# REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

**NOTICE AND AGENDA**

**Wednesday, May 20, 2026**
**6:00 p.m.**

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

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The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 812 3292 6824 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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**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 Sam Alvarado III, Grace Point Ministry

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:**

1. **Certificate of Commendation for the Madtown Robotics Team – 4th World Championship Achievement**
2. **Presentation of Madera Unified School District's OPTIONS Program**
3. **Proclamation Recognizing Letter Carriers' Stamp Out Hunger Food Drive**
4. **Proclamation Recognizing Relay for Life**
5. **Proclamation Recognizing Public Service Week**
6. **Proclamation Recognizing International Firefighters Day**
7. **Proclamation Recognizing National Police Week**
8. **Proclamation Recognizing National Foster Care Awareness Month**
9. **Proclamation Recognizing Public Works Week**
10. **Proclamation Recognizing World No Tobacco Day**

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

**A. PUBLIC HEARINGS:**

**A-1 Consideration of General Plan Amendment (GPA 2026-03) and Rezone (REZ 2026-01) to change the General Plan Land Use Map and amend the Official Zoning Map**

**Recommendation:** The Planning Commission and Staff Recommend the City Council conduct a Public Hearing and Act as follows:

1. Adopt a 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, 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 as Described in the City of Madera's 2024-2032 6th Cycle Housing Element.; and

2. Waive Full Reading and Introduce by Title only 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 Adopted 2024-2032 6th Cycle Housing Element (Report by Will Tackett)

**A-2** **Public Hearing Regarding Annexation No. 18 (Sienna Estates Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions**

**Recommendation:**
1. Hold the Public Hearing; and
2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 18) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors; and
3. Conduct the Election of the Qualified Electors of Annexation No. 18; and
4. Adopt a Resolution Declaring Annexation of the Territory Adding the Territory Identified as Annexation No. 18 to Community Facilities District No. 2005-1 (Public Services), Annexation No. 18 (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 – April 15, 2026**

**Recommendation:** Approve the City Council Minutes of May 6, 2026 (Report by Alicia Gonzales)

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

**Recommendation:** Review Register of Audited Demands Report for April 25 to May 8, 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** **Second Reading and Adoption of Ordinance Text Amendment (OTA) 2026-01, for the Amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding a Commercial Color Palette and the Establishment of Exterior Paint Color Standards for**

**Construction of New Buildings and Repainting Existing Buildings within the Commercial Zone Districts**

**Recommendation:** The Planning Commission and Staff Recommend the City Council Conduct a Public Hearing and Take Action as follows:

1. Waive Full Reading and Adopt by Title Only an Ordinance of the City Council of the City of Madera 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) Regarding Exterior Colors in Commercial Zone Districts. (Report by Will Tackett)

**B-5 Sale Agreement for a Manufactured Home Located at 1218 E. Cleveland Ave., Space 19 (Marcelino Castro and Guillermina Beltran)**

**Recommendation:** Adopt a Resolution Rescinding Resolution No. 26-32 Approving Staff Sale Agreement Negotiations for the Mobile Home located at 1218 E. Cleveland Ave. Space 19, Madera CA, 93638 and Approving the Updated Terms to the Sale Agreement for Said Mobile Home of $30,000 (Report by Mike Lima)

**B-6 Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY25 Grant**

**Recommendation:** Resolution to Ratify Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2026/27 (Report by Giachino Chiaramonte)

**B-7 Reimbursement Agreement among City of Madera, Fresno-Madera Federal Land Bank, FLCA and Stock Five Development, Inc**

**Recommendation:** Adopt a Resolution Approving Reimbursement Agreement among City of Madera and Fresno-Madera Federal Land Bank, FLCA and Stock Five Development, Inc - Site Plan Review No. 2021-05 (Report by Keith Helmuth)

**B-8 Grant of a Quitclaim Deed to State of California for land located at State Route 145 and Clemmensen Avenue**

**Recommendation:** Adopt a Resolution Granting State of California a Quitclaim Deed located at State Route 145 and Clemmensen Avenue and Authorizing the City Clerk to Execute Deed and Cause it to be Recorded (Report by Keith Helmuth)

**B-9 Final Program Year 2026/27 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Annual Action Plan**

**Recommendation:** Adopt Resolutions to:

1. Approve the PY 2026/27 CDBG and HOME Annual Action Plan; and
2. Approve the Funding of the PY 2026/27 CDBG Allocation in the amount of $957,097; and
3. Approve the Reallocation of CDBG-Revolving Loan Program Income to the Reconstruction of the City's Centennial Park Pool in the amount of $239,322; and

4. Approve the Funding of the PY 2026/27 HOME Allocation in the amount of $450,760 (Report by Michael Lima)

**B-10 Change Vision Insurance Provider to Vision Service Plan (VSP)**

**Recommendation:** Adopt a Minute Order Approving VSP as the City of Madera's (City's) Vision Insurance Provider Effective July 1, 2026 (Report by Wendy Silva)

**C. WORKSHOP:**

**C-1 Fiscal Year 2026-2027 Budget Workshop – Revenues**

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

**C-2 Microtransit Feasibility Study Workshop**

**Recommendation:** Receive the Madera Microtransit Feasibility Study Final Report and Provide Feedback and Direction to Staff. No Formal Action is being Requested at this Time (Report by Michael Lima)

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

**D-1 Commercial Color Palette and Permitting**

**Recommendation:** Adopt a Resolution Adopting a City-Approved Color Palette for the Painting of New Structures and Repainting of Existing Structures in Commercial Zone Districts (Report by Will Tackett)

**D-2 Contract Award for the Replacement of Seven (7) HVAC Units at Multiple City facilities**

**Recommendation:** Adopt a Resolution:

1. Awarding IFB No. 202526-18 for Replacement of Seven (7) HVAC Units at three (3) City facilities; and
2. Authorizing the City Manager to Execute all Contract Documents and any Non-material Amendments Necessary for Project Completion; and
3. Adopting of CEQA Guidelines Section 15301 (Existing Facilities) Categorical 1 Exemption (Report by Harpiar Gandhi)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Update to Sidewalk Improvements Program**

**Recommendation:** This item is informational only; therefore, no Council action is required (Report by Harpiar Gandhi)

**E-2 Selecting Recipients for June Proclamations**

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

**E-3 Vacant Positions in Fiscal Year (FY) 2026/27 Proposed Budget as of May 11, 2026**

**Recommendation:** This is an informational report providing a point-in-time vacancy count in compliance with Government Code (GC) Section 3502.3 (Report by Wendy Silva)

**E-4** **Presentation of Capital Improvement Program (CIP) for Fiscal Year (FY) 2026/27 to FY 2030/31**

**Recommendation:**
1. Adopt a Minute Order Accepting the Proposed Projects in the City's Draft Capital Improvement Program (CIP) for Fiscal Year (FY) 2026/27 to FY 2030/31; and
2. Authorize the City Engineer to Submit the Draft 5-year CIP for FY 2026/27 to FY 2030/31 to the Planning Commission for Determination of Conformity with the General Plan (Report by Keith Helmuth)

**E-5** **Madera Municipal Golf Course Update 2026**

**Recommendation:** This report is submitted for informational purposes only and there is no action requested from City Council (Report by Joseph Hebert)

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

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

**G.** **CLOSED SESSION**: None

**G-1** **Threat to Public Services or Facilities (Government Code §54957(a))**

**Consultation with:** City Manager and City Attorney

**FUTURE MEETING DATES:**
- Wednesday, June 17, 2026
- Wednesday, July 1, 2026

**ADJOURNMENT:**

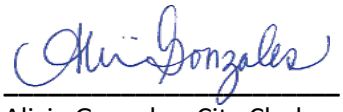
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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.

- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for May 20, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 4:00 p.m. on May 14, 2026.



Alicia Gonzales, City Clerk

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** A-1

**SUBJECT:**

Consideration of General Plan Amendment (GPA 2026-03) and Rezone (REZ 2026-01) to change the General Plan Land Use Map and amend the Official Zoning Map

**RECOMMENDATION:**

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

1. Adopt 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 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 as described in the City of Madera's 2024-2032 6th Cycle Housing Element.

2. Waive full reading and introduce by title only 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 adopted 2024-2032 6th Cycle Housing Element.

**SUMMARY:**

The Housing Element is one of eight mandatory elements of a General Plan and is required by California State 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 2024-2032 6th Cycle Housing Element update.

The 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.

The City Housing Element 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). For this purpose, the Housing Element identifies a comprehensive inventory of vacant and non-vacant opportunity sites intended to accommodate the City's RHNA. The Housing Element explains that the City must provide adequate zoning capacity and development opportunities across all income levels through a combination of existing residentially zoned land, redevelopment potential, and strategic rezoning programs.

Housing Element Program A-1 states the City will rezone to provide adequate sites to meet its housing needs. The City will process zoning amendments to fully accommodate the City's remaining housing needs. Rezone sites will comply with the requirements of Government Code Section 65583.2(h) and (i). To address affirmatively furthering fair housing (AFFH) goals and improve access for a diverse array of housing opportunities for all residents of Madera, including members of protected classes, the City will seek to expand affordable and multifamily housing opportunities in areas of high resource. This includes rezoning 82 parcels (±123.4 acres) to the R 3 (Residential, one unit for each 871 square feet of site area) zone district (2,410 lower, 1,109 moderate, and 1,340 above-moderate RHNA units). These parcels were identified in Appendix A: Sites Inventory Map and Appendix B: RHNA Sites Inventory to the City Housing Element and are illustrated as exhibits to the resolution and ordinance proposed for adoption.

While the City has adopted the 2024-2032 Housing Element, it has not yet completed the housing element process for the 6$^{th}$ cycle. The Housing Element will remain out of compliance with Government Code Sections 65583(c) and 65583.2(c), (h) & (i) until the rezoning has been completed and submitted and reviewed by HCD to meet all statutory requirements. Once the City completes the rezoning, copies of the Council resolution and ordinance are required to be transmitted to the State of California Department of Housing and Community Development (HCD). HCD will review the documentation and issue correspondence updating the status of the City's housing element compliance.

**BACKGROUND & ANALYSIS:**

As required by California Government Code Section 65583, each jurisdiction must have land zoned to accommodate its fair share of the regional housing need. Each jurisdiction's share of needs is known as the Regional Housing Needs Allocation (RHNA). HCD determines the needs for each region of the state. The Madera County Transportation Commission (MCTC) is the regional planning agency for the two incorporated cities (Madera and Chowchilla) and unincorporated County and is responsible for assigning each jurisdiction its share of the RHNA. The RHNA is broken down into the five income levels: extremely low, very low, low, moderate, and above moderate.

**Regional housing needs allocation obligation:**

The City is required to maintain sufficient land and sites capacity to meet the RHNA for the eight-year planning period, from 2024–2032. There must always be appropriate zoning and development standards in place for the RHNA to be met.

***No Net Loss Buffer***

State law requires cities to continually maintain adequate capacity in their sites inventories to meet their RHNA for all income levels. In the event that a site is developed below the density projected in the Housing Element, or at a different income level than projected, the City must take action(s) to ensure adequate sites are available to accommodate the remaining balance of the RHNA. If the City does not have any additional capacity within the existing zoning, it must identify and rezone new sites that can accommodate the remaining need within six months. For these reasons, the City is including a buffer of 20 percent above the remaining RHNA.

