASK

03

DESIGN DEVELOPMENT TO 50% COMPLETION

Upon City approval and acceptance of the conceptual design and associated costs, the team will commence with the design development phase of the project. The design development package will include drawings to convey general engineering and design concepts. This phase of work shall **refine the design and identify key construction systems and methods for landscape, civil engineering, and electrical engineering elements and materials, as well as critical coordination issues**. This task will also include regular coordination and discussions with the City, with key tasks during this phase including:

TASK 3.1 PREPARATION OF DESIGN DEVELOPMENT PLANS

- Cover Sheet
- Existing Conditions and Demolition Plans
- Grading, Drainage, Utility, and Signage Plan
 - » Involves coordination of the site design with civil engineering/grading design and documentation. Civil engineers will review and collaborate closely on final design. Stormwater management strategies will also be documented.
- Site Features and Finishes Plans providing product and vendor information
- Planting Plan including species and sizes
- Irrigation Plan including hydrozones and equipment
- Exterior Lighting Plans and Details
 - » Involves proposed electrical service and assisting with coordination with PG&E as applicable. Preliminary light fixture selections and layouts will be included.
- Construction Details
 - » Involves the inclusion of construction, planting, and irrigation details including City standard details where appropriate. Identification of key project specific details will also be reflected in the package.

TASK 3.2 DESIGN TEAM COORDINATION MEETING

This task will involve close team coordination and updating information and drawings among different disciplines.

TASK 3.3 SITE LIGHTING PHOTOMETRIC STUDY

This task involves modeling the site lighting and creating a two-dimensional photometrical analysis map.

TASK 3.4 TECHNICAL SPECIFICATIONS

A list of anticipated outline technical specification sections will be prepared.

DESIGN DEVELOPMENT/CD'S TO 50% COMPLETION

TASK

03

TASK 3.5 COST ESTIMATE

A detailed cost estimate will be prepared, reflecting the refinements achieved during the development of the design and engineering in this phase.

TASK 3.6 QA/QC

The internal Quality Control Manager will thoroughly review the plans and specifications and recommend further coordination items for the design team.

TASK 3.7 SCHEDULE UPDATE

The project schedule will be updated, if needed, and distributed to the City and the design team.

CONSTRUCTION DOCUMENTS (90% & 100% PS&E)

Upon City approval and acceptance of the design development package and associated costs, the team will commence the final construction documents phase of the project. This will include routine information normally required by governing agencies and preparation of final plans, specifications, construction details and cost estimates for permitting and bidding. The scope of work will include two packages: 90% construction documents (with draft technical specifications), and 100% documents (including final technical specifications).

TASK

04

90% PS&E

TASK 4.1 CITY MEETING

This phase will begin with a meeting with City staff to review City comments on the Design Development submittal.

TASK 4.2 DESIGN TEAM COORDINATION MEETING

This task will involve team coordination and updating information per design team manufacturers' or vendors' coordination.

TASK 4.3 PLANS PREPARATION

Prepare design construction documents to a 90% level of completion. The key deliverables during this phase will include:

- Cover Sheet
- General Notes and Conditions
- Existing Conditions and Demolition Plan
- Utility Plan
- Grading and Drainage Plan
- Signage Plan
- Site Features and Finishes Plan
- Horizontal Control Plan
- Irrigation Plan and Water Use Calculations
- Planting Plan
- Electrical Engineering and Site Lighting Plans:
 - » New electrical service and assistance with coordination with PG&E.
 - » Site lighting plans for the park site.
- Construction Details
- Updated Construction Quantities and Estimates

Note: Erosion Control Plans, Storm Water Pollution Plan (SWPPP), and NPDES permit coordination are not currently included and are assumed to be provided by the Contractors.

CONSTRUCTION DOCUMENTS (90% & 100% PS&E)

TASK

04

TASK 4.4 DRAFT TECHNICAL SPECIFICATIONS

Prepare draft technical specifications for City review and comments.

TASK 4.5 COST ESTIMATE

The detailed cost estimate will be updated to reflect the refinements achieved during the further development of the design and engineering.

TASK 4.6 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The internal Quality Control Manager will thoroughly review the plan set and specifications and recommend further coordination items to the design team.

TASK 4.7 SCHEDULE UPDATE

The project schedule will be updated, as needed, and distributed to the City and the design team.

100% PS&E

TASK 4.8 CITY STAFF MEETING

This phase will begin with a staff conference to respond to and address comments on the 90% PS&E submittal so the documents can be finalized.

TASK 4.9 DESIGN TEAM COORDINATION MEETING

This task will involve coordinating and updating information and drawings among different disciplines.

