REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, October 21, 2026
6:00 p.m.

Council Chambers
City Hall

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at www.zoom.us/wc/84964787009/join. Members of the public may provide comments on agenda items in person, through Zoom, or by phone at (669) 900-6833 using meeting ID: 849 6478 7009 followed by the # key, or by email at citycouncilpubliccomment@madera.gov. To comment by phone, press *9 to raise your hand and *6 to unmute when called upon. Written comments may also be submitted by mail to 205 W. 4th Street, Madera, CA 93637.

A recording of the meeting will be posted on the City's YouTube channel at www.youtube.com/c/cityofmaderatv as soon as practicable following the conclusion of the meeting.

"Wordly" can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: https://attend.wordly.ai/join/FTZJ-3396

"Wordly" puede traducir a más de 25 idiomas diferentes. Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace: https://attend.wordly.ai/join/FTZJ-3396

CALL TO ORDER:

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

INVOCATION: Pastor Daniel Martinez, 4th Street Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. **Proclamation Recognizing the Retirement of Dispatcher Joseph Lopez**
2. **Proclamation Recognizing Breast Cancer Awareness Month**
3. **Proclamation Recognizing Domestic Violence Awareness Month**

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

A. PUBLIC HEARINGS:

A-1 Annexation of the Vineyard Estates Phase III-B Subdivision into Landscape Maintenance District Zone of Benefit 27B for Fiscal Year 2027/28

Recommendation: Adopt Resolution Approving Annexation No. 2026-02 for Annexation of the Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03) into Zone of Benefit 27B, Confirming the Diagram and Assessment for Landscape Maintenance District (LMD) Zone of Benefit 27B for Fiscal Year (FY) 2027/28; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

A-2 Consideration of Ordinance Text Amendment (OTA) 2026-03, Amending Title X, Chapter 3 (Planning and Zoning) of the City of Madera Municipal Code (CMC) and Adding the Housing Element Implementation (HEI) Overlay Zone

Recommendation: Waive Full Reading and Introduce by Title only an Ordinance of the City Council of Madera Determining the Project is Exempt Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and Amending Title X, Chapter 3 (Zoning Regulations) of the City Municipal Code (CMC) and Adding the Housing Element

Implementation (HEI) Overlay Zone (CMC §§ 10-3-9.501 et seq.) (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 – October 7, 2026

Recommendation: Approve the City Council Minutes of October 7, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for September 26 to October 9, 2026 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Appointment to the Block Grant Commission

Recommendation: Adopt a Resolution Appointing David McIntyre to the Block Grant Commission (Report by Michael Lima)

B-5 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2026-04 to Amend the Provisions of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code Pertaining to Exterior Colors in Commercial Zone Districts

Recommendation: Waive Full Reading and Adopt by Title Only an Ordinance of the City Council of the City of Madera Determining the Project is Exempt Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and Amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC) Pertaining to Exterior Colors in Commercial Zone Districts (CMC § 10-3.419). (Report by Will Tackett)

B-6 Amendment No. 1 to Janitorial Services Agreement with CCS Facility Services – Fresno, Inc.

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Agreement for Services with CCS Facility Services – Fresno, Inc., to Increase Janitorial Services at the Frank Bergon Senior Center (FBSC) from Three to Five Days Per Week (Report by Harpiar Gandhi)

B-7 Pacific Gas & Electric (PG&E) Charitable Contribution Donation Program

Recommendation:
1. Adopt a Resolution Accepting Pacific Gas & Electric Company's Charitable Contribution Donation of $5,000 for the Mayor's Christmas Concert; and
2. Adopt a Resolution Amending the Fiscal Year 2026/2027 Operating Budget, Approving Related Line Items for the Revenue and Expenditure Associated with the Mayor's Christmas Concert (Report by Joseph Hebert)

C. WORKSHOP:

C-1 Workshop Regarding Immigration Matters and Existing Practices

Recommendation: Receive an informational report regarding existing City policies, immigration-related practices; and provide direction to staff as appropriate (Report by Arnoldo Rodriguez)

C-2 Discussion Regarding Potential Alcohol Service at the Frank A. Bergon Senior Center

Recommendation: Provide direction to staff regarding whether to further explore allowing alcohol service during rentals of the Frank A. Bergon Senior Center (FBSC) (Report by Joseph Hebert)

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

D-1 Parkwood Maintenance District No. 19 A & B Water System Consolidation Agreement

Recommendation: Adopt a Resolution Approving Consolidation Agreement: Maintenance District No. 19 A & B – Parkwood (Agreement) Between the City and County for the Water System (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

E-1 Caltrans Highway Capital Preventive Maintenance (CAPM) Project 06-0Y180 on State Route 145 (Project) Construction Update

Recommendation: This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider the information and direction at its discretion (Report by Keith Helmuth)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

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

Title: City Attorney

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

Agency Designated Representative: Mayor Gallegos and Mayor Pro Tem Zacharia

Title: City Attorney

FUTURE MEETING DATES:

- Wednesday, November 18, 2026
- Wednesday, December 2, 2026

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.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for October 21, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 5:30 p.m. on October 15, 2026.

Alicia Gonzales, City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: A-1

SUBJECT:

Annexation of the Vineyard Estates Phase III-B Subdivision into Landscape Maintenance District Zone of Benefit 27B for Fiscal Year 2027/28

RECOMMENDATION:

Adopt Resolution Approving Annexation No. 2026-02 for Annexation of the Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03) into Zone of Benefit 27B, Confirming the Diagram and Assessment for Landscape Maintenance District (LMD) Zone of Benefit 27B for Fiscal Year (FY) 2027/28; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

SUMMARY:

This public hearing is for the purpose of annexing the Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03) into the City's LMD. The subject property is set forth in the attached resolution for Annexation No. 2026-02 for annexation into Zone of Benefit 27B.

On December 8, 2020, the City's Planning Commission approved Tentative Subdivision Map (TSM) No. 2020-04 for the Vineyard Estates Phase III-B Subdivision (Project). On September 2, 2026, City Council (Council) approved a resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972 for the annexation of the Project into LMD Zone of Benefit 27B, to review the improvements and assessments for FY 2027/28 and set a public hearing. That hearing was set for October 21, 2026. The proposed resolution relates to the annexation of the Project into LMD Zone of Benefit 27B.

Attachment 1 illustrates a Project Location Map.

DISCUSSION:

In June of 1991, the City formed the LMD which allowed for individual LMD's to be formed for the purposes of levying assessments against new development for the maintenance of landscaped areas including median islands, certain park strips, frontage road median islands and certain landscaped outlots. Ultimately, the creation of LMD's lead to a greater ability to provide projects that meet the City's goals of more attractive development. In recent years, the City has taken efforts to halt or slow the growth of zones through annexation of new developments into existing zones where such annexation was logical.

The Final Map for the Project was approved by the Council at the regular meeting of the Council on September 2, 2026. At the same meeting, Council approved a resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972 for the annexation of the Project into LMD Zone of Benefit 27B, to review the improvements and assessments for FY 2027/28, and set a public hearing. That hearing was set for October 21, 2026. Annexation of the Project into LMD Zone of Benefit 27B is one component of the project that must be approved prior to recordation of the Final Map.

LMD Zone 27B is responsible for maintenance of landscaped areas citywide, it does not have a typical boundary similar to other zones as it incorporates landscaped areas throughout the City.

Annexation of this subdivision into Zone of Benefit 27B represents one of multiple items that must be completed prior to recordation of the Final Map and Improvement Agreement. Those items include:

- Annexation of the Project into LMD Zone of Benefit 27B shall be completed. This being the second meeting of two required to complete the process.
- Annexation of the Project into the City's Community Facilities District (CFD) shall be completed through a separate action to be presented to the Council.
- All taxes will be paid.
- Bonds and insurance requirements will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Improvement Agreement.
- Plan Check & Inspection Fee will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, DMP Development Corporation, Inc., has signed a Landowner's Consent for annexation into Zone of Benefit 27B of LMD. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

The resolution includes acceptance of the signed and notarized covenant for the Project.

FINANCIAL IMPACT:

Parcels within the subdivision will be responsible for participating in the cost of maintaining existing and proposed landscaping within LMD Zone of Benefit 27B. As such, there are no financial impacts on the General Fund, so long as assessments are adjusted promptly.

For the addition of property to Zone of Benefit 27B, the annual assessment amount on the parcels subject to this action will be in an amount not to exceed $48.89 per parcel. A full listing of all 49 parcels and their assessment amounts can be found in Exhibit "C" of Attachment 2.

ALTERNATIVES:

Not adopt the resolution approving annexation. If Council does not approve annexation of parcels into the existing LMD zone, it would result in the inability to record the Final Map and for the Subdivider to complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

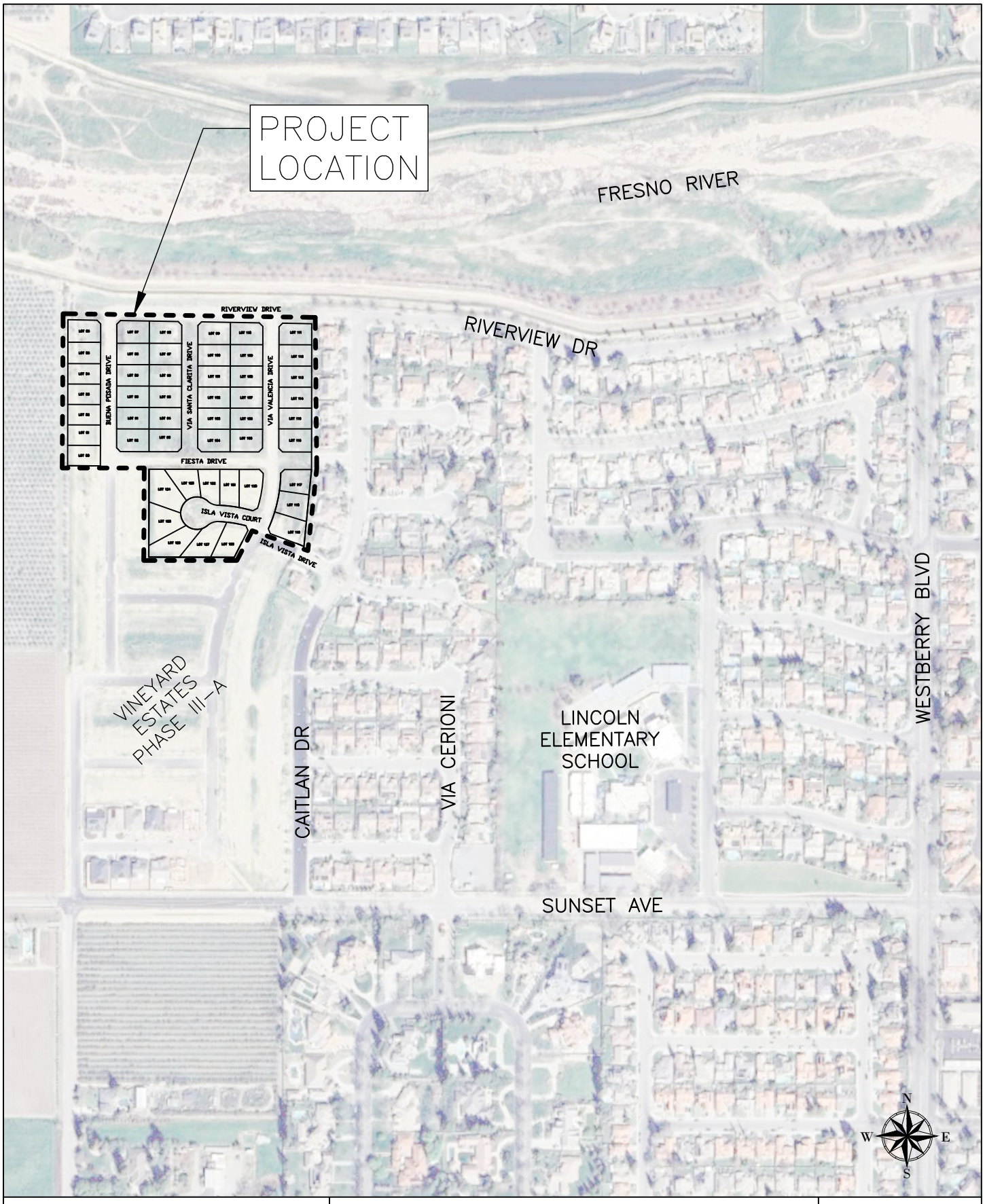
ATTACHMENTS:

1. Project Location Map
2. Zone Location Map
3. Resolution – Approving Annexation, Confirmation of the Diagram, and Assessments for Zone of Benefit 27B
    - Exhibit A – Legal Description
    - Exhibit B – Assessment Diagram
    - Exhibit C – Assessment Amounts
    - Exhibit D – Covenant
        - Exhibit A – General Depiction of the Subject Property

Attachment 1

Project Location Map

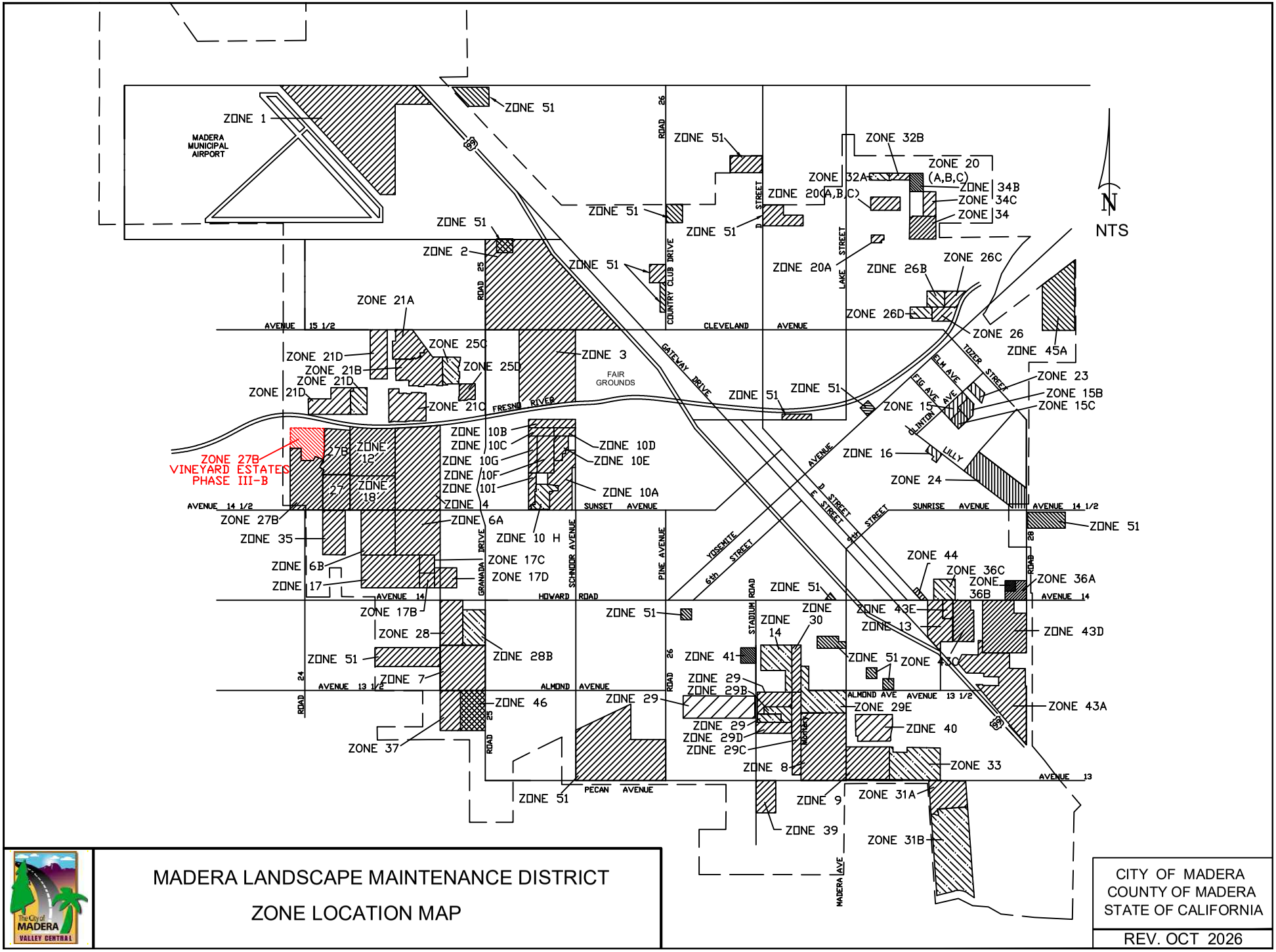
LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE** **MADERA, CA 93638**	VINEYARD ESTATES III-B TRACT 21-S-03	DR BY: **RR** CH BY: DATE: **7/21/26** SCALE: **NTS** SHT **1** OF **1**

Attachment 2

Zone Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. OCT 2026

Attachment 3

Resolution
Approving Annexation, Confirmation of the Diagram, and Assessments for Zone of Benefit 27B

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2026-02 FOR ANNEXATION OF VINEYARD ESTATES PHASE III-B SUBDIVISION (TRACT NO. 21-S-03) INTO ZONE OF BENEFIT 27B; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 27B FOR FISCAL YEAR (FY) 2027/28; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the assessments for FY 2027/28 will reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, the owner of property proposed to be annexed to Zone of Benefit 27B as described in **Exhibit "A"** and diagramed in **Exhibit "B**" attached hereto and incorporated herein by reference, has consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both; and

WHEREAS, the assessment amounts are set forth in **Exhibit "C**"; and

WHEREAS, the Resolution of Intention set the public hearing on the annual assessments for October 21, 2026, at 6:00 p.m. in the City Council Chambers of the City of Madera; and

WHEREAS, on October 21, 2026, 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, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment up to, but not above, the amount outlined in the original Landscape Maintenance District Covenant, or most recent Proposition 218 vote, whichever is more recent.

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. That the public interest and convenience require that certain property described in Exhibit “A” and as diagrammed in Exhibit “B,” both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 27B for the maintenance and servicing of landscaping facilities.

3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2027/28 for the same, as identified in Exhibits “A,” “B” and “C,” which are all attached to this resolution.

4. The City Council accepts the Covenant for Landscape Maintenance District Zone of Benefit 27B attached to this resolution as Exhibit “D” and incorporated by reference.

5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

6. The City Engineer and City Clerk are collectively authorized to make clerical corrections to this resolution and related documents.

7. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

Exhibit A

Legal Description

For APN/Parcel ID(s): 006-613-001-000

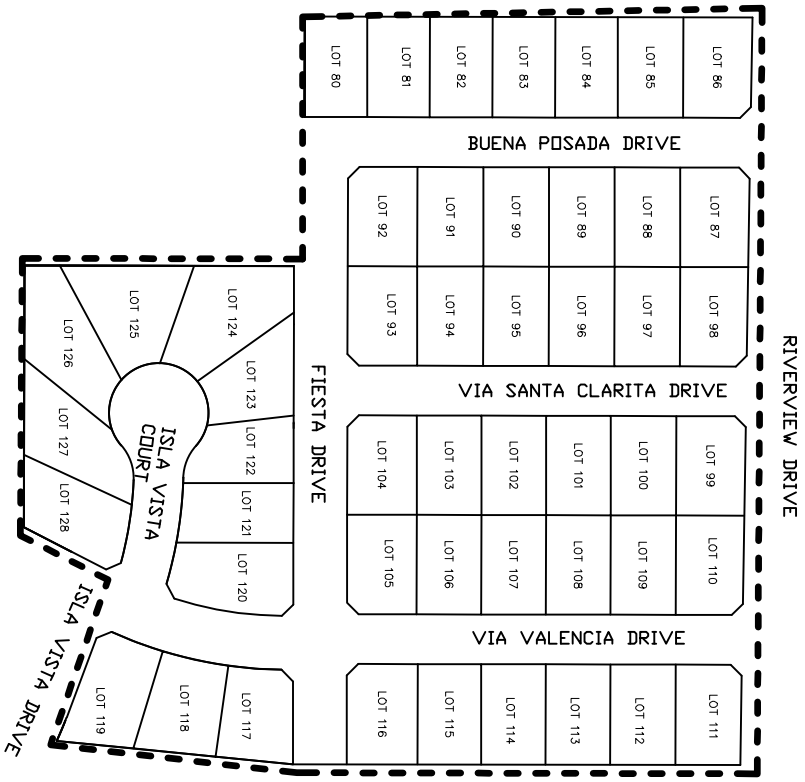
The land described herein is situated in the State of California, County of Madera, City of Madera, described as follows:

The Designated Remainder of Subdivision No. 21-S-02, Vineyard Estates Phase III-A, according to the Map thereof filed for record June 22, 2023 in Book 68 at Pages 129, 130, 131 and 132, Madera County Records.

Excepting therefrom an undivided 1/2 interest in all oil, gas and minerals as reserved in deed from The Ohio National Life Insurance Co., a Corporation dated February 14, 1941 and recorded April 14, 1941 in Book 284 of Official records, Page 171, Madera County Records.

Exhibit B

Assessment Diagram



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL NUMBER

ASSESSMENT DIAGRAM
INCLUSION OF VINEYARD ESTATES PHASE III-B SUBDIVISION
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

VINEYARD ESTATES
PHASE III-B
SUBDIVISION

REV. OCT 2026

Exhibit C

Assessment Amounts (Sheet 1 of 3)

Lot	Owner	Assessment Amount (FY 2027/2028)
1	DMP Development Corporation, Inc., a California Corporation	$ 48.89
2	DMP Development Corporation, Inc., a California Corporation	$ 48.89
3	DMP Development Corporation, Inc., a California Corporation	$ 48.89
4	DMP Development Corporation, Inc., a California Corporation	$ 48.89
5	DMP Development Corporation, Inc., a California Corporation	$ 48.89
6	DMP Development Corporation, Inc., a California Corporation	$ 48.89
7	DMP Development Corporation, Inc., a California Corporation	$ 48.89
8	DMP Development Corporation, Inc., a California Corporation	$ 48.89
9	DMP Development Corporation, Inc., a California Corporation	$ 48.89
10	DMP Development Corporation, Inc., a California Corporation	$ 48.89
11	DMP Development Corporation, Inc., a California Corporation	$ 48.89
12	DMP Development Corporation, Inc., a California Corporation	$ 48.89
13	DMP Development Corporation, Inc., a California Corporation	$ 48.89
14	DMP Development Corporation, Inc., a California Corporation	$ 48.89
15	DMP Development Corporation, Inc., a California Corporation	$ 48.89
16	DMP Development Corporation, Inc., a California Corporation	$ 48.89
17	DMP Development Corporation, Inc., a California Corporation	$ 48.89
18	DMP Development Corporation, Inc., a California Corporation	$ 48.89
19	DMP Development Corporation, Inc., a California Corporation	$ 48.89
20	DMP Development Corporation, Inc., a California Corporation	$ 48.89
21	DMP Development Corporation, Inc., a California Corporation	$ 48.89
22	DMP Development Corporation, Inc., a California Corporation	$ 48.89

Exhibit C

Assessment Amounts (Sheet 2 of 3)

Lot	Owner	Assessment Amount (FY 2027/2028)
23	DMP Development Corporation, Inc., a California Corporation	$ 48.89
24	DMP Development Corporation, Inc., a California Corporation	$ 48.89
25	DMP Development Corporation, Inc., a California Corporation	$ 48.89
26	DMP Development Corporation, Inc., a California Corporation	$ 48.89
27	DMP Development Corporation, Inc., a California Corporation	$ 48.89
28	DMP Development Corporation, Inc., a California Corporation	$ 48.89
29	DMP Development Corporation, Inc., a California Corporation	$ 48.89
30	DMP Development Corporation, Inc., a California Corporation	$ 48.89
31	DMP Development Corporation, Inc., a California Corporation	$ 48.89
32	DMP Development Corporation, Inc., a California Corporation	$ 48.89
33	DMP Development Corporation, Inc., a California Corporation	$ 48.89
34	DMP Development Corporation, Inc., a California Corporation	$ 48.89
35	DMP Development Corporation, Inc., a California Corporation	$ 48.89
36	DMP Development Corporation, Inc., a California Corporation	$ 48.89
37	DMP Development Corporation, Inc., a California Corporation	$ 48.89
38	DMP Development Corporation, Inc., a California Corporation	$ 48.89
39	DMP Development Corporation, Inc., a California Corporation	$ 48.89
40	DMP Development Corporation, Inc., a California Corporation	$ 48.89
41	DMP Development Corporation, Inc., a California Corporation	$ 48.89
42	DMP Development Corporation, Inc., a California Corporation	$ 48.89
43	DMP Development Corporation, Inc., a California Corporation	$ 48.89
44	DMP Development Corporation, Inc., a California Corporation	$ 48.89

Exhibit C

Assessment Amounts (Sheet 3 of 3)

Lot	Owner	Assessment Amount (FY 2027/2028)
45	DMP Development Corporation, Inc., a California Corporation	$ 48.89
46	DMP Development Corporation, Inc., a California Corporation	$ 48.89
47	DMP Development Corporation, Inc., a California Corporation	$ 48.89
48	DMP Development Corporation, Inc., a California Corporation	$ 48.89
49	DMP Development Corporation, Inc., a California Corporation	$ 48.89

Exhibit D

Covenant
LMD Zone 27B

WHEN RECORDED MAIL TO:

City Clerk
City of Madera
205 W. Fourth Street
Madera, CA 93638

NO FEE - Government Code 6103 & 27383

APN: 006-613-001-000
TRACT NO. 21-S-03

COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO. 21-S-03 "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 27B"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and DMP Development Corporation, Inc., a California Corporation ("Covenantor") located at 2001 Howard Road, Suite 211, Madera, CA, 93637, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as "the Subject Property," which is generally depicted on Exhibit "A" and more particularly described as:

The land described herein is situated in the State of California, County of Madera, City of Madera, described as follows:

The Designated Remainder of Subdivision No. 21-S-02, Vineyard Estates Phase III-A, according to the Map thereof filed for record June 22, 2023 in Book 68 at Pages 129, 130, 131 and 132, Madera County Records.

Excepting therefrom an undivided 1/2 interest in all oil, gas and minerals as reserved in deed from The Ohio National Life Insurance Co., a Corporation dated February 14, 1941 and recorded April 14, 1941 in Book 284 of Official records, Page 171, Madera County Records.

B. A condition of approval of Tentative Subdivision Map (TSM) 2020-04 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting District #27B ("LLMD No. 27B") to levy and collect assessments to cover the cost of maintaining all landscaping and irrigation systems within the LLMD No. 27B public right-of-way. The Covenantor is also required to disclose to all potential lot buyers that the Tract has been annexed into LLMD No. 27B. Said condition is set forth in Resolution No. 1937 as Condition No. 54 and 55 (hereafter "LLMD Conditions").

C. The Covenantor and the City desire to enter into this covenant ("Covenant") providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property portion of Tentative Tract Map 2020-04.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Final Map of Tract 21-S-03, Covenantor will annex the property to LLMD No. 27B to be levied and assessments collected to cover the cost of maintaining landscaping and irrigation systems.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 27B.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

4. The Covenantor consents to an annual assessment on the Subject Property(ies) as set by the City. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this Covenant and that the assessment may later be reset to an amount as authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 27B may be consolidated with another Landscape Maintenance District, and Covenantor agrees to such annexation and waives any objections to the same.

6. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

7. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 27B, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

8. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

9. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

10. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Madera.

11. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

By: _____
Keith B. Helmuth, P.E.
City Engineer

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

Covenantor:

DMP DEVELOPMENT CORPORATION, INC.
A California Corporation

By: _____
Michael Pistoresi
President

(*Covenantor Signature Requires Notary Acknowledgement*)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature: _____

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ **INDIVIDUAL**
- ☐ **CORPORATE OFFICER**

_____
TITLE(S)

- ☐ **PARTNER(S)** ☐ **LIMITED** ☐ **GENERAL**
- ☐ **ATTORNEY-IN-FACT**
- ☐ **TRUSTEE(S)**
- ☐ **GUARDIAN/CONSERVATOR**
- ☐ **OTHER**_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

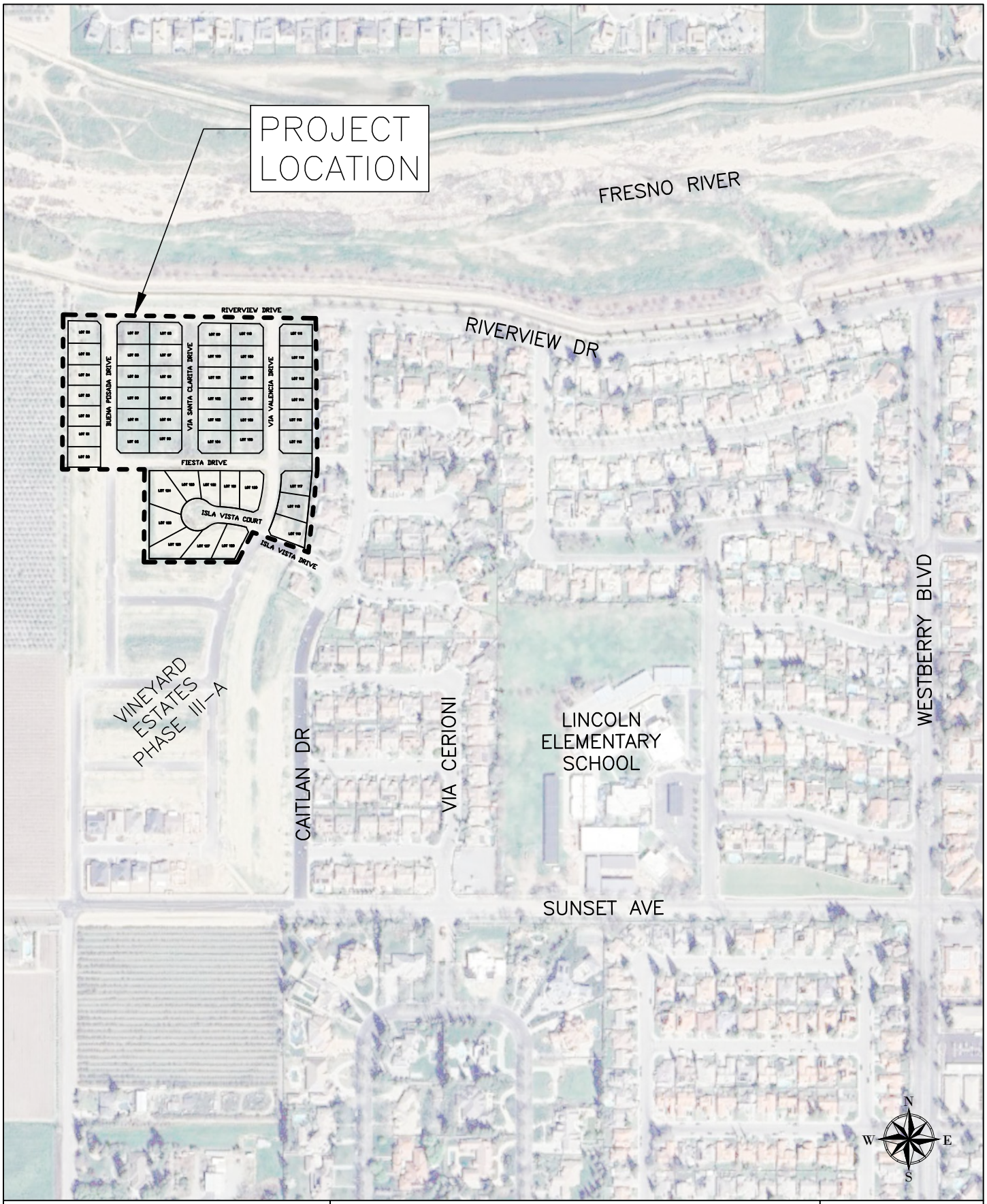
_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Exhibit A
General Depiction of the Subject Property

GENERAL DEPICTION OF SUBJECT PROPERTY



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE** **MADERA, CA 93638**	VINEYARD ESTATES III-B TRACT 21-S-03	DR BY: **RR** CH BY: ____ DATE: **7/21/26** SCALE: **NTS** SHT **1** OF **1**

RETURN TO AGENDA

REPORT TO THE CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: A-2

SUBJECT:

Consideration of Ordinance Text Amendment (OTA) 2026-03, Amending Title X, Chapter 3 (Planning and Zoning) of the City of Madera Municipal Code (CMC) and Adding the Housing Element Implementation (HEI) Overlay Zone

RECOMMENDATION:

The Planning Commission and staff recommend the City Council conduct a public hearing and act as follows:

1. Waive full reading and introduce by title only an Ordinance of the City Council of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Title X, Chapter 3 (Zoning Regulations) of the City Municipal Code (CMC) and adding the Housing Element Implementation (HEI) Overlay Zone (CMC §§ 10-3-9.501 et seq.)

SUMMARY:

The Housing Element is one of eight mandatory elements of a General Plan and is required by California law to be updated every eight years. On February 4, 2026, the City Council adopted Resolution No. 26-02 approving General Plan Amendment (GPA) No. 2026-01 for the City's 2024–2032 6th Cycle Housing Element.

The Housing Element identifies sites, policies, and programs intended to facilitate housing production across income levels and provide adequate sites to meet the City's Regional Housing Needs Allocation (RHNA) during the 2024–2032 planning period. On June 17, 2026, the City Council adopted Ordinance No. 1022 C.S. rezoning parcels identified in Appendix A (Sites Inventory Map) and Appendix B (RHNA Sites Inventory) of the Housing Element.

Program A-1 of the adopted Housing Element calls for the City to expand affordable and multifamily housing opportunities, including allowing qualifying residential uses "by-right" on designated sites where at least 20 percent of the units are affordable to lower-income households, consistent with Government Code Section 65583.2(h).

OTA 2026-03 proposes to add an HEI Overlay Zone to Title X, Chapter 3 (Zoning Regulations) of the CMC. The proposed text adds Sections 10-3-9.501 (Purpose), 10-3-9.502 (Area of Applicability), and 10-3-9.503 (Development Requirements). The overlay would apply to four specifically identified reused sites and to all parcels listed in Table 104 of the adopted Housing Element that have very low-income and/or low-income unit allocations and which were rezoned to the R-3 (Residential, one unit for each 871 square feet of site area) zone district with the adoption of City Council Ordinance No. 1022 C.S.

Within the overlay, sites may only be developed with a residential use, all development must comply with applicable objective development standards, and development must be approved by right if at least 20 percent of proposed units are affordable to lower-income households. Development must also meet Government Code Sections 65583.2(c) and 65583.2(h), as applicable, and as required by the adopted Housing Element.

CMC Sections 10-3.1501 et seq. establish procedures for amendments to the City's Zoning Regulations. OTA 2026-03 was initiated by the Director. OTA 2026-03 was referred to the Planning Commission for public hearing on October 13, 2026. Following the public hearing, the Commission adopted Resolution No. 2063 (Attachment 3) recommending the City Council approve OTA 2026-03.

BACKGROUND & ANALYSIS:

OTA 2026-03 would establish an HEI Overlay Zone in the City's Zoning Regulations to implement Program A-1 of the adopted 6th Cycle Housing Element and consistent with Government Code Sections 65583.2(c) and 65583.2(h), as applicable. The proposed text is organized into three sections and defines the overlay's Purpose (CMC § 10-3-9.501), Area of Applicability (CMC § 10-3-9.502), and Development Requirements (CMC § 10-3-9.503).

Purpose and Applicability

Proposed CMC Section 10-3-9.501 states that the HEI Overlay Zone implements Program A-1 of the City's adopted 6th Cycle Housing Element which calls for the City to expand affordable and multifamily housing opportunities, including allowing qualifying residential uses "by-right" on designated sites where at least 20 percent of the units are affordable to lower-income households, consistent with Government Code Section 65583.2(h).

Proposed CMC Section 10-3-9.502 identifies two categories of properties subject to the overlay:

- Reused Sites. (APNs 012-253-001, 012-270-002, 006-360-012, and 009-600-005).

The City's adopted Housing Element and associated RHNA site inventory identify two nonvacant sites and two vacant sites included in the planning periods for the prior two Housing Elements. The proposed ordinance is applicable to these reused sites in accordance with Government Code Section 65583.2(c), which provides reused sites may not be deemed adequate to accommodate the current planning period's lower-income housing need unless the statutory zoning and by-right conditions are satisfied.

- Rezoned Sites for Lower Income Categories.
  These rezoned sites are those sites listed in Table 104, RHNA Sites Inventory, of the adopted 6th Cycle Housing Element that meet both criteria: (1) a new zoning classification of R-3 (Residential, one unit for each 871 square feet of site area) zone district with the adoption of City Council Ordinance No. 1022 C.S.; and (2) very low-income and/or low-income unit allocations. Government Code Section 65583.2(h) establishes by-right multifamily housing, affordability, density, and residential-use requirements for these rezoned sites.

Development Requirements

Proposed CMC Section 10-3-9.503(A) establishes four requirements for all properties located within the HEI Overlay Zone:

(1) Sites in the HEI Overlay Zone may only be developed with a residential use.

(2) Development of any site within the HEI Overlay Zone must comply with all applicable objective development standards.

(3) Development of any site within the HEI Overlay Zone must be approved by right if at least 20 percent of the units proposed are affordable to lower-income households.

(4) Development must meet Government Code Sections 65583.2(c) and 65583.2(h), as applicable, and as required by the adopted 6th Cycle Housing Element.

The proposed overlay does not replace the underlying zone district, nor does it provide a separate set of density, setback, height, parking, design, or development standards. The affordability housing standards and provisions of CMC § 10-3-5.100 et seq. are unaffected and remain as applicable.

Consistency with the General Plan and Housing Element

The proposed amendment is intended to implement Program A-1 of the City's adopted 2024–2032 6th Cycle Housing Element. Program A-1 calls for expanding affordable and multifamily housing opportunities and for by-right approval of qualifying residential projects with at least 20 percent lower-income units on applicable sites, consistent with Government Code Section 65583.2(h). The proposed HEI Overlay Zone supplies a local zoning mechanism for implementing Program A-1.

ENVIRONMENTAL REVIEW:

The California Environmental Quality Act (CEQA) Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq.) specify that a "project" consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1).

In accordance with the provisions of the CEQA, a preliminary environmental assessment determined the project to be exempt pursuant to Section 15061(b)(3) (Common Sense Exemption) of the California Environmental Quality Act (CEQA) Guidelines as the project does not authorize any particular activity and it can be shown with certainty that the project has no potential to result in a direct or reasonably foreseeable indirect effect on the environment.

To the extent future actions may be considered reasonably foreseeable, "by-right" has a specific statutory meaning. Under § 65583.2(i), the City generally may not require a conditional use permit, planned unit development permit, or other discretionary local-government approval that would constitute a "project" under CEQA for the qualifying owner-occupied or multifamily residential use. The statute allows ministerial design review that does not constitute a CEQA project. Subdivisions remain subject to applicable laws.