HCD has released the Housing Element Site Inventory Guidebook designed to assist a jurisdiction through the site inventory analysis required by Housing Element Law. Use of the Guidebook is not required for a determination of compliance by HCD. The Guidebook is intended to facilitate the jurisdiction in determining if adequate sites are available by income category to accommodate the jurisdiction's share of the RHNA or if rezoning or other program actions are needed. To ensure that sufficient capacity exists in the housing element to accommodate the RHNA throughout the planning period, it is recommended the jurisdiction create a buffer in the housing element inventory of at least 15 to 30 percent more capacity than required, especially for capacity to accommodate the lower income RHNA.

For these reasons, the City is including a buffer of 20 percent above the remaining RHNA need once accounting for pending projects and accessory dwelling units (ADUs). The table below describes the RHNA allocation for the City and the units yielded from the identified opportunity sites.

**Table 1:** *RHNA allocation and projected City residential unit yields*

| | Very Low Income | Low Income | Moderate Income | Above Mod Income | Total RHNA |
|---|---|---|---|---|---|
| Area Median Income | <50% | 50%–80% | 81%–120% | > 120% | - |
| 6th Cycle Total RHNA (2024–2032) | 1,238 | 958 | 1,170 | 2,874 | 6,240 |
| Current Projects | - | - | - | 352 | 352 |
| ADUs (1) | - | - | - | 2 | 2 |
| Unmet RHNA | 1,238 | 958 | 1,170 | 2,520 | 5,886 |
| Identified RHNA Site Capacity | 1,486 | 1,150 | 1,404 | 3,024 | 7,064 |
| Resultant Target Buffer | 20% | 20% | 20% | 20% | 20% |
| (1) Note: ADU = accessory dwelling unit | | | | | |

***Existing Site Inventory & Capacity:***

The Housing Element identifies substantial housing capacity on vacant residentially zoned sites. The City estimates that vacant sites can accommodate approximately 5,255 housing units distributed among various zoning districts, including significant capacity within the R-3 high-density residential zone. The Housing Element further notes that vacant sites accommodate approximately 68 to 69 percent of the City's lower-income RHNA allocation.

Because vacant land alone was insufficient to fully accommodate the City's RHNA, the Housing Element also identifies non-vacant and underutilized sites capable of redevelopment. The City identified approximately 1,809 units of additional capacity on non-vacant sites. The Housing Element states that non-vacant sites account for approximately 32 percent of the lower-income RHNA capacity and approximately 29 percent of the City's total RHNA capacity.

To support the use of non-vacant sites, the Housing Element includes a detailed analysis of redevelopment trends and site characteristics within the City. The City evaluated recently developed and proposed residential projects occurring on previously developed properties and identified consistent redevelopment patterns involving underutilized parcels, older structures, low building coverage ratios, and sites containing excess vacant land.

The Housing Element established six criteria for evaluating redevelopment potential on non-vacant sites:

1. High land-to-improvement ratios indicating underutilization;
2. Older building age, generally greater than 40 years;
3. Existing land uses similar to previously redeveloped sites;
4. Low building coverage and high infill potential;
5. Proximity to services such as schools, grocery stores, and daycare facilities; and
6. Accessibility to public transit.

Using these criteria, the City identified numerous clusters of non-vacant properties suitable for redevelopment, including areas along Lincoln Avenue, Sharon Avenue, Adell Street, D Street, Pecan Avenue, Central Avenue, A Street, Terra Firma Drive, Storey Road, Linden Street, and Westberry Boulevard. Many of these sites contain older single-family residences situated on large parcels with significant excess vacant land and building coverage typically below 20 percent, thereby demonstrating realistic redevelopment potential while allowing for possible retention of existing structures.

***Rezone Areas:***

The Sites Inventory identifies 82 opportunity sites to be rezoned in order to create capacity for the number of units in the RHNA. As noted in Program A-1, ±123.4 total acres throughout the

City are proposed to be rezoned to the R-3 (Residential, one unit for each 871 square feet of site area) zone. These parcels were identified in Appendix A: Sites Inventory Map and Appendix B: RHNA Sites Inventory to the City Housing Element (Attachment 1 & 2 [abridged]) and are specifically illustrated as exhibits to the resolution and ordinance proposed for adoption.

*Sherwood Way Rezone Area*

Among the identified rezoning areas is the Sherwood Way Rezone Area (Attachment 3) where properties are currently designated by the General Plan for Medium Density Residential (7.1-15 dwelling units per acre) land use and zoned C-1 (Light Commercial) and PD-3000 (Planned Development, one unit for each 3,000 square feet of site area).

In accordance with Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the General Plan, GPA 2026-03 will amend the General Plan Land Use Map to change the land use designation for these properties from Medium Density Residential to High Density Residential (15.1-50 d.u./ac.). REZ 2026-01 will amend the Official Zoning Map to rezone these properties from the C- 1 and PD-3000 zone districts to the R-3 zone district.

The Housing Element explains that this rezoning would substantially increase allowable residential density and create additional opportunities for lower-income housing development on underutilized parcels currently occupied by single-family residences. It is important to note the properties located within the existing C-1 (Light Commercial) zone district in this area are not zoned in a manner which is consistent with the existing Medium Density Residential land use designation for those property as shown on the General Plan Land Use Map pursuant to Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the General Plan.

*Northern Rezone Area*

The Housing Element additionally identifies a major Northern Rezone Area (Attachment 4) consisting of approximately 65 parcels, including both vacant and non-vacant properties. This area includes properties which are designated for a mix of Low Density Residential (2.1-7 d.u./ac.), Medium Density Residential (7.1-15 d.u./ac.), Office and Commercial land uses on the General Plan Land Use map. Similarly, this area is zoned with a mix of R-1 (Residential, one unit for each 6,000 square feet of site area), PD-4500 & 1500 (Planned development one unit for each 4,500 & 1500 sq. ft. of site area, respectively), C-1 (Light Commercial), and U (Unclassified) zone districts. commercial or lower-density residential.

The proposed rezoning to R-3 high-density residential would increase the area's estimated housing development potential from approximately 519 units to approximately 5,290 units. The City's sites inventory assumes approximately 4,223 units within this rezone area, including approximately 1,694 units on non-vacant parcels. It is important to note the vast majority of the properties located within the existing C-1 (Light Commercial) zone district in this area are not zoned in a manner which is consistent with the existing Medium Density Residential and Office land use designations for those respective properties as shown on the General Plan Land Use

Map pursuant to Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the General Plan.

*Southern Rezone Area*

The third area identified for rezoning in the Housing Element, the Southern Rezone Area, (Attachment 5) includes a vacant parcel and a portion of a larger vacant parcel comprising ± 5.6 acres in area. The Southern Rezone Area parcels are designated for Commercial and Office uses on the General Plan Land Use Map and are zoned H-C (Highway Commercial) and O (Office).

The City's sites inventory assumes rezoning this area to R-3 high-density residential would increase the area's estimated housing development potential by approximately 222 units. At this time, both the independent parcel and the portion of the larger parcel within the rezone area lack public street frontage and will require public streets to be dedicated (or private easements to be created) across adjacent parcels or portions thereof to create adequate access. Moreover, the abutting parcels (and adjacent portions of shared parcels) are designated for Commercial and Office uses on the General Plan Land Use Map. It must be noted that rezoning this area at this time would create a landlocked island of high-density residential property surrounded by the freeway and non-residential properties as well as split-zoning on two separate parcels. However, the split zoning will help ensure owners of the adjacent parcels or portions thereof will have a vested interest in planning for adequate access to the area with future development.

Approximately 7.75 acres of existing High Density Residential designated lands are located in near proximity to the west with opportunities to provide second points for connections and with which there may be future opportunity to aggregate. The City has received inquiries regarding potential development in the immediate vicinity; there is potential that investment interests could provide unique opportunities for owner collaboration.

***Conclusion:***

The Housing Element concludes that the identified sites, combined with the proposed rezoning programs and redevelopment trends analysis, demonstrate the City's ability to accommodate its RHNA allocation and comply with State Housing Element law. The document further states that the selected non-vacant sites possess characteristics consistent with successful redevelopment projects already occurring within the City and therefore have a strong likelihood of redevelopment during the Housing Element planning period.

**ENVIRONMENTAL REVIEW:**

General Plan Amendment (GPA) 2026-03 and Rezone (REZ) 2026-01 implement the schedule of actions identified in the City of Madera 2024-2032 Housing Element as required by State law and has been reviewed for compliance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

Staff performed a preliminary environmental assessment and determined that 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 because 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.

**PLANNING COMMISSION RECOMMENDATION:**

In accordance with the provisions of California Government Code § 65353(a) and City Municipal Code §§ 10-3.1507 & 10-3.1904, the City of Madera Planning Commission held a duly noticed public hearing during its regularly scheduled meeting on May 12, 2026. Following the hearing, the Commission adopted the attached Resolution (Attachment 6), recommending the Council of the City of Madera approve General Plan Amendment (GPA) No. 2026-03 and Rezone (REZ) 2026-01.

**FISCAL IMPACT:**

The Housing Element is one of eight mandatory elements of a General Plan and is required by California State Law to be updated every eight years.

On June 21, 2023, the City Council adopted Resolution No. 23-115 approving the Professional Services Agreement with Michael baker International for preparation of the City of Madera 6th Cycle Housing Element update, which included a Schedule of Compensation for a cost of $326,650. The agreement was financed in part by the Senate Bill 2 Planning Grant ($62,560) and Local Early Action Plan (LEAP) Grant ($187,440) for a total of $250,000 (the maximum allowable) in program funding with the balance of funds financed by money set aside in the approved Planning Department FY ‘23/’24, ‘24/’25 & ‘25/’26 annual operating budgets.

This report and associated documentation were prepared by City staff. There is no impact on the General Fund.

**ALTERNATIVES:**

1. Move to continue the public hearing to a future City Council meeting at a date and time certain (City Council to specify date) or refer the matter back to staff to be rescheduled at a later meeting date to be determined; with directions to staff.

2. Move to alter or deny the General Plan Amendment to change the General Plan Land Use Map and/or the ordinance approving the Rezone to amend the Official Zoning Map or any parts thereof as set forth in the staff report and as the Council may deem to be advisable.