TASK 4.10 FINAL PLAN PREPARATION

100% Level of Completion. Key deliverables during this phase will include:

- Cover Sheet
- Notes and Conditions
- Existing Conditions and Demolition Plan
- Utility Plan
- Grading and Drainage Plan
- Signage Plan
- Site Features and Finishes Plan
- Horizontal Control Plan
- Irrigation Plan and Water Use Calculations
- Planting Plan
- Electrical Engineering Plan including:
 - » Proposed electrical service and assistance with coordination with PG&E.
 - » Site lighting plans for the entire site.
 - » Title 24 calculations.
 - » Power to the irrigation controller.
- Construction details

DELIVERABLES

- **Construction Documents 90% Submittal to Include:**
Drawings, Technical Specifications, Bid Items, and Engineer's Estimates

- **Construction Documents 100% Submittal/Bid Set to Include:**
Final Drawings, Technical Specifications, Bid Items, and Engineer's Estimates

TASK 4.11 FINAL TECHNICAL SPECIFICATIONS

Prepare final technical specifications for City review and comments.

TASK 4.12 COST ESTIMATE

The detailed cost estimate will be updated to reflect the refinements achieved during the further development of the design and engineering.

TASK 4.13 QUALITY ASSURANCE/QUALITY CONTROL

The internal Quality Control Manager will thoroughly review the plan set and specifications and recommend any outstanding final coordination items for the design team.

TASK 4.14 SCHEDULE UPDATE

The project schedule will be updated, if needed, and distributed to the City and the design team.

CONSTRUCTION DOCUMENTS (90% & 100% PS&E)

TASK 4.15 100% CONSTRUCTION DOCUMENTS/BID PACKAGE

Considering the final review and any plan check comments from staff, the design team will revise the construction documents and furnish signed reproducible copies of the bid documents (plans, technical specifications, and final estimates) ready for reproduction and binding for bidding. The bid package will include:

- Final Stamped and Signed Plans
- Final Stamped and Signed Technical Specifications (Front End Specifications to be Prepared by City Staff)
- Engineer's Estimate
- Bid Items and Bid Descriptions

04

TASK

BIDDING AND CONSTRUCTION SUPPORT (ALLOWANCE)

TASK

05

DELIVERABLES

- Field Reports, Submittal Reviews, RFI Responses, and Addenda

During the bidding and construction phases of work, the team will provide design support including assisting the City's Construction Project Manager in responding to requests for information (RFI) from the contractors, as well as review of submittals called for in the bid documents. The design team, including landscape architects, electrical, and civil engineers, will also visit the site periodically to review the progress of the work and quality of construction and determine if the construction is proceeding in accordance with the project design intent and construction documents. The design team may also recommend to the City the rejection of any contractor work failing to conform to the contract documents. Key tasks during this phase will include:

TASK 5.1 BIDDING AND CONSTRUCTION SUPPORT

This task would support as-needed assistance for items like pre-bid meeting coordination, issuance of addenda, review of shop drawings, R.F.I.s, and submittals and periodic site visits during construction.

*In the event the hourly allowance is exhausted, the contract for this task will need to be extended for continued support.

PLAYGROUND SAFETY INSPECTIONS

Westwood can provide additional services that are not specifically requested in the RFP but may be desired by City staff at a later date. These include:

OPTIONAL TASK 6.1 PERFORM PLAYGROUND SAFETY INSPECTIONS

Westwood's in-house CPSIs (Certified Playground Safety Inspectors) are trained to perform playground inspections for safety hazards and ensure that they satisfy current national industry standards set by the American Society for Testing and Materials (ASTM) and the Consumer Product Safety Commission (CPSC). Services that may be provided at the City's request are inspection of the playground and issuance of one report.