ALTERNATIVES

As an alternative, the Council may elect to:

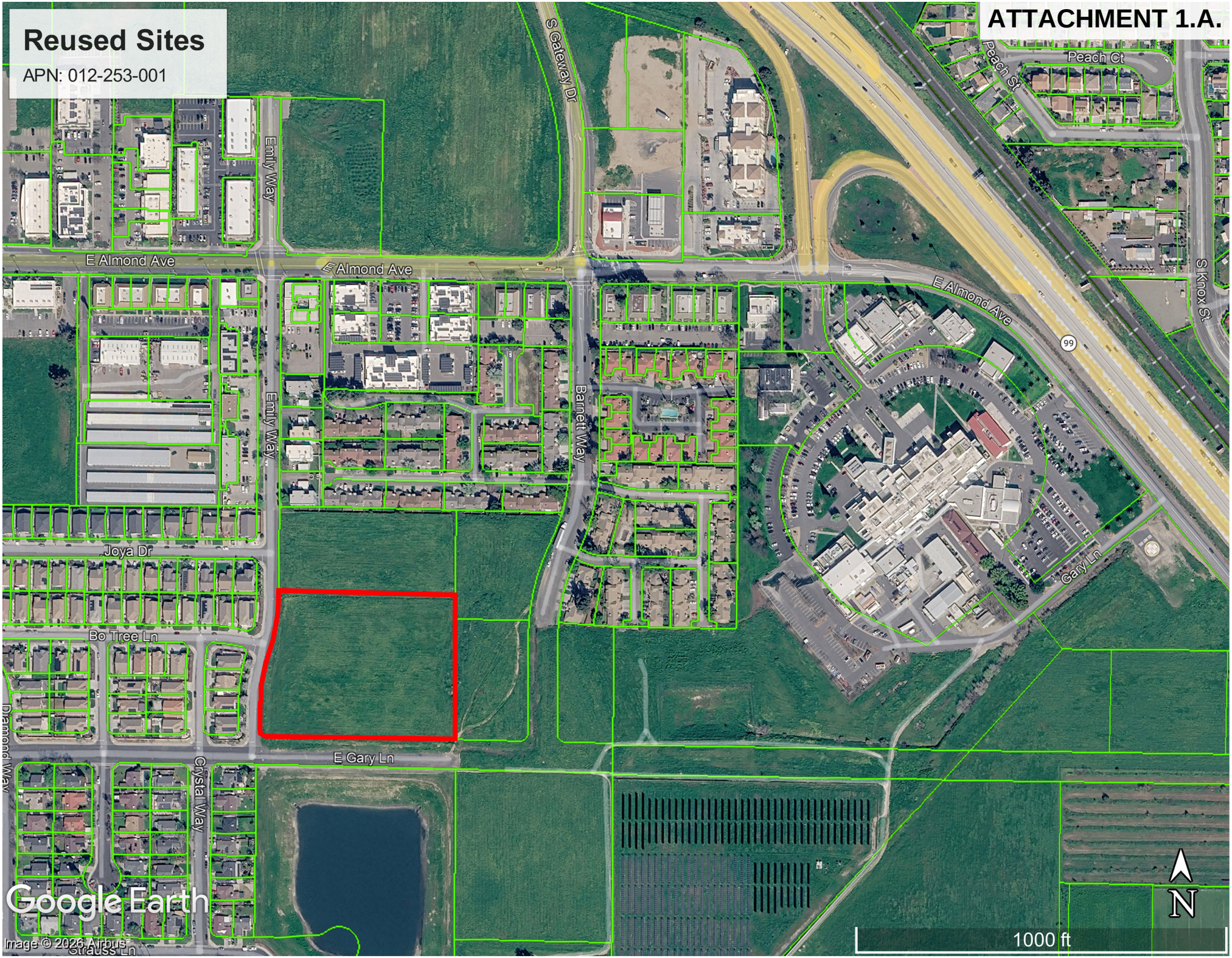
1. Move to adopt, revise or deny the amendment, or any part thereof, in such form as the Council may deem to be advisable.
2. Move to refer the item back to staff and/or continue the public hearing to a future City Council meeting at a date and time certain with direction to staff to return with an updated staff report and/or Ordinance (Council to specify and articulate reasons for referral/continuance).
3. Provide staff with other alternative directives.

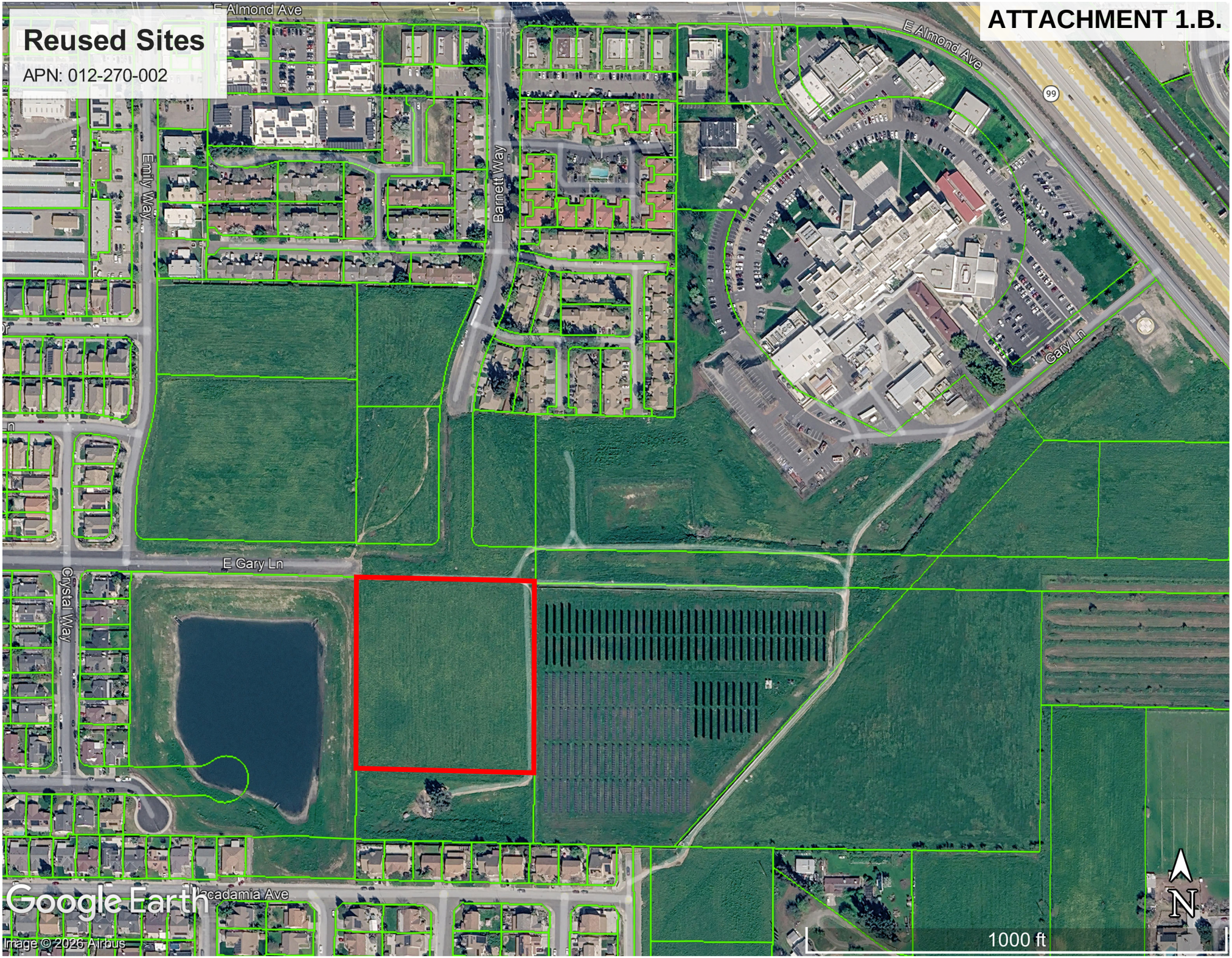
ATTACHMENTS:

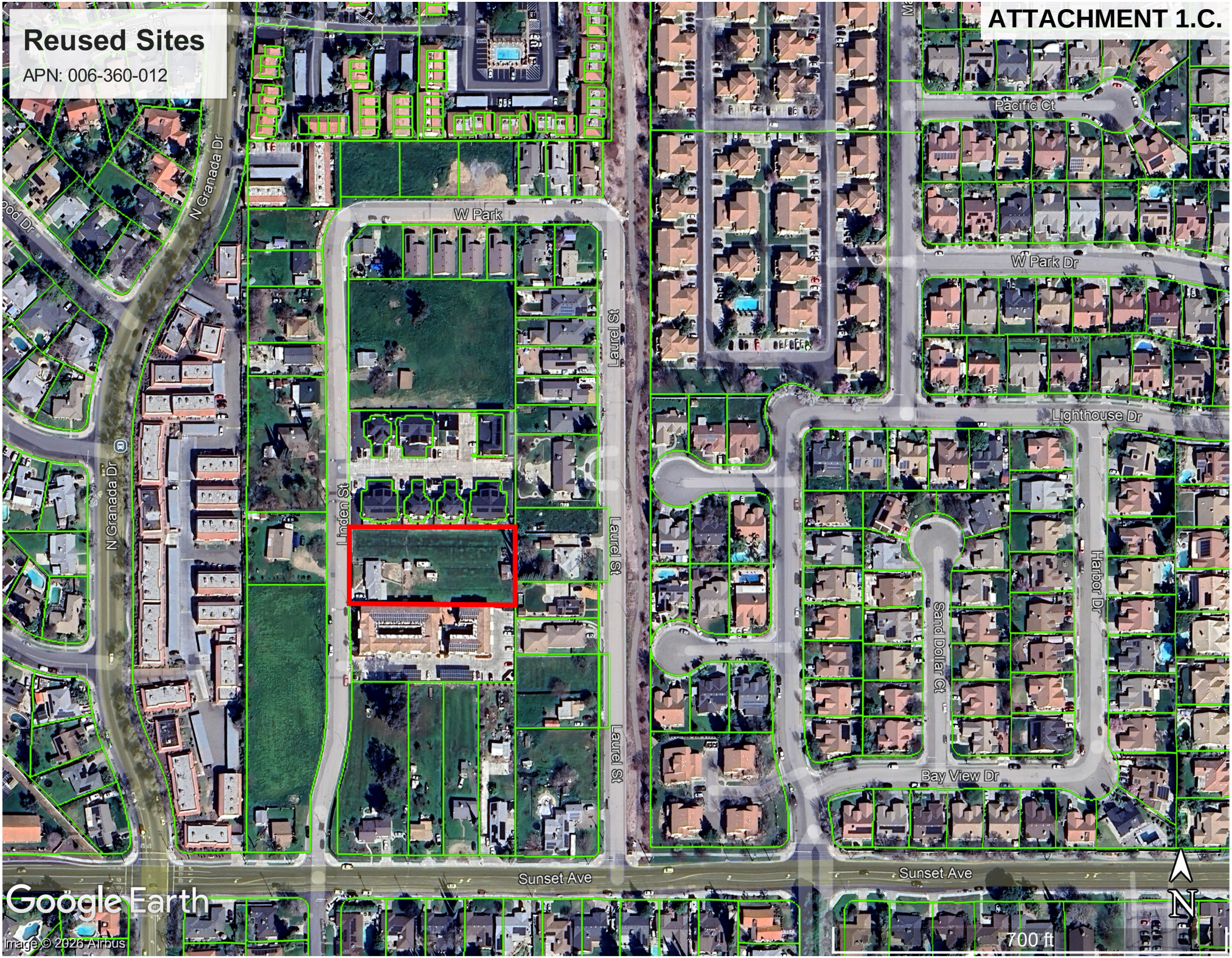
1. Reused Sites
2. City Council Ordinance No. 1022 C.S. (Rezoned Sites)
3. Planning Commission Resolution 2063 (Recommendation)
4. City Council Ordinance

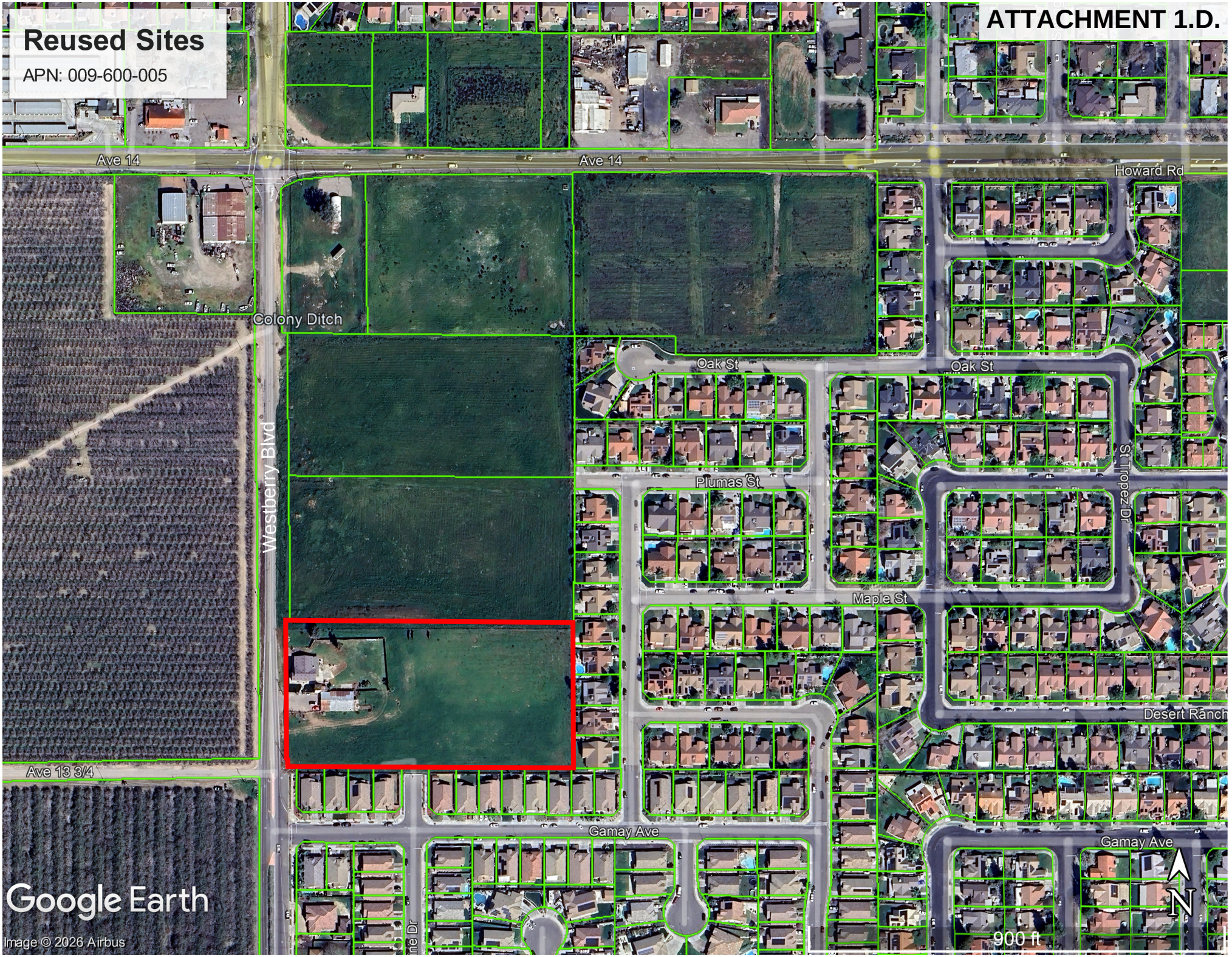
ATTACHMENT 1

Reused Sites


Reused Sites
APN: 012-253-001
ATTACHMENT 1.A.
S Gateway Dr
Peach St
Peach Ct
S Knox St
Emily Way
E Almond Ave
E Almond Ave
E Almond Ave
99
Barnett Way
Emily Way
Joya Dr
Gary Ln
Bo Tree Ln
Diamond Way
E Gary Ln
Crystal Way
Strauss Ln
Google Earth
Image © 2026 Airbus
N
1000 ft


Reused Sites
APN: 012-270-002
ATTACHMENT 1.B.
E Almond Ave
E Almond Ave
99
Emily Way
Barnett Way
Gary Ln
E Gary Ln
Crystal Way
Macadamia Ave
Google Earth
Image © 2026 Airbus
1000 ft
N


Reused Sites
APN: 006-360-012
ATTACHMENT 1.C.
W Park
N Granada Dr
Laurel St
Linden St
Pacific Ct
W Park Dr
Lighthouse Dr
Harbor Dr
Sand Dollar Ct
Bay View Dr
Sunset Ave
Google Earth
Image © 2026 Airbus
700 ft
N


Reused Sites
APN: 009-600-005
ATTACHMENT 1.D.
Ave 14
Ave 14
Howard Rd
Colony Ditch
Westberry Blvd
Oak St
Oak St
Plumas St
St Tropez Dr
Maple St
Desert Ranch
Ave 13 3/4
Gamay Ave
Gamay Ave
Google Earth
Image © 2026 Airbus
900 ft
N

ATTACHMENT 2

City Council Ordinance No. 1022 C.S.

(Rezoned Sites)

ORDINANCE NO. 1022 C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZONE (REZ) 2026-01 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE THREE AREAS OF THE CITY TO THE R-3 (RESIDENTIAL, ONE UNIT FOR EACH 871 SQUARE FEET OF SITE AREA) ZONE DISTRICT AS DESCRIBED IN THE CITY OF MADERA'S 2024-2032 6TH CYCLE HOUSING ELEMENT

WHEREAS, the General Plan Housing Element serves as the State-mandated housing plan for a local jurisdiction and must identify adequate sites, policies, and programs to facilitate housing production across all income levels; and

WHEREAS, the California Government Code § 65588 establishes a revision cycle requiring a housing element to be updated every eight years; and

WHEREAS, the City of Madera 6th Cycle Housing Element (Housing Element), adopted on February 2, 2026 (City Council Resolution 26-02), includes goals, policies and programs which aim to encourage the development of a variety of housing opportunities and provide adequate sites to meet the Regional Housing Needs Allocation (RHNA) during the planning period (2024-2032); and

WHEREAS, the Housing Element includes Program A-1, which states the City will rezone three areas of the City (Rezone Areas) to provide adequate zoning capacity and development opportunities to address Affirmatively Furthering Fair Housing (AFFH) goals and improve access for a diverse array of housing opportunities for all residents of Madera, including protected class and across all income levels, to fully accommodate its RHNA and housing need; and.

WHEREAS, the Rezone Areas are identified within the comprehensive inventory of vacant and non-vacant opportunity sites intended to accommodate the City's RHNA as illustrated in the Appendix A: Sites Inventory Map and the Appendix B: RHNA Sites Inventory to the Housing Element; and

WHEREAS, Rezone (REZ) No. 2026-01 proposes to amend the Official Zoning Map to rezone the Rezone Areas to R-3 (Residential, one unit for each 871 square feet of site area) zone district pursuant to Program A-1 of the Housing Element; and

WHEREAS, a preliminary environmental assessment was performed, and the Project was found to be exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 21080.085 of the California Public Resources Code; and

WHEREAS, pursuant the California Government Code, the Planning Commission (Commission) has made a recommendation on the proposed adoption or amendment of a general plan and sent its recommendation (Resolution) to the legislative body; and

WHEREAS, pursuant to City Municipal Code, a public hearing (for General Plan and Zoning Map amendments) shall be held before the City Council of the City of Madera (Council) and after the conclusion of the public hearing, the Council is authorized to approve, alter, or deny the amendment or any part thereof; and

WHEREAS, the City provided notice of the Council hearing as required by law for the hearing of May 20, 2026; and

WHEREAS, the Council received and independently reviewed GPA 2026-03 at the duly noticed meeting on May 20, 2026; and

WHEREAS, at the May 20, 2026 public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Resolution determining the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 21080.085 of the California Public Resources Code and approving General Plan Amendment (GPA) 2026-03 to increase densities to facilitate and implement the programs, scheduled actions, and zone changes as described in the City of Madera's adopted 2024-2032 6th Cycle Housing Element Update.

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

SECTION 2. CEQA Determination. This project has been previously assessed. On May 20, 2026, the Council adopted a Resolution of the City Council of the City of Madera adopted a Resolution of the City Council of the City of Madera determining General Plan Amendment (GPA) 2026-03 and Rezone (REZ) 2026-01 (collectively, the Project) is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 21080.085 of the California Public Resources Code and approving General Plan Amendment (GPA) 2026-03, amending the General Plan Land Use Map, to change the land use designations for three areas of the City to the High Density Residential designation for purposes of facilitating approval of Rezone (REZ) 2026-01 to provide adequate zoning capacity to meet the City RHNA and as described in the City of Madera's 2024-2032 6th Cycle Housing Element

a. No substantial changes are proposed in the project which will require major revisions of the previous assessment leading to the determination of exemption due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified potential significant effects. In this case, the City Council determined the project is exempt almost immediately prior to the adoption of this Ordinance. REZ 2026-01 is consistent with the same density, intensity, and use, and

is exactly as contemplated by the collective Project. REZ 2026-01 is exactly consistent with the determination of exemption pursuant to Section 21080.085 of the California Public Resources Code and is specifically contemplated by it. CEQA does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code.

b. No substantial changes have occurred with respect to the circumstances under which the project is being undertaken, which will require major revisions of the previous environmental assessment due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, REZ 2026-01 is exactly consistent with the determination of exemption pursuant to Section 21080.085 of the California Public Resources Code and is specifically contemplated by it. CEQA does not apply to a rezoning that implements the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code.

Additionally, approval of REZ 2026-01 is contingent upon the approval of the General Plan Amendment (GPA) 2026-03 approved by the City Council as part of the determination of exemption. The Rezone Areas will be zoned and will be used for high density residential uses as originally contemplated and there are no new substantial changes in the physical environment that were not anticipated in the previous assessment, including its analysis in light of the rezone contemplated.

c. There is no new information, which was not known and could not have been known at the time of the previous determination that the project is exempt from the provision of CEQA pursuant to Section 21080.085 of the California Public Resources Code was made and therefore, REZ 2022-09 was specifically contemplated by the determination of exemption. Furthermore, since there are no significant effects associated with the Project, the considerations set forth in CEQA Guidelines § 15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable.

Based upon these findings, the City Council determines that this project has already been environmentally assessed, and no further environmental documentation is required for REZ 2026-01.

SECTION 3. Approval of REZ 2026-01. The Council hereby approves REZ 2026-01 and hereby amends the City of Madera Zoning Map, as provided for in Chapter 3 of Title X of the City Municipal Code, as illustrated in the hereto attached Exhibit "A," which indicates the segments of the City of Madera Zoning Map to be amended.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this

ordinance and each section, subsection, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 6. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

The foregoing Ordinance No. 1022 C.S. was introduced and given its first reading at a regular meeting of the City Council of the City of Madera held on the 20th day of May 2026 and adopted after a second reading at a regular meeting of the City Council held on the 17th day of June 2026 by the following vote:

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

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:

CECELIA K. GALLEGOS, Mayor

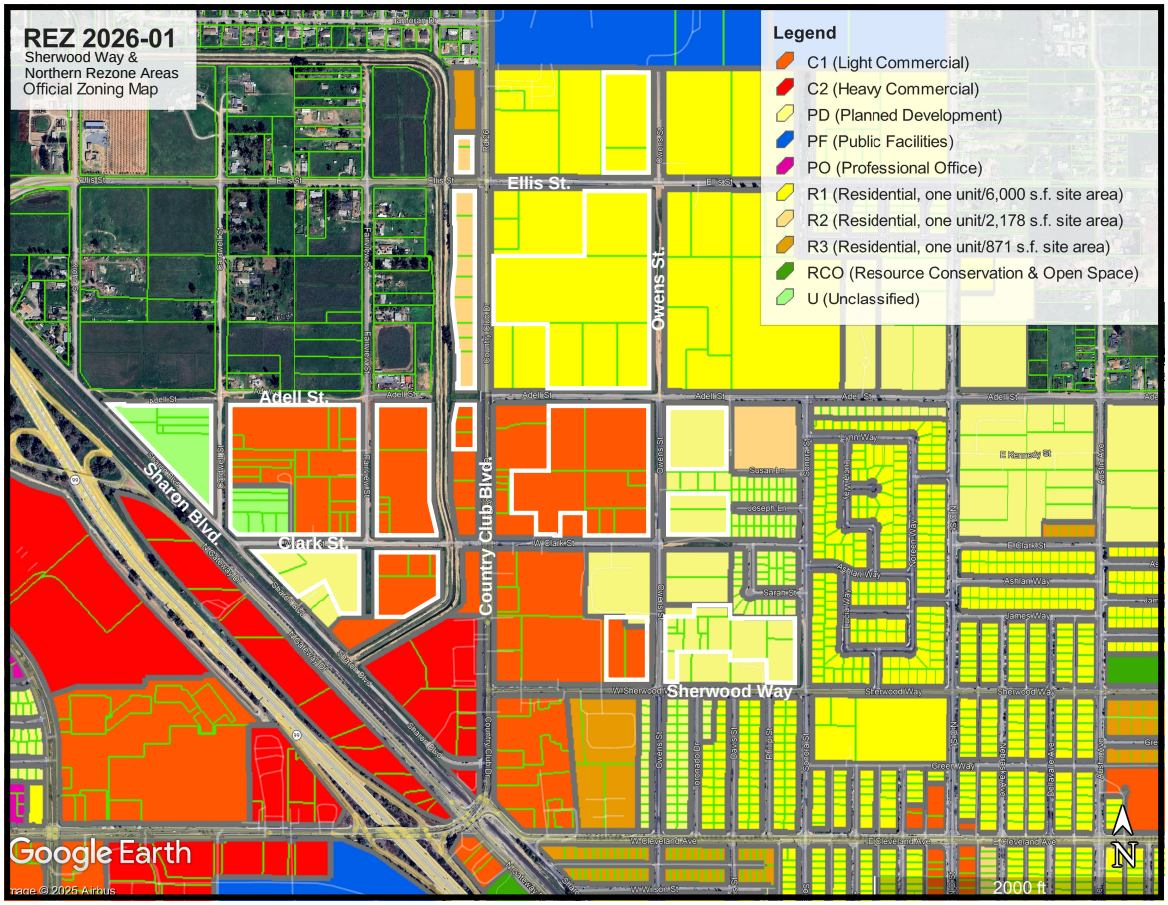
ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Exhibit A.1

FROM (EXISTING):



TO (PROPOSED):

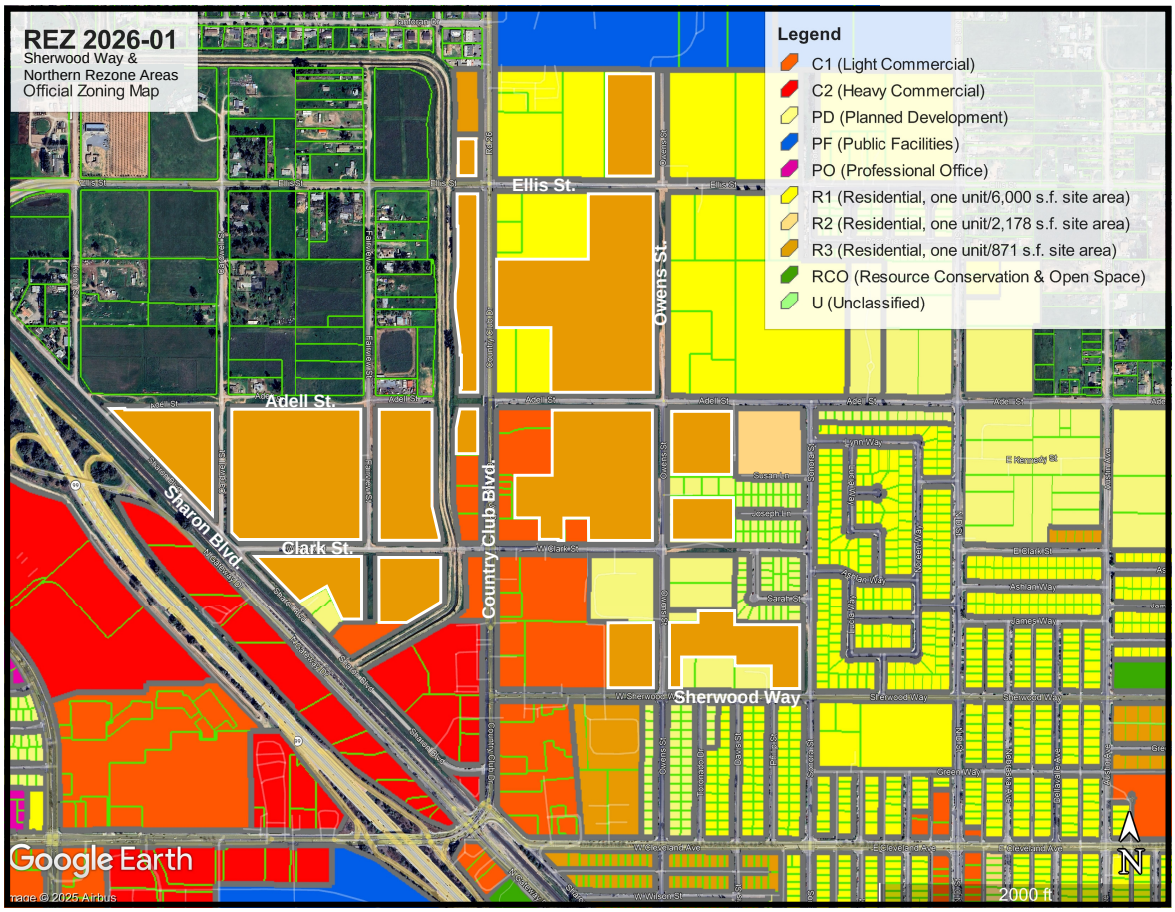
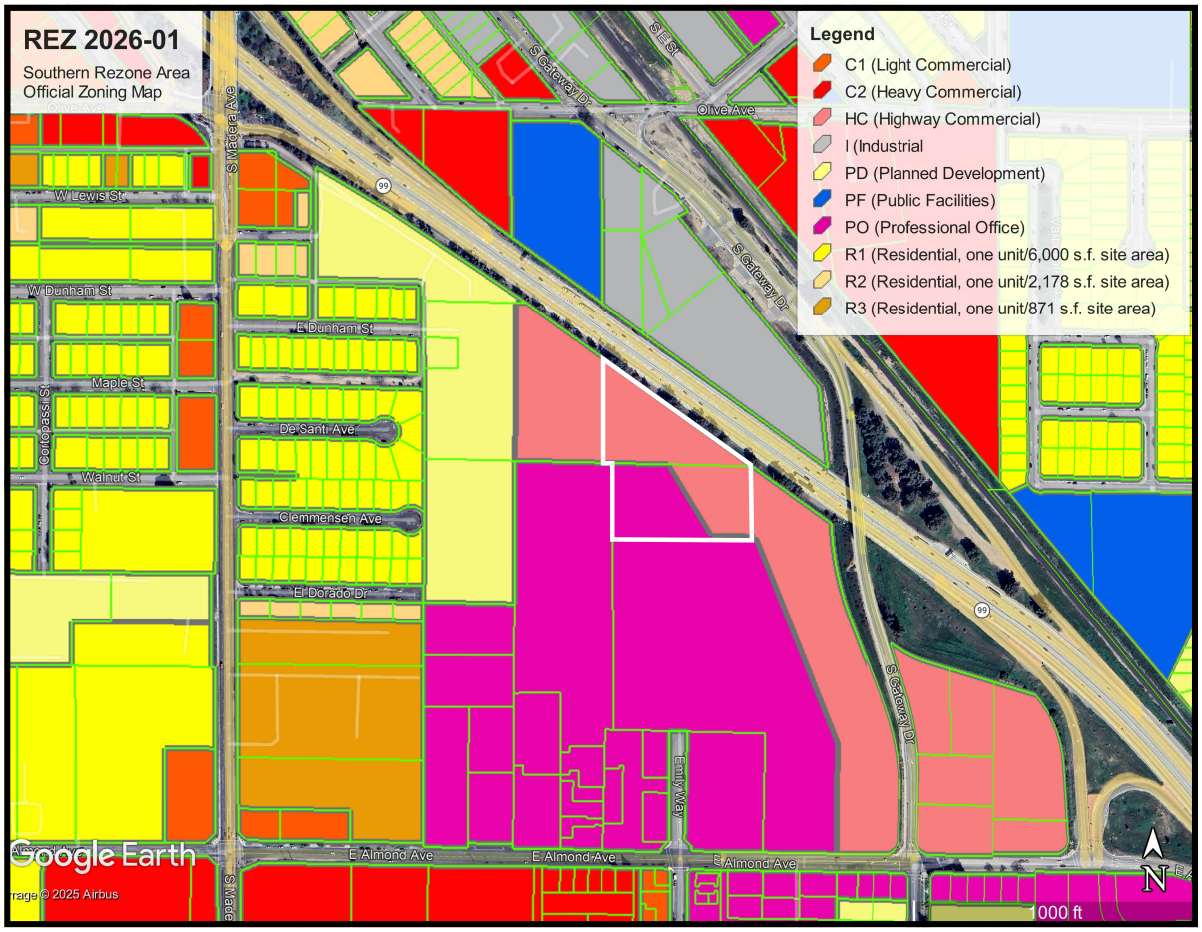
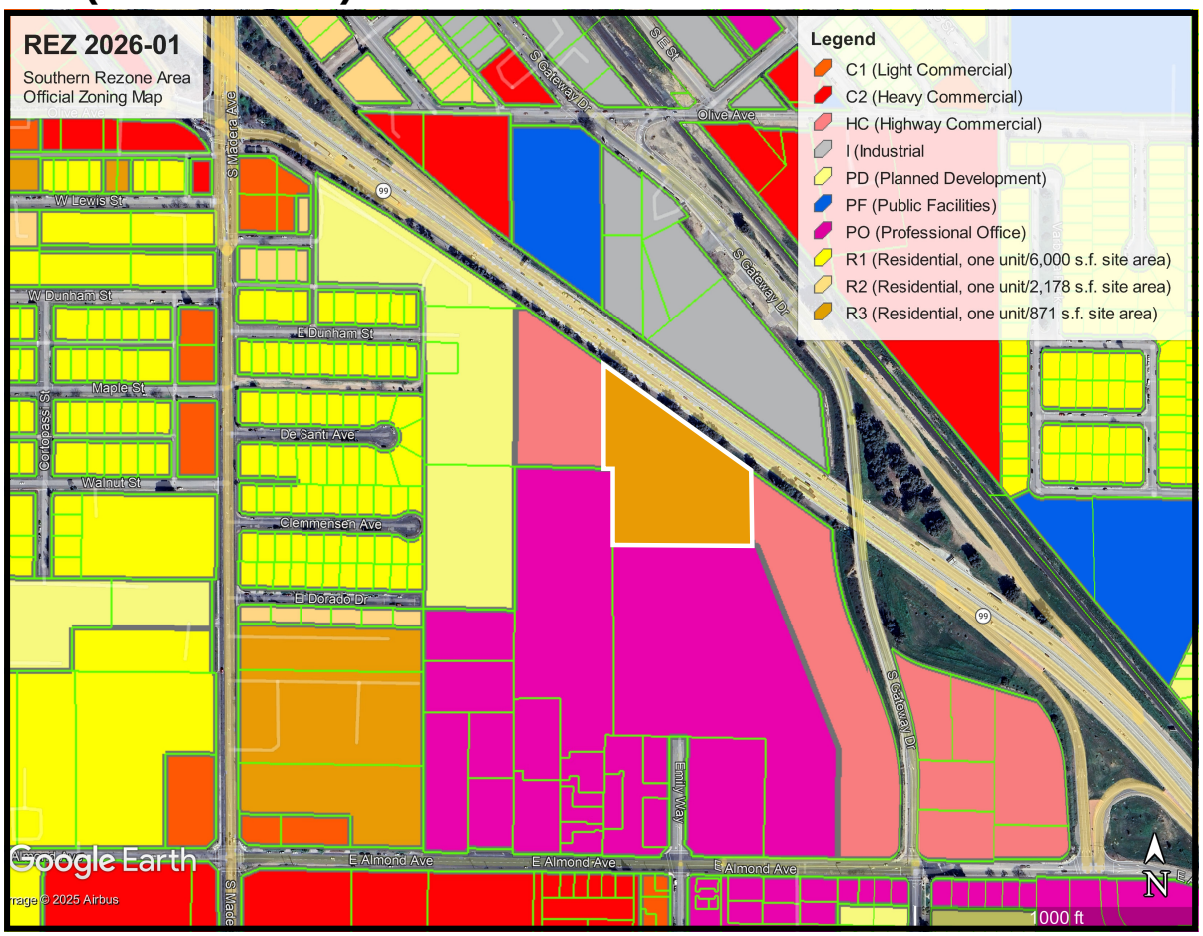


Exhibit A.2

FROM (EXISTING):



TO (PROPOSED):



ATTACHMENT 3

Planning Commission Resolution 2063

(Recommendation)

RESOLUTION NO. 2063

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING TITLE X, CHAPTER 3 (ZONING REGULATIONS) OF THE CITY MUNICIPAL CODE (CMC) AND ADDING THE HOUSING ELEMENT IMPLEMENTATION (HEI) OVERLAY ZONE (CMC §§ 10-3-9.501 ET SEQ.)

WHEREAS, the City of Madera 6th Cycle Housing Element (Housing Element), adopted on February 2, 2026 (City Council Resolution 26-02), includes goals, policies and programs which aim to encourage the development of a variety of housing opportunities and provide adequate sites to meet the Regional Housing Needs Allocation (RHNA) during the planning period (2024-2032); and

WHEREAS, the Housing Element includes Program A-1, which states the City will expand affordable and multifamily housing opportunities, including allowing qualifying residential uses "by-right" on designated sites where at least 20 percent of the units are affordable to lower-income households, and in compliance with Government Code Sections 65583.2(c) and 65583.2(h), as applicable; and

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, Sections 10-3.1501 et seq. of the City Municipal Code (CMC) contain provisions for amending or changing the Zoning Regulations contained in Title X, Chapter 3 of the CMC whenever the public necessity, convenience, general welfare, or good zoning practices require; and

WHEREAS, Section 10-3.1502 of the CMC provides for amendments to the Zoning Regulations contained in Title X, Chapter 3 of the CMC and referral to the Planning Commission for public hearing and recommendations to the City Council; and

WHEREAS, OTA 2026-03 proposes to add Sections 10-3-9.501, 10-3-9.502, and 10-3-9.503 to Title X, Chapter 3 of the CMC to establish a Housing Element Implementation (HEI) Overlay Zone to implement Program A-1 of the City's adopted 6th Cycle Housing Element in compliance with Government Code Sections 65583.2(c) and 65583.2(h), as applicable; and

WHEREAS, the proposed HEI Overlay Zone would apply to four identified reused sites and to sites listed in Table 104, RHNA Sites Inventory, of the adopted 6th Cycle Housing Element that were rezoned to the R-3 zone pursuant to Ordinance No. 1022 C.S. and have very low-income and/or low-income unit allocations; and

WHEREAS, the proposed overlay establishes that sites within the overlay may only be developed with a residential use, must comply with applicable objective development standards, and must be approved by right when at least 20 percent of proposed units are affordable to lower-income households, consistent with applicable requirements of Government Code Sections 65583.2(c) and 65583.2(h); and

WHEREAS, a preliminary environmental assessment was performed, and the Project was found to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and

WHEREAS, pursuant to City Municipal Code, a public hearing (for Zoning Text Amendments) shall be held before the Planning Commission of the City of Madera (Commission) and after the conclusion of the public hearing, the Commission shall render a report and recommendation to the Council, prior to the Council adopting the amendment or any part thereof; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law for the hearing of October 13, 2026; and

WHEREAS, the Planning Commission received and independently reviewed OTA 2026-03, at the duly noticed meeting on October 13, 2026; and

WHEREAS, at the October 13, 2026 public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after due consideration of the items before it, the Commission has independently completed its review of the staff report and documents submitted for OTA 2026-03, evaluated the information contained therein, considered testimony received as part of the public hearing process, and now desires to adopt this Resolution recommending that the Council determine the project to be exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines, approve OTA 2026-03 and adopt an ordinance amending Title X, Chapter 3 (Zoning Regulations) of the City Municipal Code (CMC) and adding the Housing Element Implementation (HEI) Overlay Zone (CMC §§ 10-3-9.501 et seq.).

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

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

2. CEQA: The Planning Commission recommends that the City Council determine the project is exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the "Common Sense" exemption, which applies only to projects that have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. OTA 2026-03 establishes zoning regulations to implement the

City's adopted Housing Element and does not authorize any particular development activity. Any future development project would remain subject to applicable review and environmental requirements. To the extent future actions may be considered reasonably foreseeable, "by-right" has a specific statutory meaning. Under § 65583.2(i), the City generally may not require a conditional use permit, planned unit development permit, or other discretionary local-government approval that would constitute a "project" under CEQA for the qualifying owner-occupied or multifamily residential use. The statute allows ministerial design review that does not constitute a CEQA project. No further environmental analysis is required for this ordinance text amendment.

3. Recommendation: The Commission hereby recommends that the Council approve OTA 2026-03, and adopt an ordinance amending Title X, Chapter 3 of the CMC and adding the Housing Element Implementation (HEI) Overlay Zone (CMC §§ 10-3-9.501 et seq.) in substantially the same form as follows:

Housing Element Implementation (HEI) Overlay Zone.

10-3-9.501 Purpose.

The Housing Element Implementation (HEI) overlay zone implements Program A-1 of the City's adopted 6th Cycle Housing Element.

10-3-9.502 Area of Applicability.

(A) Reused Sites. The HEI overlay zone shall apply to the following properties.