**ATTACHMENTS:**

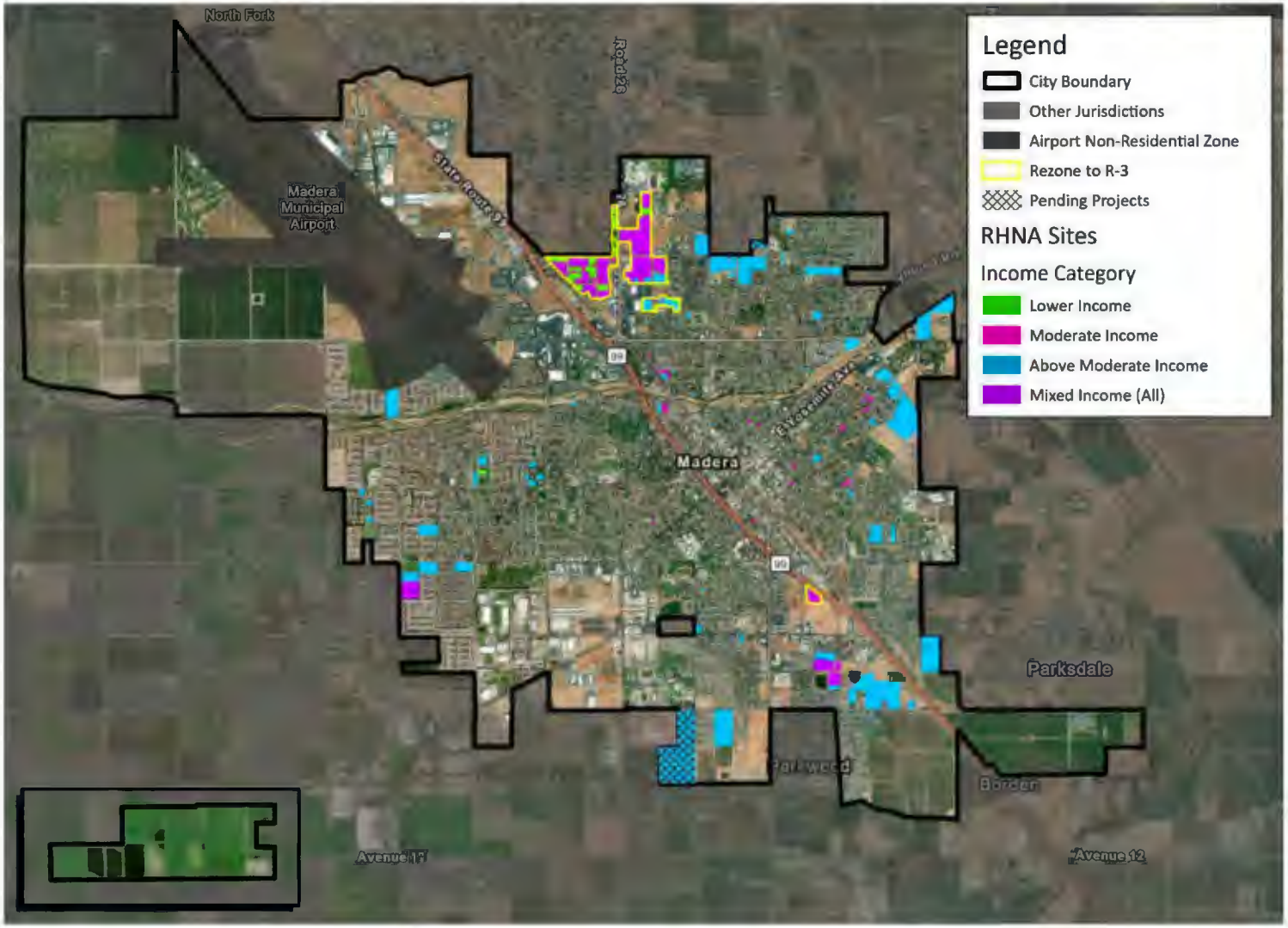
1. Housing Element Appendix A: Sites Inventory Map
2. Housing Element Appendix B: RHNA Sites Inventory (Abridged, Rezone Sites)
3. Sherwood Way Rezone Area
4. Northern Rezone Area
5. Southern Rezone Area

6. Planning Commission Recommendation (PC Resolution)
7. City Council Resolution Approving General Plan Amendment (GPA) 2026-03; including,
   Exhibit “A”: GPA 2026-03 Existing and Proposed Land Use Maps
8. City Council Ordinance Approving Rezone (REZ) 2026-01; including:
   Exhibit “A” REZ 2026-01 Existing and Proposed Official Zoning Maps

# ATTACHMENT 1

## Housing Element Appendix A: Sites Inventory Map

# Appendix A: Sites Inventory Map




RHNA Sites and Pending Projects

# ATTACHMENT 2

## Housing Element Appendix B: RHNA Sites Inventory (Abridged, Rezone Sites)

## Appendix B: RHNA Sites Inventory

The Sites inventory is not utilizing consolidation to meet size requirements. No parcels are being considered as consolidated. All parcels utilized for lower-income sites are greater than 0.5 acres and less than 10 acres. Additionally, there are 2 nonvacant sites designated for lower-income that were included in the prior housing element, and 2 vacant sites designated for lower-income that were included in the prior two housing elements. The City is including Program A- 1 to allow residential use by right, without discretionary review or action, on these 4 parcels for developments where at least 20 percent of the units are affordable to lower income households.

**Table 104: RHNA Sites Inventory (Abridged, Rezone Sites)**

| APN | Address / Intersection | Zip | Acreage | Zoning (Existing) | Zoning (New) | GP | Max Density du/ac (New) | Existing Units | Very Low | Low | Moderate | Above Moderate | Total Units | Infrastructure | Publicly Owned | 4th Cycle | 5th Cycle | Existing Use |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 003-210-026 | Second Parcel West from the Northwest Corner of the Intersection of Owens Street And Sherwood Street | 93638 | 1.6 | C1 | R3 | MD | 50 | 0 | 0 | 0 | 0 | 62 | 62 | Yes | No | No | No | Vacant |
| 003-210-029 | Second Parcel North from the Northwest Corner of the Intersection of Owens Street And Sherwood Street | 93638 | 0.3 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 10 | 0 | 10 | Yes | No | No | No | Vacant |
| 003-210-030 | Northwest Corner of the Intersection of Owens Street And Sherwood Street | 93638 | 1.7 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 0 | 67 | 67 | Yes | No | No | No | Vacant |
| 003-222-010 | 133 W Clark St | 93638 | 0.1 | PD (4500) | R3 | LD | 50 | 1 | 0 | 0 | 4 | 0 | 4 | Yes | No | No | No | Vacant |
| 003-240-004 | Second Parcel West of the Southwest Corner of the Intersection of Taylor Street and Sarah Street | 93638 | 0.5 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 0 | 19 | 19 | Yes | No | No | No | Vacant |
| 003-240-005 | Fourth Parcel North of the Northeast Corner of the Intersection of Owens Street and W Sherwood Way | 93638 | 0.2 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 6 | 0 | 6 | Yes | No | No | No | Vacant |
| 003-240-006 | Fourth Parcel North and Second Parcel East of the Northeast Corner of the Intersection of Owens Street and W Sherwood Way | 93638 | 0.1 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 4 | 0 | 4 | Yes | No | No | No | Vacant |
| 003-240-007 | Third Parcel North of the Northeast Corner of the Intersection of Owens Street and W Sherwood Way | 93638 | 0.1 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 3 | 0 | 3 | Yes | No | No | No | Vacant |
| 003-240-009 | Third Parcel North and Second Parcel East of the Northeast Corner of the Intersection of Owens Street and W Sherwood Way | 93638 | 0.6 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 0 | 22 | 22 | Yes | No | No | No | Vacant |
| 003-240-010 | Fourth Parcel North and Fourth Parcel East of the Northeast Corner of the Intersection of Owens Street and W Sherwood Way | 93638 | 0.2 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 6 | 0 | 6 | Yes | No | No | No | Vacant |
| 003-240-011 | 1317 Owens St | 93638 | 0.1 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 5 | 0 | 5 | Yes | No | No | No | Vacant |
| 003-240-012 | 1315 Owens St | 93638 | 0.8 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 0 | 33 | 33 | Yes | No | No | No | Vacant |
| 003-240-013 | 1307 Owens St | 93638 | 0.5 | PD (3000) | R3 | MD | 50 | 1 | 6 | 14 | 0 | 0 | 20 | Yes | No | No | No | Residential |
| 003-240-016 | 1326 Sonora St | 93638 | 1.7 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 0 | 67 | 67 | Yes | No | No | No | Vacant |
| 003-240-018 | Second Parcel North of the Northwest Corner of the Intersection of Sonora Street And W Sherwood Way | 93638 | 0.7 | PD (3000) | R3 | MD | 50 | 1 | 7 | 21 | 0 | 0 | 28 | Yes | No | No | No | Residential |
| 003-240-019 | Northwest Corner of the Intersection of Sonora Street And W Sherwood Way | 93638 | 1.6 | PD (3000) | R3 | MD | 50 | 1 | 0 | 0 | 0 | 62 | 62 | Yes | No | No | No | Vacant |
| 003-250-003 | 360 W Adell St | 93638 | 5 | C1 | R3 | O | 50 | 1 | 79 | 61 | 31 | 28 | 199 | Yes | No | No | No | Vacant |
| 003-250-012 | 407 W Clark St | 93638 | 0.7 | C1 | R3 | C | 50 | 1 | 0 | 0 | 0 | 26 | 26 | Yes | No | No | No | Residential |
| 003-250-013 | Second Parcel North of the Northwest Corner of the Intersection of Owens Street and W Clark Street | 93638 | 2.4 | C1 | R3 | MD | 50 | 1 | 27 | 20 | 24 | 23 | 94 | Yes | No | No | No | Vacant |
| 003-250-014 | 1586 Owens St | 93638 | 0.4 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 15 | 0 | 15 | Yes | No | No | No | Residential |
| 003-250-015 | 345 W Clark St | 93638 | 0.5 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 19 | 0 | 19 | Yes | No | No | No | Vacant |
| 003-250-016 | 323 W Clark St | 93638 | 0.5 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 19 | 0 | 19 | Yes | No | No | No | Residential |
| 003-250-017 | 1528 Owens St | 93638 | 1.2 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 0 | 48 | 48 | Yes | No | No | No | Residential |
| 003-250-018 | 216 W Adell St | 93638 | 5.1 | PD (4500) | R3 | MD | 50 | 1 | 85 | 66 | 25 | 25 | 201 | Yes | No | No | No | Residential |
| 003-250-021 | Second Parcel South and Third Parcel East of the Southeast corner of the Intersection of Owens Street and Adell Street | 93638 | 0.3 | PD (4500) | R3 | LD | 50 | 1 | 0 | 0 | 13 | 0 | 13 | Yes | No | No | No | Vacant |
| 003-250-022 | Second Parcel South and Fourth Parcel East of the Southeast corner of the Intersection of Owens Street and Adell Street | 93638 | 0.3 | PD (4500) | R3 | LD | 50 | 1 | 0 | 0 | 13 | 0 | 13 | Yes | No | No | No | Vacant |