6

TASK

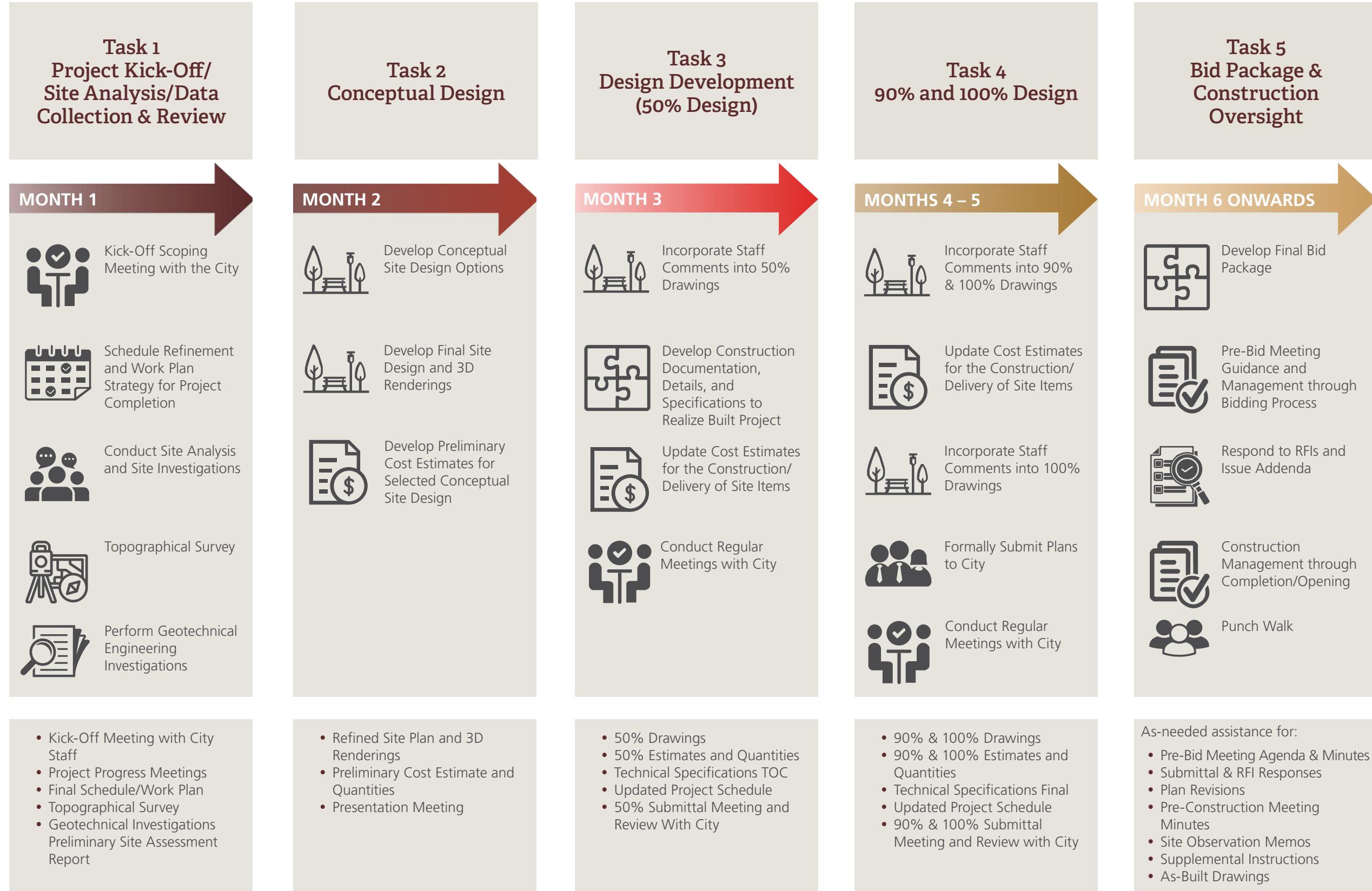


Kat Lewis, PLA, CPSI, one of our Certified Playground Inspectors, is seen here completing a playground audit. We closely evaluate fall zones, safety surfacing, coordination with grading, trip hazards, accessible paths of travel, and risks/hazards in every inspection.

C. Preliminary Schedule and Key Milestones

General Schedule & Key Milestones

The schedule shown below is a preliminary schedule with deliverables based on the project understanding and scope. It may be revised pending specific dates and needs of the City of Madera once the project commences.