(1) Assessor Parcel Number 012-253-001

(2) Assessor Parcel Number 012-270-002

(3) Assessor Parcel Number 006-360-012

(4) Assessor Parcel Number 009-600-005

(B) Rezoned Sites for Lower Income Categories. The HEI overlay zone shall apply to the sites listed in Table 104, RHNA Sites Inventory, of the adopted 6th Cycle Housing Element meeting both the following criterion:

(1) A new zoning classification of the R-3 zone pursuant to City Council Ordinance No. 1022 C.S.

(2) Very low-income and/or low-income unit allocations.

10-3-9.503 Development Requirements.

(A) The following development requirements shall apply to all properties located within the HEI overlay zone:

(1) Sites in the HEI overlay zone may only be developed with a residential use.

(2) Development of any site within the HEI overlay zone shall comply with all applicable objective development standards.

(3) Development of any site within the HEI overlay zone must be approved by right if at least 20% of the units proposed are affordable to lower income households.

(4) Development of any site within the HEI overlay zone must meet the requirements of Government Code Section 65583.2(c) and 65583.2(h), as applicable, and as required by the adopted 6th Cycle Housing Element.

4. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera on this 13th day of October 2026, by the following vote:

AYES: Chairperson Robert Gran Jr., Vice Chair Ramon Lopez-Maciel (S), Commissioner Balwinder Singh, Commissioner Saim Mohammad (M)

NOES: None

ABSTENTIONS: None

ABSENT: Commissioner Tim Riche, Commissioner Abel Perez

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

ATTACHMENT 4

City Council Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING TITLE X, CHAPTER 3 (ZONING REGULATIONS) OF THE CITY MUNICIPAL CODE (CMC) AND ADDING THE HOUSING ELEMENT IMPLEMENTATION (HEI) OVERLAY ZONE (CMC §§ 10-3-9.501 ET SEQ.)

WHEREAS, the City of Madera 6th Cycle Housing Element (Housing Element), adopted on February 2, 2026 (City Council Resolution 26-02), includes goals, policies and programs which aim to encourage the development of a variety of housing opportunities and provide adequate sites to meet the Regional Housing Needs Allocation (RHNA) during the planning period (2024-2032); and

WHEREAS, the Housing Element includes Program A-1, which states the City will expand affordable and multifamily housing opportunities, including allowing qualifying residential uses "by-right" on designated sites where at least 20 percent of the units are affordable to lower-income households, and in compliance with Government Code Sections 65583.2(c) and 65583.2(h), as applicable; and

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, Sections 10-3.1501 et seq. of the City Municipal Code (CMC) contain provisions for amending or changing the Zoning Regulations contained in Title X, Chapter 3 of the CMC whenever the public necessity, convenience, general welfare, or good zoning practices require; and

WHEREAS, OTA 2026-03 proposes to add Sections 10-3-9.501, 10-3-9.502, and 10-3-9.503 to Title X, Chapter 3 of the CMC to establish a Housing Element Implementation (HEI) Overlay Zone to implement Program A-1 of the City's adopted 6th Cycle Housing Element in compliance with Government Code Sections 65583.2(c) and 65583.2(h), as applicable; and

WHEREAS, the proposed HEI Overlay Zone would apply to four identified reused sites and to sites listed in Table 104, RHNA Sites Inventory, of the adopted 6th Cycle Housing Element that were rezoned to the R-3 zone pursuant to Ordinance No. 1022 C.S. and have very low-income and/or low-income unit allocations; and

WHEREAS, the proposed overlay establishes that sites within the overlay may only be developed with a residential use, must comply with applicable objective development standards, and must be approved by right when at least 20 percent of proposed units are affordable to

lower-income households, consistent with applicable requirements of Government Code Sections 65583.2(c) and 65583.2(h); and

WHEREAS, a preliminary environmental assessment was performed, and the Project was found to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and

WHEREAS, pursuant to the provisions of Section 10-3.1500 et seq. of the CMC, the Planning Commission held a duly noticed public hearing for OTA 2026-03 on October 13, 2026, conducted a public hearing and after due consideration of all the items before it, adopted Resolution No. 2063 recommending that the Council approve OTA 2026-03; and

WHEREAS, in accordance with the provisions of CMC Section 10-3.1509, following receipt of the recommendation made by the Planning Commission, the Council shall set the matter for public hearing and may adopt the amendment, or any part thereof, set forth in the petition in such form as the Council may deem to be advisable; and

WHEREAS, the City provided notice of the Council hearing of October 21, 2026, as required by law; and.

WHEREAS, the Council received and independently reviewed OTA 2026-03 at the regularly scheduled meeting of the Council held on October 21, 2026; and

WHEREAS, at the October 21, 2026, Council meeting, a public hearing was held, the public was provided the opportunity to comment, and evidence, both written and oral, was considered by the Council; and.

WHEREAS, after due consideration of the items before it, the Council now desires to approve OTA 2026-03 and adopt this Ordinance amending Title X, Chapter 3 (Zoning Regulations) of the City Municipal Code (CMC) and adding the Housing Element Implementation (HEI) Overlay Zone (CMC §§ 10-3-9.501 et seq.)

NOW, THEREFORE, the City Council of the City of Madera ordains as follows:

1. Recitals: The City Council hereby finds that all of the facts set forth in the recitals are true and correct and are incorporated herein.

2. CEQA: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council has determined the project is exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the "Common Sense" exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. OTA 2026-03 does not authorize any particular activity or physical change in the environment which will result in a direct or reasonably foreseeable indirect effect on the environment.

To the extent future actions may be considered reasonably foreseeable, "by-right" has a specific statutory meaning. Under § 65583.2(i), the City generally may not require a conditional use permit, planned unit development permit, or other discretionary local-government approval that would constitute a "project" under CEQA for the qualifying owner-occupied or multifamily residential use. The statute allows ministerial design review that does not constitute a CEQA project. Any proposed future development requiring discretionary action will be subject to CEQA analysis as mandated for project discretionary approvals. No further environmental analysis is required at this time.

3. Approval of OTA 2026-03: The Council hereby approves OTA 2026-03, and amends Title X, Chapter 3 of the CMC to add the Housing Element Implementation (HEI) Overlay Zone (CMC §§ 10-3-9.501 et seq.) as follows:

Housing Element Implementation (HEI) Overlay Zone.

10-3-9.501 Purpose.

The Housing Element Implementation (HEI) overlay zone implements Program A-1 of the City's adopted 6th Cycle Housing Element.

10-3-9.502 Area of Applicability.

(A) Reused Sites. The HEI overlay zone shall apply to the following properties.

(1) Assessor Parcel Number 012-253-001

(2) Assessor Parcel Number 012-270-002

(3) Assessor Parcel Number 006-360-012

(4) Assessor Parcel Number 009-600-005

(B) Rezoned Sites for Lower Income Categories. The HEI overlay zone shall apply to the sites listed in Table 104, RHNA Sites Inventory, of the adopted 6th Cycle Housing Element meeting both the following criterion:

(1) A new zoning classification of the R-3 zone pursuant to City Council Ordinance No. 1022 C.S.

(2) Very low-income and/or low-income unit allocations.

10-3-9.503 Development Requirements.

(A) The following development requirements shall apply to all properties located within the HEI overlay zone:

(1) Sites in the HEI overlay zone may only be developed with a residential use.

(2) Development of any site within the HEI overlay zone shall comply with all applicable objective development standards.

(3) Development of any site within the HEI overlay zone must be approved by right if at least 20% of the units proposed are affordable to lower income households.

(4) Development of any site within the HEI overlay zone must meet the requirements of Government Code Section 65583.2(c) and 65583.2(h), as applicable, and as required by the adopted 6th Cycle Housing Element.

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

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

6. Effective Date of Ordinance: This Ordinance shall be effective and of full force and effect at 12.01 a.m. on the thirty-first day after its passage.

* * * * *

Item:	B-1
Minutes for:	10/07/2026
Adopted:	10/21/2026

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

Wednesday, October 7, 2026 **Council Chambers**
6:00 p.m. **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 Rohi Zacharia, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5 (Arrived at 6:04 p.m.)
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Dana McCarroll, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Police Commander Josiah Arnold, Public Works Director Harpiar Gandhi, Senior Civil Engineer Jonathan Gramajo and Administrative Analyst (Parks) Gabriela Salazar.

INVOCATION: Pastor Daniel Martinez, 4th Street Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Zacharia

APPROVAL OF AGENDA:

City Clerk Alicia Gonzales announced that in Item C-1, Attachment 1 of the Special Events Application was inadvertently omitted from the report. A copy of the attachment was provided to City Council and staff prior to the meeting. Copies are available at the podium for members of the public.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

PRESENTATIONS:

1. **Proclamation Recognizing Indigenous Peoples' Day**
   Porfirio Hernandez of Comunidad de San Martin Itunyoso accepted the Proclamation.

2. **Proclamation Recognizing Disability Awareness Month**
   ADA Council Chairman Jack Proter accepted the Proclamation.

3. **Assemblymember Esmeralda Soria Legislative Update**

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. 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.

Mayor Gallegos implemented the "1, 2, 3 minutes" public comment method. Those who had 1 minute of public comment could go first, then those who had 2 minutes of public comment and then those with 3 minutes of public comment.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, COUNCIL APPROVED KEEPING ALL PUBLIC COMMENT AT 3 MINUTES BY A 6/1 VOTE. NOES: MAYOR GALLEGOS

Lynette Lomeli, Executive Director of Madera Coalition for Community Justice reported that ICE was in the community today. They hit a parked car and put community members at risk. She stated it is imperative that Council and community members come together to protect the community.

Minerva Mendoza expressed that the new public comment time limit seemed inappropriate when the community needs to voice their concerns regarding ICE activities. She mentioned a letter that she emailed to Council and Chief of Police asking to find out what kind of help the City is giving to ICE.

Councilmember Mejia reported the "1,2,3 minutes" public comment information was news to her. She asked if Council could continue with the 3 minutes timeframe that the public is aware of. Mayor Gallegos asked for City Attorney input. City Attorney Shannon Chaffin stated that the Chairperson (Mayor) has the inherent authority to set up an optional public comment system, however a majority of the City Council can overrule the chair if warranted.

Jose Eduardo Chavez, a resident of Madera asked if the "1,2,3 minutes" public comment is a policy and was informed that it is an option. Mr. Chavez expressed concerns regarding ICE activities in the City and believes Council is not doing enough to protect the community they serve.

Patty, a resident of Madera mentioned she is saddened by the ICE activity in the community. She stated that she called and left a voicemail for each of the Councilmembers asking what steps they were taking to protect their community. She stated that ICE activity affects everyone regardless of immigration status and the community should not feel terrorized. She hopes to hear back from Council.

Jasmine Rueda, a resident of Madera County spoke in opposition of ICE activity in the community. She asked what information is available about the recent immigration enforcement activity in the city. She wanted to know if any City department was involved, present or aware of ICE activities in recent enforcement activities. She had multiple questions on City involvement, policies, practices, and cooperation with ICE.

Juan Santiago, a resident of Madera spoke in opposition of ICE activity in the community. He stated racial profiling and kidnapping is not acceptable and needs to stop. He is upset that those in power are not doing enough to stop this activity.

Joanna Torres, a volunteer with Guelaguetzainvited the Council to attend their 3rd Annual event this Sunday at the Madera District Fairgrounds. Guelaguetza and the Madera District Fairgrounds are aware of recent ICE activities in Madera and are taking measure to increase security at their event.

Victoria, a resident of Madera spoke in opposition of ICE activity in the community. She stated the community deserves to feel safe and Council should act to protect their residents.

Jay Flores, expressed his disappointment at the Council's lack of action in protecting the community from ICE activity in the city.

Brenda Ordaz spoke in opposition of ICE activity in the community. She asked that Council stand up for their community and help ensure that families have access to accurate information regarding ICE activity.

Janelle Cantu, a resident of Madera spoke about electric rates, back-up power (solar) in homes and being partnered with PG&E to provide batteries at a low rate.

Michael Hoffrage, a Central Valley aviator aircraft restorer and war veteran asked Council to approve a lease for a historic World War II era hangar at the Madera Municipal airport.

City Attorney Shannon Chaffin asked and was approved to advise Council on some legal issues that may help the public better understand the public comment portion of the agenda. Mr. Chaffin stated that under the Brown Act, a state law which governs meetings, Council is prohibited from engaging in conversations with the public or responding to the public's questions. This is due to public transparency. Council can only discuss items listed on the agenda. Although, Council may want to say something, their mouths are sealed by law. Council cannot respond to questions during Public Comment.

Mr. Chaffin stated that Council cannot respond to the public and tell them that:

- State law SB54 prohibits local Police Departments from engaging in immigration enforcement
- The Madera Police Department does not get involved in any ICE enforcement action
- ICE does not contact local Police Departments before they come out and do enforcement actions
- City Council has previously discussed this matter and adopted a resolution making very clear its stance as a welcoming community including that the City Council confirms the City of Madera is committed to protecting all residents as authorized by law and are focused on ensuring safety regardless of status or class
- The Police Department's focus is on community safety, not immigration enforcement
- Any person, regardless of immigration status, is safe to report crimes to the local Police Department and know that local police will help protect them from crime

Mr. Chaffin stated , that anyone interested in learning more about this subject can reach out to the City Manager or the Chief of Police. Mr. Chaffin thanked Council for letting him explain the law to them (Council) and sharing with the public what Council cannot do tonight.

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

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

A-1 Consideration of Ordinance Text Amendment (OTA) 2026-04 to Amend the Provisions of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code Pertaining to Exterior Colors in Commercial Zone Districts

Recommendation: Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC) pertaining to Exterior Colors in Commercial Zone Districts (CMC § 10-3.419) (Report by Will Tackett)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM A-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

INTRO ORD — AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE (CMC) PERTAINING TO EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS (CMC § 10-3.419)

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B-1 Minutes – September 16, 2026

Recommendation: Approve the City Council Minutes of September 16, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for September 5, 2026 to September 25, 2026 (Report by Michael Lima)

B-3 Memorandum of Understanding with Madera Unified School District (MUSD) for the Expanded Learning Opportunities Program Winter Camp 2027

Recommendation:
1. Adopt a Resolution Approving a Memorandum of Understanding (MOU) with MUSD for the Expanded Learning Opportunities Program (ELOP) Winter Camp 2027, not to exceed $23,181; and
2. Adopt a Resolution Amending the Fiscal Year 2026/27 Operating Budget, Approving Related Line Items for the Execution of said MOU (Report by Joseph Hebert)

RES 26-173 — A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH MADERA UNIFIED SCHOOL DISTRICT FOR THE EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP) WINTER CAMP 2027, NOT TO EXCEED $23,181

RES 26-174 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2026/27 OPERATING BUDGET, APPROVING RELATED EXPENDITURE LINE ITEMS FOR THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING WITH MADERA UNIFIED SCHOOL DISTRICT FOR THE EXPANDED LEARNING OPPORTUNITIES PROGRAM WINTER CAMP 2027

B-4 Madera Elks Lodge Fee Waiver Request for the Madera Elks Hoop Shoot Event

Recommendation: Adopt a Resolution Waiving the rental fees of the John Wells Youth Center (JWYC) on October 17, 2026, related to a Hoop Shoot Contest

Hosted by the Madera Elks Lodge #1918, at an Anticipated Rental Fee of $425 (Report by Joseph Hebert)

RES 26-175 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE JOHN WELLS YOUTH CENTER ON OCTOBER 17, 2026, RELATED TO A HOOP SHOOT CONTEST HOSTED BY THE MADERA ELKS LODGE #1918, AT AN ANTICIPATED FEE RENTAL OF $425

B-5 Madera Coalition for Community Justice Fee Waiver Request for the Don't Ghost Your Vote Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan-American Community Center (PACC) on October 24, 2026, related to the Don't Ghost Your Vote Event Hosted by Madera Coalition for Community Justice, at an Anticipated Rental Fee of $1,030 (Report by Joseph Hebert)

RES 26-176 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN-AMERICAN COMMUNITY CENTER ON OCTOBER 24, 2026, RELATED TO A DON'T GHOST YOUR VOTE EVENT HOSTED BY THE MADERA COALITION FOR COMMUNITY JUSTICE, AT AN ANTICIPATED RENTAL FEE OF $1,030

B-6 Second Reading and Adoption of an Ordinance Amending the City's Municipal Code Relating to Vacant Buildings

Recommendation: Waive Full Reading and Adopt by Title Only an Ordinance of the City Council of the City of Madera Repealing Chapter 12 of Title IX, and Adopting a New Chapter 12 of Title IX entitled "Vacant Buildings" (Report by Giachino Chiaramonte)

ORD 1025 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING AND REPLACING CHAPTER 12 OF TITLE IX OF THE MADERA MUNICIPAL CODE REGARDING VACANT BUILDINGS

B-7 Request to Waive City Fees Relating to Madera High School's Homecoming Parade

Recommendation: Adopt a Resolution to Ratify Waiving the Fees to Cover the Costs of City Services Relating to the Madera High School Homecoming Parade in the amount of $2,136 (Report by Giachino Chiaramonte)

RES 26-177 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO RATIFY WAIVING THE FEES TO COVER THE COSTS OF POLICE, PUBLIC WORKS AND ENGINEERING SERVICES AND FEES RELATING TO THE MADERA HIGH SCHOOL HOMECOMING PARADE IN THE AMOUNT OF $2,136.00

B-8 Raymond Road Street Improvements Rebid, City Project R-37, CMAQ 5157(094), Shoulder Paving and RMRA Street Rehab

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of Raymond Road Street Improvements Rebid, City Project R-37, CMAQ 5157(094), Shoulder Paving and RMRA Street Rehab; and
2. Recording of Notice of Completion; and

3. Release of Retention 35 days After the Recording of the Notice of Completion (Report by Keith Helmuth)

B-9 Storey Road Shoulder Paving, City Project R-60, CMAQ 5157(114)

Adopt a Minute Order Approving:
1. Acceptance of Storey Road Shoulder Paving, City Project R-60, CMAQ 5157(114); and
2. Recording of Notice of Completion; and
3. Release of Retention 35 days After the Recording of the Notice of Completion (Report by Keith Helmuth)

B-10 Westberry Bridge, City Project B-02

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Agreement with Cornerstone Structural Engineering Group (Cornerstone), Inc. for $99,825 for Additional Design and Permitting Services for the Westberry Bridge, City Project B-02 (Report by Keith Helmuth)

RES 26-178 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH CORNERSTONE STRUCTURAL ENGINEERING GROUP INC. FOR $99,825 PLUS CONTINGENCIES FOR ENGINEERING AND PERMITTING SERVICES FOR THE WESTBERRY BRIDGE, CITY PROJECT B-02

B-11 Amendment No. 2 to Agreement with Stantec Consulting Services, Inc. Additional Engineering Services for the Ongoing Projects at the Wastewater Treatment Plant

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Agreement with Stantec Consulting Services, Inc. for the Wastewater Treatment Plant (WWTP) Improvements Project, Authorizing Additional Construction-Phase Engineering Support through Completion of the new IPS Wet Well, for a Total Not-to-Exceed Amount of $113,000 (Report by Harpiar Gandhi)

RES 26-179 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 2 TO AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE MADERA WASTEWATER TREATMENT FACILITY (WWTF) IMPROVEMENTS PROJECT AUTHORIZING ADDITIONAL CONSTRUCTION-PHASE ENGINEERING SUPPORT THROUGH COMPLETION OF THE NEW INFLUENT PUMP STATION (IPS) WET WELL, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $113,000

B-12 Two Easement Deeds for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 1 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving an Agreement for Purchase of Easements at 944 East Yosemite Avenue, Madera, CA 93638 (APN 008-012-007) and 932 East Yosemite Avenue, Madera, CA 93638 (APN 008-012-006) (Report by Keith Helmuth)

RES 26-180 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR THE PURCHASE OF EASEMENTS AT 944

EAST YOSEMITE AVENUE, MADERA, CA 93638 (APN 008-012-007) AND AT 932 EAST YOSEMITE AVENUE, MADERA, CA 93638 (APN 008-012-006)

B-13 Amendment to Engagement Agreement with Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson) for Specialty Legal Services Relating to Disaster Recovery

Recommendation: Adopt a Resolution Approving an Amendment to the Engagement Agreement with Baker Donelson for Limited Engagement as Legal Counsel in Support of the City's Application for Disaster Relief Funds for the January 2023 Winter Storms Event (Report by Wendy Silva)

RES 26-181 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE BAKER, DONELSON, BEARMAN, CALDWELL, & BERKOWITZ, PC ENGAGEMENT AGREEMENT

B-14 Certificate of Recognition Honoring Madera Unified School District's 60th Anniversary Celebration

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition Honoring Madera Unified School District's 60th Anniversary Celebration (Report by Alicia Gonzales)

B-15 Memorandum of Understanding with Respect to the Cost Sharing for Water Years 2026-2028 Madera Subbasin Groundwater Sustainability Plan (GSP) Annual Reports *(Action on this Item by the Groundwater Sustainability Agency (GSA))*

Recommendation: Approve a Resolution Approving Memorandum of Understanding with Respect to the Cost Sharing for Water Year 2026-2028 Madera Subbasin GSP Annual Reports (MOU) (Report by Keith Helmuth)

GSA RES 26-03 A RESOLUTION OF THE CITY OF MADERA AND THE CITY OF MADERA, GROUNDWATER SUSTAINABILITY AGENCY BOARD APPROVING THE MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE COST SHARING FOR THE WATER YEARS 2025-2028 MADERA SUBBASIN GSP ANNUAL REPORTS

C. <u>WORKSHOP</u>:

C-1 Half Marathon Event Information

Recommendation: This report was prepared at the direction of the City Council (Council) for informational purposes. Council to provide direction, if desired (Report by Joseph Hebert)

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

D-1 Award of a Professional Services Agreement to The Code Group, Inc. dba VCA Code for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project

Recommendation: Adopt a Resolution Determining the Project is exempt from the Provisions of the California Environmental Quality Act (CEQA) Pursuant to Sections 15262 and 15061(b)(3) of the CEQA Guidelines and Approving a Professional Services Agreement with The Code Group, Inc. (dba VCA Code) for the REAP 2.0 Downtown Mixed-Use Housing Implementation

Strategy and Development Readiness Project in an Amount Not to Exceed $375,545 (Report by Will Tackett)

Councilmember Mejia stepped out of the Council Chamber at 7:24 p.m. and returned at 7:31 p.m.

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

RES 26-182 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTIONS 15262 AND 15061(B)(3) OF THE CEQA GUIDELINES AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE CODE GROUP, INC. (DBA VCA CODE) FOR THE REAP 2.0 DOWNTOWN MIXED-USE HOUSING IMPLEMENTATION STRATEGY AND DEVELOPMENT READINESS PROJECT IN AN AMOUNT NOT TO EXCEED $375,545

D-2 Application for Financial Assistance for the 2.5 million-gallon Water Storage

Recommendation: Adopt a Resolution Declaring the City's intent to Reimburse Project Costs from Future Financing Proceeds for Eligible Project Expenditures Incurred Prior to Execution of the Final Financing Agreement for the 2.5 million-gallon (MG) Water Tank in Northeast Madera, City Project No. WT-0001 (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-183 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA DECLARING ITS INTENTION TO REIMBURSE ELIGIBLE EXPENDITURES INCURRED PRIOR TO EXECUTION OF THE FINAL FINANCING AGREEMENT FOR THE 2.5 MILLION-GALLON (MG) WATER TANK IN NORTHEAST MADERA WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD DRINKING WATER STATE WATER REVOLVING FUND

D-3 Mayor's Christmas Concert

Recommendation: This report has been prepared at the request of the Mayor, therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a facility use permit with Madera Unified School District and ratifying the application for PG&E grant funds (Report by Wendy Silva)

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY MAYOR GALLEGOS, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-184 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FACILITY USE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT AND RATIFYING AN APPLICATION FOR PG&E CHARITABLE GIVING PROGRAM FUNDS IN SUPPORT OF THE MAYOR'S CHRISTMAS CONCERT

E. ADMINISTRATIVE REPORTS:

E-1 City Partnerships and Programs with Madera Unified School Districts

Recommendation: This item is informational only; therefore, no Council action is required (Report by Arnoldo Rodriguez)

The Council deliberated and appointed Councilmembers Rodriguez and Evans and Mayor Pro Tem Zacharia to a temporary Ad-Hoc Committee, tasked with conferring with MUSD regarding the proposed partnership.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-1 AS DISCUSSED WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

E-2 Selecting Recipients for November Proclamations

Recommendation: Request for Council's Selection of Recipients for the following Proclamations: Veterans Day and Small Business Saturday (Report by Alicia Gonzales)

Council selected retired veteran Imogen Olsen as the recipient of the Veterans Day proclamation. Council selected Evans Feed & Livestock Supply; and Jalisience Jewelers as the recipients of the Small Business Saturday proclamations.

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.

Councilmember Rodriguez reported attending the Golf Advisory Committee meeting where updates were provided on the anticipated HVAC units and the irrigation project, which received one bid that later withdrew. He also reported advocating for the Olive Avenue railroad crossing project during discussions with Congressman Adam Gray at a Valley Voice Coalition meeting. Lastly, he stated that the City of Madera is a welcoming city, regardless of people's immigration status.

Councilmember Mejia acknowledged Councilmember Elect Alvina Miguel-Leon for enrolling in the Citizen's Academy and attending the meeting. She reported attending the League of California Cities conference. She also requested and received Council consensus to place an item on a future agenda to discuss the City's involvement and assistance for the immigrant community. Lastly, she invited everyone to attend and support the upcoming Guelaguetza event.

Councilmember Montes reported he attended the League of California Cities conference. Public Comment 1, 2, 3 was a good idea, but suggested that cheat sheets be provided to those in attendance when implementing new things. He stated that Council had previously discussed this subject and adopted a proclamation recognizing Madera as a welcoming city. He thanked City Attorney Shannon Chaffin for clarifying why Councilmembers are unable to respond directly to questions raised during public comment.

Mayor Pro Tem Zacharia stated that Council has legal limitations on when they can respond to the public during a Council meeting. He stated it is hurtful when the public says Council isn't doing anything.

Councilmember Evans thanked staff for everything they do. She reported hosting "Crunch with the Councilwoman" event, where she gave away three (3) backpacks to students, and shared that she plans to continue distributing backpacks throughout the year. She also reported attending the League of California Cities conference where she participated in a communication exercise. Lastly, she announced that the Christmas Extravaganza will be held in December and that toy donations are being accepted leading up to the event.

Mayor Gallegos shared that during her 33 years as a teacher, she observed that children were often absent from school when ICE activities occured in the city. She also requested and received Council consensus to place an item on a future agenda to discuss Mr. Hoffrage's proposal for an aviation lease.

G. **CLOSED SESSION**: None

FUTURE MEETING DATES:

- Wednesday, October 21, 2026
- Wednesday, November 18, 2026

ADJOURNMENT: Meeting was adjourned at 8:20 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 26 to October 9, 2026

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 26 to October 9, 2026, 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	46488 – 46623	$1,926,931.02

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$763,005.31
SDI	EDD	$3,285.05
CalPERS Payment	CalPERS	$168,036.48

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2026/2027 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

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 2026/2027 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

October 21, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46488	09/30/2026	Water Mtnc/Operations	THIRKETTLE CORPORATION	ENDPOINT/ANTENNA PARTS	2,452.26
46488	09/30/2026	Water Mtnc/Operations	THIRKETTLE CORPORATION	COMMAND LINKS FOR METER PROGRAMMING	2,238.35
46488	09/30/2026	Water Mtnc/Operations	THIRKETTLE CORPORATION	ENDPOINTS	5,258.21
46488	09/30/2026	Water Mtnc/Operations	THIRKETTLE CORPORATION	MXU/RADIO TRANSMITTERS FOR METERS	5,169.82
46488	09/30/2026	Water Mtnc/Operations	THIRKETTLE CORPORATION	METER SOCKETS	332.96
46489	09/30/2026	Dicks Sport. Goods Grant	PIERCE CRANE INC	CRANE RENTAL	619.50
46490	09/30/2026	Sports Programs	J & D MANUFACTURING	TINY TIKES SHIRTS	227.33
46490	09/30/2026	Sports Programs	J & D MANUFACTURING	FUTSAL JERSEYS	500.12
46491	09/30/2026	Sports Programs	ROMERO, ADAM	PER DIEM - 2026 DIRECTOR'S ACADEMY	127.50
46492	09/30/2026	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	552.00
46493	09/30/2026	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	215.31
46494	09/30/2026	PD Operations	CV FORENSIC NURSING SPECIALISTS	EXAM - 26M-04201 & 26M-04547	2,000.00
46495	09/30/2026	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP #2 NON-MEDIAN LANDSCAPE MAINTENANCE	7,415.73
46495	09/30/2026	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP #3 MEDIAN LANDSCAPE MAINTENANCE	16,454.82
46495	09/30/2026	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP #1 DOWNTWON LANDSCAPE MAINTENANCE	667.58
46496	09/30/2026	Engineering	FACILITY DESIGNS INC	CONFERENCE ROOM CHAIR WHEEL REPLACEMENTS	51.96
46497	09/30/2026	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	316.45
46498	09/30/2026	Building	JESUS VAZQUEZ	PER DIEM - 2026 CALBO EDUCATION WEEK	258.00
46499	09/30/2026	Building	RAFAEL MAGALLAN	PER DIEM - 2026 CALBO EDUCATION WEEK	570.26
46499	09/30/2026	SB-1186 PROCEEDS	RAFAEL MAGALLAN	PER DIEM - CASP EXAMS	372.42
46500	09/30/2026	Fleet Maintenance	NICK MATULA	PER DIEM - ADVANCED AUTO EV TRAINING	236.50
46501	09/30/2026	WWTP	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES	CONSULTING SERVICES - WWTP	22,500.00
46502	09/30/2026	MEAS K - PD	EFFECTIVE FITNESS COMBATIVES, LLC	INSTRUCTOR CERTIFICATION COURSE	4,401.00
46503	09/30/2026	WWTP	FEEGER KUCAS WOLFE INC	WWTP - VAC GAUGES PRIMARY	2,797.11
46504	09/30/2026	PD Operations	AT&T	06/25 SERVICE 436161150662	119.34
46505	09/30/2026	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	3,006.75
46506	09/30/2026	Parks	BSN SPORTS	SOCCER GOALS	6,754.77
46506	09/30/2026	Parks	BSN SPORTS	SOCCER NETS	867.20
46507	09/30/2026	COMPUTER MAINT	COMCAST	SERVICES 8155500320322006 07/26	92.88
46507	09/30/2026	PD Operations	COMCAST	SERVICES 8155500320092096 07/26	239.58
46507	09/30/2026	PD Operations	COMCAST	SERVICES 8155500320092096 08/26	239.58
46508	09/30/2026	WWTP	OCCUPATIONAL HEALTH CENTERS OF CALIF	RANDOM DRUG TEST SERVICES	58.00
46509	09/30/2026	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/26	150.00
46509	09/30/2026	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/26	37.00
46509	09/30/2026	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/26	37.00
46509	09/30/2026	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/26	75.00

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

October 21, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46510	09/30/2026	UB - Garbage	DATAPROSE, LLC	BILLING 08/26	3,208.91
46510	09/30/2026	UB - Sewer	DATAPROSE, LLC	BILLING 08/26	3,208.91
46510	09/30/2026	UB - Water	DATAPROSE, LLC	BILLING 08/26	6,417.83
46511	09/30/2026	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
46511	09/30/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	161.00
46511	09/30/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	157.00
46511	09/30/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - FBSC	45.00
46512	09/30/2026	Parks	ENVIRO CLEAN	PARKS MAINTENANCE ITEMS	3,434.23
46513	09/30/2026	Engineering	FEDERAL EXPRESS	EXPRESS SHIPPING	39.58
46514	09/30/2026	FMAAA Agreements	FRESNO MADERA AREA AGENCY ON AGING	NON-QUALIFIED MEALS	9.46
46515	09/30/2026	Building	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	258.00
46515	09/30/2026	Water Utility	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	10.00
46516	09/30/2026	Water Mtnc/Operations	PROVOST & PRITCHARD CONSULTING	WATER SUPPLY, 2026 UWMP UPDATE	13,638.95
46517	09/30/2026	Water Capital Outlay	ROLFE CONSTRUCTION INC.	2 WATER SERVICES & METER ON WESTBERRY BLVD	22,310.00
46518	09/30/2026	Building	OTP - FINANCE	PER DIEM - 2026 CALBO EDUCATION WEEK	193.50
46519	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46520	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYMD	200.00
46521	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46521	09/30/2026	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	35.00
46522	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46523	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46524	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46525	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46526	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46527	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46527	09/30/2026	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	40.00
46528	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46528	09/30/2026	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	40.00
46529	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46530	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - TINY TIKES	50.00
46531	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	140.00
46532	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	50.00
46533	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46534	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	50.00
46535	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46536	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

October 21, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46537	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46538	09/30/2026	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	40.00
46539	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46540	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	100.00
46541	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46542	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - TINY TIKES	50.00
46543	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46544	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	17.50
46545	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - MCNALLY SHELTER	50.00
46546	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	500.00
46547	09/30/2026	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND - YOUTH FLAG FOOTBALL	72.50
46548	09/30/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46549	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9914251 TERM REFUND	66.01
46550	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9922821 TERM REFUND	280.57
46551	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9255008 TERM REFUND	96.31
46552	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9897587 TERM REFUND	251.70
46553	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9925315 TERM REFUND	410.90
46554	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9916003 TERM REFUND	280.89
46555	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9923958 TERM REFUND	210.01
46556	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9917764 UB TERM REFUND	43.83
46557	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9904933 TERM REFUND	137.68
46558	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9923327 TERM REFUND	156.02
46559	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9912017 TERM REFUND	340.83
46560	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9912071 TERM REFUND	169.79
46561	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 10001000 TERM REFUND	963.05
46562	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9926261 TERM REFUND	220.52
46563	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 8814006 TERM REFUND	78.75
46564	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9914244 TERM RFUND	263.90
46565	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9892499 TERM REFUND	83.57
46566	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9924909 TERM REFUND	262.48
46567	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 4457388 TERM REFUND	65.07
46568	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9923367 TERM REFUND	90.74
46569	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9918139 TERM REFUND	158.89
46570	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9909728 TERM REFUND	78.24
46571	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 6166031 UB TERM REFUND	156.99
46572	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9913017 UB TERM REFUND	162.04

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

October 21, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46573	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9895052 TERM REFUND	88.91
46574	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9918731 TERM REFUND	108.80
46575	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 1906001 TERM REFUND	253.73
46576	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 10001052 TERM REFUND	274.71
46577	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9925785 TERM REFUND	153.36
46578	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9891916 TERM REFUND	20.40
46579	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9911647 UB TERM REFUND	159.72
46580	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 135004 TERM REFUND	155.17
46581	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9923472 TERM REFUND	196.52
46582	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 5243002 TERM REFUND	61.33
46583	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9905393 TERM REFUND	204.66
46584	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9921733 TERM RFUDN	293.18
46585	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 10000479 TERM REFUND	250.99
46586	09/30/2026	Water Fund	OTP- UB REFUNDS	UB 9914382 TERM REFUND	231.35
46587	10/06/2026	PD Operations	GIBBS, JOSHUA	REIMBURSEMENT - UNIFORM PANTS	205.00
46588	10/06/2026	MEAS K - FIRE	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q1 26/27 CONTRACT SVS/TRANSACTION TAX	300.00
46588	10/06/2026	MEAS K - PD	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q1 26/27 CONTRACT SVS/TRANSACTION TAX	300.00
46588	10/06/2026	City Manager	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q1 26/27 CONTRACT SVS/TRANSACTION TAX	7,798.86
46589	10/06/2026	CDBG Public Services	OLIVE CHARITABLE ORGANIZATION	CDBG 25/26 - BENNET HOUSE Q4	3,750.00
46590	10/06/2026	Facilities Maintenance	MD PROFESSIONAL PAINTING, INC.	PAINTING/TEXTURE - PW	5,950.00
46590	10/06/2026	Facilities Maintenance	MD PROFESSIONAL PAINTING, INC.	PAINTING/TEXTURE - CITY HALL	5,700.00
46590	10/06/2026	Deferred Maintenance	MD PROFESSIONAL PAINTING, INC.	WATERPROOFING - JWYC & PANAM	59,400.00
46590	10/06/2026	Deferred Maintenance	MD PROFESSIONAL PAINTING, INC.	PAINTING - JWYC	11,880.00
46591	10/06/2026	FAU CMAQ	JUAREZ BROTHERS GENERAL ENGINEERING INC.	R-37 RAYMOND ROAD STREET IMPROVEMENTS, REBID	77,401.21
46591	10/06/2026	LTF - Streets	JUAREZ BROTHERS GENERAL ENGINEERING INC.	R-37 RAYMOND ROAD STREET IMPROVEMENTS, REBID	10,512.80
46591	10/06/2026	RSTP - FED EX	JUAREZ BROTHERS GENERAL ENGINEERING INC.	R-37 RAYMOND ROAD STREET IMPROVEMENTS, REBID	151,080.64
46592	10/06/2026	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	791,190.52
46593	10/06/2026	Prop 68 Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	OLIVE/TAUBERT PARK DESIGN	2,270.32
46593	10/06/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - CLINTON ST WIDENING	11,592.50
46593	10/06/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - HORESESHOE PITS AT ROTARY	3,172.50
46593	10/06/2026	Special Legislative Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	LTC PARKING LOT	98,170.34
46593	10/06/2026	OLRP GRANT	WESTWOOD PROFESSIONAL SERVICES, INC.	TOZER PARK ENG & DESIGN SVS	4,043.88
46593	10/06/2026	Sunset Park Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	DESIGN SVS - SUNSET PARK	518.60
46594	10/06/2026	LTF - Streets	HNTB CORPORATION	CONSULTANT SERVICES AGREEMENT	7,639.31
46594	10/06/2026	Railroad Crossing Grant	HNTB CORPORATION	CONSULTANT SERVICES AGREEMENT	30,557.24
46595	10/06/2026	FAU CMAQ	A.J. EXCAVATION INC.	CONSTRUCTION CONTRACT PROJECT R-60	243,384.98

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

October 21, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46595	10/06/2026	LTF - Streets	A.J. EXCAVATION INC.	CONSTRUCTION CONTRACT PROJECT R-60	33,188.86
46596	10/06/2026	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 10/26	935.86
46597	10/06/2026	Building	COMCAST	CITY INTERNET CONNECTION 09/26	72.83
46597	10/06/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 09/26	21.55
46597	10/06/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 09/26	21.70
46597	10/06/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 09/26	154.87
46597	10/06/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 09/26	103.59
46597	10/06/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 09/26	42.21
46597	10/06/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 09/26	144.46
46597	10/06/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 09/26	31.81
46597	10/06/2026	Finance	COMCAST	CITY INTERNET CONNECTION 09/26	113.85
46597	10/06/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 09/26	21.70
46597	10/06/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 09/26	42.21
46597	10/06/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 09/26	42.21
46597	10/06/2026	Parks	COMCAST	CITY INTERNET CONNECTION 09/26	52.32
46597	10/06/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 09/26	42.06
46597	10/06/2026	Planning	COMCAST	CITY INTERNET CONNECTION 09/26	52.02
46597	10/06/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 09/26	52.32
46597	10/06/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 09/26	62.57
46597	10/06/2026	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 09/26	37.01
46597	10/06/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 09/26	42.05
46597	10/06/2026	Sr Citizen Community Servi	COMCAST	CITY INTERNET CONNECTION 09/26	42.06
46597	10/06/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 09/26	34.48
46597	10/06/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 09/26	34.48
46597	10/06/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 09/26	67.77
46597	10/06/2026	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 09/26	47.26
46597	10/06/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 09/26	21.70
46597	10/06/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 09/26	31.81
46597	10/06/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 09/26	21.55
46597	10/06/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 09/26	31.81
46598	10/06/2026	CDBG ADMIN	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 25/26 CAPMC FMCOC Q4	1,460.47
46598	10/06/2026	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 24/25 CAPMC HOUSING STABLIZATION Q4	3,326.17
46599	10/06/2026	Engineering	DIAMOND COMMUNICATIONS	ADD/DELETE USER	30.00
46599	10/06/2026	Engineering	DIAMOND COMMUNICATIONS	ALARM MONITORING - ENG	360.00
46599	10/06/2026	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
46599	10/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM MONITORING - JWYC	157.00

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

October 21, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46599	10/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ADD/DELETE USER	30.00
46599	10/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	REMOTE ALARM - PANAM	30.00
46599	10/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM MONITORING - FBSC	293.00
46599	10/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	CONTACTER REPAIRS - PANAM	165.00
46599	10/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM MONITORING - PANAM	1,040.50
46599	10/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SYSTEM TOUBLE REPAIR - JWYC	518.52
46600	10/06/2026	Planning	ESRI	ESRI SOFTWARE RENEWAL	11,250.00
46601	10/06/2026	SUPP LAW ENF	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	1,610.00
46601	10/06/2026	MEAS K - PD	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	3,712.00
46601	10/06/2026	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEE - DISPATCHER	343.00
46602	10/06/2026	TRANS - FIXED	FUTURE FORD OF CLOVIS	BUS 59 TRANSMISSION	4,856.49
46603	10/06/2026	MEAS K - FIRE	GRAINGER, INC.	PRESSURE WASHER - FIRE #58	3,417.39
46604	10/06/2026	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING	921.00
46604	10/06/2026	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING	921.00
46605	10/06/2026	Facilities Maintenance	JAM SERVICES INC	48W STREETLIGHTS	5,796.79
46606	10/06/2026	PD Operations	LC ACTION POLICE SUPPLY	G48 MOS & ACCESSORIES	1,174.11
46607	10/06/2026	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	229.61
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 038-050-018-000	332.54
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 037-040-004-000	497.64
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-220-001-000	1,157.94
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-010-039-000	5,557.38
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-001-000	691.14
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-002-000	671.10
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-003-000	325.30
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-005-000	668.72
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-011-000	224.42
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-012-000	130.90
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-014-000	108.58
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-016-000	349.42
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-030-017-000	2,172.40
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-010-041-000	2,919.32
46608	10/06/2026	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 013-010-040-000	1,660.12
46608	10/06/2026	Parks	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 038-030-027-000	1,582.10
46608	10/06/2026	Water Mtnc/Operations	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 038-030-031-000	1,818.96
46608	10/06/2026	Economic Develop Fund	MADERA COUNTY TAX COLLECTOR	2026 PROPERTY TAX APN - 035-080-046-000	398.64
46609	10/06/2026	Permanent Local Housing	MADERA RESCUE MISSION, INC.	PLHA INVOICE 07/26	10,096.27

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

October 21, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46610	10/06/2026	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	92.70
46610	10/06/2026	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	50.23
46610	10/06/2026	TRANS - DAR	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	50.23
46610	10/06/2026	PD Operations	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - PD	978.04
46611	10/06/2026	CDBG Public Services	MADERA COUNTY WORKFORCE	CDBG FY 25/26 IN-HOME CHILD CARE TRAINING PROGR	17,731.07
46612	10/06/2026	Sewer Capital Outlay	SJVAPCD	PERMIT FEES # C-3686-2-0	1,988.90
46613	10/06/2026	Water Capital Outlay	STEVE DOVALI CONSTRUCTION	W-GW-001 MUNICIPAL WATER WELL 37	106,982.54
46614	10/06/2026	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	735.18
46615	10/06/2026	WWTP	USA BLUE BOOK	LAB SERVICES	188.89
46616	10/06/2026	COMPUTER MAINT	OTP - FINANCE	PER DIEM - MANAGE ENGINE USER CONFERENCE	200.00
46617	10/06/2026	Engineering	OTP - FINANCE	REIMBURSEMENT - PE EXAM	165.05
46618	10/06/2026	PD Operations	OTP - FINANCE	PER DIEM - SWAT COURSE WEEK 1	473.00
46619	10/06/2026	PD Operations	OTP - FINANCE	PER DIEM - SWAT COURSE WEEK 2	473.00
46620	10/06/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 10001226-559020	1,255.50
46621	10/06/2026	Building	BLDING/PLAN REFNDS	REIMBURSE MISCHARGED FEES	441.92
46622	10/06/2026	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	33.59
46622	10/06/2026	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	1.50
46623	10/06/2026	Arterial/Collector	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	428.29
46623	10/06/2026	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	2,677.69
46623	10/06/2026	Develop Imp Fee/PW	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	99.17
46623	10/06/2026	Develop Impact Fee/Fire	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	247.38
46623	10/06/2026	Develop Impact Fee/Parks	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	1,945.29
46623	10/06/2026	Develop Impact Fee/Police	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	398.87
46623	10/06/2026	DIF - DRAINAGE	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	545.99
46623	10/06/2026	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	1.50
46623	10/06/2026	General Government DIF	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	168.92
46623	10/06/2026	Median Island DIF	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	237.58
46623	10/06/2026	Sewer New Req	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	93.72
46623	10/06/2026	Traffic Signal DIF	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	144.94
46623	10/06/2026	Transportation Impact Fee	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	584.13
46623	10/06/2026	Waste Water Dev Impact	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	923.06
46623	10/06/2026	Water Pipe Dev Impact	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	151.48
46623	10/06/2026	Water Well Impact Fee	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	300.78

BANK #1 - US BANK GENERAL ACCOUNT TOTAL **$ 1,926,931.02**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the September 16, 2026, City Council agenda.