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 003-250-023 | 1557 Owens St | 93638 | 1.4 | PD (4500) | R3 | LD | 50 | 1 | 0 | 0 | 0 | 55 | 55 | Yes | No | No | No | Residential |
| 003-250-024 | Northeast Corner of the Intersection of Owens Street And W Clark Street | 93638 | 2.2 | PD (4500) | R3 | LD | 50 | 1 | 0 | 0 | 0 | 89 | 89 | Yes | No | No | No | Vacant |
| 003-250-027 | Second Parcel West of the Southwest Corner of the Intersection of Owens Street and Adell Street | 93638 | 2.7 | C1 | R3 | C | 50 | 1 | 30 | 23 | 27 | 26 | 106 | Yes | No | No | No | Vacant |
| 003-250-029 | Second Parcel East of the Northeast Corner of the Intersection Road 26 and W Clark Street | 93638 | 4 | C1 | R3 | C | 50 | 2 | 45 | 35 | 40 | 40 | 160 | Yes | No | No | No | Vacant |
| 003-260-001 | Southeast Corner of the Intersection of Sharon Boulevard and Adell Street | 93638 | 1 | U | R3 | MD | 50 | 1 | 22 | 17 | 0 | 0 | 39 | Yes | No | No | No | Vacant |
| 003-260-002 | 1575 Sharon Blvd | 93638 | 4 | U | R3 | MD | 50 | 2 | 45 | 34 | 40 | 39 | 158 | Yes | No | No | No | Residential |
| 003-260-004 | 1660 Cardwell St | 93638 | 0.4 | U | R3 | MD | 50 | 1 | 0 | 0 | 17 | 0 | 17 | Yes | No | No | No | Residential, Vacant Land |
| 003-260-005 | Second Parcel South of the Southwest Corner of the Intersection of Cardwell Street and Adell Street | 93638 | 0.5 | U | R3 | MD | 50 | 1 | 11 | 8 | 0 | 0 | 19 | Yes | No | No | No | Vacant |
| 003-260-006 | 1692 Cardwell St | 93638 | 1 | U | R3 | MD | 50 | 1 | 22 | 17 | 0 | 0 | 39 | Yes | No | No | No | Vacant |
| 003-260-007 | 1697 Cardwell St | 93638 | 5 | C1 | R3 | MD | 50 | 1 | 84 | 65 | 25 | 25 | 199 | Yes | No | No | No | Residential |
| 003-260-008 | 1625 Cardwell St | 93638 | 0.3 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 9 | 0 | 9 | Yes | No | No | No | Vacant |
| 003-260-009 | 1615 Cardwell St | 93638 | 0.8 | C1 | R3 | MD | 50 | 1 | 17 | 12 | 0 | 0 | 29 | Yes | No | No | No | Residential |
| 003-260-010 | Fourth Parcel South of the Southeast Corner of the Intersection of Cardwell Street and Adell Street | 93638 | 0.5 | C1 | R3 | MD | 50 | 1 | 11 | 8 | 0 | 0 | 19 | Yes | No | No | No | Vacant |
| 003-260-012 | 1585 Cardwell St | 93638 | 0.3 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 12 | 0 | 12 | Yes | No | No | No | Residential, Vacant Land |
| 003-260-013 | 1567 Cardwell St | 93638 | 0.5 | U | R3 | MD | 50 | 1 | 11 | 8 | 0 | 0 | 19 | Yes | No | No | No | Vacant |
| 003-260-014 | 1543 Cardwell St | 93638 | 0.5 | U | R3 | MD | 50 | 1 | 11 | 8 | 0 | 0 | 19 | Yes | No | No | No | Residential |
| 003-260-015 | 1521 Cardwell St | 93638 | 0.9 | U | R3 | MD | 50 | 1 | 19 | 14 | 0 | 0 | 33 | Yes | No | No | No | Vacant |
| 003-260-016 | 787 W Clark St | 93638 | 0.5 | U | R3 | MD | 50 | 1 | 11 | 8 | 0 | 0 | 19 | Yes | No | No | No | Vacant |
| 003-260-018 | 741 W Clark St | 93638 | 0.4 | U | R3 | MD | 50 | 1 | 0 | 0 | 13 | 0 | 13 | Yes | No | No | No | Residential |
| 003-260-019 | Fourth Parcel East of the Northeast Corner of the Intersection of Sharon Boulevard and W Clark Street | 93638 | 0.4 | U | R3 | MD | 50 | 1 | 0 | 0 | 15 | 0 | 15 | Yes | No | No | No | Vacant |
| 003-260-021 | Third Parcel South and Second Parcel East of the Southeast Corner of the Intersection of Cardwell Street and Adell Street | 93638 | 0.4 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 16 | 0 | 16 | Yes | No | No | No | Vacant |
| 003-260-022 | 719 W Clark St | 93638 | 2.3 | C1 | R3 | MD | 50 | 1 | 26 | 19 | 23 | 22 | 90 | Yes | No | No | No | Residential |
| 003-260-025 | 609 W Clark St | 93638 | 0.4 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 16 | 0 | 16 | Yes | No | No | No | Residential |
| 003-260-027 | 1584 Fairview St | 93638 | 0.9 | C1 | R3 | MD | 50 | 1 | 20 | 14 | 0 | 0 | 34 | Yes | No | No | No | Residential |
| 003-260-028 | 653 Abby St | 93638 | 1.6 | C1 | R3 | MD | 50 | 1 | 35 | 27 | 0 | 0 | 62 | Yes | No | No | No | Residential |
| 003-260-029 | 1626 Fairview St | 93638 | 0.3 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 9 | 0 | 9 | Yes | No | No | No | Residential |
| 003-260-030 | 646 W Adell St | 93638 | 0.6 | C1 | R3 | MD | 50 | 1 | 13 | 9 | 0 | 0 | 22 | Yes | No | No | No | Residential |
| 003-260-031 | Southwest Corner of the Intersection of Fairview Street And Adell Street | 93638 | 0.9 | C1 | R3 | MD | 50 | 1 | 21 | 16 | 0 | 0 | 37 | Yes | No | No | No | Vacant |
| 003-260-032 | Southeast Corner of the Intersection of Fairview Street And Adell Street | 93638 | 3.1 | C1 | R3 | MD | 50 | 1 | 35 | 27 | 31 | 30 | 123 | Yes | No | No | No | Vacant |
| 003-260-033 | Second Parcel East from Northeast Corner of the Intersection of Fairview Street And W Clark Street | 93638 | 5.2 | C1 | R3 | MD | 50 | 1 | 87 | 68 | 25 | 25 | 205 | Yes | No | No | No | Vacant |
| 003-260-035 | 1535 Fairview St | 93638 | 0.1 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 4 | 0 | 4 | Yes | No | No | No | Vacant |
| 003-260-036 | 591 W Clark St | 93638 | 0.5 | C1 | R3 | MD | 50 | 2 | 0 | 0 | 16 | 0 | 16 | Yes | No | No | No | Residential |
| 003-260-037 | 1692 Country Club Dr | 93638 | 0.4 | C1 | R3 | C | 50 | 1 | 0 | 0 | 15 | 0 | 15 | Yes | No | No | No | Residential |
| 003-260-038 | 1656 Country Club Dr | 93638 | 0.4 | C1 | R3 | C | 50 | 1 | 0 | 0 | 17 | 0 | 17 | Yes | No | No | No | Vacant |
| 003-260-039 | 1632 Country Club Dr | 93638 | 0.5 | C1 | R3 | C | 50 | 1 | 12 | 8 | 0 | 0 | 20 | Yes | No | No | No | Residential |
| 003-260-042 | 1487 Sharon Blvd | 93638 | 1 | PD (1500) | R3 | HD | 50 | 1 | 22 | 17 | 0 | 0 | 39 | Yes | No | No | Yes | Vacant |
| 003-260-043 | 1463 Sharon Blvd | 93638 | 4 | PD (1500) | R3 | HD | 50 | 1 | 46 | 35 | 40 | 40 | 161 | Yes | No | No | Yes | Vacant |
| 003-260-047 | Second Parcel South from Southeast Corner of the Intersection of Fairview Street And Clark Street | 93638 | 2.7 | C1 | R3 | MD | 50 | 1 | 31 | 23 | 27 | 27 | 108 | Yes | No | No | No | Vacant |
| 003-260-048 | 562 W Clark St | 93638 | 1 | C1 | R3 | MD | 50 | 1 | 22 | 16 | 0 | 0 | 38 | Yes | No | No | No | Residential |

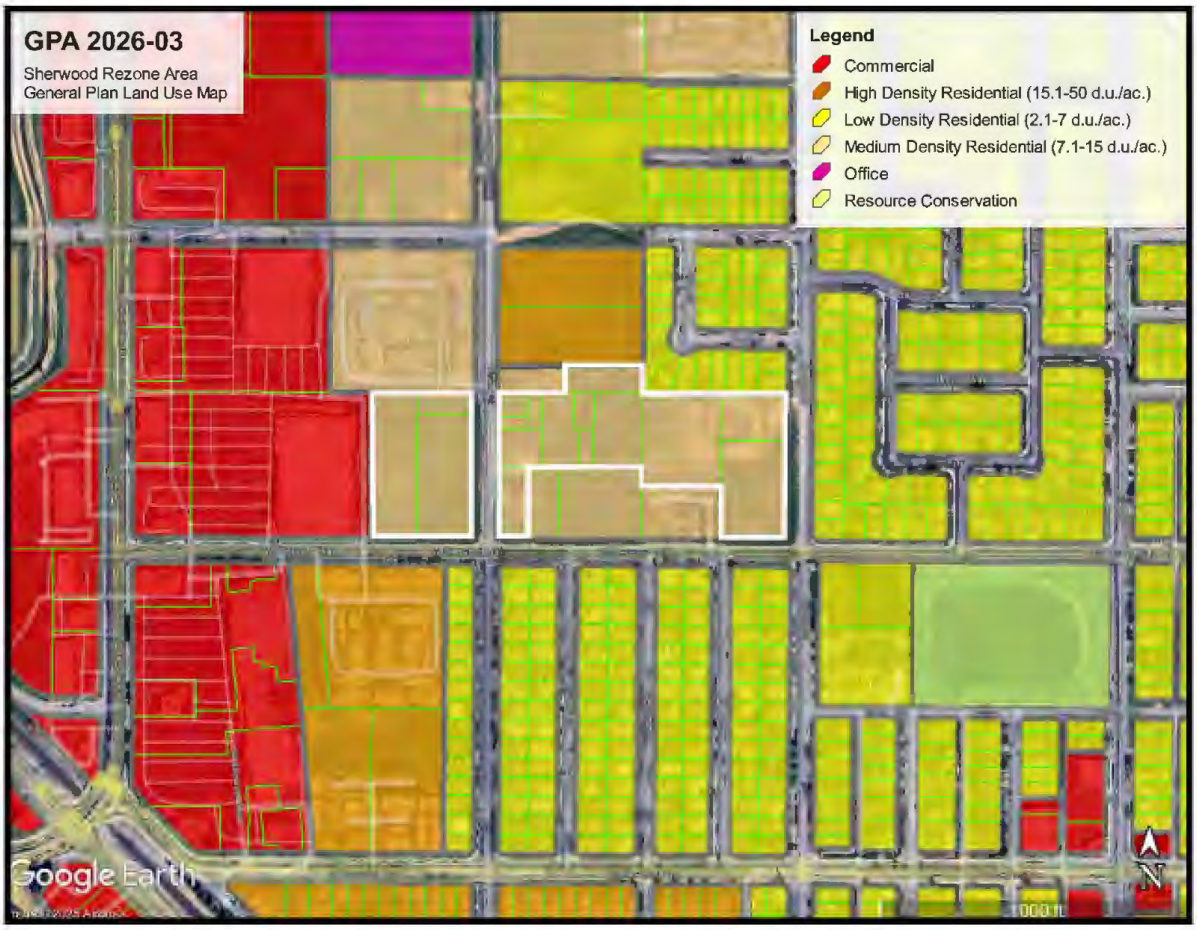
| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 003-260-049 | 530 W Clark St | 93638 | 0.6 | C1 | R3 | MD | 50 | 1 | 14 | 10 | 0 | 0 | 24 | Yes | No | No | No | Residential |
| 003-260-050 | 510 W Clark St | 93638 | 0.3 | C1 | R3 | MD | 50 | 1 | 0 | 0 | 13 | 0 | 13 | Yes | No | No | No | Residential |
| 011-320-004 | Second Parcel West and Second Parcel Northwest of the Southwest Corner of S Gateway Drive and State Route 99 | 93638 | 2.3 | CH | R3 | C | 50 | 0 | 26 | 19 | 23 | 22 | 90 | Yes | No | No | No | Vacant |
| 012-390-027 | Second Parcel West of the Western Corner of the Intersection of S Gateway Drive and State Route 99 | 93638 | 3.3 | PO | R3 | O | 50 | 0 | 37 | 29 | 33 | 33 | 132 | Yes | No | No | No | Vacant |
| 038-060-019 | 16372 Road 26 | 93638 | 0.4 | R2 | R3 | MD | 50 | 0 | 0 | 0 | 17 | 0 | 17 | Yes | No | No | No | Institutional |
| 038-060-020 | 25965 Ellis St | 93638 | 0.9 | R2 | R3 | MD | 50 | 0 | 20 | 15 | 0 | 0 | 35 | Yes | No | No | No | Residential |
| 038-060-030 | 16316 Road 26 | 93638 | 0.8 | R2 | R3 | MD | 50 | 0 | 18 | 13 | 0 | 0 | 31 | Yes | No | No | No | Vacant |
| 038-060-031 | Second Parcel South of the Southeast Corner Of the Intersection of Road 26 And Ellis Street | 93638 | 1.1 | R2 | R3 | MD | 50 | 1 | 26 | 19 | 0 | 0 | 45 | Yes | No | No | No | Vacant |
| 038-070-018 | 26240 Ellis St | 93638 | 5 | R1 | R3 | LD | 50 | 1 | 84 | 65 | 25 | 25 | 199 | Yes | No | No | No | Residential |
| 038-070-027 | Second Parcel North of the Northwest corner of the Intersection of Owens Street and Ellis Street | 93638 | 4.6 | R1 | R3 | LD | 50 | 1 | 51 | 40 | 46 | 45 | 182 | Yes | No | No | No | Vacant |
| 038-070-028 | Northwest Corner of the Intersection of Owens Street And Ellis Street | 93638 | 1.7 | R1 | R3 | LD | 50 | 0 | 38 | 29 | 0 | 0 | 67 | Yes | No | No | No | Commercial |
| 038-100-002 | 16257 Road 26 | 93638 | 12 | R1 | R3 | LD | 50 | 1 | 0 | 0 | 240 | 240 | 480 | Yes | No | No | No | Vacant |
| 038-100-005 | 26189 Adell St | 93638 | 2.6 | R1 | R3 | LD | 50 | 1 | 30 | 22 | 26 | 25 | 103 | Yes | No | No | No | Residential |
| 038-100-006 | Second Parcel West from the Northwest Corner of the Intersection of Owens Street and Adell Street | 93638 | 2.6 | R1 | R3 | LD | 50 | 1 | 30 | 22 | 26 | 25 | 103 | Yes | No | No | No | Vacant |
| 038-100-007 | 16248 Owens St | 93638 | 2.6 | R1 | R3 | LD | 50 | 1 | 30 | 22 | 26 | 25 | 103 | Yes | No | No | No | Residential |
| 038-110-025 | 16258 Road 26 | 93638 | 0.8 | R2 | R3 | MD | 50 | 1 | 18 | 13 | 0 | 0 | 31 | Yes | No | No | No | Vacant |
| 038-110-028 | Northwest Corner of the Intersection of Road 26 And Adell Street | 93638 | 1 | R2 | R3 | MD | 50 | 1 | 22 | 17 | 0 | 0 | 39 | Yes | No | No | No | Vacant |