E. Fee Proposal

Tasks		Westwood Professional Services																		Reimbursables & Reproduction Costs		Hours		Task Subtotal		Task Total Fee	
		Principal (Chad Kennedy)	Sen. Civil Engineers (Kristen Scheidt)	Engineer-1 (Nick Villalobos)	Engineering Tech (Gilbert Gomez)	Senior Landscape Architect 2 (Samir Khanna)	Senior Landscape Architect 1 (Karen Folsom)	Landscape Architect 3 (Wanyi Song)	Landscape Designer 1 (TBD)	Sen. Electrical Engineer (Doug Mutchler)	Electrical Tech (TBD)	Senior Land Surveyor (Scott Roberts)	Senior Surveyor 2 (TBD)	Surveyor 2 (TBD)	Survey Crew 2-man (prevailing wage) (TBD)	Admin (TBD)	Geotechnical Engineer (Zac Crawford, ENGEO)										
		\$330.00	\$275.00	\$160.00	\$110.00	\$230.00	\$210.00	\$190.00	\$150.00	\$305.00	\$110.00	\$250.00	\$190.00	\$190.00	\$230.00	\$120.00											
TASK/DESCRIPTION																											
TASK 1 - PROJECT KICK-OFF		0	1	1	0	7	0	14	6	3	1	4	2	24	24	6	70					163	\$45,010.00	\$48,940.00			
Task Timeline: Week 1 - Week 3, Duration: 0.75 Months																											
1.1	M	City Kick-Off Meeting						2		2		1									\$500.00	5	\$1,645.00	\$1,720.00			
1.2		Schedule Updates						2														2	\$460.00	\$460.00			
1.3		Topographic Survey & Utilities Research & Mapping						1		2				4	2	24	24	6				63	\$12,790.00	\$12,790.00			
1.4		Geotechnical Investigations																			70	\$25,700.00	\$29,555.00				
1.5		Site Analysis & Review Existing Data	0.5	0.5					6		1	1									9	\$1,772.50	\$1,772.50				
1.6		Preliminary Site Assessment Report	0.5	0.5				2		4	6	1									14	\$2,642.50	\$2,642.50				
TASK 2 - CONCEPTUAL DESIGN		1.5	0.5	0	0	15	2	30	34	5	12	0	0	0	0	0	0	0	0		100	\$18,647.50	\$18,722.50				
Task Timeline: Week 4 - Week 7, Duration: 1 Month																											
2.1		Two Conceptual Designs	1	0.5				4		4	8	2	4								\$500.00	23.5	\$4,897.50	\$4,972.50			
2.2		Conceptual Renderings & 3D's						2		8	8										18	\$3,180.00	\$3,180.00				
2.3		Preliminary Cost Estimates						1	1	2	4	1	2								11	\$1,945.00	\$1,945.00				
2.4	M	Presentation Meeting						2		2											4	\$840.00	\$840.00				
2.5		Final Concept Plan (Refined)	0.5					1	1	4	8	1	2								17.5	\$3,090.00	\$3,090.00				
2.6		Schedule Update						1		2											3	\$530.00	\$530.00				
2.7		Final Submittal						4		10	4	1	4								23	\$4,165.00	\$4,165.00				
TASK 3 - DESIGN DEVELOPMENT/CDS TO 50% COMPLETION		2.5	9	21	20	5	9	26	44	6.5	17	0	0	0	0	0	0	0	0		160	\$27,792.50	\$27,867.50				
Task Timeline: Week 8 - Week 13, Duration: 1.5 Months																											
3.1		Preparation of Design Development Plans	1	2	8	16	2		20	36	3	12									\$500.00	100	\$16,315.00	\$16,390.00			
3.2	M	Design Team Coordination Meeting		2	4		1			1											8	\$1,725.00	\$1,725.00				
3.3		Site Lighting Photometric Study	1								1	2									4	\$855.00	\$855.00				
3.4		Technical Specifications List		1	5				4		0.5	1									11.5	\$2,097.50	\$2,097.50				
3.5		Cost Estimate	0.5	2	4	4		2	8		0.5	2									23	\$3,747.50	\$3,747.50				
3.6		QA/QC		2			2	8			0.5										12.5	\$2,842.50	\$2,842.50				
3.7		Schedule Update					1														1	\$210.00	\$210.00				
TASK 4 - CONSTRUCTION DOCUMENTS (90% & 100% PS&E)		3	20	46	58	27	11	85	34	10.5	30	0	0	0	0	0	0	0	0		328.5	\$57,482.50	\$57,557.50				
Task Timeline: Week 14 - Week 24, Duration: 2.75 Months																											
4.1	M	90% PS&E City Meeting						5		5		1									11	\$2,405.00	\$2,405.00				
4.2	M	90% PS&E Design Team Coordination Meeting		1				2		2		1	1								7	\$1,530.00	\$1,530.00				
4.3		90% PS&E Plan Preparation	1	4	16	32	2		24	16	2	16									113	\$17,800.00	\$17,875.00				
4.4		90% PS&E Draft Technical Specifications		2	6		1		6		1	2									22	\$3,885.00	\$3,885.00				
4.5		90% PS&E Cost Estimate		1	4	4	2		8	8	0.5	1									28.5	\$4,797.50	\$4,797.50				
4.6		90% PS&E QA/QC		1	3		2	6			1										13	\$2,780.00	\$2,780.00				
4.7		90% PS&E Schedule Update					1														1	\$230.00	\$230.00				
4.8	M	100% PS&E City Meeting						1		1											2	\$420.00	\$420.00				
4.9	M	100% PS&E Design Team Coordination Meeting		2	1		1		1		0.5	0.5									6	\$1,337.50	\$1,337.50				
4.10		100% PS&E Plan Preparation	1.5	4	10	18	1		16	8	1.5	4															

EXHIBIT B
INSURANCE REQUIREMENTS FOR CONSULTANTS

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.

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.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST

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

Explanation: _____

 Signature

 (name)

 (address)

 (city state zip)

Y Additional page(s) attached.