DISCUSSION:

The Civil Service Commission met October 6, 2026, and approved eligibility lists for the following classifications.

- Code Enforcement Officer III
- Wastewater Treatment Plant Operator I
- Water System Worker I
- Public Works Maintenance Lead Worker
- Police Officer I
- Police Officer Trainee

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

Table 1: *New Hires and Re-hires*

Name	Position	Department	Status*	Effective Date
Jovan Ortiz	Police Officer Trainee	Police	FT	9/14/26

Table 1: *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Gurshaan Gill	Police Officer Trainee	Police	FT	9/14/26
Oscar Velasquez	Program Leader I	Parks & Community Services	PT	9/21/26
Jorge Delasancha	Park Aide	Parks & Community Services	PT	9/22/26
Mari Lyn Arigo	Senior Civil Engineer	Engineering	FT	10/5/26
Joshua Cardenas	Wastewater Treatment Plant Operator-in-Training	Public Works	FT	10/5/26

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

The following employees separated from employment since our last report.

Table 2: *Separations*				
Name	Position	Department	Status*	Effective Date
Charles Moses	Program Leader I	Parks & Community Services	PT	7/31/26
Juan Puentes	Mechanic III	Finance – Fleet	FT	9/11/26
Wayson Juarez	Police Officer II	Police	FT	9/30/26
Gurshaan Gill	Police Officer Trainee	Police	FT	9/17/26
Raul Deleija	Public Works Equipment Operator	Public Works	FT	9/30/26

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: B-4

SUBJECT:

Appointment to the Block Grant Commission

RECOMMENDATION:

Adopt a Resolution appointing David McIntyre to the Block Grant Commission

SUMMARY:

The Community Development Block Grant (CDBG), Block Grant Commission (BGC) was established on March 18, 2009 to serve in an advisory capacity to staff and City Council (Council) on matters related to CDBG funding. The BGC consists of seven members, with each member of the Council making a nomination that is considered for appointment by the Mayor and subject to approval of the Council by resolution. At this time, Councilmember Montes has nominated David McIntyre to serve on the BGC. The Mayor has considered the nomination and has approved the appointment of Mr. McIntyre. The requested action is a resolution of the City Council to approve the appointment of Mr. McIntyre to the BGC.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation with the submission of an Annual Action Plan. As an advisory Commission, the duties of the BGC include:

1. Evaluation of annual CDBG request for funding applications.
2. Consideration of the U.S Department of Housing and Urban Development (HUD) priorities and the Council-approved five-year City CDBG Consolidated Plan.
3. Provide Council funding recommendations.
4. Review and recommend approval of CDBG reports including the Consolidated Plan, Annual Action Plans, and any substantial amendments.
5. Promote public participation in the CDBG planning and award process.

BGC members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1: *BGC Membership*		
Applicant	*Nominating Councilmember*	*City Council District*
Candy Talley	Mayor Gallegos	At-large Mayor
Vacant	Mayor Pro Tem Zacaria	District 1
Alyssia Arredondo	Councilmember Rodriguez	District 2
David McIntyre	**Councilmember Montes**	**District 3**
Cesar Villegas	Councilwoman Evans	District 4
Stevie Wright	Councilmember Mejia	District 5
Diana Mosqueda	Councilmember Villegas	District 6

The Mayor has considered the nomination of David McIntyre by Councilmember Montes and is seeking approval from the City Council of the appointment to the BGC. Per the Municipal Code, appointments will be for a term matching the nominating Council person, or until a replacement is appointed. The current Council term for Councilmember Montes ends on December 2, 2026. However, Councilmember Montes was appointed through Council action on August 20, 2026 to a new term ending December 4, 2030. If approved, Mr. McIntyre's appointment would be applicable for the additional four-year term, consistent with the Municipal Code. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact, as Committee members serve on a volunteer basis and receive no compensation.

ALTERNATIVES:

Council may direct staff to solicit additional volunteer applications for commission, board and committee service.

ATTATCHMENTS:

1. Resolution
2. Volunteer application for David McIntyre

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF DAVID MCINTYRE TO THE CITY OF MADERA BLOCK GRANT COMMISSION

WHEREAS, the City of Madera has established a Block Grant Commission (BGC) to serve in a volunteer capacity to fulfill duties as provided in their adopted bylaws; and

WHEREAS, BGC is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Councilmember Montes has nominated David McIntyre to be considered for appointment to the BGC for a term concluding December 4, 2030 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individuals and has endorsed the appointment of David McIntyre; and

WHEREAS, David McIntyre has expressed his desire to serve on the BGC.

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 Council approves the appointment of David McIntyre to the BGC for a term ending December 4, 2030, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * * *

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

__X__ ADA Advisory Council	__x__ Airport Advisory Commission
__X__ Beautification Committee	__x__ Civil Service Commission
__X__ CDBG Block Grant Commission	__x__ Loan Review Committee
__x__ Planning Commission	__X__ Transit Advisory Board
_____ Other: _____	

Please type or print in ink.

McIntyre	David	F.
LAST NAME	FIRST NAME	M.I.
[redacted]	Madera CA 93637	[redacted]
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]	Madera CA 93637	[redacted]
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
Avison Construction Inc.	Construction Foreman	[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 40 Months 5	Yes X No _____ * over 10 years ago, Expunged/Dismissed	Yes X No _____

Educational background:

Madera High School class of 2004

Fresno City College school of Fire Science and Technology 2006

Southern CA EMS Institute 2012: EMT/Paramedic

Fresno State Construction Managment 2018

Please list any organizations of which you are a member and any offices you have held in those organizations:

Operating Engineers Union Member (Local 3 Fresno)

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

none

I am interested in serving for the following reasons:
I have lived in Madera my entire life and am currently working and raising my family here in the community. I come from a family who has been involved politically and socially within the community, and i feel it is now time for myself to step up and be of service as well. I love this community and hope to help ensure it continues to thrive and grow.

References (optional):

Steve Montes - Madera City Council	[redacted]
Jose Rodriquez - Madera City Council	[redacted]
Bob Gran Jr. - Madera City Planning Commission/ Business Owner	[redacted]
Jim Santa Cruz - Avison Construction	[redacted]

8/23/26
Date

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

RETURN TO AGENDA

REPORT TO THE CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: B-5

SUBJECT

Second Reading and Adoption of Ordinance Text Amendment (OTA) 2026-04 to Amend the Provisions of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code Pertaining to Exterior Colors in Commercial Zone Districts.

RECOMMENDATION

The Planning Commission and staff recommend the City Council conduct a public hearing and act as follows:

1. Waive full reading and adopt by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC) pertaining to Exterior Colors in Commercial Zone Districts (CMC § 10-3.419).

SUMMARY:

An amendment of the City's zoning regulations requires two actions by the City Council (Council): the introduction of the Ordinance (first reading); and the adoption of the Ordinance (second reading). The Council waived the first reading and introduced by title only (OTA) 2026-04, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code at a public hearing held on October 7, 2026.

On May 20, 2026, the City Council adopted Ordinance No. 1021, adding Section 10-3.419 Exterior Colors in Commercial Zone Districts to Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC). At the same hearing, the Council also adopted accompanying Resolution No. 26-84, adopting a City-approved color palette for the painting of new buildings and repainting of existing buildings in Commercial Districts. The ordinance became effective on June 20, 2026.

Since adoption, concern of paint color on fencing has been brought to the attention of staff. The ordinance, as adopted, does not adequately address all structures, walls/fences and other vertical elements commonly found associated with commercial development, (e.g., flagpoles, ancillary buildings, solid waste enclosures, etc.).

In accordance with the provisions of CMC § 10-3.1500 et seq., staff prepared proposed amendments to the Zoning Regulations in the form of a draft ordinance. The draft was presented during a public hearing, on September 8, 2026, for consideration by the Planning Commission and a recommendation to the Council. Following the public hearing, the Commission adopted Resolution No. 2061 recommending the Council approve OTA 2026-04. Staff are presenting the ordinance proposed for adoption with minor changes to formatting and additional inclusionary language to provide better clarity respective to the areas of applicability, but which are substantially compliant and consistent with the intent and recommendation of the Commission.

ANALYSIS:

OTA 2026-04 would amend the Zoning Regulations (Chapter 3 of Title X: Planning and Zoning of the CMC), to amend standards for approval of exterior paint colors within Commercial Zones to include fences and vertical elements, including flagpoles, ancillary buildings, trash enclosures, etc.

Pursuant to Section 10-3.1502 of the City Municipal Code, an amendment to the Zoning Regulations may be initiated by the Director and referred to the Planning Commission for public hearing and recommendations to the Council. Accordingly, the Director initiated OTA 2026-02 to amend CMC § 10-3.419 Exterior Colors in Commercial Zone Districts to include all structures, walls/fences and other vertical elements commonly associated with commercial development, including flagpoles, ancillary buildings, trash enclosures, etc.

In accordance with the provisions of Sections 10-3.1507 and 10-3.1508 of the City Municipal Code (CMC), staff prepared the proposed amendments to the Zoning Regulations in the form of the draft ordinance and then scheduled a required public hearing before the Planning Commission for consideration and a recommendation to the City Council on the proposed amendment. The draft ordinance was presented to the Planning Commission on September 8, 2026. Following a public hearing, the Planning Commission adopted Resolution No. 2061, forwarding their recommendation for approval to the City Council.

In accordance with the provisions of CMC Section 10-3.1509, following receipt of the recommendation made by the Commission, the Council may adopt, revise or deny the amendment, or any part thereof, in such form as the Council may deem to be advisable.

ENVIRONMENTAL REVIEW:

The California Environmental Quality Act (CEQA) Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq.) specify that a “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. This proposal qualifies as a project under CEQA because it involves an

amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1) but has no direct or reasonably foreseeable indirect effect on the environment.

OTA 2026-04 does not authorize any particular activity beyond what will already have been evaluated for purposes of CEQA and is being implemented to address paint color in the Commercial Zones. Staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this "common sense" rule, it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, and therefore it is not subject to further environmental review.

COUNCIL ACTION:

The Council will be acting on OTA 2026-04. Staff and the Planning Commission recommend that the Council hold a public hearing and:

1. Waive full reading and adopt by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC) pertaining to Exterior Colors in Commercial Zone Districts (CMC § 10-3.419).

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Move to adopt, revise or deny the amendment, or any part thereof, in such form as the Council may deem to be advisable.
2. Move to refer the item back to staff and/or continue the public hearing to a future City Council meeting at a date and time certain with direction to staff to return with an updated staff report and/or Ordinance (Council to specify and articulate reasons for referral/continuance).
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Planning Commission Resolution No. 2061 (Recommendation)
2. City Council Ordinance

ATTACHMENT 1

Planning Commission Resolution No. 2061
(Recommendation)

RESOLUTION NO. 2061

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPT AN ORDINANCE AMENDING TITLE X OF CHAPTER 3: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE (CMC) REGARDING COMMERCIAL ZONE EXTERIOR PAINT COLOR (CMC § 10-3.4.415.1)

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, Section 10-3.1500 et seq. of the CMC contain provisions for amending or changing the Zoning Regulations contained in Title X, Chapter 3 of the CMC whenever the public necessity, convenience, general welfare, or good zoning practices require; and

WHEREAS, Section 10-3.415.1, is currently reserved; and

WHEREAS, pursuant to Section 10-3.1502 of the City Municipal Code, an amendment to the Zoning Regulations contained in Title X, Chapter 3 of the City Municipal Code, may be initiated by the Council by the Director and referred to the Planning Commission for public hearing and recommendations to the Council; and

WHEREAS, the City has determined that the project is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) and that no additional environmental analysis is required; and

WHEREAS, under the CMC, the Planning Commission (Commission) is a recommending body for Ordinance Text Amendments and will forward a recommendation to the Madera City Council (Council) on OTA 2026-04; and

WHEREAS, the City provided notice of the Commission meeting on September , 2026, as required by law; and

WHEREAS, the Commission received and independently reviewed OTA 2026-04 at the duly noticed meeting on September 8, 2026; and

WHEREAS, at the September 8, 2026, Commission meeting, a public hearing was held, the public was provided with an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, the Commission has independently completed its review of the staff report and documents submitted for OTA 2026-04, evaluated the information contained within the report and documents submitted, and considered testimony received as part of the public hearing process; and

WHEREAS, after due consideration of the items before it, the Commission now desires to adopt this Resolution recommending that the Council determine the project to be exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines and adopt an ordinance approving OTA 2026-01.

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

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

2. CEQA: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission recommends the City Council determine the project is exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the "Common Sense" exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, OTA 2026-01 does not authorize any particular activity beyond what will already been evaluated for purposes of CEQA and proposes amendments to local ordinance only for the purpose of implementing local policy. Any proposed future development or requests for discretionary extensions would be subject to CEQA analysis as mandated for project discretionary approvals. No further environmental analysis is required.

3. Recommendation: The Commission hereby recommends that the Council approve OTA 2026-04, amending the sections of Title X of Chapter 3 of the CMC enumerated herein and in substantially the form contained in Exhibit "A" attached hereto with addition of text as shown.

The following sections have been proposed for amendment:

- Reserved (CMC § 10-3.4.415.1);

4. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 8th day of September 2026, by the following vote:

AYES: Mohammad (M), Perez (S), Gran, Lopez-Maciel, Riche

NOES:

ABSTENTIONS:

ABSENT:

Robert Gran Jr.
Planning Commission Chairperson

Attest:

David Brletic
Planning Manager

Exhibit "A" – OTA 2026-04 Draft Ordinance

ATTACHMENT 2

City Council Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE (CMC) PERTAINING TO EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS (CMC § 10-3.419)

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City, including regulation of paint color, lie within the City's police power; and

WHEREAS, pursuant to the provisions of Section 10-3.1502 of the City Municipal Code (CMC) an amendment to the Zoning Regulations contained in Title X, Chapter 3 Planning and Zoning of the CMC may be initiated by the (Planning) Director whenever the public necessity, convenience, general welfare, or good zoning practices require; and

WHEREAS, in accordance with the provisions of CMC § 10-3.1502, the Community Development Director initiated the procedure for Ordinance Text Amendment (OTA) 2026-04, to amend the Zoning Regulations pertaining to the applicability of the standards for Exterior Colors in Commercial Zone Districts (CMC § 10-3.419); and

WHEREAS, a preliminary environmental assessment was performed, and the proposed project was found to be exempt pursuant to Section 15061(b)(3) (General Rule/Common Sense) of the California Environmental Quality Act (CEQA) Guidelines; and.

WHEREAS, pursuant to the provisions of Section 10-3.1500 et seq. of the CMC, the Planning Commission held a duly noticed public hearing for OTA 2026-04 on September 8, 2026, conducted a public hearing and after due consideration of all the items before it, adopted Resolution No. 2061 recommending that the Council approve OTA 2026-04; and

WHEREAS, in accordance with the provisions of CMC Section 10-3.1509, following receipt of the recommendation made by the Planning Commission, the Council shall set the matter for public hearing and may adopt the amendment, or any part thereof, set forth in the petition in such form as the Council may deem to be advisable; and

WHEREAS, the City provided notice of the Council hearing of October 7, 2026, on September 26, 2026, as required by law; and.

WHEREAS, the Council received and independently reviewed OTA 2026-04 at the regularly scheduled meeting of the Council held on October 7, 2026; and

WHEREAS, at the October 7, 2026, Council meeting, a public hearing was held, the public was provided the opportunity to comment, and evidence, both written and oral, was considered by the Council; and.

WHEREAS, after due consideration of the items before it, the Council now desires to approve OTA 2026-04 and adopt this Ordinance amending Chapter 3 of Title X: Planning and Zoning of the CMC by amending Section 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS.

NOW, THEREFORE, the City Council of the City of Madera ordains as follows:

1. Recitals: The City Council hereby finds that all of the facts set forth in the recitals are true and correct and are incorporated herein.

2. CEQA: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council has determined the project is exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the "Common Sense" exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, OTA 2026-04 does not authorize any particular activity beyond what will already have been evaluated for purposes of CEQA and proposes amendments to local ordinance only for the purpose of implementing local policy. Any proposed future development or requests for discretionary action would be subject to CEQA analysis as mandated for project discretionary approvals. No further environmental analysis is required.

3. Approval of OTA 2026-04: The Council hereby approves OTA 2026-04, and amends Subsection (A) of Section 10-3.419 (Exterior Colors in Commercial Zone Districts) of Chapter 3 of Title X of the CMC as follows:

§ 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS

This section sets standards for approval of exterior paint color for structures within Commercial Zones.

(A) *Applicability.* The standards of this section apply to:

(1) New buildings***, structures, walls/fences and vertical elements, including but not limited to flagpoles, accessory buildings, trash enclosures, etc.***;

(2) Additions ***or alterations*** to existing buildings***, structures, walls/fences and vertical elements, including but not limited to flagpoles, accessory buildings, trash enclosures, etc.***;

(3) Reconstruction of existing buildings***, structures, walls/fences and vertical elements, including but not limited to flagpoles, accessory buildings, trash enclosures, etc., for which destruction or demolition was*** caused by a natural disaster or other catastrophic event;

(4) Repainting of existing buildings***, structures, walls/fences and vertical elements, including but not limited to flagpoles, accessory buildings, trash enclosures, etc.***;

(5) Exception: This section shall not apply to remediation of vandalism, such as graffiti, provided the paint color substantially matches the existing building color.

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

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

6. Effective Date of Ordinance: This Ordinance shall be effective and of full force and effect at 12.01 a.m. on the thirty-first day after its passage.

* * * * *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: B-6

SUBJECT:

Amendment No. 1 to Services Agreement with CCS Facility Services – Fresno, Inc.

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 1 to the Agreement for Services with CCS Facility Services – Fresno, Inc., to increase janitorial services at the Frank Bergon Senior Center (FBSC) from three to five days per week

SUMMARY:

On January 15, 2025, the City Council adopted Resolution No. 25-02 awarding an agreement to CCS Facility Services – Fresno, Inc. (CCS) for professional janitorial services at various City facilities, including the FBSC. The Agreement currently provides nighttime janitorial service at the FBSC three days per week. Amendment No. 1 would increase service at the FBSC to five days per week, Monday through Friday, at a monthly cost of $1,310, an increase of $406.13 per month over the current rate.

DISCUSSION:

Under the Agreement, CCS provides daily service, Monday through Friday, at most City facilities. The FBSC was included in the original scope of work at three days per week (Tuesday, Wednesday, and Thursday). Under the current schedule, areas used on Mondays and Fridays, including restrooms, the dining room, and the kitchen, are not cleaned until the next scheduled service day. The City wishes to increase service to five days per week so the FBSC is cleaned after each day of operation, consistent with the daily service level provided at other City facilities. At the time of the execution of the janitorial agreement with CCS, the FBSC was open for programming three days per week. Since April 2025, the FBSC increased programing from three to five days. The requested action will align the janitorial schedule with routine facility use days.

The City requested updated pricing from CCS for two additional days of janitorial service at the FBSC. CCS provided pricing for five-day service, as noted on Table 1.

Table 1: *Frank Bergon Senior Center Pricing Proposal*			
Service Level	Service Days	Monthly Cost	Annualized Cost
Current – 3 days per week	Tuesday – Thursday	$903.87	$10,846.44
Proposed – 5 days per week	Monday – Friday	$1,310.00	$15,720.00
Total Increase	**+2 days per week**	**$406.13**	**$4,873.56**

In short, adding Monday and Friday service increases the cost for the Senior Center by $406.13 per month, or approximately $4,874 per year. On a per-service-day basis, the five-day rate is approximately 13 percent lower than the current three-day rate. The tasks performed on each service day do not change; the Amendment adds two service days per week. All weekly, monthly, quarterly, semi-annual, and annual tasks at the FBSC remain as specified in the Agreement.

FINANCIAL IMPACT:

Amendment No. 1 increases the monthly cost for the FBSC by $406.13, from $903.87 to $1,310. Consistent with the Agreement, the rate will increase by three percent on December 18, 2026, the start of contract Year 3, to $1,349.30 per month. Assuming five-day service begins November 1, 2026, the additional cost for the remainder of FY 2026/27 is approximately $3,330. Table 2 summarizes the estimated cost increase.

Table 2: *Estimated FY 2026/27 Cost*			
Period	Months	Monthly Increase	Total
November 1 – December 17, 2026 (Year 2)	1.5	$406.13	$609.20
December 18, 2026 – June 30, 2027 (Year 3)	6.5	$418.32	$2,719.08
Total FY 2026/27	**8.0**		**$3,328.28**

Funds for contract janitorial services are appropriated in the adopted FY 2026/27 budget in the Parks Facilities budget, 10206240. Staff does not anticipate additional appropriations will be needed for this service as staff will be using appropriated funds for the additional cost.

ALTERNATIVES:

As an alternative, Council may direct staff to seek pricing for a different service level at the FBSC or review additional service modifications for other City facilities.

ATTACHMENTS:

1. Resolution
    a. Exhibit A – Amendment No. 1 to Agreement for Services
2. Original Agreement

Attachment 1: Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES WITH CCS FACILITY SERVICES – FRESNO, INC. TO INCREASE JANITORIAL SERVICES AT THE FRANK BERGON SENIOR CENTER

WHEREAS, on January 15, 2025, the City Council adopted Resolution No. 25-02 awarding an Agreement for Services to CCS Facility Services – Fresno, Inc., for professional janitorial services at various City-owned facilities in response to Request for Proposals (RFP) No. 202324-01; and

WHEREAS, the Agreement provides janitorial services at the Frank Bergon Senior Center three (3) days per week, Tuesday through Thursday, at a current monthly rate of $903.87; and

WHEREAS, the City desires to increase janitorial services at the Frank Bergon Senior Center to five (5) days per week, Monday through Friday, and CCS Facility Services – Fresno, Inc., has agreed to provide such services at a monthly rate of $1,310.00, subject to the annual escalation provided in the Agreement; and

WHEREAS, Amendment No. 1 to the Agreement for Services has been prepared and is in the best interests of both the City and CCS Facility Services – Fresno, Inc.

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

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Services with CCS Facility Services – Fresno, Inc., attached hereto as Exhibit 1 and incorporated herein, is approved.
3. This resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A: Amendment No. 1 to Agreement for Services

AMENDMENT NO. 1
TO AGREEMENT FOR SERVICES
BETWEEN CITY OF MADERA AND
CCS FACILITY SERVICES – FRESNO, INC.

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2026, by and between the City of Madera, a municipal corporation ("City"), and CCS Facility Services – Fresno, Inc. ("Vendor").

WHEREAS, City and Vendor entered into that certain Agreement for Services for janitorial services dated January 15, 2025, and effective December 18, 2024, as approved by City Council Resolution No. 25-02 ("Agreement"); and

WHEREAS, the Agreement establishes the locations, frequency of janitorial services, and applicable fees for services provided at each location in Exhibit A, Scope of Work, and Exhibit B, Schedule of Compensation; and

WHEREAS, the City desires to increase janitorial services at the Frank Bergon Senior Center (FBSC) from three (3) days per week to five (5) days per week and Vendor has provided applicable pricing for said change.

NOW, THEREFORE, in consideration of the mutual covenants herein contacted, City and Vendor agree as follows:

SECTION 1. Exhibit A to the Agreement titled Workplan – Scope of Services and Scheduling is amended by modifying the service frequency listed in the table on page one of Exhibit A for Frank Bergon Senior Center "Daily Tasks Per FRM 202324-01" column from "TWT" to "MTWTF".

SECTION 2. Exhibit B to the Agreement titled Schedule of Compensation is amended by modifying Item 5, Frank Bergon Senior Center, to reflect "Daily (Monday through Friday)" in the "Frequency Column" and the pricing schedule for said facility will be modified effective November 1, 2026, to reflect a fee of $1,310.00 per month in the "Year 2" Column with the existing annual escalator applied to outlying years as illustrated below.

Table 1: *Monthly Fee for Revised Service Schedule at Frank Bergon Senior Center*

Year 2 (current)	Year 2 (effective 11/1/26)	Year 3	Optional Extension 1	Optional Extension 2	Optional Extension 3
$903.87	$1,310.00	$1,349.30	$1,389.78	$1,428.00	$1,467.27

SECTION 3. Except as amended by this Amendment No. 1, all terms and conditions of the Agreement shall continue in full force and effect.

SECTION 4. This Amendment No. 1 to Services Agreement shall be effective October 21, 2026.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the day and year first above written.

CITY OF MADERA
a municipal corporation

By: _____
Cecelia K. Gallegos, Mayor

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

CCS FACILITY SERVICES – FRESNO, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 2: Original Agreement

RESOLUTION NO. 25-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING AN AGREEMENT FOR JANITORIAL SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS (RFP) NO. 202324-01 TO CCS FACILITY SERVICES

WHEREAS, the City contracts for professional janitorial services at various City-owned facilities and published a Request for Proposals seeking such services; and

WHEREAS, the City received ten (10) proposals to provide requested services that were deemed responsive and timely; and

WHEREAS, the City awarded an agreement to the first ranked vendor on October 30, 2024, however said vendor was not able to meet the contract requirements and was terminated; and

WHEREAS, after evaluation and scoring of the proposals as set forth in the RFP, CCS Facility Services -Fresno, Inc., received the second-highest weighted total score and has the desired experience and capabilities to provide the requested services; and

WHEREAS, the City desires to retain CCS Facility Services – Fresno, Inc., for such services; and

WHEREAS, CCS Facility Services -Fresno, Inc., desires to provide such services to the City; and

WHEREAS, an agreement for Professional Janitorial Services has been prepared that is in the best interests of both the City and CCS Facility Services – Fresno, Inc.

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

1. The above recitals are true and correct.
2. The City Council awards an agreement to CCS Facility Services – Fresno, Inc., for Professional Janitorial Services, and approved said agreement attached hereto as Exhibit 1 and incorporated herein.
3. The resolution is effective immediately upon adoption.

* * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 15th day of January 2025 by the following vote:

AYES:	Mayor Gallegos, Councilmembers Rodriguez, Montes, Evans, Mejia and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	District 1 Vacant

APPROVED:

CECELIA K. GALLEGOS, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

AGREEMENT FOR SERVICES
BETWEEN
CITY OF MADERA
AND
CCS FACILITY SERVICES – FRESNO, INC.

This Services Agreement, (hereinafter referred to as the "Agreement"), made and entered into the 15th day of January, 2025, between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and CCS Facility Services – Fresno, Inc., (hereinafter referred to as "Vendor").

RECITALS

A. City desires to obtain Janitorial Services ("Services") and issued Request for Proposals (RFP) 202324-01 for said Services.

B. Vendor submitted a proposal in response to RFP 202324-01 demonstrating it is a firm specializing in providing Janitorial Services with the necessary experience to provide desired Services to the City.

C. City desires to retain Vendor, and Vendor desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Vendor agree as follows:

TERMS AND CONDITIONS

1. Term.

This Agreement shall be effective beginning on December 18, 2024, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect for three (3) years unless otherwise terminated by the City. The agreement term may be extended by the City Manager in writing for a period not to exceed three (3) additional one-year extensions.

2. Scope of Work. Vendor shall provide Services described in **Exhibit A** which is attached and incorporated by reference. Such services will begin after satisfactorily completing all contract and RFP requirements and a notice to proceed is issued by the City.

2.1 Vendor acknowledges and agrees that any Services Vendor provides to City shall be on a non-exclusive basis.

2.2 The parties acknowledge and agree that the Vendor, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise Vendor's independent judgment and shall not take

direction, directly or indirectly, in connection therewith from the City Manager, the Mayor, the City Council (or any member thereof), or any other person.

2.3 Vendor represents and warrants that Vendor is qualified to provide services described in **Exhibit A** meeting all experience, training, and current requirements thereunder.

2.4 Vendor acknowledges and agrees that Vendor's assigned staff providing services must submit to and satisfactorily complete background checks with the Madera Police Department before providing services in any City building. No staff may be assigned to provide services, even on a temporary or substitute basis, without completing this requirement. Vendor may arrange for background checks of as many staff as needed to fulfill the requirements of this agreement.

3. Compensation. City shall pay Vendor as follows:

3.1 Vendor shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.

3.2 Vendor shall bill City monthly and submit billing to City within five days from the end of each month. For each billing received by the fifth day of the month, the City shall make payment therefore by the 22nd day of the month. Billings submitted to City must be itemized by location.

3.3 Billings shall be submitted by email or postal mail to:

Vonny McPherson, Administrative Assistant
Public Works Department, City of Madera
1030 S. Gateway Drive
Madera, CA 93637
Email: lmcpherson@madera.gov

4. Termination. Remedies and Force Majeure.

4.1 This Agreement shall terminate without any liability of City to Vendor upon thirty (30) business days prior written notice by City to Vendor. This Agreement shall terminate without any liability of Vendor to City upon sixty (60) days prior written notice to City by Vendor.

4.2 In the event of such termination, Vendor shall be paid for all services provided to the City to date of termination.

4.3 Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental

damages for the breach of the Agreement.

4.4 Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Vendor and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Vendor shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence. Such notice shall be provided in accordance with Section 11. Notices of this agreement.

5. Indemnification and Insurance.

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

5.2 Insurance. Vendor shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Vendor shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. Conflict of Interest. Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit D**.

6.1 Vendor 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.

6.2 Vendor 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.*).

6.3 Vendor represents and warrants that as of the effective date hereof, Vendor represents no client whose interests are adverse to the City's.

6.4 This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Vendor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Vendor will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Vendor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Vendor is performing his respective obligations in accordance with the terms hereof.

9.1 Because of his status as an independent contractor, Vendor shall have absolutely no right to employment rights and benefits available to City employees. Vendor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together

with his other obligations under this Agreement, Vendor shall be solely responsible for all matters relating to employment and tax withholding for and payment of Vendor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Vendor may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Vendor and City. Unless specifically provided for herein, the Vendor shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Vendor shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth herein. Parties may at any time provide written notice consistent with this Section 11 modifying the designated person or delivery location.

11.1 Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4th) calendar day following date of deposit in the United States mail, properly addressed and postage prepaid.

11.2 Designated City contact for notices:

Arnoldo Rodriguez, City Manager
City of Madera
205 W. 4th Street
Madera, CA 93637

11.3 Designated Vendor contact for notices:

CCS Facility Services
Bob Bertuccelli
2695 North Fowler, Suite 110
Fresno, CA 93727

12. **Assignment.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Vendor shall not assign the payment of any monies due Vendor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Vendor directly to Vendor.

13. **Non-Solicitation.** Vendor represents and warrants that Vendor has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.

14. **Compliance with Law.** In providing the services required under this Agreement, Vendor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. **General Provisions.**

    19.1 Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

19.2 The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19.3 The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4 In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5 The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. **Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between City and Vendor. This Agreement may be modified only by written instrument duly authorized and executed by both City and Vendor.

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

CITY OF MADERA
a municipal corporation

By: _____
Cece Gallegos, Mayor

Date: 01/15/25

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

CCS FACILITY SERVICES

By: _____
Cameron Hall

Date: January 14. 2025

Date: 1/16/25

Date: 1/15/25

Exhibits:

Exhibit A - Scope of Work
Exhibit B - Schedule of Compensation
Exhibit C - Insurance Requirements
Exhibit D - Conflict of Interest Disclosure Form

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Workplan - Scope of Services and Scheduling

SITE DESCRIPTION	DAILY TASKS PER RFP 202324-01	WEEKLY TASKS
CITI HALL	MTWTF	X
CITI HALL, FINANCE DEPARTMENT / ATTORNEY OFF.	MTWTF	X
PUBLIC WORKS	MTWTF	X
INTERMODAL	MTWTF	X
FRANK BERGON SENIOR CENTER	TWT	X
PAN-AMERICAN COMMUNITY CENTER	MTWTF	X
PARKS & COMMUNITY DEVELOPMENT – 1ST FLR	MTWTF	X
PARKS & COMMUNITY DEVELOPMENT – 2ND FLR	MTWTF	X
POLICE DEPARTMENT	MTWTF	X
PD SIU	MTWTF	X
MUNICIPAL AIRPORT	2 DAYS	
WASTEWATER TREATMENT PLANT	2 DAYS	
ENGINEERING OFFICE	MTWTF	X
MADERA TRANSIT CENTER	MTWTF	X

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

D. Required service level and frequency for each affected City facility is as follows:

1) Perform Daily (as specified in Attachment C, City of Madera Locations List)

a) Vacuum all carpeted areas.

b) Dust mop or sweep all bare floors.

c) Spot clean carpets. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

d) Empty all waste baskets and install fresh plastic liners. Dispose of all trash in on-site exterior trash bins.

e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate on-site exterior recycling bins. Materials in recycling bins shall not be co-mingled with materials in trash bins (black or grey cans).

f) Empty all shredder bins, replace linters as they become damaged, and dispose of contents in appropriate on-site exterior recycling bins.

g) Wipe microwaves inside and out with daily cleaner appropriate to the surface type.

h) Clean and wipe breakroom tables and exterior refrigerator door handles with disinfectant appropriate to the surface.

i) Clean glass/plexiglass partitions, mirrors, restroom partitions, glass doors (inside/out), etc. with daily cleaner appropriate to the surface type.

j) Clean and wipe all door jambs, doorknobs, light switches, and counters with disinfectant appropriate to the surface.

k) Clean and sanitize all sinks (in restrooms and breakrooms), toilets, and urinals. Wet mop all restroom floors with disinfectant solution. This includes removal of dirt build-up and hard water deposit.

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

l) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).

m) Contractor shall notify the City's contract manager when batteries on automatic dispensers need to be replaced, as well as when the dispensers fail to operate. Batteries will be provided and maintained by City staff.

n) Clean all conference room tables and City Council Chambers dais surfaces and wipe with disinfectant appropriate to the surface.

o) Clean, disinfect, and polish drinking fountains.

p) Check urinal deodorant blocks and replace as needed.

q) Clean janitorial closets and/or storage areas and maintain all supplies in an organized manner.

r) Ensure restrooms have access to at least one (1) extra roll of toilet paper, one (1) extra pack of toilet seat covers, and one (1) extra roll of paper towels in each restroom.

2) <u>Perform Weekly:</u>

a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared from desks and tabletops, lockers, shelves, and cabinets. This includes front-facing surfaces of desks.

b) Clean and sanitize telephones and cabinetry/desk handles and drawer pulls.

c) Wet mop Central Supply Room at Public Works.

d) Buff all waxed bare floors.

e) Remove interior cobwebs.

f) Clean display surface of any conference room or City Council Chamber televisions or display screens with appropriate technology surface cleaner to remove smudges.

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

g) In all conference rooms and the City Council Chambers, vacuum all fabric chairs and wipe vinyl/leather chairs with appropriate surface cleaner. Spot clean chairs as necessary. Any areas where spot cleaning was attempted but soiling was not remedied must be reported to the City janitorial contract manager by the next business day.

3) Perform Monthly:

a) Scrub, wax and buff all bare floors.

b) Dust all interior walls and spot clean as needed.

c) Wipe clean all interior doors with appropriate cleaner for surface.

d) Clean interior and exterior of all windows. This includes cobweb removal on exterior windows.

e) Dust all mini blinds.

f) Dust and clean baseboards.