# ATTACHMENT 3

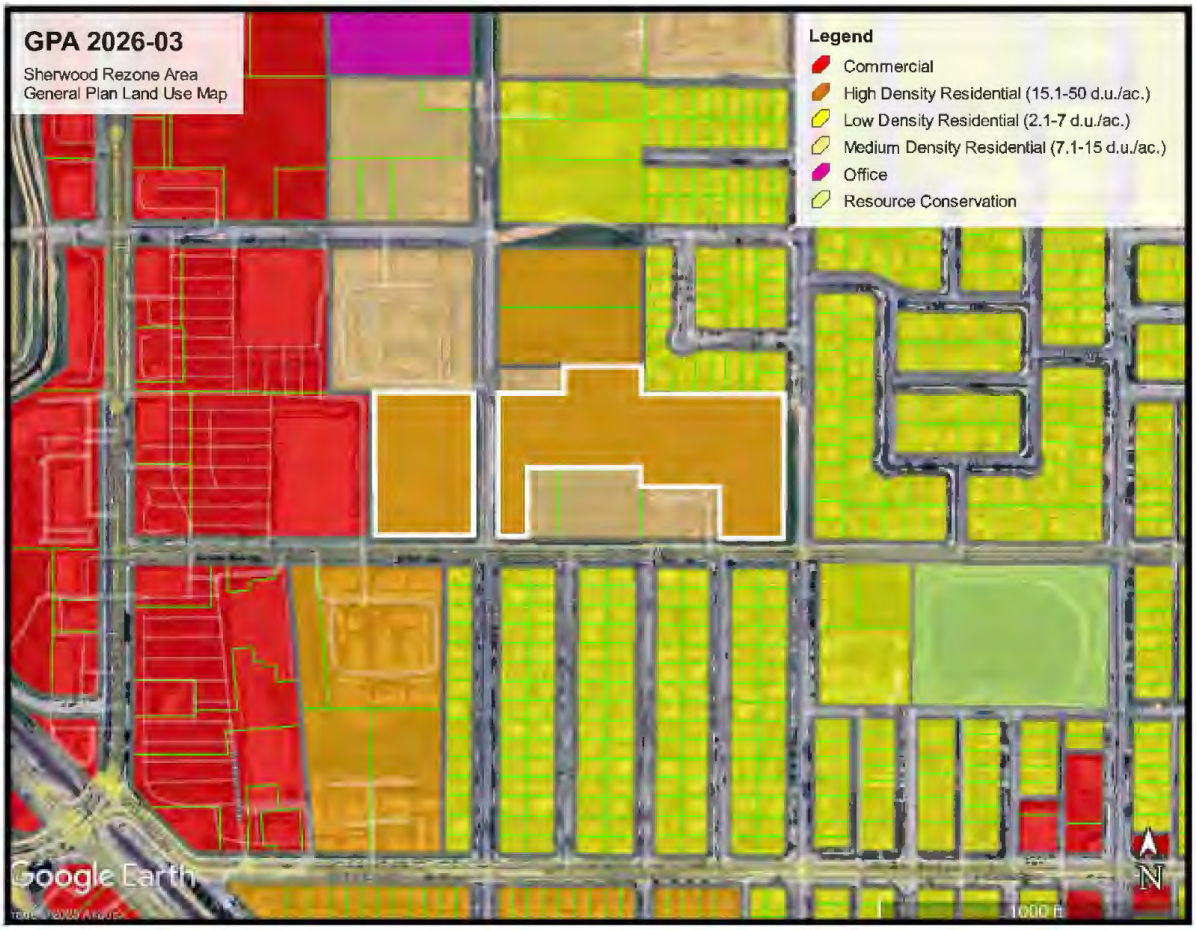
Sherwood Way Rezone Area


REZ 2026-01
Sherwood Rezone Area
Google Earth
E Cleveland Ave
N
1000

## FROM (EXISTING):



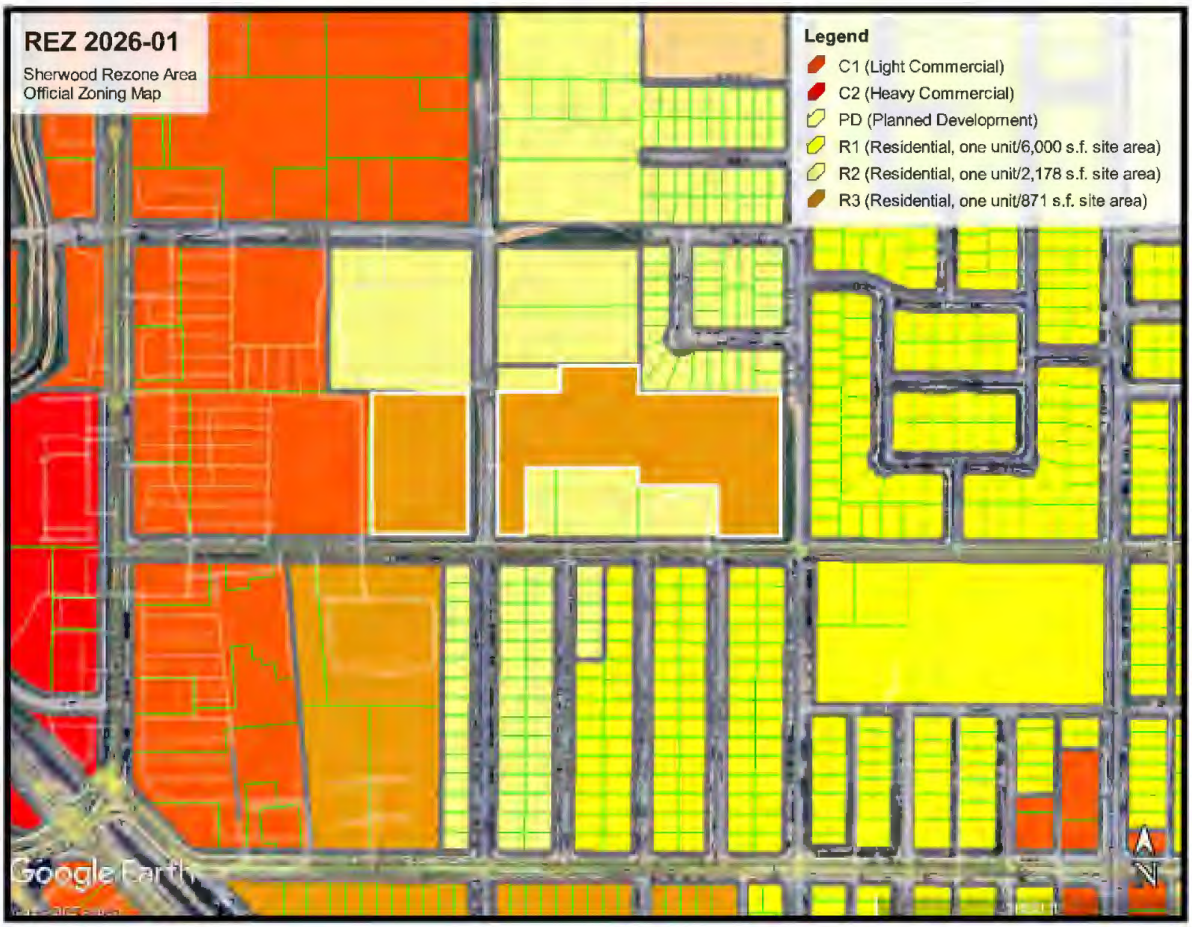

## TO (PROPOSED):



## FROM (EXISTING):

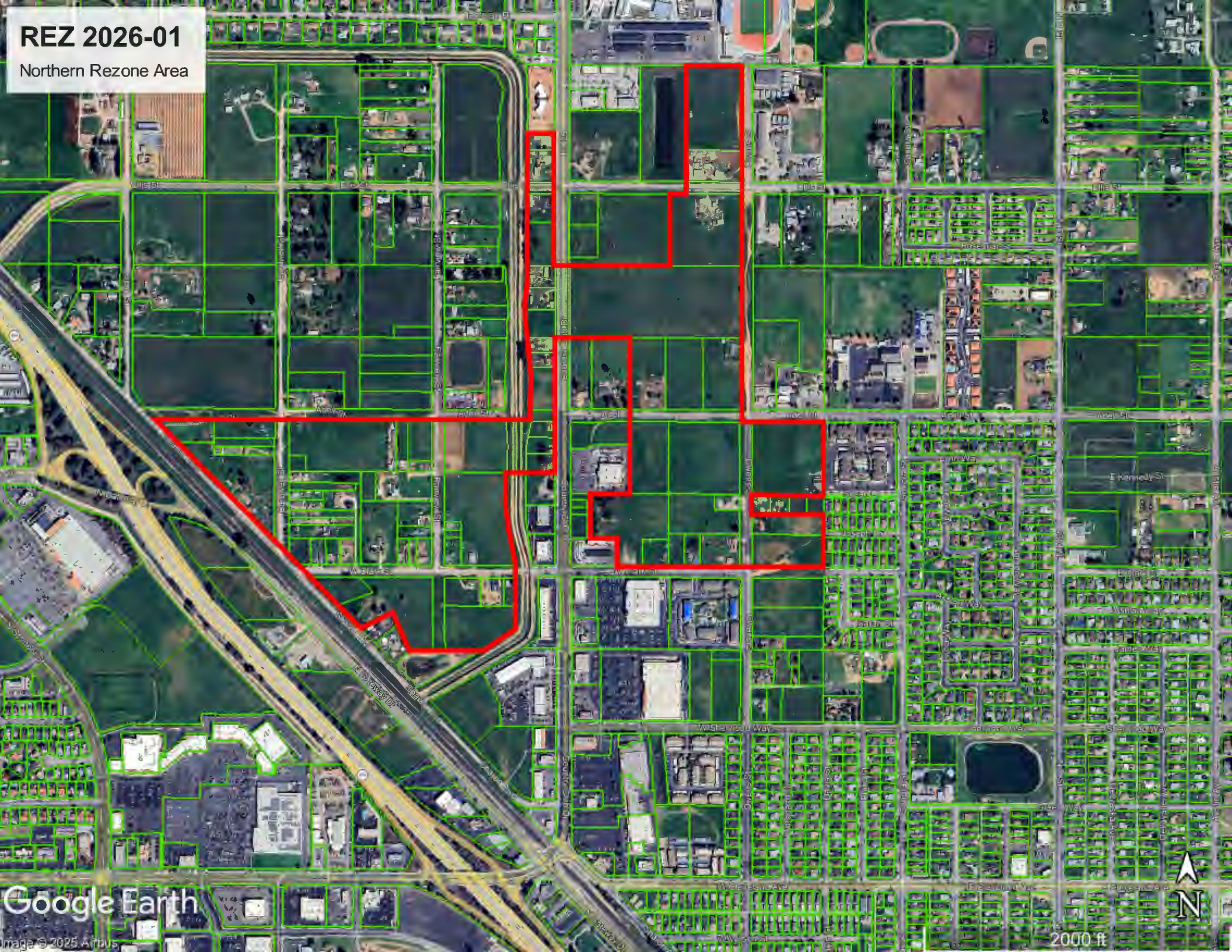