4) Perform Quarterly:

a) Conduct walk-thru inspection of each site with assigned personnel to document any deficiencies or validate compliance with terms of the contract. Contractor must submit documentation to the City's contract manager at the completion of the quarterly walk-thru inspections.

b) In the event that results of the janitorial service are considered unsatisfactory by the City representative, the vendor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

5) Perform Semi-Annually (twice per year):

a) Shampoo carpet twice per year. Shampoo service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized. The term "shampoo carpets" shall mean to clean carpets by wet extraction methodology common to the industry. This may

Representative Janitorial Scope of Work

CCS Facility Services will follow City of Madera's exact cleaning specifications as listed on RFP 202324-01.

include pretreatment of large or significant soiled areas or areas not remedied by daily spot cleaning. Furniture will be moved by City staff.

b) Strip, seal, and wax all bare floors every six months which shall be scheduled through City staff member assigned to administer the janitorial services contract, before each job is authorized.

c) Terrazzo floors shall be cleaned and finish sealant applied every six months. Terrazzo cleaning service shall be scheduled through City staff member assigned to administer the janitorial services contract before each job is authorized.

d) Clean light fixture lenses in City Hall Conference Room and City Hall Administration.

6) Perform Annually:

a) Shampoo all fabric conference room chairs annually which shall be scheduled through City contract manager. The term "shampoo all fabric conference room chairs" shall mean to clean chairs by wet extraction methodology common to the industry. This may include pretreatment of large or significant soiled areas or areas not remedied by prior spot cleaning.

7) Additional Services

a) City may request additional cleaning outside the normal scheduled work. If requested, the appropriate crew should be able to respond within two (2) hours of contact (Monday through Friday from 8:00 a.m. to 5:00 p.m.) The fee for any additional services must be submitted as an hourly rate.

8) Optional Services*

a) City may request emergency cleaning outside the normal daily scope of work outside of normal business hours. If requested, the appropriate crew should be able to respond within two (2) hours of contact (**other than** Monday through Friday 8:00 a.m. to 5:00 p.m.) The fee for any additional services must be submitted as an outside normal business hours emergency hourly rate.

Exhibit B - Schedule of Compensation

Proposer hereby proposes to deliver to and provide janitorial services for the City of Madera, various locations, equipment, and services in accordance with the published specifications, for the following prices. For each City facility, bidder must provide total monthly/annual cost for all labor, material, and supplies (tax included) as specified in RFP.

REVISED Cost Proposal for City of Madera IFB 202324-01, Professional Janitorial Services			Year 1		Year 2		Year 3		Optional Extention 1		Optional Extention 2		Optional Extention 3	
Item	Facility	Frequency	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
1	City Hall 205 West 4th Street	Daily (Monday through Friday)	$ 2,175.00	$ 26,105.77	$ 2,240.75	$ 26,888.95	$ 2,307.97	$ 27,695.61	$ 2,377.21	$ 28,526.48	$ 2,442.58	$ 29,310.96	$ 2,509.75	$ 30,117.01
2	City Hall, Finance Department/Attorney Offices 205 West 4th Street	Daily (Monday through Friday)	$ 1,027.00	$ 12,319.95	$ 1,057.46	$ 12,689.55	$ 1,089.19	$ 13,070.23	$ 1,121.86	$ 13,462.34	$ 1,152.71	$ 13,832.55	$ 1,184.41	$ 14,212.95
3	Public Works, 1030 South Gateway Drive	Daily (Monday through Friday)	$ 2,151.00	$ 25,812.42	$ 2,215.57	$ 26,586.80	$ 2,282.03	$ 27,384.40	$ 2,350.49	$ 28,205.93	$ 2,415.13	$ 28,981.60	$ 2,481.55	$ 29,778.59
4	Intermodal 123 North E Street	Daily (Monday through Friday)	$ 893.00	$ 10,719.98	$ 920.13	$ 11,041.58	$ 947.74	$ 11,372.82	$ 976.17	$ 11,714.01	$ 1,003.01	$ 12,035.14	$ 1,030.59	$ 12,367.14
5	Frank Bergon Senior Center 238 South D Street	Three days per week (Tuesday, Wednesday, and Thursday)	$ 878.00	$ 10,530.51	$ 903.87	$ 10,846.42	$ 930.98	$ 11,171.81	$ 958.91	$ 11,506.97	$ 985.28	$ 11,823.41	$ 1,012.38	$ 12,148.55
6	Pan-American Community Center 703 East Sherwood Way	Daily (Monday through Friday)	$ 1,484.00	$ 17,802.66	$ 1,528.06	$ 18,336.74	$ 1,573.90	$ 18,886.84	$ 1,621.12	$ 19,453.45	$ 1,665.70	$ 19,988.42	$ 1,711.51	$ 20,538.10
7	Parks & Community Devopment/Youth Center, 1st Floor 701 East 5th Street	Daily (Monday through Friday)	$ 4,432.00	$ 53,189.51	$ 4,565.43	$ 54,785.19	$ 4,702.40	$ 56,428.75	$ 4,843.47	$ 58,121.61	$ 4,976.66	$ 59,719.96	$ 5,113.52	$ 61,362.25
8	Parks & Community Devopment/Youth Center, 2nd Floor 701 East 5th Street	Daily (Monday through Friday)	$ 1,021.00	$ 12,251.95	$ 1,051.63	$ 12,619.51	$ 1,083.17	$ 12,998.10	$ 1,115.67	$ 13,388.04	$ 1,146.35	$ 13,756.21	$ 1,177.88	$ 14,134.51
9	Police Department 330 South C Street	Daily (Monday through Friday)	$ 3,899.00	$ 46,784.98	$ 4,015.71	$ 48,188.53	$ 4,136.18	$ 49,634.19	$ 4,260.27	$ 51,123.22	$ 4,377.43	$ 52,529.10	$ 4,497.80	$ 53,973.66
10	PD SIU 330 S C St	Daily (Monday through Friday)	$ 963.00	$ 11,557.74	$ 992.04	$ 11,904.47	$ 1,021.80	$ 12,261.61	$ 1,052.45	$ 12,629.46	$ 1,081.40	$ 12,976.77	$ 1,111.14	$ 13,333.63
11	Municipal Airport 4020 Aviation Drive	2 days per week	$ 718.00	$ 8,614.34	$ 739.40	$ 8,872.77	$ 761.58	$ 9,138.96	$ 784.43	$ 9,413.13	$ 806.00	$ 9,671.99	$ 828.16	$ 9,937.97
12	Wastewater Treatment Plant 13048 Road 21 1/2	2 days per Week	$ 1,106.00	$ 13,268.23	$ 1,138.86	$ 13,666.28	$ 1,173.02	$ 14,076.27	$ 1,208.21	$ 14,498.56	$ 1,241.44	$ 14,897.27	$ 1,275.58	$ 15,306.94
13	Engineering Office 428 E Yosemite Ave.	Daily (Monday through Friday)	$ 1,522.00	$ 18,262.10	$ 1,567.50	$ 18,809.96	$ 1,614.52	$ 19,374.26	$ 1,662.96	$ 19,955.49	$ 1,708.69	$ 20,504.26	$ 1,755.68	$ 21,068.13
14	Madera Transit Center 1951 Independence Dr	Daily (Monday through Friday)	$ 1,729.00	$ 20,743.76	$ 1,780.51	$ 21,366.07	$ 1,833.92	$ 22,007.06	$ 1,888.94	$ 22,667.27	$ 1,940.88	$ 23,290.62	$ 1,994.26	$ 23,931.11

Optional Services		Year 1	Year 2	Year 3	Optional Extention 1	Optional Extention 2	Optional Extention 3
Item	Description	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
A	Emergency Hourly Rate (response within two (2) hours of contact Monday through Friday from 8:00 a.m. to 5:00 p.m.)	$ 45.00	$ 45.00	$ 45.00	$ 50.00	$ 50.00	$ 50.00
B	Outside Normal Business Hours Emergency Hourly Rate (response within two (2) hours of contact any time other than Monday through Friday from 8:00 a.m. to 5:00 p.m.)	$ 55.00	$ 55.00	$ 55.00	$ 60.00	$ 60.00	$ 60.00

Proposals shall be valid for a minimum of 180 days following submission.

BID PROPOSAL AUTHORIZATION

Date	12/12/2024
Company Name	CCS Facility Services
Street Address	2695 N Fowler Ave
City/State/Zip	Fresno, CA 93727
Federal Tax ID Number	20-5877574
Phone Number	(669) 328-4278
Person Preparing Proposal	Bob Bertuccelli
Title	Business Development Manager
Email Address	bbertuccelli@ccsbts.com
Signature of Person Preparing Proposal	#UNKNOWN!

EXHIBIT C
INSURANCE
REQUIREMENTS

A. Insurance Requirements.

Vendor 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 forms CG 20 10 to provide 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 Vendor 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. Vendor 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.

Maintenance of Coverage

Vendor 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 Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

Proof of Insurance

Vendor 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 Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor 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)

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

Specifications not Limiting

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

Notice of Cancellation

Vendor 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

Vendor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Vendor 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 D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

Cameron Hall
Signature

Cameron Hall
(name)

3001 Red Hill Ave. 6-220
(address)

Costa Mesa, CA 92626
(city state zip)

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: B-7

SUBJECT:

Pacific Gas & Electric (PG&E) Charitable Contribution Donation Program

RECOMMENDATION:

Adopt Resolutions:

1. Accepting Pacific Gas & Electric Company's Charitable Contribution Donation of $5,000 for the Mayor's Christmas Concert
2. Amending the Fiscal Year 2026/2027 Operating Budget, approving related line items for the revenue and expenditure associated with the Mayor's Christmas Concert

SUMMARY:

The City submitted a charitable contribution request in September 2026 for consideration through Pacific Gas and Electric's (PG&E) Charitable Contribution Application program. PG&E generously awarded the City $5,000 to support the Mayor's Christmas Concert.

DISCUSSION:

PG&E's charitable giving program is dedicated to building safer and more resilient communities. Through the charitable giving program, PG&E invests in areas such as:

- Emergency preparedness; safety and resiliency; food insecurity; and justice, equity and inclusion
- Climate resiliency; environmental stewardship; and land, air, and water quality
- STEM education, workforce development, and support for small businesses.

PG&E's donation of $5,000 will support a Mayor's Christmas Concert, with the intent that this event will establish a new annual community tradition in the City. The free community event is planned to be held at the Madera South High School (MSHS) Cafeteria on December 12, 2026.

During the regular Council meeting held on October 7, 2026, staff reported on the Mayor's Christmas Concert, specifically the need for a facility use permit and ratifying the PG&E application for funds. Council approved Resolution 26-184, which reflects the approval of the facility use agreement with MUSD for use of the cafeteria for the event, as well as the ratification of the application with PG&E for $5,000.

On October 15, 2026, staff was notified of the donation award of $5,000 to be used towards the Mayor's Christmas Concert event. As previously mentioned, the event is envisioned to unite families, celebrate local talent, and provide a free holiday experience for residents of all ages by bringing the community together through music, and the spirit of giving. The Mayor's Christmas Concert aims to:

- Provide a free holiday event for Madera families;
- Showcase talented local school choirs, musicians, and community performers;
- Encourage community pride and togetherness during the holiday season;
- Establish a new annual holiday tradition for the City of Madera; and
- Promote partnerships between local businesses, schools, nonprofit organizations, and the City.

In recognition of their donation, PG&E will receive:

- Recognition as the Presenting Sponsor of the First Mayor's Christmas Concert.
- Logo placement on all event advertising, posters, flyers, and digital promotions.
- Recognition in the official concert program.
- Acknowledgment during the Mayor's welcome remarks and throughout the event.
- Recognition on the City of Madera's website and social media platforms.
- Inclusion in media releases and promotional announcements.
- Opportunity to host a community information table during the concert.

FINANCIAL IMPACT:

The charitable contribution will reimburse the City for expenditures related to the Mayor's Christmas Concert. This may include facility use fees, promotional materials, and staff time.

As the event parameters are still being defined, the specific dollar value of staff time and facility use fees is unknown.

Staff is requesting amending the Fiscal Year 2026/27 Operating Budge to reflect the donation and expenditure line items accordingly. The Mayor's Christmas Concert will be budgeted in 10201000.

ALTERNATIVES:

The Council may elect not to accept PG&E's $5,000 charitable contribution, at which point the City may have to revert funds to PG&E.

ATTACHMENTS:

1. Resolution – Accepting Pacific Gas & Electric Company's Charitable Contribution Donation of $5,000 for the Mayor's Christmas Concert
2. Resolution – Amending the Fiscal Year 2026/2027 Operating Budget, approving related line items for the revenue and expenditure associated with the Mayor's Christmas Concert

ATTACHMENT 1

Resolution – Pacific Gas & Electric Company's Charitable Contribution Donation of $5,000 for the Mayor's Christmas Concert

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING PACIFIC GAS & ELECTRIC COMPANY'S CHARITABLE CONTRIBUTION DONATION OF $5,000 FOR THE MAYOR'S CHRISTMAS CONCERT

WHEREAS, the City applied for funding through a Pacific Gas & Electric Company Charitable Contribution Application submitted in September 2026; and

WHEREAS, the application was for the Mayor's Christmas Concert at a requested amount of $5,000; and

WHEREAS, on October 15, 2026, staff received notification that the application has been approved; and

WHEREAS, the Program is funded by both PG&E Company itself, and by the PG&E Corporation Foundation, an independent 501(c)3 non-profit foundation; and

WHEREAS, the $5,000 charitable donation is to be used for the Mayor's Christmas Concert, planned for December 12, 2026.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The charitable donation provided by Pacific Gas & Electric Company of $5,000 is accepted.
3. This resolution is effective immediately upon adoption.

* * * * * * * *

ATTACHMENT 2

Resolution – Amending the Fiscal Year 2026/2027 Operating Budget, approving related line items for the revenue and expenditure associated with the Mayor's Christmas Concert

RESOLUTION NO. 26 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE FISCAL YEAR 2026/2027 OPERATING BUDGET, APPROVING RELATED LINE ITEMS FOR THE REVENUE AND EXPENDITURE ASSOCIATED WITH THE MAYOR'S CHRISTMAS CONCERT

WHEREAS, the City Council previously approved the Operating City-wide Budget for 2026/27 Fiscal Year; and

WHEREAS, the City has been notified of a $5,000 charitable donation contribution by PG&E to be utilized towards the Mayor's Christmas Concert; and

WHEREAS, an amendment to the City's Adopted Budget for the 2026/27 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for the related donation and expenditures of the event.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the necessary entries to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

*****

EXHBIT A
CITY OF MADERA

Budget Appropriations: Res. 26-_____

Budget Transfer & Amendment for Fiscal Year 2026/27

FUND	ORG CODE	OBJECT CODE		DESCRIPTION	(+)	(-)
General Fund	COUNCIL					
	10201000	4301		Donations		$ 5,000
	10201000	6409	CCON	Community Outreach	5,000	
					$ 5,000	**$ 5,000**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: C-1

SUBJECT:

Workshop Regarding Immigration Matters and Existing Practices

RECOMMENDATION:

Receive an informational report regarding existing City policies, immigration-related practices; and provide direction to staff as appropriate

SUMMARY:

At the October 7, 2026, City Council meeting, Council requested a workshop to review the City's current efforts to assist immigrant residents and the availability of immigration-related services. The request followed heightened public concern regarding recent increasing Immigration and Customs Enforcement (ICE) activity in Madera and surrounding communities.

For context, the City previously addressed immigration-related matters through its compliance with the California Values Act (Senate Bill 54) and the adoption of Resolution No. 25-51 on March 5, 2025, formally designating Madera as a Welcoming City for All.

This report summarizes existing policies and Council actions, clarifies the City's responsibilities, identifies available community resources and organizations, and allows for Council deliberation on additional efforts to support residents seeking information and assistance on immigration-related services.

DISCUSSION:

Previous Council Action

The City has a history of recognizing matters involving immigration policies, community inclusion, and the relationship between local government and federal immigration authorities.

In 2018, the City Council unanimously adopted a resolution urging Congress to support legislation concerning the Development, Relief, and Education for Alien Minors (DREAM) Act and Deferred Action for Childhood Arrivals (DACA).

More recently, on January 15, 2025, Council directed staff to review the City's policies regarding immigration enforcement and the use of municipal resources. The request followed concerns arising from changes in federal immigration policies and increased immigration enforcement activity. On March 5, 2025, the City Council adopted Resolution No. 25-51, formally designating Madera as a Welcoming City for All. The resolution affirmed the City's commitment to treating residents with dignity and respect, maintaining access to municipal services, and providing public safety regardless of immigration status. It also acknowledged existing protections under California law, including Senate Bill 54.

The Welcoming City designation does not establish Madera as a sanctuary jurisdiction or authorize the City to prevent lawful federal immigration enforcement activities. The resolution affirms the City's commitment to providing municipal services and maintaining public safety in accordance with applicable laws.

California Values Act (Senate Bill 54)

The California Values Act, commonly referred to as SB 54, became effective January 1, 2018, and establishes statewide restrictions on the use of State and local law enforcement resources for federal immigration enforcement purposes. As a California municipality, the City is required to comply with SB 54, regardless of its designation as a Welcoming City.

Under SB 54, local law enforcement agencies are generally prohibited from using personnel or resources to perform immigration enforcement functions, except as expressly permitted by law. These restrictions include:

- Inquiring into an individual's immigration status for immigration enforcement purposes.
- Detaining an individual solely on the basis of a civil immigration hold request.
- Making arrests based on civil immigration warrants.
- Participating in immigration enforcement activities except as authorized by law.
- Sharing certain personal information, including home or work addresses, for immigration enforcement purposes unless disclosure is permitted by law.
- Providing custody release information to federal immigration authorities except under circumstances authorized by law.

SB 54 does not restrict the City's ability to enforce criminal laws, investigate criminal activity, or respond to public safety emergencies. However, it limits local law enforcement participation in federal immigration enforcement activities, subject to specific exceptions under State law.

The legislation also does not prohibit federal immigration authorities from conducting operations within City limits. ICE operates independently of the Madera Police Department, and the City does not direct or control federal immigration enforcement activities.

Recent Court Action

It is worth noting that the City derives its powers from the state, and the state cannot regulate ICE. For example, the state recently enacted legislation that, among others, purported to require ICE to show identification and prohibiting the use of face masks. However, just last Wednesday, October 14 the 9th Circuit Court of Appeals affirmed that "If a state law directly regulates the governmental conduct of the United States without congressional authorization, it is **void** irrespective of whether the regulated activities are essential to federal functions or operations, and irrespective of the degree to which the state law interferes with such functions or operations." As a result the law is clear that the City cannot legally regulate ICE activities within City limits.

Recent Community Concerns

More recently, increased federal immigration enforcement activity in Madera and surrounding cities has prompted community concern regarding public safety, the City's involvement in enforcement operations, and the potential effects on residents and families.

During the October 7, 2026, City Council meeting, Council requested a workshop to review existing City policies, identify local resources and services available to immigrant residents. The workshop will provide an opportunity to clarify the City's responsibilities under applicable law, review available community resources, and consider whether additional assistance or coordination is warranted.

Existing Immigration-Related Services and Community Resources

The City does not administer federal immigration programs or determine immigration status. However, it may provide general information and referrals to organizations offering immigration-related services. Such requested services may include legal consultations, citizenship and naturalization assistance, immigration application support, family-based immigration matters, outreach and educational resources, subject to eligibility and available resources. It is noted that there are several existing organizations serving Madera and the surrounding region but the City does not directly provide assistance.

The City has participated in a public forum and discussions with local coalitions and advocacy groups, during which staff provided information regarding the City's public safety responsibilities and its role in relation to federal immigration enforcement. Participating organizations also discussed available community resources, services, and potential partnerships to assist residents seeking immigration-related information and support.

Potential Opportunities for Additional Assistance

Building upon the City's existing policies and Welcoming City designation, at the October 7, 2026 meeting, Council expressed interest in exploring opportunities to assist families and individuals impacted by immigration enforcement actions.

Potential approaches may include increased communication, maintaining and distributing a list of immigration-related resources, coordinating educational workshops with qualified service providers, or exploring partnerships with community organizations.

The City could also evaluate opportunities to make existing facilities available for informational events, consistent with established facility-use policies and available resources. Any proposed expansion of City involvement would require further review of staffing capacity, funding, legal requirements, and the respective responsibilities of participating organizations.

Council Discussion and Direction

The workshop provides an opportunity for Council to review the City's existing policies and previous actions in response to immigration enforcement. Staff is seeking Council direction regarding any future outreach, coordination, or support efforts. Any proposed programs or initiatives requiring additional City resources or formal agreements would be brought back to Council for consideration, as appropriate.

FINANCIAL IMPACT:

There is no direct financial impact associated with receiving this report or conducting the workshop beyond existing staff time. Any future initiatives involving additional City services, community partnerships, or programs would require further evaluation and, as applicable, subsequent Council authorization.

ATTACHMENTS:

1. Resolution 18-11, Supporting the Dream Act and DACA
2. Resolution 25-51, Designating the City of Madera a Welcoming City for All

RESOLUTION NO. 18-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, SUPPORTING THE DREAM ACT AND THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS

WHEREAS, it is recognized that over 800,000 immigrant youth are in jeopardy of losing their ability to legally work in these United States. It is also recognized that there are over 11 million immigrants waiting for a path to citizenship in the United States.

WHEREAS, with the elimination of Deferred Action for Childhood Arrivals (DACA), the result will force immigrant youth into seclusion and in the shadows of society.

WHEREAS, it is well documented that 97% of immigrant youth who benefited from DACA are either employed and/or enrolled in school and contribute to society.

WHEREAS, the beneficiaries of DACA would have contributed $460.3 billion to the U.S. gross domestic product over the next 10 years.

WHEREAS, let's be reminded that the Development Relief and Education for Alien Minors (DREAM) Act is a bipartisan legislation introduced both in the United States Senate and the House of Representatives, provides a permanent solution and peace of mind to immigrant youth who were brought to the United States as infants, children and adolescents and who have since grown up in our State and called our country home.

WHEREAS, deporting immigrant youth, who are protected under DACA, is unfair and a violation of our values and beliefs as a nation.

WHEREAS, we call on Congress to pass comprehensive immigration reform which would benefit the residents of Madera and the Central San Joaquin Valley.

WHEREAS, let it be resolved that the Madera City Council stands in support of the passage of S. 1615 and H.R. 3440, Dream Act of 2017, a bill that will allow thousands of young students that have lived in the United States for years and call it home, to realize their education "DREAM" by providing a path to legalizing their immigration status.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.

2. The Madera City Council states its support and urges the passage of (S. 1615) and (H.R. 3440) the Development, Relief, and Education for Alien Minors (DREAM) Act of 2017.

3. This resolution is effective immediately upon adoption.

* * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 17th day of January, 2018 by the following vote:

AYES: Mayor Medellin, Council Members Foley Gallegos, Rigby, Oliver, Rodriguez, Holley.

NOES: None.

ABSTENTIONS: None.

ABSENT: Council Member Robinson.

APPROVED:

ANDREW J. MEDELLIN, Mayor

ATTEST:

SONIA ALVAREZ, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO LEGAL FORM:

BRENT RICHARDSON, City Attorney

RESOLUTION NO. 25-51

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DESIGNATING THE CITY OF MADERA A WELCOMING CITY FOR ALL, AND DECLARING THE CITY OF MADERA A PLACE OF TRUST AND DIGNITY FOR ALL RESIDENTS

WHEREAS, the City of Madera recognizes its long and rich history of immigrants who have contributed to our local economy and have become leaders in agriculture, the military, education, business, healthcare, and other professions; and

WHEREAS, the City of Madera is a diverse City with many foreign-born residents, including undocumented immigrants, who face challenges with access to service and safety due to their status; and

WHEREAS, immigrants, refugees, and other newcomers add significantly to the vitality of the state and national economies, with foreign-born workers representing close to 17 percent of the current U.S. labor force, and over 33.4 percent of business owners in California; and will account for over 85 percent of the net growth in the U.S. labor force over the next 20 years; and

WHEREAS, the building of a welcoming community is fundamental to a vibrant and inclusive City of Madera, to assure immigrants, refugees, and other newcomers opportunities for economic security, empowerment, civic engagement, safety, and freedom from discrimination, oppression, and violence; and

WHEREAS, many City of Madera residents. particularly undocumented individuals and mixed-status families, are confused by the state of the law, including the role of the City in enforcement, and are experiencing fear and uncertainty due to ongoing changes in immigration policies; and

WHEREAS, State law currently provides several protections including the Immigrant Worker Protection Act (AB 450), and the California Values Act (SB 54). This includes restrictions on local law enforcement to provide federal officers with certain information, and prevents arrest based solely on civil immigration warrants;

WHEREAS, in contrast federal law provides that unauthorized entry into the United States is unlawful, and executive order was recently enacted directing enforcement action against unlawfully present immigrants, etc.; and

WHEREAS, this has resulted in a chilling effect especially for victims from the immigrant members of the community, who are often afraid to report or seek assistance from local law enforcement due to their immigrant or perceived immigrant status; and

WHEREAS, while recognizing the sovereignty of the law, the City is a legally separate entity distinct from both the State and federal governments, and lacks authority over either the State or federal government; and

WHEREAS, notwithstanding the City has authority to provide police protection to all members of the community for the benefit of public safety; and

WHEREAS, the City simultaneously recognizes that we are one community in the City of Madera and all of our children, mothers, fathers, sisters, and brothers, regardless of immigration status, contribute to the social and economic fabric of this City; and

WHEREAS, ensuring the health and safety of all people regardless of their immigration status, through a dynamic and responsive process that respects the community's diversity, is a shared responsibility of the City and other public agencies; and

WHEREAS, the City Council wishes to make clear that the protections of the law apply to all members of the community, and that local law enforcement will help protect them from crime; and

WHEREAS, a welcoming community also addresses language and cultural access barriers to services and participation in civic life, promotes coordination of services and resources for immigrants and refugees across all systems, champions cultural competence and understanding, and strengthens accountability to maintain the highest quality of services for immigrants and refugee communities; and

WHEREAS, the City of Madera aspires to be a model for inclusion and equity for all populations, including immigrants and other newcomers, through its commitment to support the ongoing inclusion and long-term economic and social integration of newcomers.

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

1. The City Council declares and affirms that the City of Madera is a welcoming community, and declares itself a place of unity, trust, and dignity for all residents.

2. The City Council confirms that the City of Madera is committed to protecting all residents as authorized by law, and is focused on ensuring safety regardless of status or class. The Police Department's focus is on community safety, not immigration enforcement. Any person, regardless of immigration status, can be safe to report crimes to local police, and should know that local police will help protect them from crime.

3. The City Council commits that staff or employees, including local law enforcement, will continue to treat all City residents with respect regardless of color, religion, sex, sexual orientation, marital status, immigration status, national origin, race, ethnicity, and/or English proficiency.

4. The City Council promotes the value among all residents of advancing efforts for integrating immigrant communities, recognizing that a community is strongest when everyone feels welcome.

5. The City Council supports efforts to bring the community together to build welcoming communities and provide all residents with the knowledge and tools to thrive and fully participate in their communities.

****

PASSED AND ADOPTED by the City Council of the City of Madera this 5th day of March 2025 by the following vote:

AYES: Councilmembers Montes, Evans, Mejia and Villegas.

NOES: Mayor Gallegos and Councilmember Zacharia.

ABSTENTIONS: None.

ABSENT: Councilmember Rodriguez.

APPROVED:

CECELIA K. GALLEGOS, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: C-2

SUBJECT:

Discussion Regarding Potential Alcohol Service at the Frank A. Bergon Senior Center

RECOMMENDATION:

Provide direction to staff regarding whether to further explore allowing alcohol service during rentals of the Frank A. Bergon Senior Center (FBSC)

SUMMARY:

The Frank A. Bergon Senior Center (FBSC) is a City-owned facility available for community rentals. On February 1, 1988, the City Council adopted Resolution No. 4608 establishing fees and conditions for use of the FBSC, including allowing alcohol service during rentals.

Beginning in 2011, the FBSC alcohol-related fee was removed from the Master Fee Schedule and alcohol service at the FBSC was discontinued. City Clerk records reviewed by staff have not identified a Council action or written administrative record explaining why the change occurred. Staff recollection suggests alcohol service may have been discontinued administratively to help preserve the facility; however, the reason has not been confirmed.

The purpose of this item is to share the current inquiry trend and historical context and to ask whether Council would like staff to further evaluate the possibility of allowing alcohol service at the FBSC again.

DISCUSSION:

The City operates several facilities and parks available to the community for public or private rentals. These include spaces such as the City's community centers, park pavilions, park

park shelters and sports fields. There are only 2 facilities that currently allow alcohol during rentals: Pan-American Community Center (PAC) and the Rotary Pavilion. An alcohol surcharge is accounted for in the rental fees for these specific reservations with alcohol, based on the City's Master Fee Schedule. It is worth noting that the PAC is an indoor facility, where alcohol is allowed in the gym and multi-purpose room. The Rotary Pavilion is an outdoor pavilion located at Rotary Park, where alcohol is allowed in the gated designated space.

Currently, the FBSC cannot be rented with alcohol being allowed during the rental.

Staff receive inquiries from prospective renters who prefer FBSC for events but request an alcohol-service option. Since the FBSC does not currently allow alcohol during rentals, there are instances where potential renters choose not to rent with the City for this reason.

Available records for facility rentals indicate that alcohol service is a recurring component of PAC and the Rotary Pavilion. Table 1 summarizes annual rentals of selected facilities over the last 2 years, comparing total rentals to rentals with alcohol. The John Wells Youth Center and Rotary Youth Hut are not considered at this time, as staff has been advised these facilities were primarily designated for youth centric activities and not for alcohol related rentals. However, consideration for these and all facilities for blanket party and alcohol usage is a topic worthy of further discussion.

Table 1: *Facility Rentals Last 2 Fiscal Years*

	Frank Bergon Senior Center	Pan-American Community Center	Rotary Pavilion
FY 2024/25			
a. Rentals	15	47	33
b. Alcohol-Authorized Rentals	Not permitted	21	1
FY 2025/26			
c. Rentals	23	38	33
d. Alcohol-Authorized Rentals	Not permitted	16	0

Reauthorizing alcohol service at FBSC *may* (italics added for emphasis) expand the City's indoor rental options while retaining the City's existing requirements. For alcohol-related rentals, the City would continue to require proof of liability insurance, use of bonded security personnel as required by City policy, and compliance with all facility-reservation rules and applicable laws, as is already done when the PAC and Rotary Pavilion are rented with alcohol.

Council has approved several recent improvements for FBSC, including exterior painting, kitchen enhancements, parking lot improvements for ADA compliance, lighting infrastructure, and perimeter fencing. These improvements support the continued use of the facility as a City rental venue.

The FBSC has 3 rentable rooms within the facility: a computer lab, a multi-purpose room, and the kitchen, which cannot be rented independently. The alcohol allowance would be limited to the multi-purpose room rental.

FINANCIAL IMPACT:

No fee or deposit change is proposed for Council action at this meeting. If Council directs staff to continue exploring the option, staff could evaluate a potential surcharge and deposit, using existing City facility practices as a point of reference. Any future revenue would depend on the number of rentals authorized to include alcohol.

Currently, based on the City's Master Fee Schedule, renting the PAC with alcohol includes an alcohol surcharge of $250. This fee applies to both the rental of the gym and the multi-purpose room at the PAC. Renting the Rotary Pavilion, with alcohol, includes an alcohol surcharge of $150.

ALTERNATIVES:

The City Council may consider the following alternatives:

- Request that additional information or clarification be provided at an upcoming meeting.
- Keep the FBSC as a rental facility without alcohol being a part of the rental, continuing with the current practice without changes.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: D-1

SUBJECT:

Parkwood Maintenance District No. 19 A & B Water System Consolidation Agreement

RECOMMENDATION:

Adopt a Resolution Approving Consolidation Agreement: Maintenance District No. 19 A & B – Parkwood (Agreement) Between the City and County for the Water System

SUMMARY:

The City, County, and the State Water Resources Control Board (Water Board) have, following efforts by all parties over a period of about 12 years, cooperatively advanced the Water Board expectation that the Parkwood Maintenance Districts No. 19A and 19B (Parkwood) water system be consolidated with the City's water system. The community of Parkwood is illustrated in Attachment 1 Location Map. This item represents the formal approval of all parties that consolidation of the water system can occur subject to the requirements of the Agreement. There are approximately 510 existing water connections, serving approximately 1,600 residents and several businesses. As part of the Agreement, the County is making several improvements to the water system infrastructure to meet City standards and ensure that following consolidation, Parkwood residents have a safe and reliable source of drinking water.

BACKGROUND:

Parkwood is an unincorporated community immediately south of city limits (Attachment 2) comprised of Madera County Maintenance District 19A and 19B. The County is responsible for the operation and maintenance of public utilities that include the drinking water system, sewer system, refuse collection, roads and streetlights.

On December 7, 2015, the Water Board issued a letter (Exhibit A to Agreement (Exhibit A)) to the County strongly encouraging the County and City coordinate a voluntary consolidation of the Parkwood water system with the City water system, stating:

> *"the State Water Resources Board (Board) strongly encourages the Parkwood Water System and the City to work out voluntary consolidation of their public water systems. However, if a voluntary consolidation is not achieved in a timely manner, the Board may make the decision to exercise its authority pursuant to Health & Safety Code section 116682, subdivision (a) to achieve consolidation of the Parkwood System with the City's public water system".*

The letter cited the condition of the Parkwood water system, specifically noting that the water system lacked source capacity required to meet the demands of customers, and was producing water that exceeded the secondary drinking water standard for manganese.

As a result of lack of progress, the Water Board issued another letter on June 15, 2016, "State Water Resources Control Board Notice Regarding Mandatory Consolidation" (Exhibit B to Agreement (Exhibit A)) pursuant to Health & Safety Code section 116682, subdivision (b)(6) to the City directing the City to negotiate with the County to consolidate the Parkwood Water System with the County. The letter states that the Parkwood water system consistently failed to provide an adequate supply of safe drinking water. The Water Board has deemed the Parkwood water system to be "at-risk", meaning the water system is likely to fail to meet drinking water standards without intervention. The Water Board cited a well failure event in 2014 that required the use of an existing emergency intertie between the City and County that was utilized for 7 consecutive months to supply Parkwood with potable water. Table 1 provides the duration and frequency of instances where the intertie has been opened seven times since 2014. More recently, the City assisted Parkwood by providing water through the emergency intertie for a period of several hours when PG&E had a planned outage that affected their well site.

Table 1: *Intertie Usage Events, 2014-Current*

Fiscal Year	Duration
2014/15	7 months
2017/18	< 1 month
2019/20	4 months
2022/23	3 months
2023/24	< 1 month
2024/25	< 1 month
2025/26	< 1 month
2026/27	< 1 month

DISCUSSION:

The Water Board consolidation order (Exhibit B to Agreement (Exhibit A)) does not require the City to fully annex all services and territory encompassing Parkwood, rather the Water Board is directing that the City take control of the Parkwood water system and water service. The Agreement also transfers ownership of the Parkwood water system infrastructure to the City. The Agreement states "Consolidation" officially occurs after (i) ownership of the Parkwood water system has been transferred to the City, (ii) the City accepts the Project as complete and (iii) the City begins to provide water service to all current customers within the Parkwood water system.

The Water Board recognizes the challenges for receiving water systems, in this case the City, in the consolidation process. The existing infrastructure within Parkwood water system has not been adequately maintained with many of the components not meeting City standards in their current state. As a condition of the Agreement, the County is upgrading certain aspects of the water system prior to the transfer of ownership to the City. The County was awarded a $7,000,000 construction grant from the Water Board through the Expedited Drinking Water Grant Program, under Agreement No. D2202048 and Project No. EDWG2010004-002C. These funds are intended to address some of water system infrastructure deficiencies in Parkwood and as a result, offset the impacts of consolidation to the City.

Water Board Funding Agreement – Parkwood Water System Improvements

The funding agreement includes design and construction of a new 1,000 gallon per minute (gpm) domestic well located within Parkwood Park (Well 5). The well site will be lit and surrounded by a six-foot-high CMU split face concrete wall. In addition, the well will be equipped with SCADA communication equipment compatible with the City's existing system, a 200-kW diesel backup generator with sound enclosure, and chlorination (sodium hypochlorite chemical feed) treatment.

Other improvements include 2,700 feet of new water mains, new fire hydrants, valves and meters, motor control center electrical components, and proper abandonment of 3 existing inactive well sites. Ownership of the new well (Well 5) will be transferred to the City upon consolidation. Construction is currently underway on the new domestic well (Figure 1) and all other improvements. Construction is anticipated to be complete by April 2027 though it is understood that the contractor is well ahead of schedule.



Figure 1. New Well (Well 5), Under Construction

Assessment of Existing Parkwood Water System Components

The existing Parkwood water system is comprised of 4 domestic wells (1 active and 3 inactive), a 250,000-gallon storage tank, fire hydrants, valves, backflow prevention devices, meters and distribution infrastructure. These items are discussed in greater detail below. A description of any improvements to these components and their planned usage following consolidation is provided as well.

Existing Drinking Water Wells

The Parkwood water system is currently supplied by a single active municipal groundwater production well (Well 3) on the west side of Raymond Thomas Street, between Stanford and San Carlos Avenues (Attachment 3 and Figure 2 below). This well was drilled in 1978 and is approximately 305 feet deep, with an estimated production capacity of 400 gallons per minute (GPM). The well is equipped with a 16-inch casing and a 100-horsepower pump motor. While the production capacity for Well 3 is relatively low compared to a typical City production well, City staff recommend accepting ownership of

Well 3 as part of the Agreement rather than abandoning it. Furthermore, City staff determined that accepting the well was a practical decision given the cost of new well is approximately $2.5 million. As such the value of this well could be approximately $750,000. The City will incorporate Well 3 as an active production well and assume responsibility for the required maintenance and monitoring following consolidation.

The well site is enclosed by a 6-foot chain-link security fence with privacy slats and barbed wire. The well site also contains an approximately 10,500-gallon hydropneumatic pressure tank, motor control center, lighting, associated piping, valves, flow meter, and chlorination treatment. It is noted that the existing well is developed on an undersized parcel. Regardless, it provides adequate access via Raymond Thomas Road, albeit limited spacing at the well site.

There are 3 inactive wells also connected to the Parkwood water system (Attachment 3). As a condition of the Agreement, the three inactive well sites (Well 1, 2, 4) will be properly abandoned through the County's funding agreement with the Water Board. Upon proper abandonment, Wells 1, 2 and 4 will not require any further monitoring or maintenance. abandonment, those wells will not require any further monitoring or maintenance



Figure 2. Well 3, Sole Active Source for Parkwood

250,000-Gallon Storage Tank

The County constructed a 250,000-gallon at grade water storage tank in 2016 at Parkwood Park as seen in Figure 3. The tank is 26.1 feet high and 44.6 feet in width. The tank, constructed to American Water Works Association (AWWA) D103-09 standard is a factory-coated bolted steel tank. The tank is surrounded by a six-foot-high chain link fence topped with 18 inches of barbed wire. The barbed wire security topping is permitted as an exception for the public water utility facility for security purposes and is maintained in accordance with applicable County requirements.

The purpose of the storage tank is to compensate for low well yields of the previous Parkwood system relative to demand during parts of the day. When demand is high, water is fed from the tank through three existing booster pumps, and a 5,000-gallon hydropneumatic tank, both located at the Well 4 site, and back out to the distribution system. The three booster pumps were installed along with the storage tank in 2016. Their purpose is to boost water from the storage tank out to the distribution system. When demand in the distribution system is low, water passes through the hydropneumatic tank back to the storage tank. While it is likely the storage tank will not be of much benefit to the City in terms of peak hour demand, it still represents 250,000 gallons that can be relied upon on the south side of town should there be a significant drought that reduces Citywide capacity during peak hour demand.

Following consolidation, the ownership, operation and maintenance of the storage tank and appurtenance will be transferred to the City. The future maintenance for the storage tank may include regular periodic visual inspections of the tank perimeter and venting, and internal inspections of the tank every 3 to 5 years based on American Water Works Association (AWWA) guidelines. The interior of the storage tank was inspected at the time of its construction with no reported issues according to the County.



Figure 3. 250,000-Gallon Storage Tank

Water Conveyance System (Distribution System)

As part of City staff efforts to move toward a consolidation agreement with the County, the City commissioned Akel Engineering Group to complete a water, sewer, and storm drainage infrastructure study for Parkwood and Parksdale in 2016. This study evaluated the existing system to identify capacity and condition deficiencies, and remaining service life. The study found that the water system within Parkwood consists of 29,572 feet of 6-inch to 8-inch diameter Asbestos Cement Pipe (ACP) water pipelines. The distribution system was installed in multiple phases between 1953 and 1979.