## TO (PROPOSED):

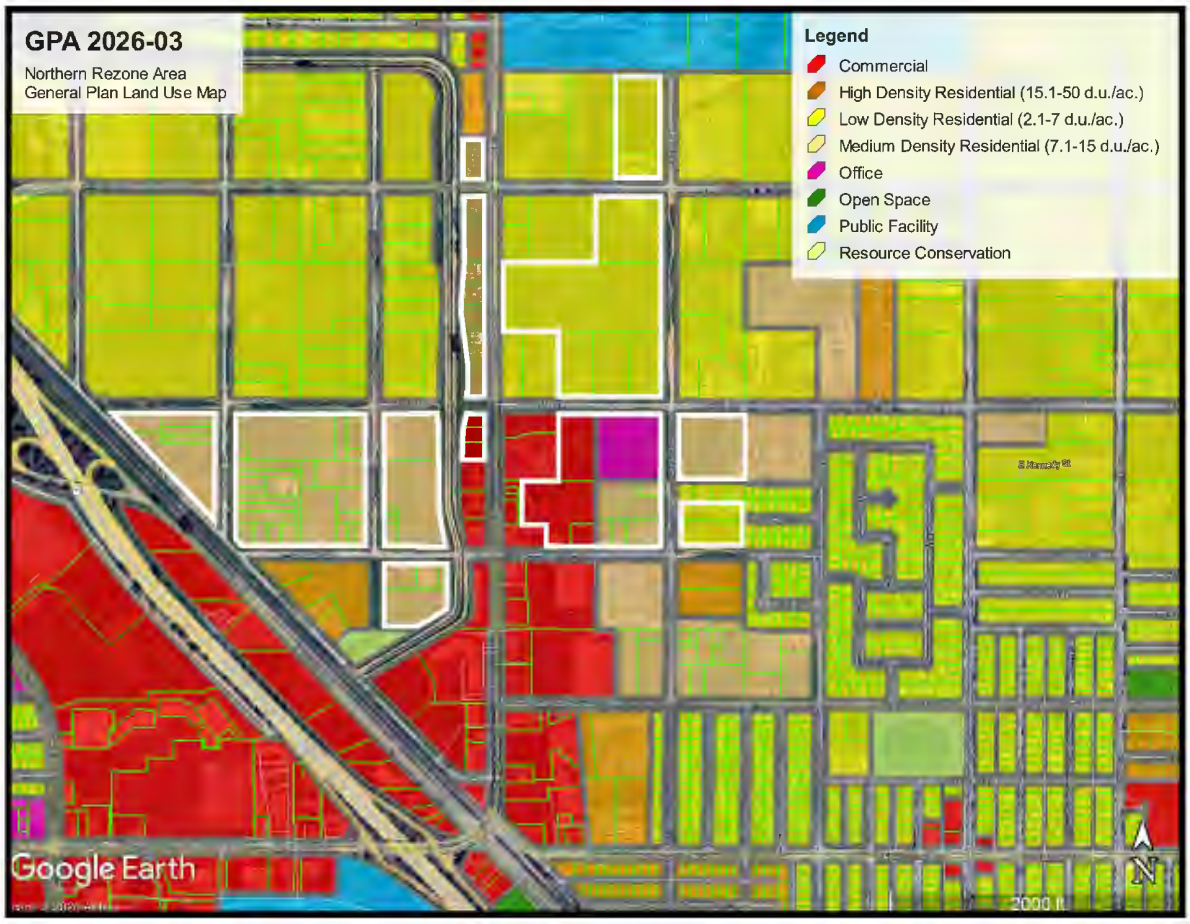


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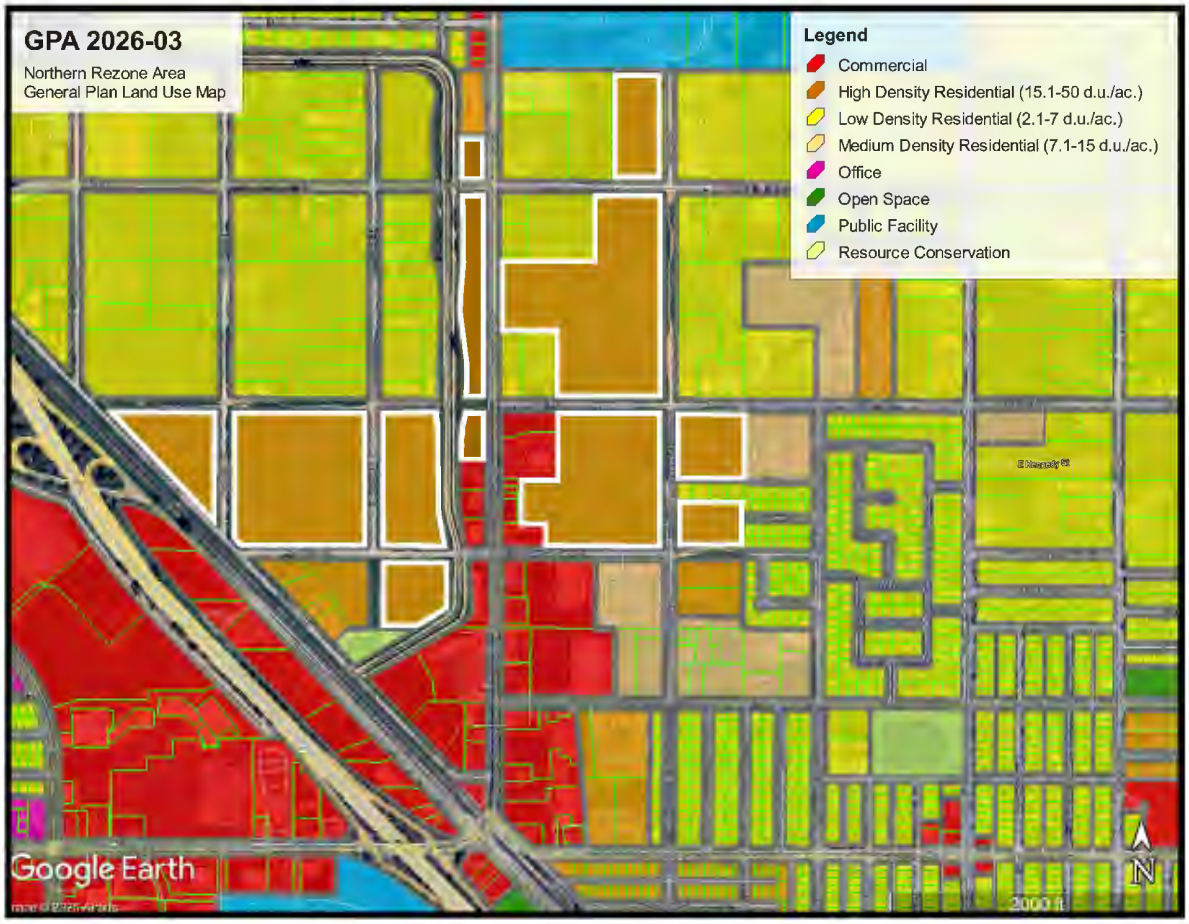
Northern Rezone Area


REZ 2026-01
Northern Rezone Area
Google Earth
Image © 2025 Airbus
2000 ft
N

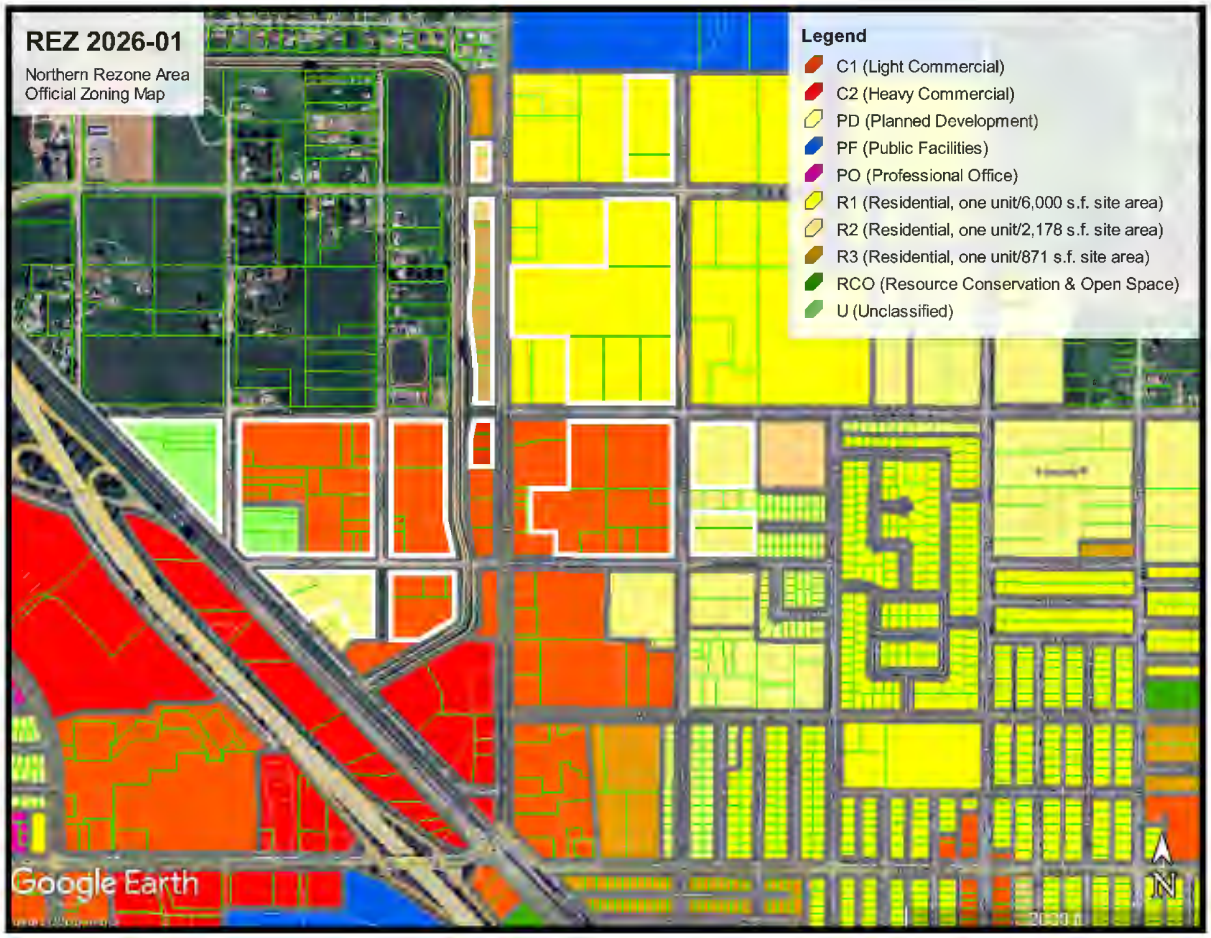
## FROM (EXISTING):