The study also included a fire flow analysis to review peak hour pressures in the Parkwood distribution system. This analysis indicated that the majority of the system is capable of meeting the maximum day demand plus fire flow conditions, with the exception of a small portion in the southeast area of Parkwood. Based on these results, the study recommended improvements to mitigate existing deficiencies, ensuring the entire system can support maximum day demand plus fire flow, and meet the needs of future demand in the southeast portion of Parkwood. Proposed improvements are shown in Attachment

4. These proposed improvements to the distribution system are included currently in the Water Board funding agreement with the County and as a condition of the Agreement.

A majority of existing distribution system within Parkwood will remain in service. Occasional service line leaks have been reported within the existing distribution system. As with any distribution system, continued maintenance and replacement of aging infrastructure are expected. The County has maintained some leak records for the system but did not indicate that there were any significant areas of concern for water loss.

The City's SCADA system utilizes Wonderware software to provide real-time monitoring, control, and data acquisition for the City's water distribution system which is compatible with the County's Missions Communications system. As part of the consolidation, the County will transfer ownership of the associated communication equipment within the distribution system to the City and allow these facilities to be integrated to the City's SCADA monitoring system.

Water Meters

The Parkwood water system serves a total of approximately 510 service connections serving approximately 540 metered services. Table 2 provides a detailed breakdown of the types of connections and meter size. Parkwood is largely developed with single family homes; however, there are duplexes and apartments on Parkwood's most southern edge along Georgia Avenue.

Table 2: *Existing Development and Water Meter Sizes*

Development Type	Water Meter Size (in inches)	Metered Service
Single family home	3/4"	499
Duplex	3/4" meters, if separately metered	15
4-5 unit apartment buildings	2"	5
2 large apartment complexes	2"	
Religious institution (Stanford Ave.)	¾"	1
Parkwood Village Shopping Center	¾" – 1.5"	4
Parkwood Park	4"	1
Parkwood Wastewater Treatment Plant	3/4"	1
New Meters to Existing Connections – Parkwood Improvements Project	1"	13
Total Approximate Metered Services After Improvements		539

As part of the improvements funded through the Water Board, 495 existing connections will be retrofitted with ¾" meters, and 13 existing connections will have new 1" water meters installed. The City currently utilizes Sensus software for automated water meter reading technology. As part of the funding agreement improvements to the Parkwood system, Sensus meters were specified to ensure compatibility with the existing automated meter reading system. Following consolidation, City staff will review as-built plans to prepare an up-to-date meter inventory for Parkwood.

Fire Hydrants

Parkwood has 50 public fire hydrants and one private fire hydrant. In reviewing the proposed improvements included in the Water Board funding agreement, the City determined that the existing hydrant distribution does not meet the applicable fire-protection spacing criteria, City Standard W-6, of a maximum allowable spacing of 400 feet. This finding was supported by the City Fire Department who submitted their recommendations in a letter to the County. Attachment 5 shows the locations of the existing hydrants along with the 16 proposed hydrants that will be installed prior to consolidation.

As a condition of the Agreement, all hydrants and their associated gate valves must be fully operational at the time of consolidation. City staff have also requested that all hydrants be painted and flushed prior to the transfer of ownership.

Gate Valves

The Parkwood Water System has approximately 54 main gate valves (see Attachment 6). Prior to acceptance, the City will inspect each gate valve to confirm that it is functional. In addition to the gate valves on main water lines, each fire hydrant provides a gate valve. Gate valves are installed throughout the City's water distribution system that allow staff to stop the flow of water to specific sections or segments of the system. These valves are essential for emergency response and routine maintenance because they enable maintenance crews to isolate a limited area while minimizing service interruptions to surrounding customers.

Backflow Prevention Devices

Backflow prevention devices or assemblies protect the public water system by preventing contaminated water from flowing back into the potable water distribution system. The Parkwood water system has 10 existing and five proposed backflow prevention devices. As part of the improvements funded through the Water Board, backflow devices will be furnished and installed at connections requiring backflow prevention, including those that will be maintained and tested privately. Two of the existing backflow devices are currently owned by the County serving Parkwood Park and the wastewater treatment plant. The remaining devices, existing and proposed, will serve privately owned properties. The privately owned backflow devices are primarily located at the commercial

site northwest of Perkins Road and Conrad Street, as well as at the apartment complexes on Georgia Avenue. Property owners are responsible for scheduling all required testing, maintenance, repairs, and replacements for privately owned backflow prevention assemblies. If a device fails its required test, the owner must ensure it is promptly repaired or replaced. The City monitors compliance with regulatory testing requirements for privately owned backflow prevention assemblies to ensure testing is completed on an annual basis. Following consolidation, the County will retain ownership of the two backflow devices serving the park and wastewater treatment facility. The County will be required to report testing results to the City annually as well.

Transitions Following Consolidation

The City Public Works Department (PW) has reviewed available documents from the County and has not identified items of concern with regard to the system as a whole. PW will have the opportunity to identify other items of concern prior to consolidation in accordance with the terms of the Agreement. The County has established reserve funding for ongoing maintenance and future capital replacements based on the remaining useful life of the infrastructure. Available reserve funds have not been volunteered for use by the City, nor is any ongoing financial support following the consolidation provided in the Agreement. If previously unidentified significant repair needs arise in Parkwood following consolidation, the City may be eligible for funding in the future, subject to funding availability, through the Water Board, e.g. leak detection and repair projects.

In the event repairs within the County Right Of Way (ROW) are necessary, the County will issue an encroachment permit to the City to facilitate access within County ROW. The City will be responsible for repairing any utility trenches, as is the case with any City project within the County ROW.

Future Connections

Should a resident or other party wish to make a new connection to the water system in the future, applicants would need to obtain the following permits

- City: Obtain a permit from the City to connect to the system
- County: Obtain a permit from the County to work in the public right-of-way

Transitioning of Accounts

The County will be responsible for notifying its customers of the transfer for water service to the City. Following completion of the improvements associated with the consolidation process, customers would be treated in the same manner as any new customer that recently moved into a house or business.

- ***City's Role***
  Parkwood residents/customers would not have their existing utility accounts transferred to the City directly. Instead, the customers would visit City Hall and sign up for water

service. The City will be responsible for billing and collection of water utility charges that occur after the consolidation.

- ***County's Role***

  The County would be responsible for collection efforts on the amounts that were outstanding at the time of the consolidation.

- ***Customer Experience***

  Parkwood residents will receive a water bill from the City and a utility bill from the County for other services. In comparison, City residents currently receive a single bill for water, sewer, street sweeping, storm drainage, and refuse collection.

  Considering that Parkwood has 540 metered services, it is expected that the City will experience an increase in customers visiting City Hall during the transition period. This transition period will likely occur over a period of as little as a month given residents would not have a water account and paid service until they have set up their water service account with the City.

- ***Outstanding Balances***

  Because all customers will be required to establish a new service with the City, any outstanding balances associated with previous County accounts will remain the responsibility of the County. As a result, the City will not be responsible for collecting any outstanding balances.

Costs for Services

Per County staff (see Attachment 7), all customers in Parkwood currently pay a flat fee for water service. Following consolidation into the City water system, all customers will be metered, including the Parkwood Park and Wastewater Treatment Plant. Table 5 summarizes water billing rates:

Table 5: *Water Billing Rates*			
Rate Component	**County MD 19A/19B**	**City Water System**	
Fixed Monthly Charge	$34.12/month (19A) or $34.02/month (19B), plus Accumulated Capital Outlay (ACO)	Meter Size	Monthly Charges
		¾"	$17.60
		1"	$23.47
		1.5"	$38.13
		2"	$55.73
		3"	$102.67
		4"	$155.45
Water Usage Charge	None; flat assessment	$2.19/Hundred Cubic Foot (HCF)	
Example: 10 HCF/month	$34.12/$34.02 + ACO	$39.50	
Estimated Average Bill	$43	$57	

FINANCIAL IMPACT:

Development Impact Fees

Consistent with other newly connected properties, the County will pay applicable City Water Development Impact Fees for all existing service connections as a condition of consolidation. This ensures that Parkwood contributes proportionately toward existing and future water infrastructure in the same manner as other properties served by the City's municipal water system.

Payment of these fees ensures equitable treatment of existing and future customers while supporting continued investment in the City's water system. See Table 6 below.

Table 6: *Development Impact Fees*					
Metric	**Number / Size**	**Water Pipe Fee**	**Water Well Fee**	**Combined Fee**	**Total Fee**
SFU	500 units	$283.33/unit	$562.34/unit	$845.67/unit	**$422,835.00**
MFU	133 units	$151.48/unit	$300.78/unit	$452.26/unit	**$60,150.58**
Retail / Commercial	42,336 SF	$0.133/SF	$0.072/SF	$0.205/SF	**$8,678.88**
TOTAL	**---**	**$167,42.52**	**$324,221.93**	—	**$492,664.46**

Future Expenses

Per Attachment 8, the County indicates that current PG&E billing for the entirety of Parkwood is currently about $110,000 per year. Operational and maintenance costs for the water system are approximately $304,259 ($194,259 when deducting for PG&E) annually. It is anticipated that typical annual maintenance costs would be similar under City oversight.

Future Revenues

Table 7 below shows the future revenues anticipated with the consolidation of the Parkwood water system. The usage is based on the average daily demand (ADD) provided in the 2016 Infrastructure Study for the Parkwood water system of 218 gpm. Based on this ADD, water usage in terms of gallons per day per capita (gpdc) is approximately 192 gpcd. This usage rate is higher than that observed by City customers which is 119 gpcd. Annual revenue calculations are provided below for both the current usage rate in Parkwood and the observed usage for City customers on metered water service. It is likely that Parkwood residents will decrease their water usage over time as they adjust to paying for water on a metered basis. From the totals provided in Table 7, the City will likely still see a profit even if consumption rates decrease over time.

Table 7: *Annual Revenue Scenarios*

City Charges Type	City Charge Rate	Approximate Annual Revenue	Total Annual Revenue
Meter Flat Rate @ 540 Service Connections	$17.60 (518 meters) $23.47 (13 meters) $38.13 (3 meters) $55.73 (4 meters) $155.45 (1 meter)	$118,976	--
Water Use Rate @ Existing Usage of 192 gpdc, 1,600 capita	$2.19 per Hundred Cubic Feet (HCF)	$328,266	**$447,242**
Water Use Rate @ Observed City Usage of 119 gpdc, 1,600 capita	$2.19 per HCF	$203,457	**$322,433**

ALTERNATIVES:

Should Council not approve the Agreement, the City could be held by the State to be in violation of the Health and Safety Code section 116682 subdivision (a) consolidation of the County's water supply system into the City's water supply system and actions of the Parties contemplated by this

Agreement may not be implemented. The improvements currently under construction in Parkwood would remain property of the County and Parkwood residents would continue to receive water service through the County.

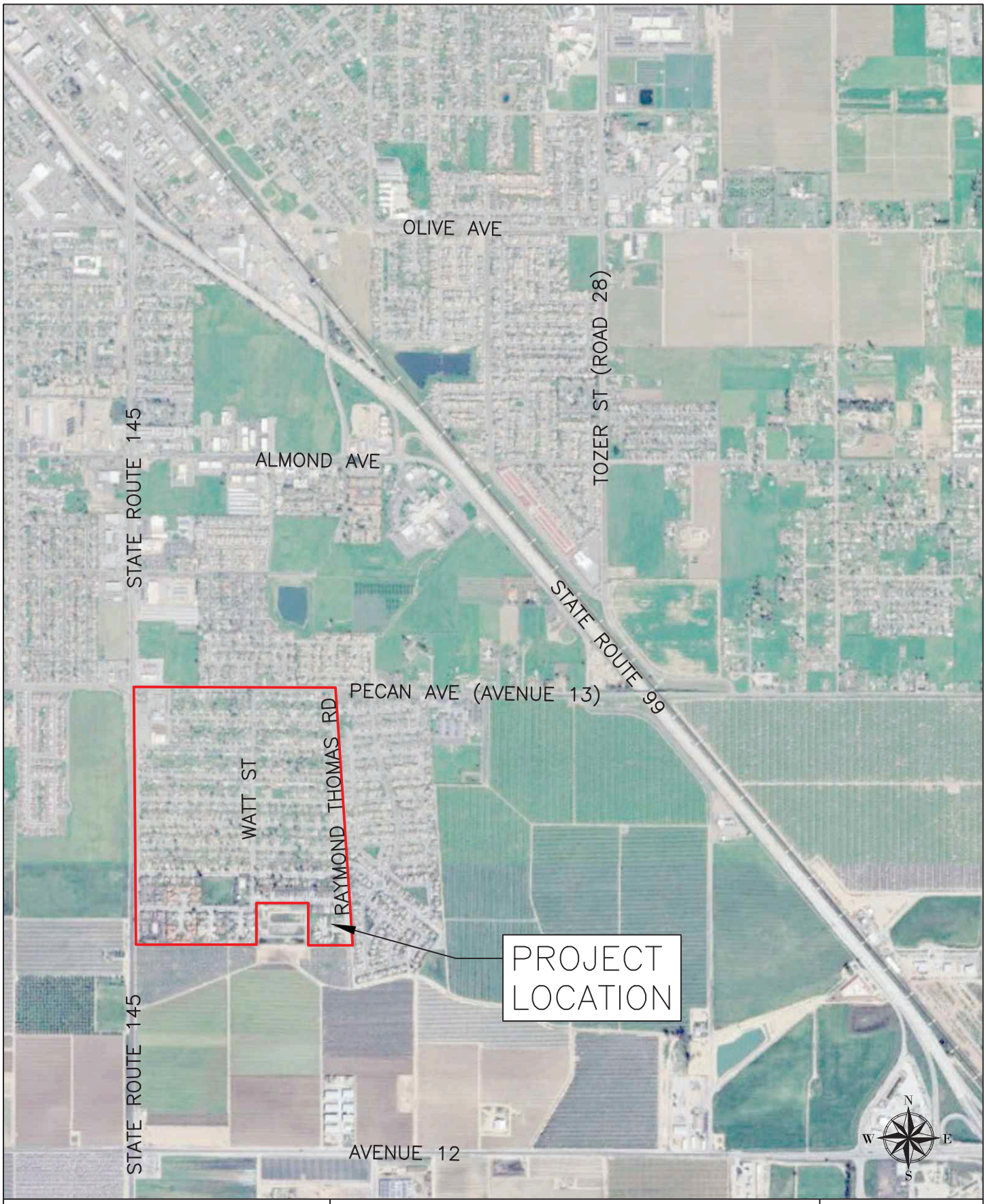
ATTACHMENTS:

1. Location Map
2. MD 19 A & B Map
3. Well Site Map
4. Proposed and Existing Pipe Map
5. Gate Valve Map
6. Fire Hydrant Map
7. Parkwood Water Bill Rate
8. Annual Parkwood Maintenance Cost
9. Resolution – Approving Agreement
    - Exhibit A - Public Water Systems Consolidation Agreement
        - Exhibit A - December 7, 2015 letter of the State Water Resources Control Board
        - Exhibit B - June 15, 2016 letter of the State Water Resources Control Board
        - Exhibit C - Parkwood Area Map
        - Exhibit D - MD 19 A/B Water Supply System Drawing
        - Exhibit E - Parkwood Water System Improvement Plans (On File in City of Madera Engineering Department)

Attachment 1

Location Map

LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE AVE** **MADERA, CA 93638**	Parkwood Water Consolidation Area	DR BY: **RR** CH BY: DATE: **10/13/26** SCALE: **NTS** SHT **1** OF **1**

Attachment 2

MD 19 A & B Map

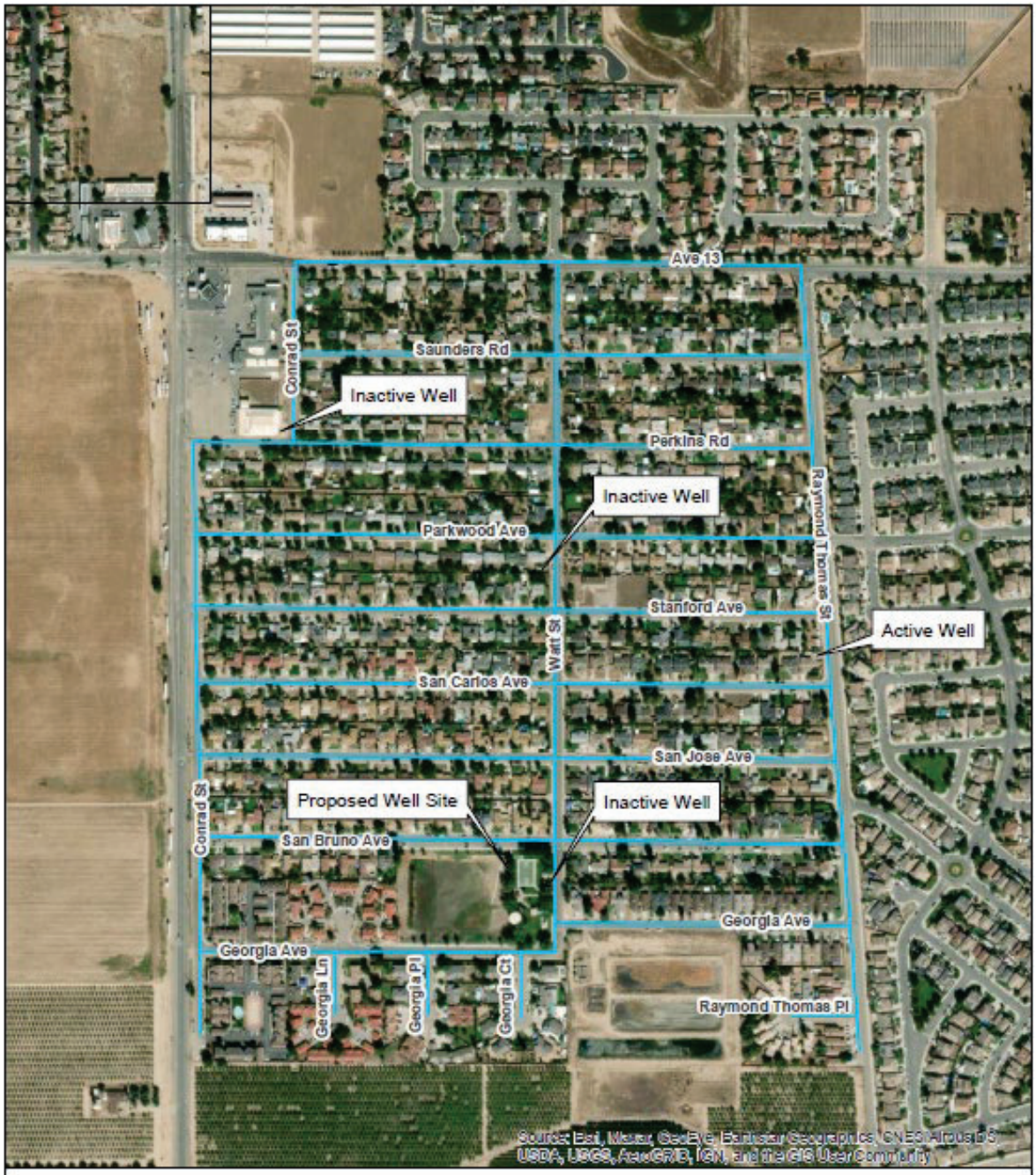
MAINTENANCE DISTRICTS 19 A & B



Attachment 3

Well Site Map

PARKWOOD WELL SITES



Feet

0 250 500 1,000

MD 19 A&B Parkwood

Water System Pipeline

Attachment 4

Parkwood Improvements Map

PLANNED IMPROVEMENTS



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

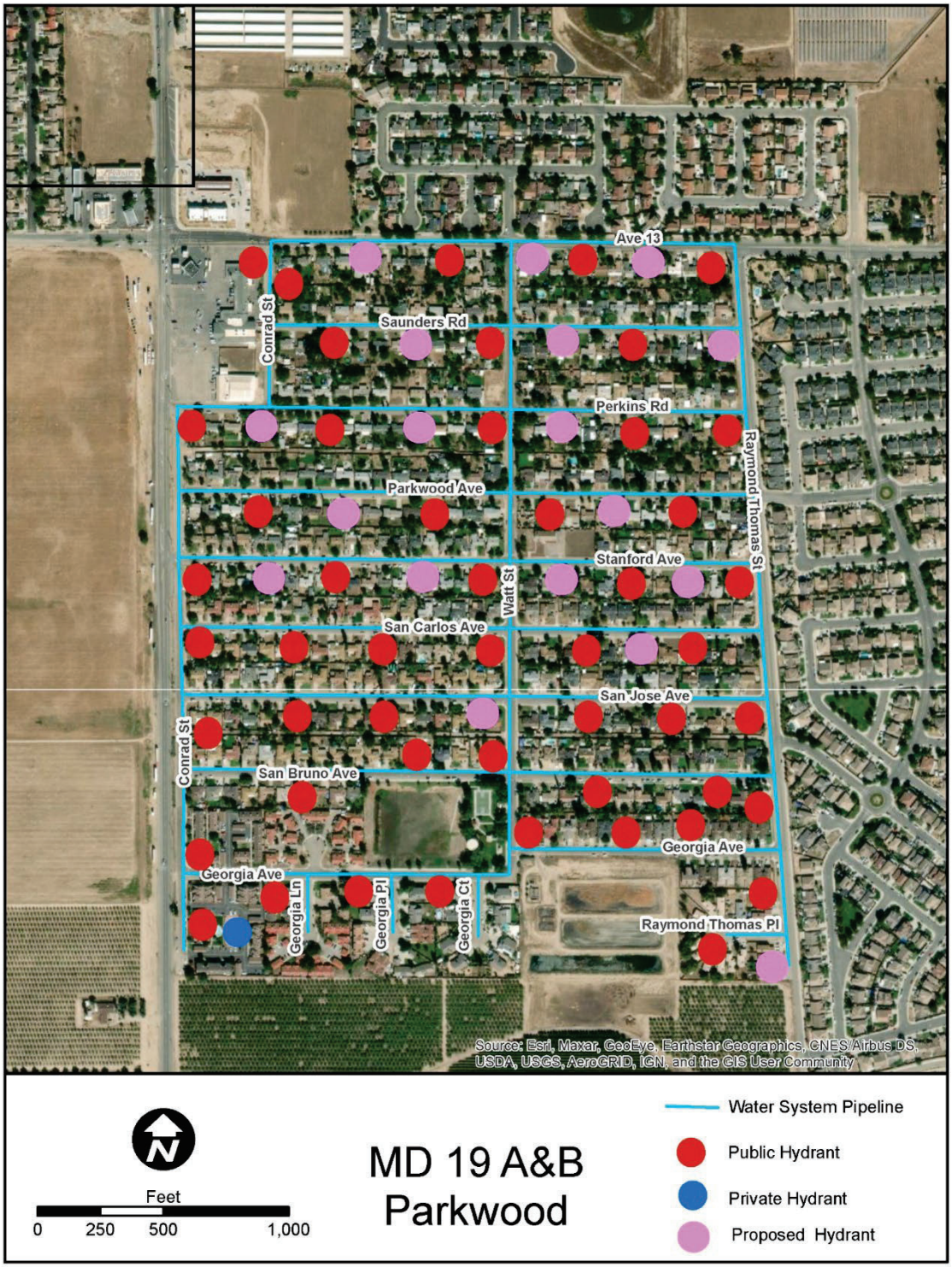
Parkwood
Water Consolidation Area

DR BY: RR
CH BY:
DATE: 10/13/26
SCALE: NTS
SHT 1 OF 1

Attachment 5

Fire Hydrant Map

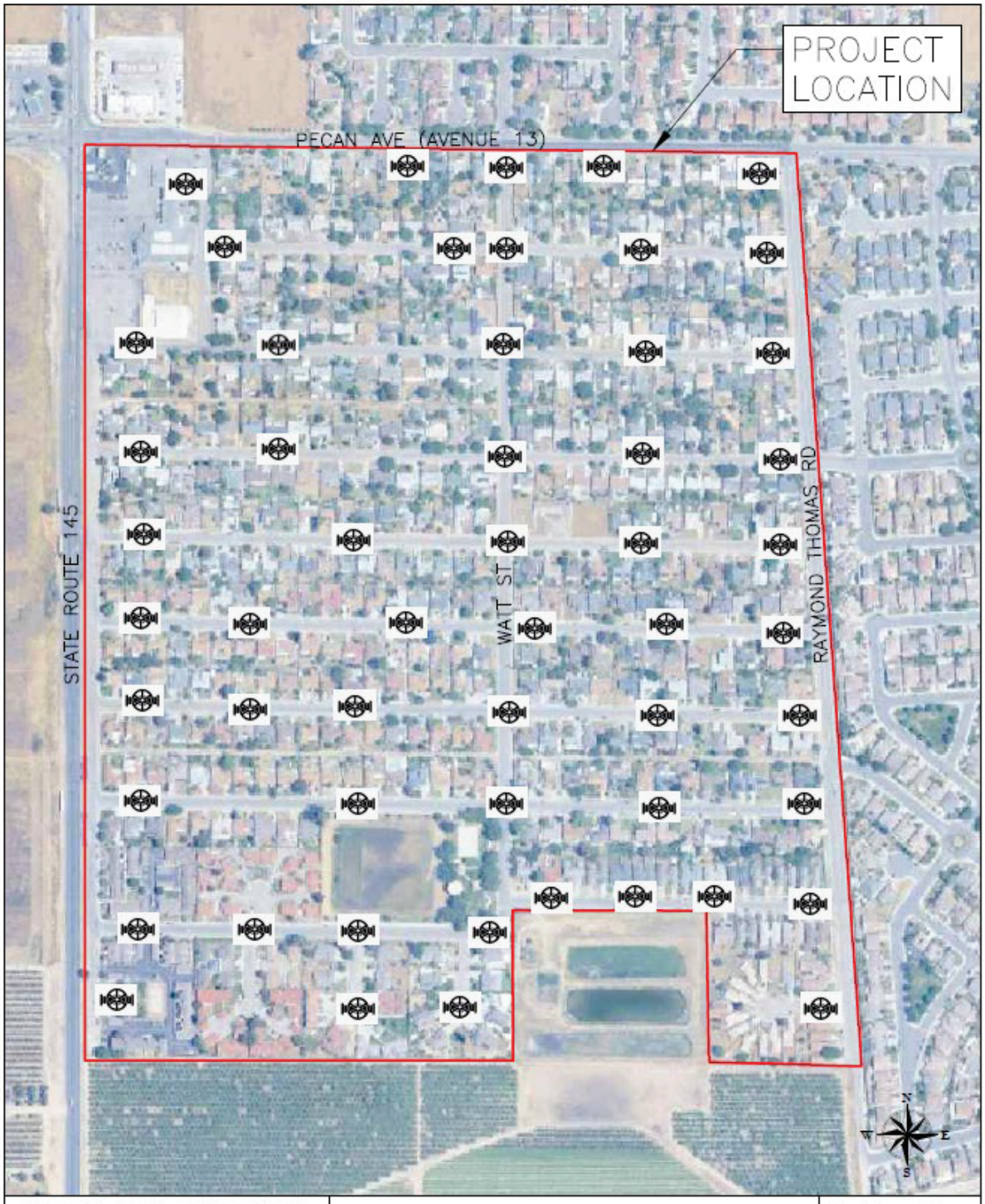
PARKWOOD HYDRANTS



Attachment 6

Gate Valve Map

GATE VALVE MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

Parkwood
Water Consolidation Area

GATE VALVE

DR BY: RR
CH BY:
DATE: 7/7/26
SCALE: NTS
SHT 1 OF 1

Attachment 7

Parkwood Water Bill Rate

From: Patty Becerra
To: Fahed Mosleh; Elliot Racusin
Subject: RE: Parkwood Maintenance District No. 19 A & B Water System -Water bill rates
Date: Tuesday, July 21, 2026 3:48:05 PM
Attachments: image005.png
image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image030652.png
image877757.png
image201058.png
image999119.png
image385233.png
image586331.png

Hi Elliot,

The current water rates for MD19A & MD19B are as follows:

MD19A: $34.12 per month

MD19B: $34.02 per month

They are not on a metered rate.

Thank you.

Patty Becerra | Administrative Services Officer
PUBLIC WORKS DEPARTMENT, ADMINISTRATIVE SERVICES
200 W. 4th Street, Suite 3100, Madera, CA 93637
Office: (559) 675-7811

Attachment 8

Annual Parkwood Maintenance Cost

From: Jason Mitchell
To: Elliot Racusin; Keith Helmuth; Fahed Mosleh
Cc: Jared Carter
Subject: RE: MD19-Parkwood- Consolidation Agreement Updates- Information requested from City Manager- Clarification on annual tank maintenance cost
Date: Wednesday, July 15, 2026 1:02:45 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image974348.png
image134179.png
image851171.png
image803804.png
image386080.png
image932214.png

Hello Elliot

Sorry just getting back to you been a busy morning.

Itemized data (in Dollar amounts):

- Communication Services 623.40
- Insurance Expense 37492.00
- General Insurance 2902.31
- Maintenance – Water System 22222.39
- Direct Maintenance Expense 115199.09
- Memberships 94.51
- Equipment 51.43
- Rentals and Lease (Equipment) 9937.93
- Special Departmental Expense 5614.72
- Gas and Electricity 110121.63

I hope this what you are looking for.

Thanks!

Jason Mitchell | Public Works Superintendent-Utilities
PUBLIC WORKS, MAINTENANCE AND OPERATIONS
200 W. 4th Street, Suite 3100, Madera, CA 93637
Office: (559) 675-7811 | Cell: (559) 517-7798

Attachment 9

Resolution

RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING PUBLIC WATER SYSTEMS CONSOLIDATION AGREEMENT: MAINTENANCE DISTRICT NO. 19 A & B-PARKWOOD BETWEEN CITY OF MADERA AND COUNTY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, County of Madera (Owner) administers Parkwood Maintenance District No. 19 A & B (MD 19 A & B) of which provides for the operation and maintenance of certain public improvements including but not limited to a water supply system and sewer system within the Parkwood area of Madera County; and

WHEREAS, On June 15, 2016, the State Water Resources Control Board issued a Notice Regarding Mandatory Consolidation of Owner's water supply system into City of Madera's (City) water supply system to the City.

WHEREAS, Owner has requested Consolidation of the MD 19 A & B's water supply system into the City water supply system at the States behest in order to resolve the existing water system issues.

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 Consolidation Agreement: Maintenance District No. 19 A & B – Parkwood Between City of Madera and County of Madera Public Water Systems Consolidation (Agreement) between the City of Madera and County of Madera, attached hereto Exhibit A is approved.
3. The Mayor authorizes staff to review as-built plan sets and verify field conditions prior to accepting the project on behalf of the City.
4. The Mayor authorizes staff to review and approve the change order to include additional fire hydrants necessary to meet City standards.
5. The Mayor authorizes staff to review and approve any change order necessary to meet City or State standards required for domestic public water systems.
6. The Mayor is authorized to execute said Agreement on behalf of the City.
7. The as-built plans represent take the place of the Approved Plans following completion of the improvements.
8. Staff is directed to record Agreement between City of Madera and County of Madera
9. This Resolution is effective immediately upon adoption.

* * * * * * * * * *

Exhibit A

Public Water Systems Consolidation Agreement: Maintenance District No. 19 A & B – Parkwood Between City of Madera and County of Madera

Consolidation Agreement: Maintenance District No. 19 A&B – Parkwood

CONSOLIDATION AGREEMENT

This CONSOLIDATION AGREEMENT (hereinafter "Agreement") is entered into by and between the County of Madera (hereinafter "County"), and the City of Madera (hereinafter "City"), a municipal corporation. County and City are hereinafter sometimes referred to collectively as "Parties" and individually as "Party."

RECITALS

A. Parkwood Maintenance District No. 19 A&B ("District") is located in the Parkwood area of Madera County and was formed by the County pursuant to Resolutions 65-144 (1965) and 78-427 (1978) to provide for the operation and maintenance of certain public improvements including but not limited to a water supply system and sewer system. The District currently has 510 existing water connections.

B. The District water supply system has experienced water quality and supply issues, including but not limited to well failure ("water system issues") and is considered an "at risk water system" by the State Water Resources Control Board.

C. As a result of the District's water system issues, an emergency intertie facility was constructed to provide the District with water from the City of Madera on a temporary emergency basis.

D. The District is located within the sphere of influence of the City of Madera and within 25 feet of the City's present boundary and water distribution system.

E. On December 7, 2015, the State Water Resources Control Board issued a

letter to the County encouraging the County to work out a voluntary Consolidation of the District's water supply system into the City's water supply system. (A copy of the letter is attached to this Agreement as Exhibit "A").

F. On June 15, 2016, the State Water Resources Control Board issued a Notice Regarding Mandatory Consolidation to the City. A copy of the letter is attached to this Agreement as Exhibit "B."

G. The County is currently undertaking actions to upgrade and improve certain aspects of the District's water supply system, which are intended to address the water system issues (the "Project"), as shown in the Approved Plans, as defined below, subject to approved state funding.

H. The City has undertaken preliminary evaluations of annexing the Parkwood area of the County into the City and taking ownership of the District's water supply.

I. The City and County agree that it is in the public interest for the City to consolidate the MD 19 A&B water system into the City water system in order to resolve the existing water system issues.

J. The actions of the Parties contemplated by this Agreement may be implemented without the approval of the Madera County LAFCO, pursuant to the provisions of Government Code section 56133(e).

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, for other good and valuable consideration, and in order to promote the public health and welfare, the Parties agree as follows:

1. Definitions.

1.1 "Intertie" shall mean the existing emergency pipeline and facilities connecting the District and City's water supply systems.

1.2 "Parkwood Area" shall mean that area of Madera County shown in Exhibit "C" to this Agreement.

1.3 "Consolidation" shall be deemed to occur after (i) ownership of the District Water Supply System" has been transferred to the City, (ii) the City accepts the Project as complete and (iii) the City begins to provide water service to all customers that are currently customers of the District

1.4 "Maintenance District No. 19 A&B" shall mean the existing Maintenance District and facilities ("District").

1.5 "Water Supply System" shall refer to the existing Maintenance District No. 19 A&B water supply system shown and described in Exhibit "D" to this Agreement ("District Water Supply System") and include all associated water system inventory.

2. <u>Consolidation of the District and City Water Supply System</u>.

2.1 The City and County agree to cooperate and work diligently and in good faith to consolidate the District's Water Supply System into the City's system and to meet all requirements for Consolidation under the Health and Safety Code. The City of Madera is the "receiving water system" defined in Health and Safety Code Section 116681(o) as the public water system that provides service to a subsumed water system through Consolidation. The District is the "subsumed water system" defined in Health and Safety Code Section 116681(r) as a public water system consolidated into the receiving water system.

2.2 The City and the County agree to work cooperatively with the State Water Resources Control Board including the Division of Drinking Water to transfer ownership of the District's Water Supply System to the City. Upon consolidation, the County agrees to surrender its water supply permit to the State Water Resources Control Board and will cease operation as a purveyor of water to the District.

2.3 As a condition to Consolidation, the County shall complete the upgrade of certain aspects of the District's existing water supply system including the water well, pressure tank and related piping, all as set forth in the Approved Plans for the Project entitled Madera County Maintenance District 19A & B Parkwood Water System Improvements, on file at the City of Madera Engineering Department located at 428 East Yosemite Avenue, Madera, CA 93638 ("Approved Plans"). The Approved Plans shall also show all underground pipelines and electrical connections located on and adjacent to the water wellsite.

2.4 Prior to Consolidation, the City agrees to retain the emergency intertie between the City's water supply system and the District's Water Supply System.

2.5 Prior to Consolidation:

- The County agrees to notify all rate payers (residential, apartment, commercial and other miscellaneous accounts) of changes in management and ownership of the water supply system and with an estimated City of Madera rate and monthly average cost for water service following Consolidation (as provided by the County) associated with their type of account. In the event rate payers

object to transfer of ownership, County shall act as lead agency with support from City in addressing rate payer concerns. Rates charged by the City to all rate payers included in the Consolidation shall be equal to rates charged to other similarly situated rate payers of the City.

- All fire hydrants and valves shall be shown to be fully operational and in compliance with current City standards or fire hydrant valve shall be replaced and shall be operational.
- All non-operational well sites shall be vacated with ownership transferred to the adjacent property owner(s).
- Immediately following deactivation of the last well, vacate the site to the adjacent property owner(s).
- The new well site and support equipment areas, as shown on the Approved Plans, shall be deeded to the City. Easement for all piping systems within the confines of the park area and access to the pressure tank and all water systems shall be provided to the City.
- The County shall execute and deliver to the City such new or additional easements as are needed by the City in order to take ownership of and operate the Consolidated water system.
- Water Pipe Development Impact Fees shall be paid by the County for all current service connections to account for impacts on the City backbone water system, subject to state funding approval.

2.6 Following Consolidation, the County agrees to consider in good faith any City request for the dedication of additional land to the City located adjacent to the current well site at no cost to the City should the well site be expanded for any reason.

2.7 Consolidation shall include a transfer of the District's Water Supply System and related land that includes water system facilities (via deed and bill of sale) to the City at no cost to the City. The transfer shall occur within sixty (60) days of the County certification to the City that improvements shown on the Approved Plans for the Project have been completed. The "date of consolidation" shall be the date that the County delivers the deed and bill of sale to the City.

2.8 From and after the date of Consolidation: (a) the District's Water Supply System, including the Project, shall become integrated into the City's water system and become part of the City's water system; (b) the City shall assume all further responsibility for the District's Water Supply System including but not limited to the administration, operation, service, maintenance and replacement of those systems; and the County shall no longer have any responsibility or liability for the administration, operation or maintenance of the District Water Supply System or for any costs associated with its operation or maintenance; and (c) the City shall sufficiently and properly staff, operate and maintain those portions of the system for their useful life in accordance with all applicable state and federal laws, rules, and regulations.

2.9 Upon Consolidation, the County will issue to the City a no fee encroachment permit to facilitate access to all County right-of-way in which water supply system improvements are located or upon which access would provide reasonable and necessary

access for the purposes of maintaining the water supply system under this Agreement. Ninety (90) days prior to consolidation, the County will provide the City with an electronic customer file in a format that is mutually acceptable to both parties. The County will keep any customer deposits and outstanding balances that may exist as of the date of the transition.

2.10 From and after the date of Consolidation: (i) the District's users are required to open an utilities service account with the City and comply with City standards for water services as set forth in the Municipal Code; (ii) the County acknowledges that the City has full authority to enforce all regulations with regard to District's Water Supply System upon its Consolidation into the City's water supply system; and delegates any authority for the same to the City; (iii) if for any reason the City is unable to enforce its Municipal Code provisions within the District related to the provision of water services due to operation of law and its location in the sphere of influence, then the County will enforce the same upon request of the City at City's expense; (iv) the County acknowledges that nothing in the Agreement requires the City to provide water services to individual users that fail to pay, or operate the system in violation of the City's Municipal Code; and (v) if there are unpaid amounts and City collection options such as a lien or levy are not available for property within the District, then upon request of the City the County will levy or lien the property or take other enforcement efforts to secure the payment of the same at no cost to the City as long as the property has not been annexed to the City.

2.11 If annexation of the territory previously served by the District's Water Supply System is ever proposed to be annexed to the City, the County agrees to said

annexation and will not oppose the same.

2.12 Access, Inspection, and Public Records: The City must ensure that the State Water Resources Control Board, the State Auditor, or any authorized representative of the forgoing, will have safe and suitable access to the portions of the District's Water Supply System funded by the State Water Resources Control Board, Agreement No. D2202048, Project No. EDWG-2010004-002C (Project) at all reasonable times during the useful life of such facilities, and shall have access at reasonable times to records relevant to the Project for the records retention period specified in Agreement No. D2202048.

2.13 Records Retention: The City must maintain records relevant to the Project for the records retention period specified in Agreement No. D2202048 (36 years from completion of construction of the Project).

2.14 The City and the County must comply with the state-cross cutting requirements listed in section D.22 of Agreement No. D2202048, which include, but are not limited to, requirements regarding water metering and urban water management plans, as well as state nondiscrimination and conflict-of-interest laws.

2.15 Notwithstanding any other provision, nothing in this Agreement requires the City to provide water services to accounts which are not kept current and paid in full.

2.16 The City shall not be held liable for claims, whether known or unknown, arising out of or attributable to acts, omission, or conditions, during the period in which the County was solely responsible for providing services. The County shall remain responsible for all conditions created by the County or existing as a result of County

actions before the date of Consolidation.

3. Additional Terms and Conditions.

3.1 Advice of Counsel. Each Party to this Agreement has reviewed the Agreement independently, has had the opportunity to consult with counsel, is fully informed of the terms and effect of this Agreement, and has not relied in any way on any inducement, representation, or advice of any other Party in deciding to enter into this Agreement.

3.2 Entire Agreement. This Agreement contains the entire understanding between the Parties and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No express or implied warranties, covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations and drafts not contained in this Agreement have no force or effect whatsoever. The Parties each acknowledge that in executing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

3.3 Severability. If any non-material provision of this Agreement is held to be illegal or invalid by any court of competent jurisdiction, then such provision shall be severed and deleted, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

3.4 Amendment/Modification. No Agreement to modify, amend, extend,

supersede, terminate, or discharge this Agreement, or any portion thereof, is valid or enforceable unless the State Water Resources Control Board has provided consent therefor and it is in writing and signed by all Parties to this Agreement.

3.5 No Construction against Drafter. This Agreement is the product of negotiation between the Parties, each of whom has been represented by counsel, and is deemed to have been drafted equally by the Parties; any rule of construction causing a document to be construed against the Party who drafted an Agreement shall not be applicable to this Agreement.

3.6 No Third-Party Beneficiaries. Nothing in the Agreement, expressed or implied, shall be construed to confer upon any Party other than the Parties or valid successors and assigns any legal or equitable right, remedy or claim under or by reason of this Agreement.

3.7 Counterparts. This Agreement may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. Signatures delivered by electronic means shall be deemed to bind each Party as if they were original signatures.

3.8 Authority. Each of the signatories to this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of the entity for which they execute the Agreement and have obtained all of the necessary approvals and authorities to do so.

3.9 Effective Date. The Parties shall deem this Agreement duly executed,

effective, and binding, upon the signing of the last counterpart by the signatories hereto.

3.10 Time is of the essence of this Agreement.

* * * * * * * * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

_____
Chairman, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

Approved as to Legal Form:

COUNTY COUNSEL

By: _____

ACCOUNT NUMBER(S)

_____

_____

CITY OF MADERA

_____
Cecelia K. Gallegos, Mayor

ATTEST:

_____
Alicia Gonzales, City Clerk

Approved as to Legal Form:

CITY ATTORNEY

By: _____
Shannon L. Chaffin, City Attorney

EXHIBIT "A"

(December 7, 2015 letter of the State Water Resources Control Board)

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board
Division of Drinking Water

December 7, 2015

Mr. Ahmad Alkhayyat,
Interim Public Works Director
County of Madera
200 West 4th Street
Madera, CA 93637

Dear Mr. Alkhayyat:

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to California Health & Safety Code, addressing consolidation of public water systems.

Records at the State Water Resources Control Board's – Division of Drinking Water (Division) indicate that the water delivered by the Madera County Maintenance District No. 19 – Parkwood public water system (System) is inadequate to meet the demands of the current customers. In addition, the water contains levels of manganese in excess of the secondary drinking water standard. In 2014, the Parkwood water system was out of water for a period of time due to a failure of the single source of supply for the Parkwood system. As a result, an emergency intertie was constructed with the City of Madera water system and the Parkwood system was supplied water by the City of Madera for approximately nine months. The supply from the City of Madera was shutoff following the rehabilitation of the Parkwood well (Well No. 3) but the emergency intertie remains in place. It is the Division's understanding that the Parkwood service area is outside the boundaries of City of Madera (City) but within the City's sphere of influence. It is also the Division's understanding that Parkwood's service area and distribution system are within about 25 feet of the City's boundary and distribution system.

The State Water Resources Control Board (Board) strongly encourages the Parkwood Water System and the City to work out voluntary consolidation of their public water systems. However, if a voluntary consolidation is not achieved in a timely manner, the Board may make the decision to exercise its authority pursuant to Health & Safety Code section 116682, subdivision (a) to achieve consolidation of the Parkwood System with the City's public water system.

The Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your community in a cost-effective manner. The Board will provide technical assistance and work with the City and the County to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board's Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have any questions regarding this matter, please contact me at (559) 447-3316. For funding related questions, please contact Mr. George Faggella at (916) 449-5652.

Sincerely,

Kassy D. Chauhan

Kassy D. Chauhan, P.E.
Senior Sanitary Engineer
Merced District
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

CC: Mr. David Randall, Public Works Director – City of Madera
Mr. David Braun, Executive Director - Madera County LAFCO

EXHIBIT "B"

(June 15, 2016 letter of the State Water Resources Control Board)

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board
Division of Drinking Water

June 15, 2016

System No.: 2010002

Mr. David Tooley, City Administrator
City of Madera
205 W. Fourth Street
Madera, CA 93637

Dear Mr. Merchen:

State Water Resources Control Board Notice Regarding Mandatory Consolidation

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to California Health &Safety Code, addressing consolidation of public water systems.

Our records indicate that the water delivered by the Madera County Maintenance District No. 19 – Parkwood public water system (System) is inadequate at times to meet the demands of the System's customers. In addition, the water delivered contains levels of manganese in excess of the secondary drinking water standard. Since approximately June 2014, the System has failed to consistently provide an adequate supply of safe drinking water. It is the State Water Resources Control Board – Division of Drinking Water's (Division) understanding that an emergency connection has been installed between the City of Madera (City) and the County's Parkwood System. The emergency connection was first utilized in 2014 for an eight month period to allow for rehabilitation of the System's existing well (Well No. 3) and an agreement with the City was reestablished this year.

The Division issued a pre-consolidation letter dated December 7, 2015 (enclosed) encouraging the County and the City to work out a voluntary consolidation of their public water systems. The County responded favorably to the pre-consolidation letter indicating that the County is willing to work towards consolidation with the City. The City did not provide a response to the letter but indicated verbally that it is likely that a consolidation will happen at some point in the future. However, a consolidation agreement was not made between the County and the City. The State Water Resources Control Board (State Water Board) strongly encourages the County's Parkwood System and the City to work out voluntary consolidation of their public water systems. If a voluntary consolidation is not timely achieved, the State Water Board intends to take action pursuant to Health & Safety Code section 116682, subdivision (a) for consolidation of the County's Parkwood Water System with the City's public water system. Please note that as used in the applicable statutory authority, the City is hereby identified as the potentially receiving water system and the County's Parkwood Water System is identified as the potentially subsumed water system.

This letter serves as official notification that, pursuant to Health & Safety Code section 116682, subdivision(b) (6), the City, the potentially receiving water system, is directed to negotiate consolidation with the Madera County – Parkwood Water System, the potentially subsumed water

system. The City is further directed to complete such negotiations and report the outcome to State Water Board Division of Drinking Water, Merced District Office not later than six (6) months following the date of this letter.

The State Water Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your neighboring community in a cost-effective manner. Pursuant to Health & Safety Code section 116682 subdivision (b) (6) (A), during the six month negotiation period, the State Water Board will provide technical assistance and work with the City and County to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board's Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have any questions regarding this matter, please contact Mrs. Kassy Chauhan, Merced District Engineer for the State Water Board, DDW, at (559) 447-3316, or me at (559) 447-3132. For funding related questions, please contact the Division of Financial Assistance at (916) 341-5700.

Sincerely,



Carl L. Carlucci, P.E.
Supervising Sanitary Engineer
Central California Section
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

Enclosure

cc: Mr. Robert Poythress, Mayor, City of Madera
Mr. David Merchen, City of Madera – Community Development Director
Mr. David Randall, Public Works Director, City of Madera
City Council, City of Madera
Madera County Board of Supervisor
Mr. Norman Allinder, Director, Madera County Community and Economic Development
Mr. Ahmad Alkahyat, Director of Public Works, Madera County Public Works Dept.
Mr. Dexter Marr, Environmental Health Director - Madera County Environmental Health
Mr. David Braun, Executive Officer, Madera LAFCO

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board
Division of Drinking Water

December 7, 2015

Mr. Ahmad Alkhayyat,
Interim Public Works Director
County of Madera
200 West 4th Street
Madera, CA 93637

Dear Mr. Alkhayyat:

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to California Health & Safety Code, addressing consolidation of public water systems.

Records at the State Water Resources Control Board's – Division of Drinking Water (Division) indicate that the water delivered by the Madera County Maintenance District No. 19 – Parkwood public water system (System) is inadequate to meet the demands of the current customers. In addition, the water contains levels of manganese in excess of the secondary drinking water standard. In 2014, the Parkwood water system was out of water for a period of time due to a failure of the single source of supply for the Parkwood system. As a result, an emergency intertie was constructed with the City of Madera water system and the Parkwood system was supplied water by the City of Madera for approximately nine months. The supply from the City of Madera was shutoff following the rehabilitation of the Parkwood well (Well No. 3) but the emergency intertie remains in place. It is the Division's understanding that the Parkwood service area is outside the boundaries of City of Madera (City) but within the City's sphere of influence. It is also the Division's understanding that Parkwood's service area and distribution system are within about 25 feet of the City's boundary and distribution system.

The State Water Resources Control Board (Board) strongly encourages the Parkwood Water System and the City to work out voluntary consolidation of their public water systems. However, if a voluntary consolidation is not achieved in a timely manner, the Board may make the decision to exercise its authority pursuant to Health & Safety Code section 116682, subdivision (a) to achieve consolidation of the Parkwood System with the City's public water system.

The Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your community in a cost-effective manner. The Board will provide technical assistance and work with the City and the County to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board's Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have any questions regarding this matter, please contact me at (559) 447-3316. For funding related questions, please contact Mr. George Faggella at (916) 449-5652.

Sincerely,

Kassy D. Chauhan

Kassy D. Chauhan, P.E.
Senior Sanitary Engineer
Merced District
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

CC: Mr. David Randall, Public Works Director – City of Madera
Mr. David Braun, Executive Director - Madera County LAFCO

EXHIBIT "C"

(Parkwood Area Map)

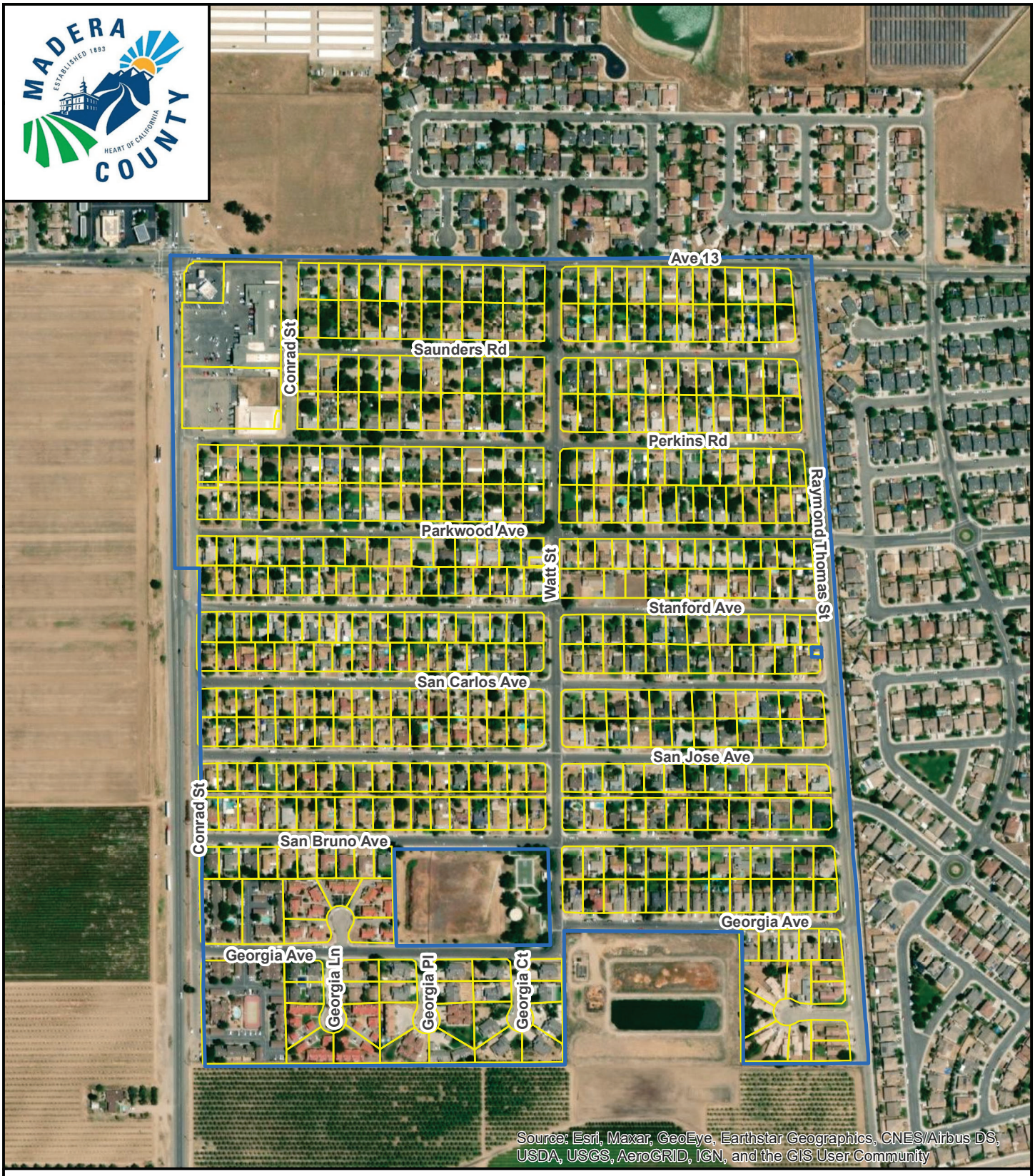


Exhibit C
MD 19 A&B
Parkwood

Parkwood

Parcel

Feet

0 250 500 1,000

EXHIBIT “D”

(MD 19 A/B Water Supply System Drawing)



Exhibit D
MD 19 A&B
Parkwood

Feet
0 250 500 1,000

Water System Pipeline

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: D-2

SUBJECT:

Parkwood Maintenance District No. 19 A & B Water System Consolidation Agreement

RECOMMENDATION:

Adopt a Resolution Approving Consolidation Agreement: Maintenance District No. 19 A & B – Parkwood (Agreement) Between the City and County for the Water System

SUMMARY:

The City, County, and the State Water Resources Control Board (Water Board) have, following efforts by all parties over a period of about 12 years, cooperatively advanced the Water Board expectation that the Parkwood Maintenance Districts No. 19A and 19B (Parkwood) water system be consolidated with the City's water system. The community of Parkwood is illustrated in Attachment 1 Location Map. This item represents the formal approval of all parties that consolidation of the water system can occur subject to the requirements of the Agreement. There are approximately 510 existing water connections, serving approximately 1,600 residents and several businesses. As part of the Agreement, the County is making several improvements to the water system infrastructure to meet City standards and ensure that following consolidation, Parkwood residents have a safe and reliable source of drinking water.

BACKGROUND:

Parkwood is an unincorporated community immediately south of city limits (Attachment 2) comprised of Madera County Maintenance District 19A and 19B. The County is responsible for the operation and maintenance of public utilities that include the drinking water system, sewer system, refuse collection, roads and streetlights.

On December 7, 2015, the Water Board issued a letter (Exhibit A to Agreement (Exhibit A)) to the County strongly encouraging the County and City coordinate a voluntary consolidation of the Parkwood water system with the City water system, stating:

> *"the State Water Resources Board (Board) strongly encourages the Parkwood Water System and the City to work out voluntary consolidation of their public water systems. However, if a voluntary consolidation is not achieved in a timely manner, the Board may make the decision to exercise its authority pursuant to Health & Safety Code section 116682, subdivision (a) to achieve consolidation of the Parkwood System with the City's public water system".*

The letter cited the condition of the Parkwood water system, specifically noting that the water system lacked source capacity required to meet the demands of customers, and was producing water that exceeded the secondary drinking water standard for manganese.

As a result of lack of progress, the Water Board issued another letter on June 15, 2016, "State Water Resources Control Board Notice Regarding Mandatory Consolidation" (Exhibit B to Agreement (Exhibit A)) pursuant to Health & Safety Code section 116682, subdivision (b)(6) to the City directing the City to negotiate with the County to consolidate the Parkwood Water System with the County. The letter states that the Parkwood water system consistently failed to provide an adequate supply of safe drinking water. The Water Board has deemed the Parkwood water system to be "at-risk", meaning the water system is likely to fail to meet drinking water standards without intervention. The Water Board cited a well failure event in 2014 that required the use of an existing emergency intertie between the City and County that was utilized for 7 consecutive months to supply Parkwood with potable water. Table 1 provides the duration and frequency of instances where the intertie has been opened seven times since 2014. More recently, the City assisted Parkwood by providing water through the emergency intertie for a period of several hours when PG&E had a planned outage that affected their well site.

Table 1: *Intertie Usage Events, 2014-Current*

Fiscal Year	Duration
2014/15	7 months
2017/18	< 1 month
2019/20	4 months
2022/23	3 months
2023/24	< 1 month
2024/25	< 1 month
2025/26	< 1 month
2026/27	< 1 month

DISCUSSION:

The Water Board consolidation order (Exhibit B to Agreement (Exhibit A)) does not require the City to fully annex all services and territory encompassing Parkwood, rather the Water Board is directing that the City take control of the Parkwood water system and water service. The Agreement also transfers ownership of the Parkwood water system infrastructure to the City. The Agreement states "Consolidation" officially occurs after (i) ownership of the Parkwood water system has been transferred to the City, (ii) the City accepts the Project as complete and (iii) the City begins to provide water service to all current customers within the Parkwood water system.

The Water Board recognizes the challenges for receiving water systems, in this case the City, in the consolidation process. The existing infrastructure within Parkwood water system has not been adequately maintained with many of the components not meeting City standards in their current state. As a condition of the Agreement, the County is upgrading certain aspects of the water system prior to the transfer of ownership to the City. The County was awarded a $7,000,000 construction grant from the Water Board through the Expedited Drinking Water Grant Program, under Agreement No. D2202048 and Project No. EDWG2010004-002C. These funds are intended to address some of water system infrastructure deficiencies in Parkwood and as a result, offset the impacts of consolidation to the City.

Water Board Funding Agreement – Parkwood Water System Improvements

The funding agreement includes design and construction of a new 1,000 gallon per minute (gpm) domestic well located within Parkwood Park (Well 5). The well site will be lit and surrounded by a six-foot-high CMU split face concrete wall. In addition, the well will be equipped with SCADA communication equipment compatible with the City's existing system, a 200-kW diesel backup generator with sound enclosure, and chlorination (sodium hypochlorite chemical feed) treatment.

Other improvements include 2,700 feet of new water mains, new fire hydrants, valves and meters, motor control center electrical components, and proper abandonment of 3 existing inactive well sites. Ownership of the new well (Well 5) will be transferred to the City upon consolidation. Construction is currently underway on the new domestic well (Figure 1) and all other improvements. Construction is anticipated to be complete by April 2027 though it is understood that the contractor is well ahead of schedule.



Figure 1. New Well (Well 5), Under Construction

Assessment of Existing Parkwood Water System Components

The existing Parkwood water system is comprised of 4 domestic wells (1 active and 3 inactive), a 250,000-gallon storage tank, fire hydrants, valves, backflow prevention devices, meters and distribution infrastructure. These items are discussed in greater detail below. A description of any improvements to these components and their planned usage following consolidation is provided as well.

Existing Drinking Water Wells

The Parkwood water system is currently supplied by a single active municipal groundwater production well (Well 3) on the west side of Raymond Thomas Street, between Stanford and San Carlos Avenues (Attachment 3 and Figure 2 below). This well was drilled in 1978 and is approximately 305 feet deep, with an estimated production capacity of 400 gallons per minute (GPM). The well is equipped with a 16-inch casing and a 100-horsepower pump motor. While the production capacity for Well 3 is relatively low compared to a typical City production well, City staff recommend accepting ownership of

Well 3 as part of the Agreement rather than abandoning it. Furthermore, City staff determined that accepting the well was a practical decision given the cost of new well is approximately $2.5 million. As such the value of this well could be approximately $750,000. The City will incorporate Well 3 as an active production well and assume responsibility for the required maintenance and monitoring following consolidation.

The well site is enclosed by a 6-foot chain-link security fence with privacy slats and barbed wire. The well site also contains an approximately 10,500-gallon hydropneumatic pressure tank, motor control center, lighting, associated piping, valves, flow meter, and chlorination treatment. It is noted that the existing well is developed on an undersized parcel. Regardless, it provides adequate access via Raymond Thomas Road, albeit limited spacing at the well site.

There are 3 inactive wells also connected to the Parkwood water system (Attachment 3). As a condition of the Agreement, the three inactive well sites (Well 1, 2, 4) will be properly abandoned through the County's funding agreement with the Water Board. Upon proper abandonment, Wells 1, 2 and 4 will not require any further monitoring or maintenance. abandonment, those wells will not require any further monitoring or maintenance



Figure 2. Well 3, Sole Active Source for Parkwood

250,000-Gallon Storage Tank

The County constructed a 250,000-gallon at grade water storage tank in 2016 at Parkwood Park as seen in Figure 3. The tank is 26.1 feet high and 44.6 feet in width. The tank, constructed to American Water Works Association (AWWA) D103-09 standard is a factory-coated bolted steel tank. The tank is surrounded by a six-foot-high chain link fence topped with 18 inches of barbed wire. The barbed wire security topping is permitted as an exception for the public water utility facility for security purposes and is maintained in accordance with applicable County requirements.

The purpose of the storage tank is to compensate for low well yields of the previous Parkwood system relative to demand during parts of the day. When demand is high, water is fed from the tank through three existing booster pumps, and a 5,000-gallon hydropneumatic tank, both located at the Well 4 site, and back out to the distribution system. The three booster pumps were installed along with the storage tank in 2016. Their purpose is to boost water from the storage tank out to the distribution system. When demand in the distribution system is low, water passes through the hydropneumatic tank back to the storage tank. While it is likely the storage tank will not be of much benefit to the City in terms of peak hour demand, it still represents 250,000 gallons that can be relied upon on the south side of town should there be a significant drought that reduces Citywide capacity during peak hour demand.

Following consolidation, the ownership, operation and maintenance of the storage tank and appurtenance will be transferred to the City. The future maintenance for the storage tank may include regular periodic visual inspections of the tank perimeter and venting, and internal inspections of the tank every 3 to 5 years based on American Water Works Association (AWWA) guidelines. The interior of the storage tank was inspected at the time of its construction with no reported issues according to the County.



Figure 3. 250,000-Gallon Storage Tank

Water Conveyance System (Distribution System)

As part of City staff efforts to move toward a consolidation agreement with the County, the City commissioned Akel Engineering Group to complete a water, sewer, and storm drainage infrastructure study for Parkwood and Parksdale in 2016. This study evaluated the existing system to identify capacity and condition deficiencies, and remaining service life. The study found that the water system within Parkwood consists of 29,572 feet of 6-inch to 8-inch diameter Asbestos Cement Pipe (ACP) water pipelines. The distribution system was installed in multiple phases between 1953 and 1979.

The study also included a fire flow analysis to review peak hour pressures in the Parkwood distribution system. This analysis indicated that the majority of the system is capable of meeting the maximum day demand plus fire flow conditions, with the exception of a small portion in the southeast area of Parkwood. Based on these results, the study recommended improvements to mitigate existing deficiencies, ensuring the entire system can support maximum day demand plus fire flow, and meet the needs of future demand in the southeast portion of Parkwood. Proposed improvements are shown in Attachment

4. These proposed improvements to the distribution system are included currently in the Water Board funding agreement with the County and as a condition of the Agreement.

A majority of existing distribution system within Parkwood will remain in service. Occasional service line leaks have been reported within the existing distribution system. As with any distribution system, continued maintenance and replacement of aging infrastructure are expected. The County has maintained some leak records for the system but did not indicate that there were any significant areas of concern for water loss.

The City's SCADA system utilizes Wonderware software to provide real-time monitoring, control, and data acquisition for the City's water distribution system which is compatible with the County's Missions Communications system. As part of the consolidation, the County will transfer ownership of the associated communication equipment within the distribution system to the City and allow these facilities to be integrated to the City's SCADA monitoring system.

Water Meters

The Parkwood water system serves a total of approximately 510 service connections serving approximately 540 metered services. Table 2 provides a detailed breakdown of the types of connections and meter size. Parkwood is largely developed with single family homes; however, there are duplexes and apartments on Parkwood's most southern edge along Georgia Avenue.

Table 2: *Existing Development and Water Meter Sizes*

Development Type	Water Meter Size (in inches)	Metered Service
Single family home	3/4"	499
Duplex	3/4" meters, if separately metered	15
4-5 unit apartment buildings	2"	5
2 large apartment complexes	2"	
Religious institution (Stanford Ave.)	¾"	1
Parkwood Village Shopping Center	¾" – 1.5"	4
Parkwood Park	4"	1
Parkwood Wastewater Treatment Plant	3/4"	1
New Meters to Existing Connections – Parkwood Improvements Project	1"	13
Total Approximate Metered Services After Improvements		539

As part of the improvements funded through the Water Board, 495 existing connections will be retrofitted with ¾" meters, and 13 existing connections will have new 1" water meters installed. The City currently utilizes Sensus software for automated water meter reading technology. As part of the funding agreement improvements to the Parkwood system, Sensus meters were specified to ensure compatibility with the existing automated meter reading system. Following consolidation, City staff will review as-built plans to prepare an up-to-date meter inventory for Parkwood.

Fire Hydrants

Parkwood has 50 public fire hydrants and one private fire hydrant. In reviewing the proposed improvements included in the Water Board funding agreement, the City determined that the existing hydrant distribution does not meet the applicable fire-protection spacing criteria, City Standard W-6, of a maximum allowable spacing of 400 feet. This finding was supported by the City Fire Department who submitted their recommendations in a letter to the County. Attachment 5 shows the locations of the existing hydrants along with the 16 proposed hydrants that will be installed prior to consolidation.

As a condition of the Agreement, all hydrants and their associated gate valves must be fully operational at the time of consolidation. City staff have also requested that all hydrants be painted and flushed prior to the transfer of ownership.

Gate Valves

The Parkwood Water System has approximately 54 main gate valves (see Attachment 6). Prior to acceptance, the City will inspect each gate valve to confirm that it is functional. In addition to the gate valves on main water lines, each fire hydrant provides a gate valve. Gate valves are installed throughout the City's water distribution system that allow staff to stop the flow of water to specific sections or segments of the system. These valves are essential for emergency response and routine maintenance because they enable maintenance crews to isolate a limited area while minimizing service interruptions to surrounding customers.

Backflow Prevention Devices

Backflow prevention devices or assemblies protect the public water system by preventing contaminated water from flowing back into the potable water distribution system. The Parkwood water system has 10 existing and five proposed backflow prevention devices. As part of the improvements funded through the Water Board, backflow devices will be furnished and installed at connections requiring backflow prevention, including those that will be maintained and tested privately. Two of the existing backflow devices are currently owned by the County serving Parkwood Park and the wastewater treatment plant. The remaining devices, existing and proposed, will serve privately owned properties. The privately owned backflow devices are primarily located at the commercial

site northwest of Perkins Road and Conrad Street, as well as at the apartment complexes on Georgia Avenue. Property owners are responsible for scheduling all required testing, maintenance, repairs, and replacements for privately owned backflow prevention assemblies. If a device fails its required test, the owner must ensure it is promptly repaired or replaced. The City monitors compliance with regulatory testing requirements for privately owned backflow prevention assemblies to ensure testing is completed on an annual basis. Following consolidation, the County will retain ownership of the two backflow devices serving the park and wastewater treatment facility. The County will be required to report testing results to the City annually as well.

Transitions Following Consolidation

The City Public Works Department (PW) has reviewed available documents from the County and has not identified items of concern with regard to the system as a whole. PW will have the opportunity to identify other items of concern prior to consolidation in accordance with the terms of the Agreement. The County has established reserve funding for ongoing maintenance and future capital replacements based on the remaining useful life of the infrastructure. Available reserve funds have not been volunteered for use by the City, nor is any ongoing financial support following the consolidation provided in the Agreement. If previously unidentified significant repair needs arise in Parkwood following consolidation, the City may be eligible for funding in the future, subject to funding availability, through the Water Board, e.g. leak detection and repair projects.

In the event repairs within the County Right Of Way (ROW) are necessary, the County will issue an encroachment permit to the City to facilitate access within County ROW. The City will be responsible for repairing any utility trenches, as is the case with any City project within the County ROW.

Future Connections

Should a resident or other party wish to make a new connection to the water system in the future, applicants would need to obtain the following permits

- City: Obtain a permit from the City to connect to the system
- County: Obtain a permit from the County to work in the public right-of-way

Transitioning of Accounts

The County will be responsible for notifying its customers of the transfer for water service to the City. Following completion of the improvements associated with the consolidation process, customers would be treated in the same manner as any new customer that recently moved into a house or business.

- ***City's Role***
  Parkwood residents/customers would not have their existing utility accounts transferred to the City directly. Instead, the customers would visit City Hall and sign up for water

service. The City will be responsible for billing and collection of water utility charges that occur after the consolidation.

- ***County's Role***

  The County would be responsible for collection efforts on the amounts that were outstanding at the time of the consolidation.

- ***Customer Experience***

  Parkwood residents will receive a water bill from the City and a utility bill from the County for other services. In comparison, City residents currently receive a single bill for water, sewer, street sweeping, storm drainage, and refuse collection.

  Considering that Parkwood has 540 metered services, it is expected that the City will experience an increase in customers visiting City Hall during the transition period. This transition period will likely occur over a period of as little as a month given residents would not have a water account and paid service until they have set up their water service account with the City.

- ***Outstanding Balances***

  Because all customers will be required to establish a new service with the City, any outstanding balances associated with previous County accounts will remain the responsibility of the County. As a result, the City will not be responsible for collecting any outstanding balances.

Costs for Services

Per County staff (see Attachment 7), all customers in Parkwood currently pay a flat fee for water service. Following consolidation into the City water system, all customers will be metered, including the Parkwood Park and Wastewater Treatment Plant. Table 5 summarizes water billing rates:

Table 5: *Water Billing Rates*			
Rate Component	**County MD 19A/19B**	**City Water System**	
Fixed Monthly Charge	$34.12/month (19A) or $34.02/month (19B), plus Accumulated Capital Outlay (ACO)	Meter Size	Monthly Charges
		¾"	$17.60
		1"	$23.47
		1.5"	$38.13
		2"	$55.73
		3"	$102.67
		4"	$155.45
Water Usage Charge	None; flat assessment	$2.19/Hundred Cubic Foot (HCF)	
Example: 10 HCF/month	$34.12/$34.02 + ACO	$39.50	
Estimated Average Bill	$43	$57	

FINANCIAL IMPACT:

Development Impact Fees

Consistent with other newly connected properties, the County will pay applicable City Water Development Impact Fees for all existing service connections as a condition of consolidation. This ensures that Parkwood contributes proportionately toward existing and future water infrastructure in the same manner as other properties served by the City's municipal water system.

Payment of these fees ensures equitable treatment of existing and future customers while supporting continued investment in the City's water system. See Table 6 below.

Table 6: *Development Impact Fees*					
Metric	**Number / Size**	**Water Pipe Fee**	**Water Well Fee**	**Combined Fee**	**Total Fee**
SFU	500 units	$283.33/unit	$562.34/unit	$845.67/unit	**$422,835.00**
MFU	133 units	$151.48/unit	$300.78/unit	$452.26/unit	**$60,150.58**
Retail / Commercial	42,336 SF	$0.133/SF	$0.072/SF	$0.205/SF	**$8,678.88**
TOTAL	**---**	**$167,42.52**	**$324,221.93**	—	**$492,664.46**

Future Expenses

Per Attachment 8, the County indicates that current PG&E billing for the entirety of Parkwood is currently about $110,000 per year. Operational and maintenance costs for the water system are approximately $304,259 ($194,259 when deducting for PG&E) annually. It is anticipated that typical annual maintenance costs would be similar under City oversight.

Future Revenues

Table 7 below shows the future revenues anticipated with the consolidation of the Parkwood water system. The usage is based on the average daily demand (ADD) provided in the 2016 Infrastructure Study for the Parkwood water system of 218 gpm. Based on this ADD, water usage in terms of gallons per day per capita (gpdc) is approximately 192 gpcd. This usage rate is higher than that observed by City customers which is 119 gpcd. Annual revenue calculations are provided below for both the current usage rate in Parkwood and the observed usage for City customers on metered water service. It is likely that Parkwood residents will decrease their water usage over time as they adjust to paying for water on a metered basis. From the totals provided in Table 7, the City will likely still see a profit even if consumption rates decrease over time.

Table 7: *Annual Revenue Scenarios*

City Charges Type	City Charge Rate	Approximate Annual Revenue	Total Annual Revenue
Meter Flat Rate @ 540 Service Connections	$17.60 (518 meters) $23.47 (13 meters) $38.13 (3 meters) $55.73 (4 meters) $155.45 (1 meter)	$118,976	--
Water Use Rate @ Existing Usage of 192 gpdc, 1,600 capita	$2.19 per Hundred Cubic Feet (HCF)	$328,266	**$447,242**
Water Use Rate @ Observed City Usage of 119 gpdc, 1,600 capita	$2.19 per HCF	$203,457	**$322,433**

ALTERNATIVES:

Should Council not approve the Agreement, the City could be held by the State to be in violation of the Health and Safety Code section 116682 subdivision (a) consolidation of the County's water supply system into the City's water supply system and actions of the Parties contemplated by this

Agreement may not be implemented. The improvements currently under construction in Parkwood would remain property of the County and Parkwood residents would continue to receive water service through the County.

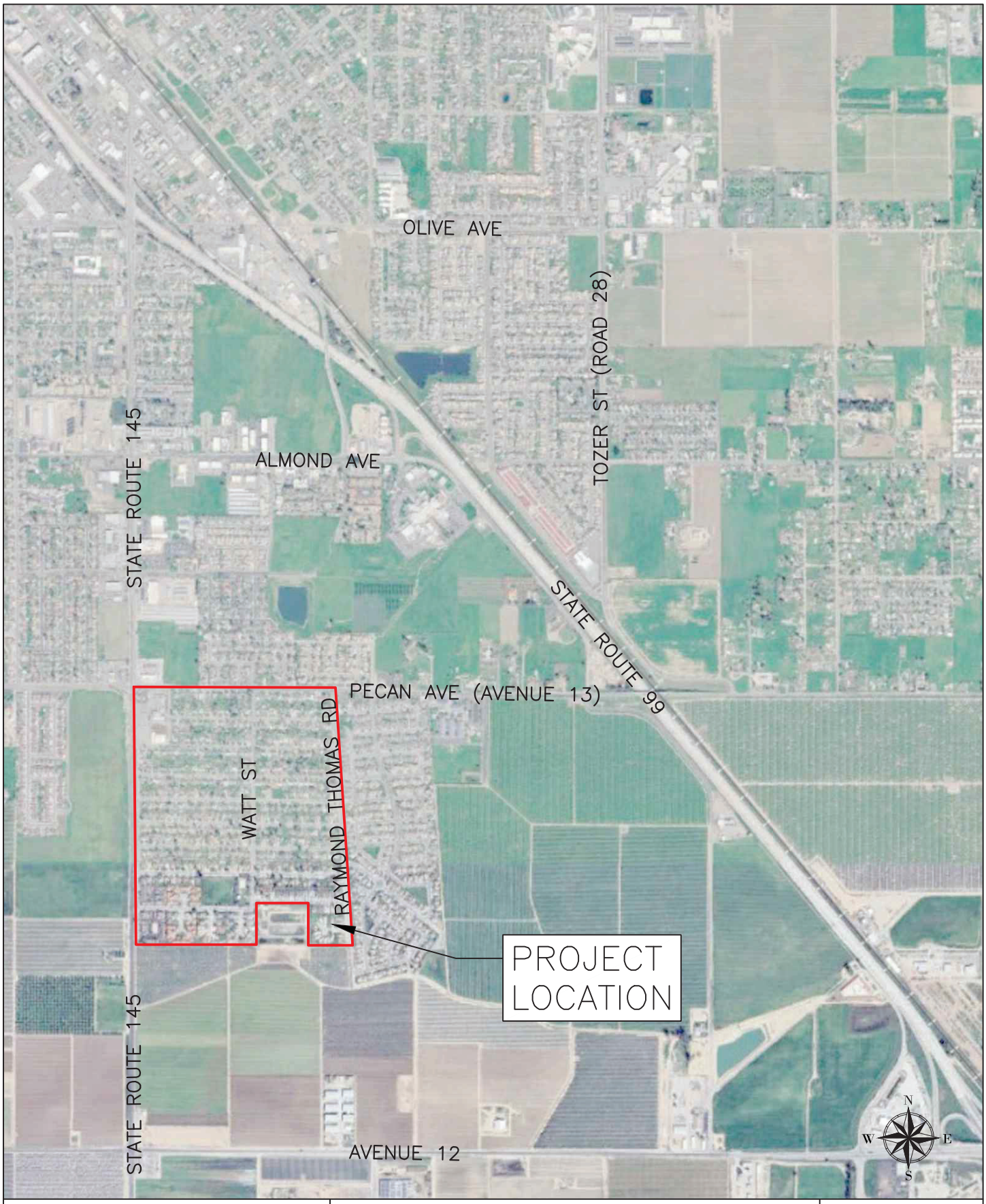
ATTACHMENTS:

1. Location Map
2. MD 19 A & B Map
3. Well Site Map
4. Proposed and Existing Pipe Map
5. Gate Valve Map
6. Fire Hydrant Map
7. Parkwood Water Bill Rate
8. Annual Parkwood Maintenance Cost
9. Resolution – Approving Agreement
    - Exhibit A - Public Water Systems Consolidation Agreement
        - Exhibit A - December 7, 2015 letter of the State Water Resources Control Board
        - Exhibit B - June 15, 2016 letter of the State Water Resources Control Board
        - Exhibit C - Parkwood Area Map
        - Exhibit D - MD 19 A/B Water Supply System Drawing
        - Exhibit E - Parkwood Water System Improvement Plans (On File in City of Madera Engineering Department)

Attachment 1

Location Map

LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE AVE** **MADERA, CA 93638**	Parkwood Water Consolidation Area	DR BY: **RR** CH BY: DATE: **10/13/26** SCALE: **NTS** SHT **1** OF **1**