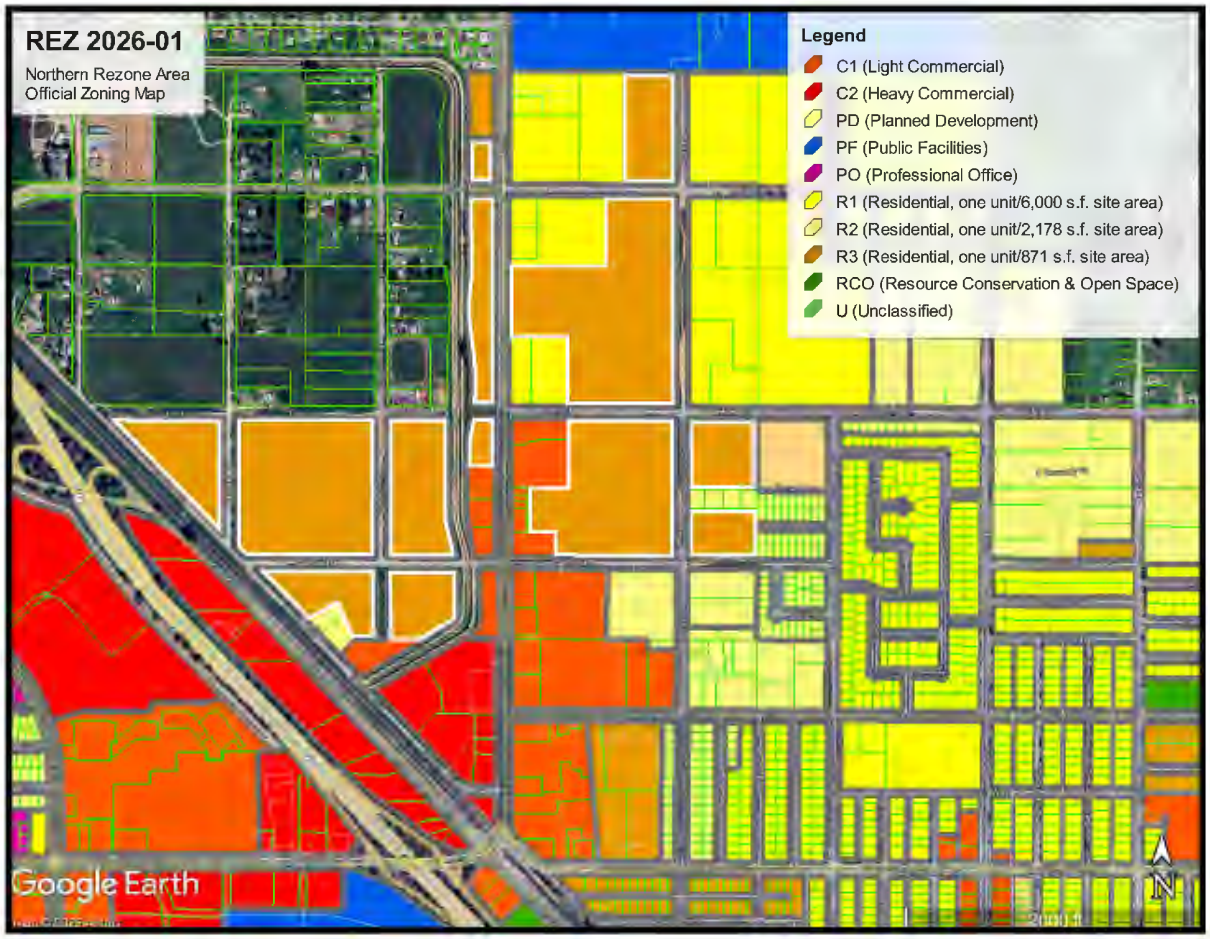

## TO (PROPOSED):



## FROM (EXISTING):

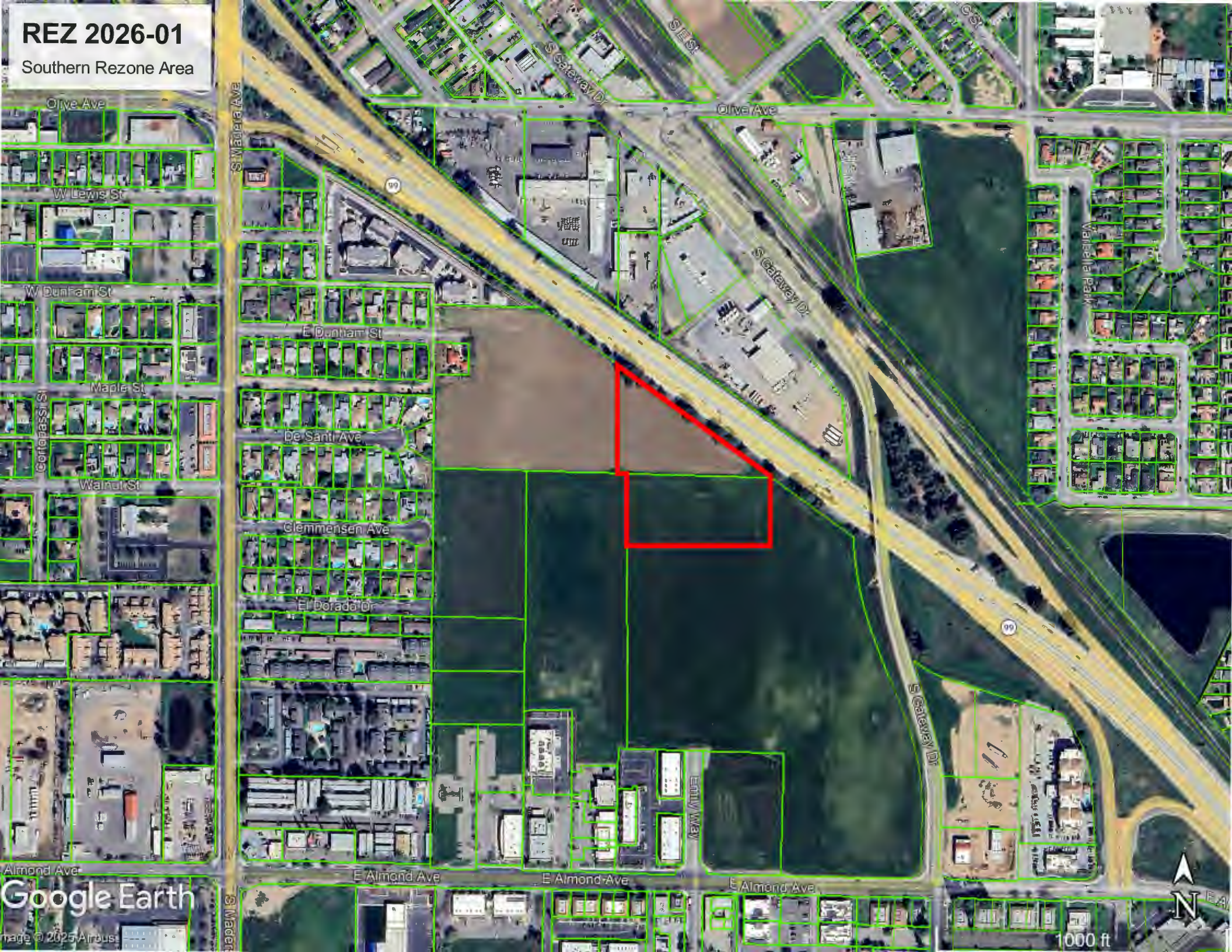



## TO (PROPOSED):

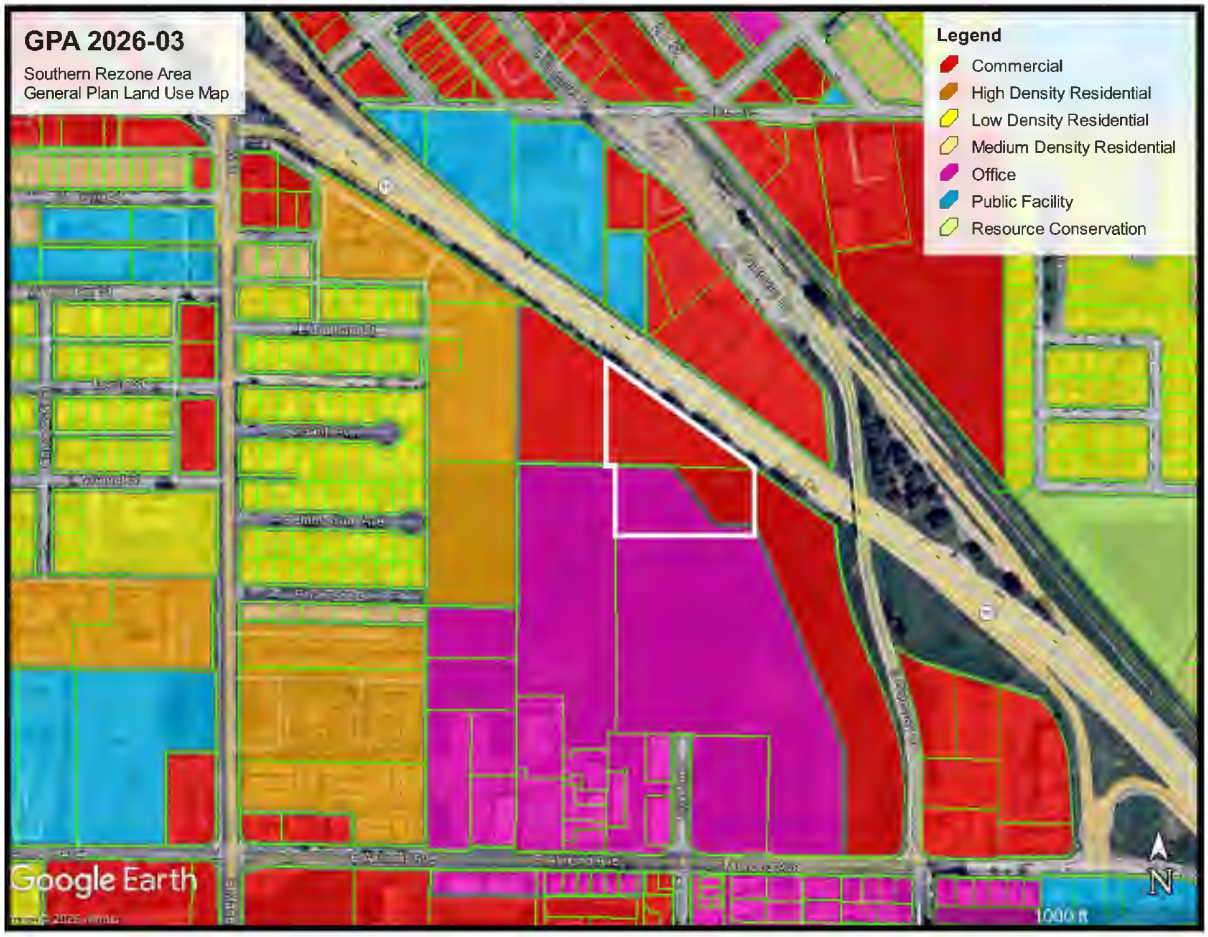


# ATTACHMENT 5

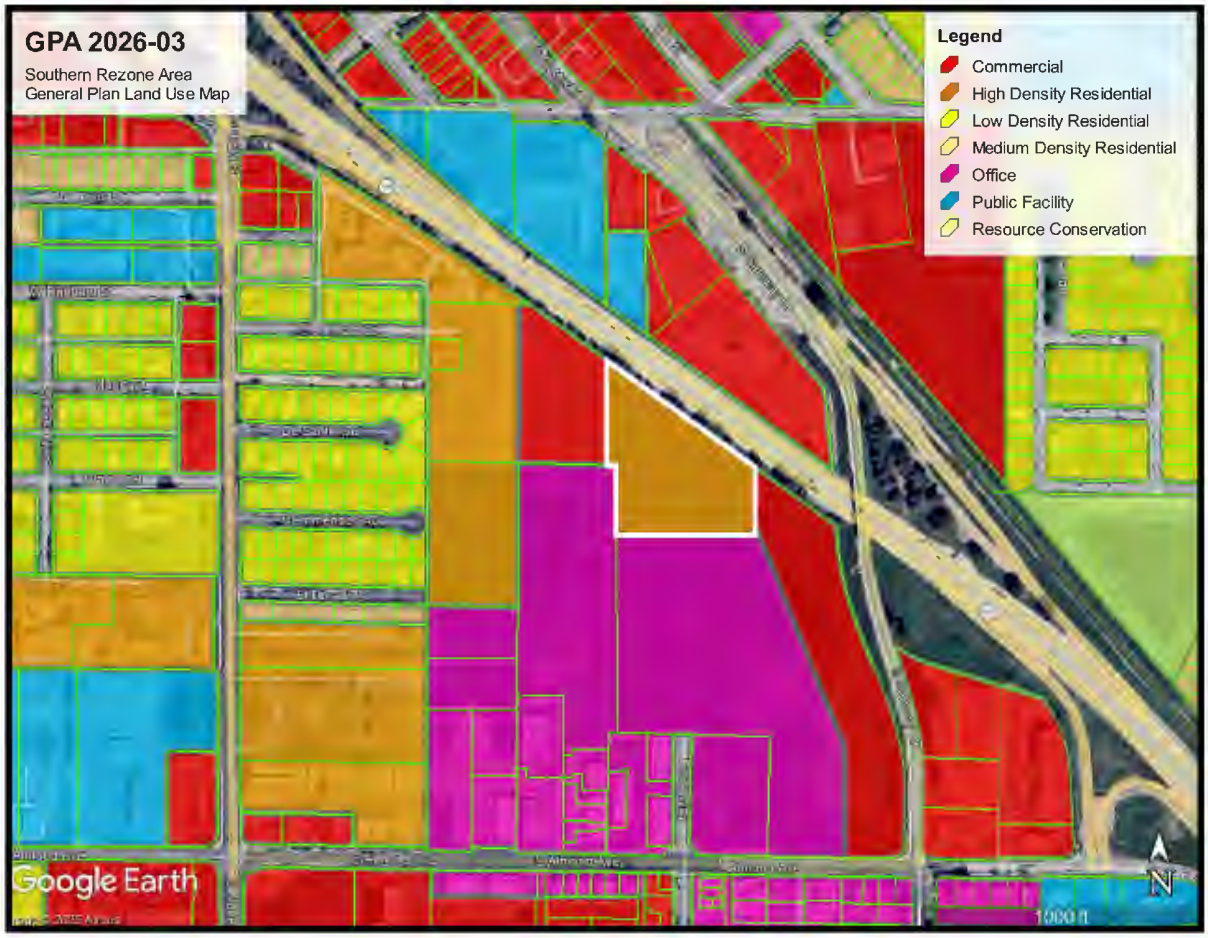
Southern Rezone Area


REZ 2026-01
Southern Rezone Area
Olive Ave
S Madera Ave
W Lewis St
W Dunham St
E Dunham St
Maple St
Cortopassi St
De Santi Ave
Walnut St
Glemmensen Ave
El Dorado Dr
S Gateway Dr
S E St
C St
Valdelaria Park
Emily Way
Almond Ave
E Almond Ave
99
Google Earth
1000 ft
N

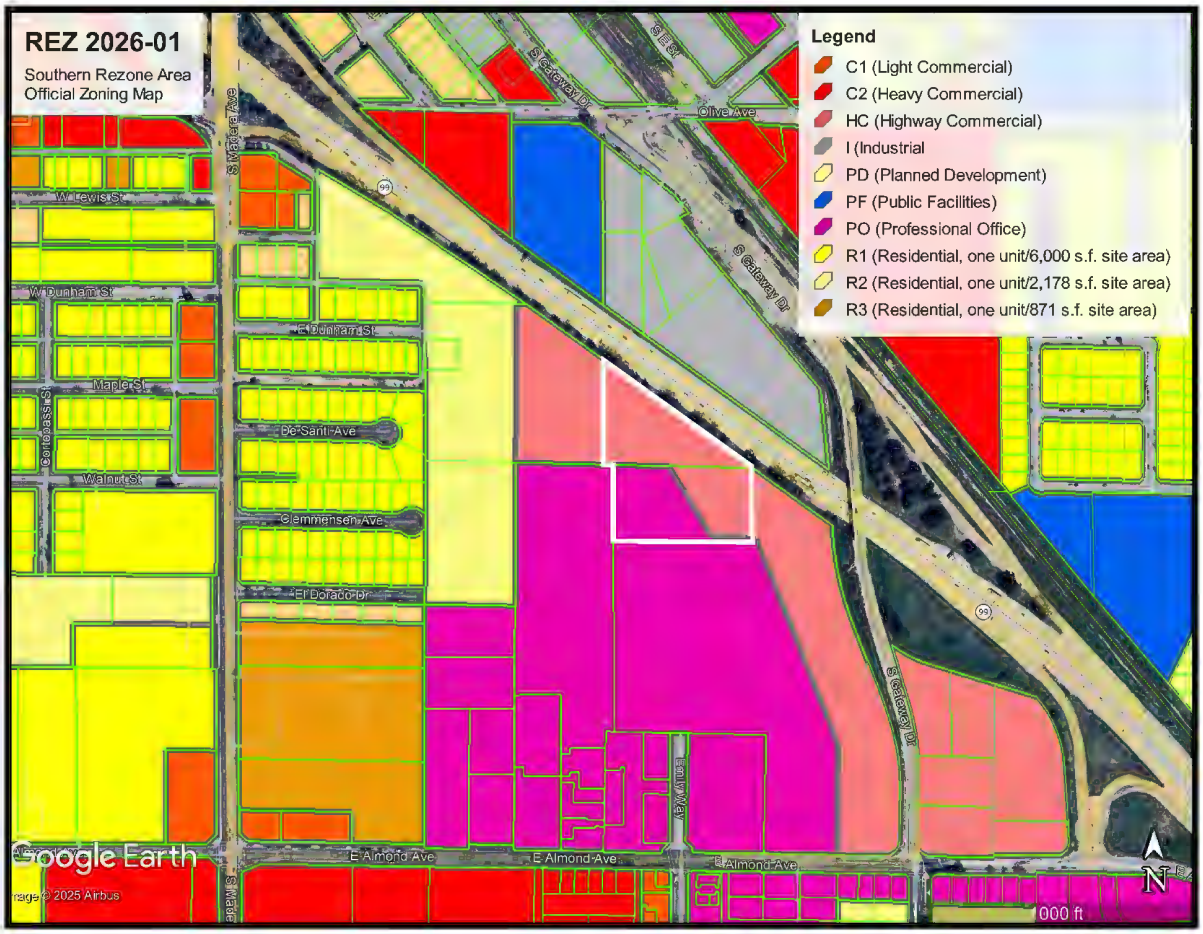
## FROM (EXISTING):




## TO (PROPOSED):



## FROM (EXISTING):




## TO (PROPOSED):



# ATTACHMENT 6

Planning Commission Recommendation
(Resolution)

**RESOLUTION NO. 2053**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE COUNCIL OF THE CITY OF MADERA DETERMINE 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 APPROVE GENERAL PLAN AMENDMENT (GPA) 2026-03 AND REZONE (REZ) 2026-01 TO INCREASE DENSITIES 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.**

**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,** General Plan Amendment (GPA) No. 2026-03 proposes to amend the General Plan Land Use Map to change the planned land use designation to increase densities for the Rezone Areas to High Density Residential (15.1-50 dwelling units per acre) in accordance with Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the General Plan; and

**WHEREAS,** Rezone (REZ) No. 2026-01 proposes to amend the Official Zoning Map to rezone the Rezone Areas to the R3 (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 shall make a written recommendation (Resolution) on the adoption or amendment of a general plan and send its recommendation to the legislative body; and

**WHEREAS**, pursuant to City Municipal Code, a public hearing (for General Plan and Zoning Map 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 May 12, 2026; and

**WHEREAS,** the Planning Commission received and independently reviewed GPA 2026-03, REZ 2026-01 at the duly noticed meeting on May 12, 2026; and

**WHEREAS,** at the May 12, 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 all the items