Attachment 2

MD 19 A & B Map

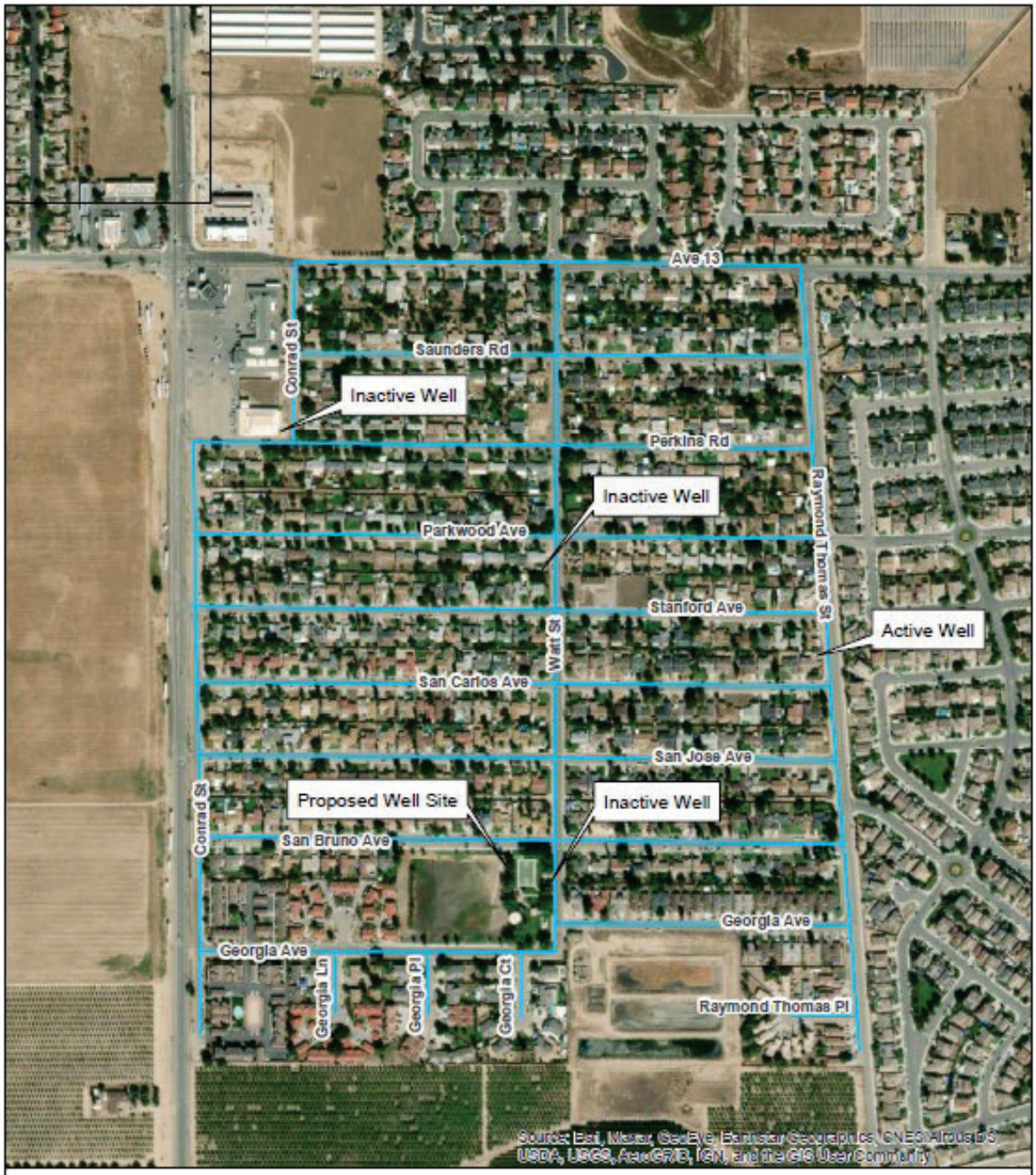
MAINTENANCE DISTRICTS 19 A & B



Attachment 3

Well Site Map

PARKWOOD WELL SITES



Feet

0 250 500 1,000

MD 19 A&B Parkwood

Water System Pipeline

Attachment 4

Parkwood Improvements Map

PLANNED IMPROVEMENTS



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

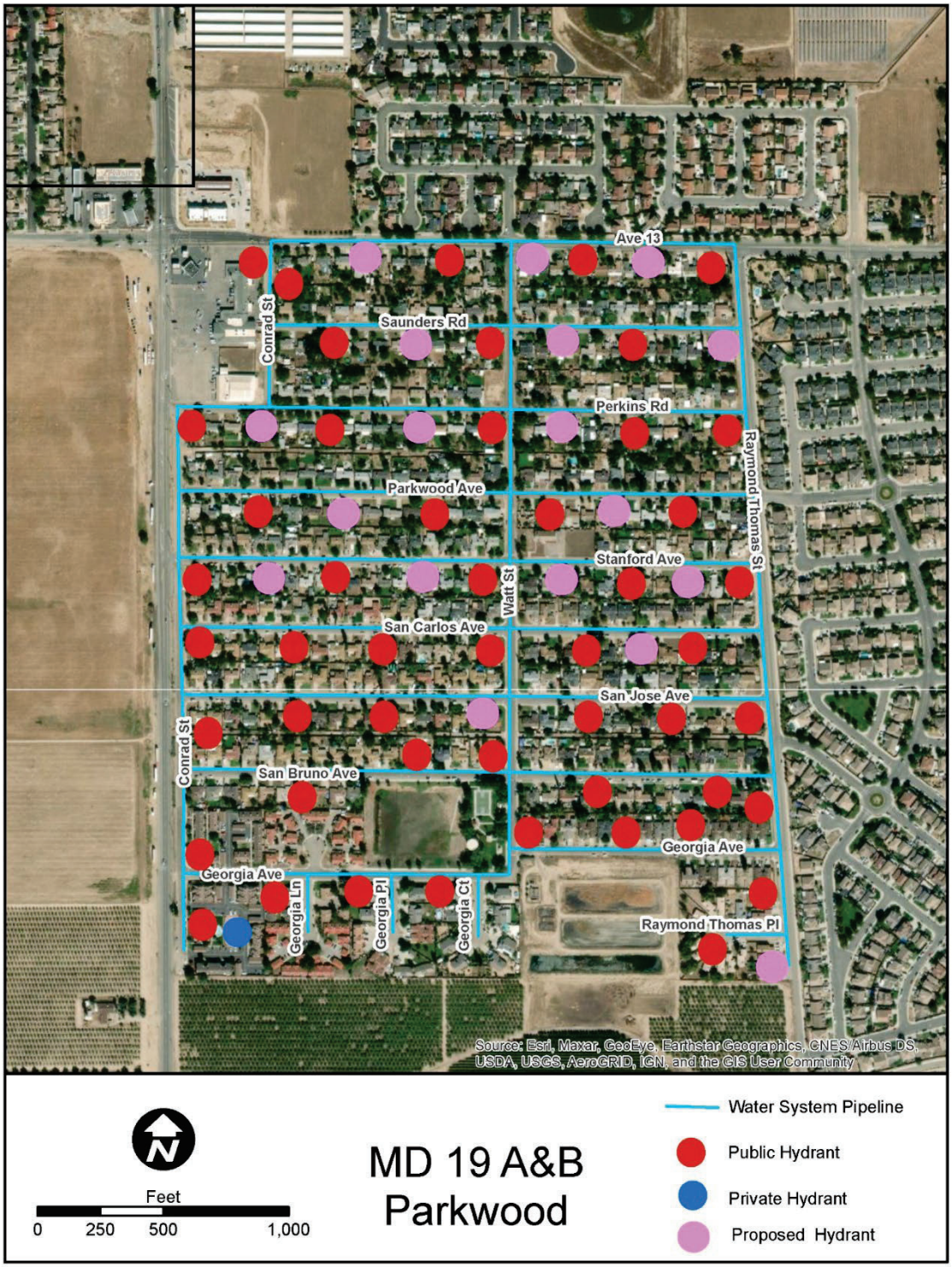
Parkwood
Water Consolidation Area

DR BY: RR
CH BY:
DATE: 10/13/26
SCALE: NTS
SHT 1 OF 1

Attachment 5

Fire Hydrant Map

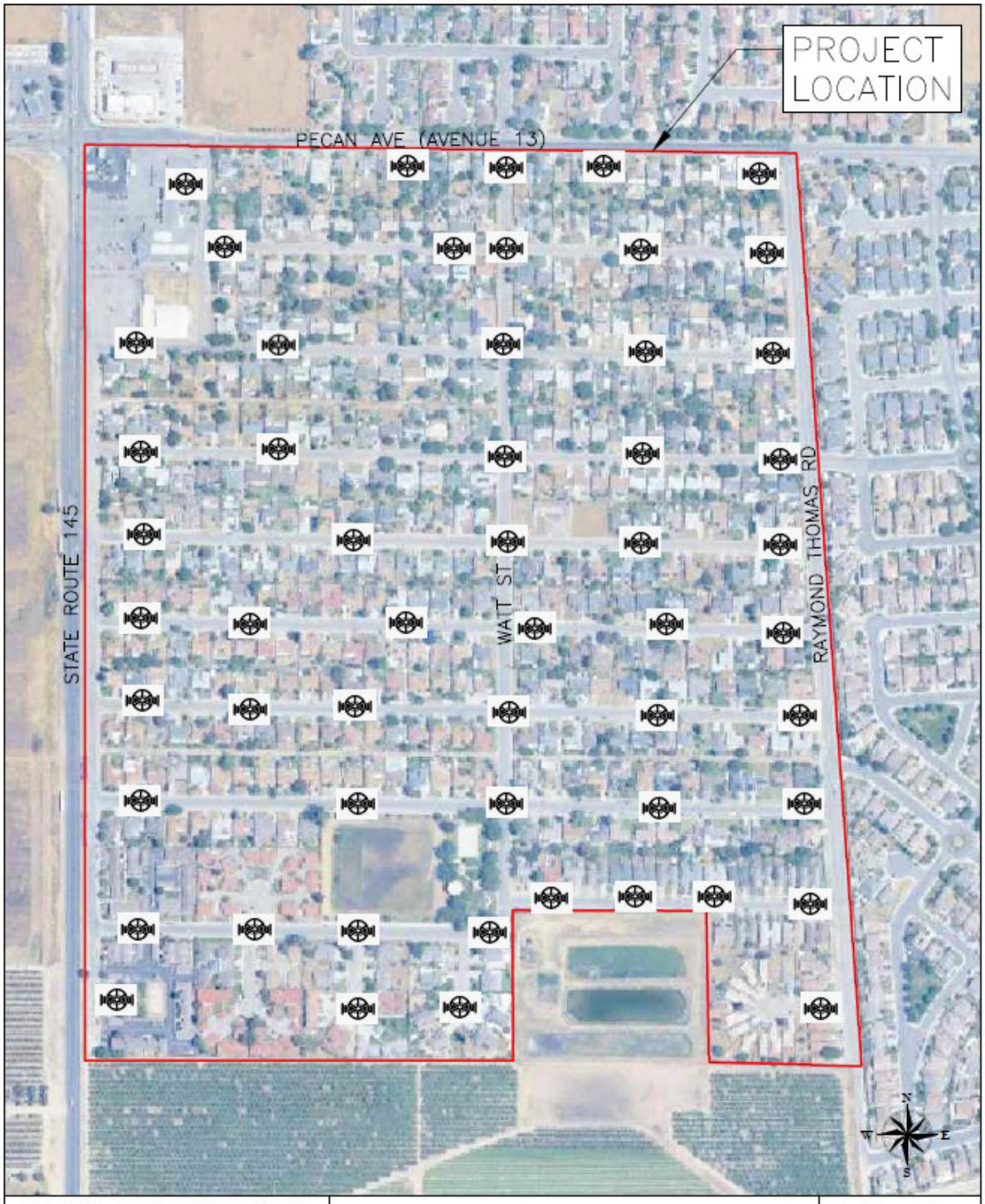
PARKWOOD HYDRANTS



Attachment 6

Gate Valve Map

GATE VALVE MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

Parkwood
Water Consolidation Area

GATE VALVE

DR BY: RR
CH BY:
DATE: 7/7/26
SCALE: NTS
SHT 1 OF 1

Attachment 7

Parkwood Water Bill Rate

From: Patty Becerra
To: Fahed Mosleh; Elliot Racusin
Subject: RE: Parkwood Maintenance District No. 19 A & B Water System -Water bill rates
Date: Tuesday, July 21, 2026 3:48:05 PM
Attachments: image005.png
image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image030652.png
image877757.png
image201058.png
image999119.png
image385233.png
image586331.png

Hi Elliot,

The current water rates for MD19A & MD19B are as follows:

MD19A: $34.12 per month

MD19B: $34.02 per month

They are not on a metered rate.

Thank you.

Patty Becerra | Administrative Services Officer
PUBLIC WORKS DEPARTMENT, ADMINISTRATIVE SERVICES
200 W. 4th Street, Suite 3100, Madera, CA 93637
Office: (559) 675-7811

Attachment 8

Annual Parkwood Maintenance Cost

From: Jason Mitchell
To: Elliot Racusin; Keith Helmuth; Fahed Mosleh
Cc: Jared Carter
Subject: RE: MD19-Parkwood- Consolidation Agreement Updates- Information requested from City Manager- Clarification on annual tank maintenance cost
Date: Wednesday, July 15, 2026 1:02:45 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image974348.png
image134179.png
image851171.png
image803804.png
image386080.png
image932214.png

Hello Elliot

Sorry just getting back to you been a busy morning.

Itemized data (in Dollar amounts):

- Communication Services 623.40
- Insurance Expense 37492.00
- General Insurance 2902.31
- Maintenance – Water System 22222.39
- Direct Maintenance Expense 115199.09
- Memberships 94.51
- Equipment 51.43
- Rentals and Lease (Equipment) 9937.93
- Special Departmental Expense 5614.72
- Gas and Electricity 110121.63

I hope this what you are looking for.

Thanks!

Jason Mitchell | Public Works Superintendent-Utilities
PUBLIC WORKS, MAINTENANCE AND OPERATIONS
200 W. 4th Street, Suite 3100, Madera, CA 93637
Office: (559) 675-7811 | Cell: (559) 517-7798

Attachment 9

Resolution

RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING PUBLIC WATER SYSTEMS CONSOLIDATION AGREEMENT: MAINTENANCE DISTRICT NO. 19 A & B-PARKWOOD BETWEEN CITY OF MADERA AND COUNTY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, County of Madera (Owner) administers Parkwood Maintenance District No. 19 A & B (MD 19 A & B) of which provides for the operation and maintenance of certain public improvements including but not limited to a water supply system and sewer system within the Parkwood area of Madera County; and

WHEREAS, On June 15, 2016, the State Water Resources Control Board issued a Notice Regarding Mandatory Consolidation of Owner's water supply system into City of Madera's (City) water supply system to the City.

WHEREAS, Owner has requested Consolidation of the MD 19 A & B's water supply system into the City water supply system at the States behest in order to resolve the existing water system issues.

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 Consolidation Agreement: Maintenance District No. 19 A & B – Parkwood Between City of Madera and County of Madera Public Water Systems Consolidation (Agreement) between the City of Madera and County of Madera, attached hereto Exhibit A is approved.
3. The Mayor authorizes staff to review as-built plan sets and verify field conditions prior to accepting the project on behalf of the City.
4. The Mayor authorizes staff to review and approve the change order to include additional fire hydrants necessary to meet City standards.
5. The Mayor authorizes staff to review and approve any change order necessary to meet City or State standards required for domestic public water systems.
6. The Mayor is authorized to execute said Agreement on behalf of the City.
7. The as-built plans represent take the place of the Approved Plans following completion of the improvements.
8. Staff is directed to record Agreement between City of Madera and County of Madera
9. This Resolution is effective immediately upon adoption.

* * * * * * * * * *

Exhibit A

Public Water Systems Consolidation Agreement: Maintenance District No. 19 A & B – Parkwood Between City of Madera and County of Madera

Consolidation Agreement: Maintenance District No. 19 A&B – Parkwood

CONSOLIDATION AGREEMENT

This CONSOLIDATION AGREEMENT (hereinafter "Agreement") is entered into by and between the County of Madera (hereinafter "County"), and the City of Madera (hereinafter "City"), a municipal corporation. County and City are hereinafter sometimes referred to collectively as "Parties" and individually as "Party."

RECITALS

A. Parkwood Maintenance District No. 19 A&B ("District") is located in the Parkwood area of Madera County and was formed by the County pursuant to Resolutions 65-144 (1965) and 78-427 (1978) to provide for the operation and maintenance of certain public improvements including but not limited to a water supply system and sewer system. The District currently has 510 existing water connections.

B. The District water supply system has experienced water quality and supply issues, including but not limited to well failure ("water system issues") and is considered an "at risk water system" by the State Water Resources Control Board.

C. As a result of the District's water system issues, an emergency intertie facility was constructed to provide the District with water from the City of Madera on a temporary emergency basis.

D. The District is located within the sphere of influence of the City of Madera and within 25 feet of the City's present boundary and water distribution system.

E. On December 7, 2015, the State Water Resources Control Board issued a

letter to the County encouraging the County to work out a voluntary Consolidation of the District's water supply system into the City's water supply system. (A copy of the letter is attached to this Agreement as Exhibit "A").

F. On June 15, 2016, the State Water Resources Control Board issued a Notice Regarding Mandatory Consolidation to the City. A copy of the letter is attached to this Agreement as Exhibit "B."

G. The County is currently undertaking actions to upgrade and improve certain aspects of the District's water supply system, which are intended to address the water system issues (the "Project"), as shown in the Approved Plans, as defined below, subject to approved state funding.

H. The City has undertaken preliminary evaluations of annexing the Parkwood area of the County into the City and taking ownership of the District's water supply.

I. The City and County agree that it is in the public interest for the City to consolidate the MD 19 A&B water system into the City water system in order to resolve the existing water system issues.

J. The actions of the Parties contemplated by this Agreement may be implemented without the approval of the Madera County LAFCO, pursuant to the provisions of Government Code section 56133(e).

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, for other good and valuable consideration, and in order to promote the public health and welfare, the Parties agree as follows:

1. Definitions.

1.1 "Intertie" shall mean the existing emergency pipeline and facilities connecting the District and City's water supply systems.

1.2 "Parkwood Area" shall mean that area of Madera County shown in Exhibit "C" to this Agreement.

1.3 "Consolidation" shall be deemed to occur after (i) ownership of the District Water Supply System" has been transferred to the City, (ii) the City accepts the Project as complete and (iii) the City begins to provide water service to all customers that are currently customers of the District

1.4 "Maintenance District No. 19 A&B" shall mean the existing Maintenance District and facilities ("District").

1.5 "Water Supply System" shall refer to the existing Maintenance District No. 19 A&B water supply system shown and described in Exhibit "D" to this Agreement ("District Water Supply System") and include all associated water system inventory.

2. <u>Consolidation of the District and City Water Supply System</u>.

2.1 The City and County agree to cooperate and work diligently and in good faith to consolidate the District's Water Supply System into the City's system and to meet all requirements for Consolidation under the Health and Safety Code. The City of Madera is the "receiving water system" defined in Health and Safety Code Section 116681(o) as the public water system that provides service to a subsumed water system through Consolidation. The District is the "subsumed water system" defined in Health and Safety Code Section 116681(r) as a public water system consolidated into the receiving water system.

2.2 The City and the County agree to work cooperatively with the State Water Resources Control Board including the Division of Drinking Water to transfer ownership of the District's Water Supply System to the City. Upon consolidation, the County agrees to surrender its water supply permit to the State Water Resources Control Board and will cease operation as a purveyor of water to the District.

2.3 As a condition to Consolidation, the County shall complete the upgrade of certain aspects of the District's existing water supply system including the water well, pressure tank and related piping, all as set forth in the Approved Plans for the Project entitled Madera County Maintenance District 19A & B Parkwood Water System Improvements, on file at the City of Madera Engineering Department located at 428 East Yosemite Avenue, Madera, CA 93638 ("Approved Plans"). The Approved Plans shall also show all underground pipelines and electrical connections located on and adjacent to the water wellsite.

2.4 Prior to Consolidation, the City agrees to retain the emergency intertie between the City's water supply system and the District's Water Supply System.

2.5 Prior to Consolidation:

- The County agrees to notify all rate payers (residential, apartment, commercial and other miscellaneous accounts) of changes in management and ownership of the water supply system and with an estimated City of Madera rate and monthly average cost for water service following Consolidation (as provided by the County) associated with their type of account. In the event rate payers

object to transfer of ownership, County shall act as lead agency with support from City in addressing rate payer concerns. Rates charged by the City to all rate payers included in the Consolidation shall be equal to rates charged to other similarly situated rate payers of the City.

- All fire hydrants and valves shall be shown to be fully operational and in compliance with current City standards or fire hydrant valve shall be replaced and shall be operational.
- All non-operational well sites shall be vacated with ownership transferred to the adjacent property owner(s).
- Immediately following deactivation of the last well, vacate the site to the adjacent property owner(s).
- The new well site and support equipment areas, as shown on the Approved Plans, shall be deeded to the City. Easement for all piping systems within the confines of the park area and access to the pressure tank and all water systems shall be provided to the City.
- The County shall execute and deliver to the City such new or additional easements as are needed by the City in order to take ownership of and operate the Consolidated water system.
- Water Pipe Development Impact Fees shall be paid by the County for all current service connections to account for impacts on the City backbone water system, subject to state funding approval.

2.6 Following Consolidation, the County agrees to consider in good faith any City request for the dedication of additional land to the City located adjacent to the current well site at no cost to the City should the well site be expanded for any reason.

2.7 Consolidation shall include a transfer of the District's Water Supply System and related land that includes water system facilities (via deed and bill of sale) to the City at no cost to the City. The transfer shall occur within sixty (60) days of the County certification to the City that improvements shown on the Approved Plans for the Project have been completed. The "date of consolidation" shall be the date that the County delivers the deed and bill of sale to the City.

2.8 From and after the date of Consolidation: (a) the District's Water Supply System, including the Project, shall become integrated into the City's water system and become part of the City's water system; (b) the City shall assume all further responsibility for the District's Water Supply System including but not limited to the administration, operation, service, maintenance and replacement of those systems; and the County shall no longer have any responsibility or liability for the administration, operation or maintenance of the District Water Supply System or for any costs associated with its operation or maintenance; and (c) the City shall sufficiently and properly staff, operate and maintain those portions of the system for their useful life in accordance with all applicable state and federal laws, rules, and regulations.

2.9 Upon Consolidation, the County will issue to the City a no fee encroachment permit to facilitate access to all County right-of-way in which water supply system improvements are located or upon which access would provide reasonable and necessary

access for the purposes of maintaining the water supply system under this Agreement. Ninety (90) days prior to consolidation, the County will provide the City with an electronic customer file in a format that is mutually acceptable to both parties. The County will keep any customer deposits and outstanding balances that may exist as of the date of the transition.

2.10 From and after the date of Consolidation: (i) the District's users are required to open an utilities service account with the City and comply with City standards for water services as set forth in the Municipal Code; (ii) the County acknowledges that the City has full authority to enforce all regulations with regard to District's Water Supply System upon its Consolidation into the City's water supply system; and delegates any authority for the same to the City; (iii) if for any reason the City is unable to enforce its Municipal Code provisions within the District related to the provision of water services due to operation of law and its location in the sphere of influence, then the County will enforce the same upon request of the City at City's expense; (iv) the County acknowledges that nothing in the Agreement requires the City to provide water services to individual users that fail to pay, or operate the system in violation of the City's Municipal Code; and (v) if there are unpaid amounts and City collection options such as a lien or levy are not available for property within the District, then upon request of the City the County will levy or lien the property or take other enforcement efforts to secure the payment of the same at no cost to the City as long as the property has not been annexed to the City.

2.11 If annexation of the territory previously served by the District's Water Supply System is ever proposed to be annexed to the City, the County agrees to said

annexation and will not oppose the same.

2.12 Access, Inspection, and Public Records: The City must ensure that the State Water Resources Control Board, the State Auditor, or any authorized representative of the forgoing, will have safe and suitable access to the portions of the District's Water Supply System funded by the State Water Resources Control Board, Agreement No. D2202048, Project No. EDWG-2010004-002C (Project) at all reasonable times during the useful life of such facilities, and shall have access at reasonable times to records relevant to the Project for the records retention period specified in Agreement No. D2202048.

2.13 Records Retention: The City must maintain records relevant to the Project for the records retention period specified in Agreement No. D2202048 (36 years from completion of construction of the Project).

2.14 The City and the County must comply with the state-cross cutting requirements listed in section D.22 of Agreement No. D2202048, which include, but are not limited to, requirements regarding water metering and urban water management plans, as well as state nondiscrimination and conflict-of-interest laws.

2.15 Notwithstanding any other provision, nothing in this Agreement requires the City to provide water services to accounts which are not kept current and paid in full.

2.16 The City shall not be held liable for claims, whether known or unknown, arising out of or attributable to acts, omission, or conditions, during the period in which the County was solely responsible for providing services. The County shall remain responsible for all conditions created by the County or existing as a result of County

actions before the date of Consolidation.

3. Additional Terms and Conditions.

3.1 Advice of Counsel. Each Party to this Agreement has reviewed the Agreement independently, has had the opportunity to consult with counsel, is fully informed of the terms and effect of this Agreement, and has not relied in any way on any inducement, representation, or advice of any other Party in deciding to enter into this Agreement.

3.2 Entire Agreement. This Agreement contains the entire understanding between the Parties and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No express or implied warranties, covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations and drafts not contained in this Agreement have no force or effect whatsoever. The Parties each acknowledge that in executing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

3.3 Severability. If any non-material provision of this Agreement is held to be illegal or invalid by any court of competent jurisdiction, then such provision shall be severed and deleted, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

3.4 Amendment/Modification. No Agreement to modify, amend, extend,

supersede, terminate, or discharge this Agreement, or any portion thereof, is valid or enforceable unless the State Water Resources Control Board has provided consent therefor and it is in writing and signed by all Parties to this Agreement.

3.5 No Construction against Drafter. This Agreement is the product of negotiation between the Parties, each of whom has been represented by counsel, and is deemed to have been drafted equally by the Parties; any rule of construction causing a document to be construed against the Party who drafted an Agreement shall not be applicable to this Agreement.

3.6 No Third-Party Beneficiaries. Nothing in the Agreement, expressed or implied, shall be construed to confer upon any Party other than the Parties or valid successors and assigns any legal or equitable right, remedy or claim under or by reason of this Agreement.

3.7 Counterparts. This Agreement may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. Signatures delivered by electronic means shall be deemed to bind each Party as if they were original signatures.

3.8 Authority. Each of the signatories to this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of the entity for which they execute the Agreement and have obtained all of the necessary approvals and authorities to do so.

3.9 Effective Date. The Parties shall deem this Agreement duly executed,

effective, and binding, upon the signing of the last counterpart by the signatories hereto.

3.10 Time is of the essence of this Agreement.

* * * * * * * * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

_____
Chairman, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

Approved as to Legal Form:

COUNTY COUNSEL

By: _____

ACCOUNT NUMBER(S)

_____

_____

CITY OF MADERA

_____
Cecelia K. Gallegos, Mayor

ATTEST:

_____
Alicia Gonzales, City Clerk

Approved as to Legal Form:

CITY ATTORNEY

By: _____
Shannon L. Chaffin, City Attorney

EXHIBIT "A"

(December 7, 2015 letter of the State Water Resources Control Board)

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board
Division of Drinking Water

December 7, 2015

Mr. Ahmad Alkhayyat,
Interim Public Works Director
County of Madera
200 West 4th Street
Madera, CA 93637

Dear Mr. Alkhayyat:

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to California Health & Safety Code, addressing consolidation of public water systems.

Records at the State Water Resources Control Board's – Division of Drinking Water (Division) indicate that the water delivered by the Madera County Maintenance District No. 19 – Parkwood public water system (System) is inadequate to meet the demands of the current customers. In addition, the water contains levels of manganese in excess of the secondary drinking water standard. In 2014, the Parkwood water system was out of water for a period of time due to a failure of the single source of supply for the Parkwood system. As a result, an emergency intertie was constructed with the City of Madera water system and the Parkwood system was supplied water by the City of Madera for approximately nine months. The supply from the City of Madera was shutoff following the rehabilitation of the Parkwood well (Well No. 3) but the emergency intertie remains in place. It is the Division's understanding that the Parkwood service area is outside the boundaries of City of Madera (City) but within the City's sphere of influence. It is also the Division's understanding that Parkwood's service area and distribution system are within about 25 feet of the City's boundary and distribution system.

The State Water Resources Control Board (Board) strongly encourages the Parkwood Water System and the City to work out voluntary consolidation of their public water systems. However, if a voluntary consolidation is not achieved in a timely manner, the Board may make the decision to exercise its authority pursuant to Health & Safety Code section 116682, subdivision (a) to achieve consolidation of the Parkwood System with the City's public water system.

The Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your community in a cost-effective manner. The Board will provide technical assistance and work with the City and the County to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board's Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have any questions regarding this matter, please contact me at (559) 447-3316. For funding related questions, please contact Mr. George Faggella at (916) 449-5652.

Sincerely,

Kassy D. Chauhan

Kassy D. Chauhan, P.E.
Senior Sanitary Engineer
Merced District
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

CC: Mr. David Randall, Public Works Director – City of Madera
Mr. David Braun, Executive Director - Madera County LAFCO

EXHIBIT "B"

(June 15, 2016 letter of the State Water Resources Control Board)

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board
Division of Drinking Water

June 15, 2016

System No.: 2010002

Mr. David Tooley, City Administrator
City of Madera
205 W. Fourth Street
Madera, CA 93637

Dear Mr. Merchen:

State Water Resources Control Board Notice Regarding Mandatory Consolidation

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to California Health &Safety Code, addressing consolidation of public water systems.

Our records indicate that the water delivered by the Madera County Maintenance District No. 19 – Parkwood public water system (System) is inadequate at times to meet the demands of the System's customers. In addition, the water delivered contains levels of manganese in excess of the secondary drinking water standard. Since approximately June 2014, the System has failed to consistently provide an adequate supply of safe drinking water. It is the State Water Resources Control Board – Division of Drinking Water's (Division) understanding that an emergency connection has been installed between the City of Madera (City) and the County's Parkwood System. The emergency connection was first utilized in 2014 for an eight month period to allow for rehabilitation of the System's existing well (Well No. 3) and an agreement with the City was reestablished this year.

The Division issued a pre-consolidation letter dated December 7, 2015 (enclosed) encouraging the County and the City to work out a voluntary consolidation of their public water systems. The County responded favorably to the pre-consolidation letter indicating that the County is willing to work towards consolidation with the City. The City did not provide a response to the letter but indicated verbally that it is likely that a consolidation will happen at some point in the future. However, a consolidation agreement was not made between the County and the City. The State Water Resources Control Board (State Water Board) strongly encourages the County's Parkwood System and the City to work out voluntary consolidation of their public water systems. If a voluntary consolidation is not timely achieved, the State Water Board intends to take action pursuant to Health & Safety Code section 116682, subdivision (a) for consolidation of the County's Parkwood Water System with the City's public water system. Please note that as used in the applicable statutory authority, the City is hereby identified as the potentially receiving water system and the County's Parkwood Water System is identified as the potentially subsumed water system.

This letter serves as official notification that, pursuant to Health & Safety Code section 116682, subdivision(b) (6), the City, the potentially receiving water system, is directed to negotiate consolidation with the Madera County – Parkwood Water System, the potentially subsumed water

system. The City is further directed to complete such negotiations and report the outcome to State Water Board Division of Drinking Water, Merced District Office not later than six (6) months following the date of this letter.

The State Water Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your neighboring community in a cost-effective manner. Pursuant to Health & Safety Code section 116682 subdivision (b) (6) (A), during the six month negotiation period, the State Water Board will provide technical assistance and work with the City and County to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board's Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have any questions regarding this matter, please contact Mrs. Kassy Chauhan, Merced District Engineer for the State Water Board, DDW, at (559) 447-3316, or me at (559) 447-3132. For funding related questions, please contact the Division of Financial Assistance at (916) 341-5700.

Sincerely,



Carl L. Carlucci, P.E.
Supervising Sanitary Engineer
Central California Section
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

Enclosure

cc: Mr. Robert Poythress, Mayor, City of Madera
Mr. David Merchen, City of Madera – Community Development Director
Mr. David Randall, Public Works Director, City of Madera
City Council, City of Madera
Madera County Board of Supervisor
Mr. Norman Allinder, Director, Madera County Community and Economic Development
Mr. Ahmad Alkahyat, Director of Public Works, Madera County Public Works Dept.
Mr. Dexter Marr, Environmental Health Director - Madera County Environmental Health
Mr. David Braun, Executive Officer, Madera LAFCO

CALIFORNIA
Water Boards

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State Water Resources Control Board
Division of Drinking Water

December 7, 2015

Mr. Ahmad Alkhayyat,
Interim Public Works Director
County of Madera
200 West 4th Street
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The State Water Resources Control Board (Board) strongly encourages the Parkwood Water System and the City to work out voluntary consolidation of their public water systems. However, if a voluntary consolidation is not achieved in a timely manner, the Board may make the decision to exercise its authority pursuant to Health & Safety Code section 116682, subdivision (a) to achieve consolidation of the Parkwood System with the City's public water system.

The Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your community in a cost-effective manner. The Board will provide technical assistance and work with the City and the County to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board's Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have any questions regarding this matter, please contact me at (559) 447-3316. For funding related questions, please contact Mr. George Faggella at (916) 449-5652.

Sincerely,

Kassy D. Chauhan

Kassy D. Chauhan, P.E.
Senior Sanitary Engineer
Merced District
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

CC: Mr. David Randall, Public Works Director – City of Madera
Mr. David Braun, Executive Director - Madera County LAFCO

EXHIBIT "C"

(Parkwood Area Map)

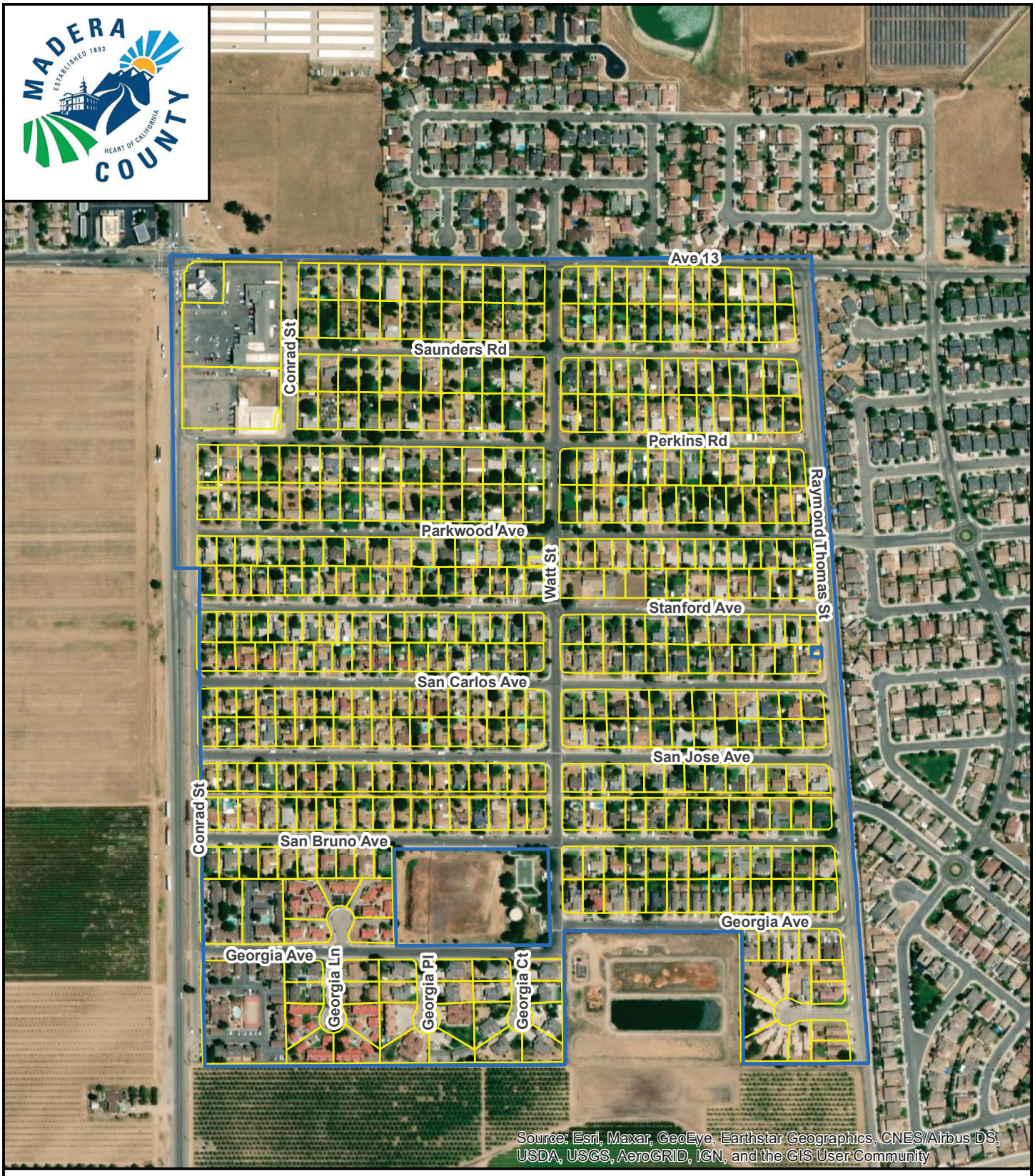


Exhibit C
MD 19 A&B
Parkwood

Parkwood

Parcel

Feet

0 250 500 1,000

EXHIBIT “D”

(MD 19 A/B Water Supply System Drawing)



Exhibit D
MD 19 A&B
Parkwood

Feet
0 250 500 1,000

Water System Pipeline

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2026

Agenda Number: E-1

SUBJECT:

Caltrans Highway Capital Preventive Maintenance (CAPM) Project 06-0Y180 on State Route 145 (Project) Construction Update

RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider the information and direction at its discretion.

SUMMARY:

The intended purpose of this report is to provide Council with an update of construction activities and progress that has occurred over the course of the last four weeks. This third report incorporates activities from August 13, 2026 through approximately October 21, 2026.

DISCUSSION:

This update largely reflects feedback received from Caltrans as they are actively involved with the project on a day-to-day basis.

Overall Construction Progress

Based on the contractor's latest schedule, their current priority is to complete as much of the concrete and paving work in the Downtown Segment as possible before the end of December. The contractor is planning to bring back a second crew to perform nighttime work to help accelerate progress in this area. The latest schedule anticipates shifting construction to the opposite side of the roadway around mid to end of November. Pending favorable weather and material availability, there is potential to complete paving throughout the Downtown Segment by the end of December.

However, there is still substantial work remaining throughout the overall project. With colder temperatures approaching, paving outside the Downtown Segment may need to be deferred until next year when weather conditions are more suitable for paving operations.

The contractor is prioritizing completion of the Downtown Segment's paving before the end of the year, with the overall project schedule remaining subject to weather, material availability, and other construction conditions. Construction activities remain active throughout the project area, and crews are working to complete improvements as efficiently as possible.

The contractor has completed the demolition and reconstruction of six curb ramps along Yosemite Avenue, east of High Street. The next phase will include grinding and overlaying the roadway. This work is scheduled to begin following the completion of paving operations in the Downtown Segment. Grind and overlay operations are anticipated to begin in the coming months.

For the south segment, which is defined as Avenue 13 (Pecan) to Lewis Street, the contractor has completed the replacement of all curb ramps and driveways along the northbound lanes, including the installation of new sidewalks in areas where none previously existed. The northbound lanes are now fully open to traffic. Work continues to progress steadily as the contractor shifts its focus to completing curb ramps and sidewalks along the southbound approach. This work is expected to take several more weeks to complete.

For the mid segment, which is defined as Olive Avenue to Yosemite Avenue, the contractor has sawcut approximately nine curb ramps in preparation for demolition. Work in this segment is expected to proceed following the completion of construction activities in the South Segment.

For the downtown segment, which is defined as E Street to Lake Street, this segment of the corridor, temporary K-rail remains in place to close the west side of the roadway, with both eastbound and westbound traffic shifted to the south side. The contractor recently refreshed the temporary pavement striping, and ongoing monitoring will ensure visibility and safe traffic movement through the construction zone.

Significant progress has been made on underground improvements within this section. All conduits and pull boxes for the decorative street-lighting system have been installed, with only a few crossings along Yosemite Avenue still remaining to be completed.

By October 16th, the contractor anticipates completing installation of the new curb and gutter, which will help establish the roadway's final alignment. Landscape crews are currently installing irrigation sleeves, with full irrigation system installation scheduled to follow immediately thereafter.

Roadway demolition on the west side is scheduled to begin during the third week of October, after which paving operations will proceed once demolition and grading activities are completed.

The Caltrans project team is targeting completion of paving on the west side of the roadway by early November.

Public Concerns

Caltrans indicates the contractor has been responsive to concerns as they arise and has taken corrective action promptly, particularly where traffic control, pedestrian access, or business access has been affected. Caltrans indicates they will continue monitoring these issues closely as the project progresses and will work with the contractor to address concerns as quickly as possible. We appreciate the community's continued patience and understanding as construction moves forward. The contractor remains committed to completing the project as efficiently and safely as possible. Caltrans Response to any letters and or concerns regarding construction is not included in this report at this time.

Traffic Operations

Construction activities and traffic control measures will continue to change as work progresses. Caltrans continues to ask the public to slow down, use caution, and remain alert when traveling through the construction and cone zones. They have also expressed that they appreciate the community's patience and understanding as this work moves forward. The contractor will continue working diligently to complete the project as efficiently and safely as possible.



Figure 1: Looking west on Yosemite at the intersection of S. E St.

FINANCIAL IMPACT:

There are no impacts to the City's General Fund as a result of this update.

ALTERNATIVES:

This report does not make recommendations to which there may be alternatives.

ATTACHMENTS:

None