before it, the Planning Commission now desires to adopt this Resolution recommending the Council determine 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 approve General Plan Amendment (GPA) 2026-03 and Rezone (REZ) 2026-01 to increase densities 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,** 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 the City Council determine General Plan Amendment (GPA) 2026-03 and Rezone (REZ) 2026-01 are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 21080.085 of the California Public Resources Code because 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. General Plan Amendment (GPA) 2026-03 and Rezone (REZ) 2026-01 implement the schedule of actions identified in Program A-1 of the City of Madera 2024-2032 Housing Element as required by State law.

3. Recommendation to City Council to Approve GPA 2026-03: Based on the evidence in the record, the Planning Commission recommends the Council approve GPA

2026-03 to amend the General Plan Land Use Map to change the planned land use designation for the Rezone Areas to High Density Residential (15.1-50 dwelling units per acre) as shown in Exhibit "A" attached hereto.

4. Recommendation to City Council to Approve REZ 2026-01: Based on the evidence in the record, the Planning Commission finds and determines that rezoning of the Rezone Areas to the R-3 (Residential, one unit for each 871 square feet of site area) pursuant to REZ 2026-01, is consistent with the proposed High Density Residential land use designation proposed for the Rezone Areas in accordance with Policy LU-32 and Table LU-A: General Plan/Zoning Consistency Matrix of the Madera General Plan. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve REZ 2026-01 as shown in Exhibit "B" attached hereto.

5. Effective Date: This resolution is effective immediately.

* * * * *

Passed and recommended to City Council for adopting by the Planning Commission of the City of Madera this 12th day of May 2026, by the following vote:

AYES: Commissioners Tim Riche, Abel Perez, Balwinder Singh, Saim Mohammad, Vice Chairperson Ramon Lopez and Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

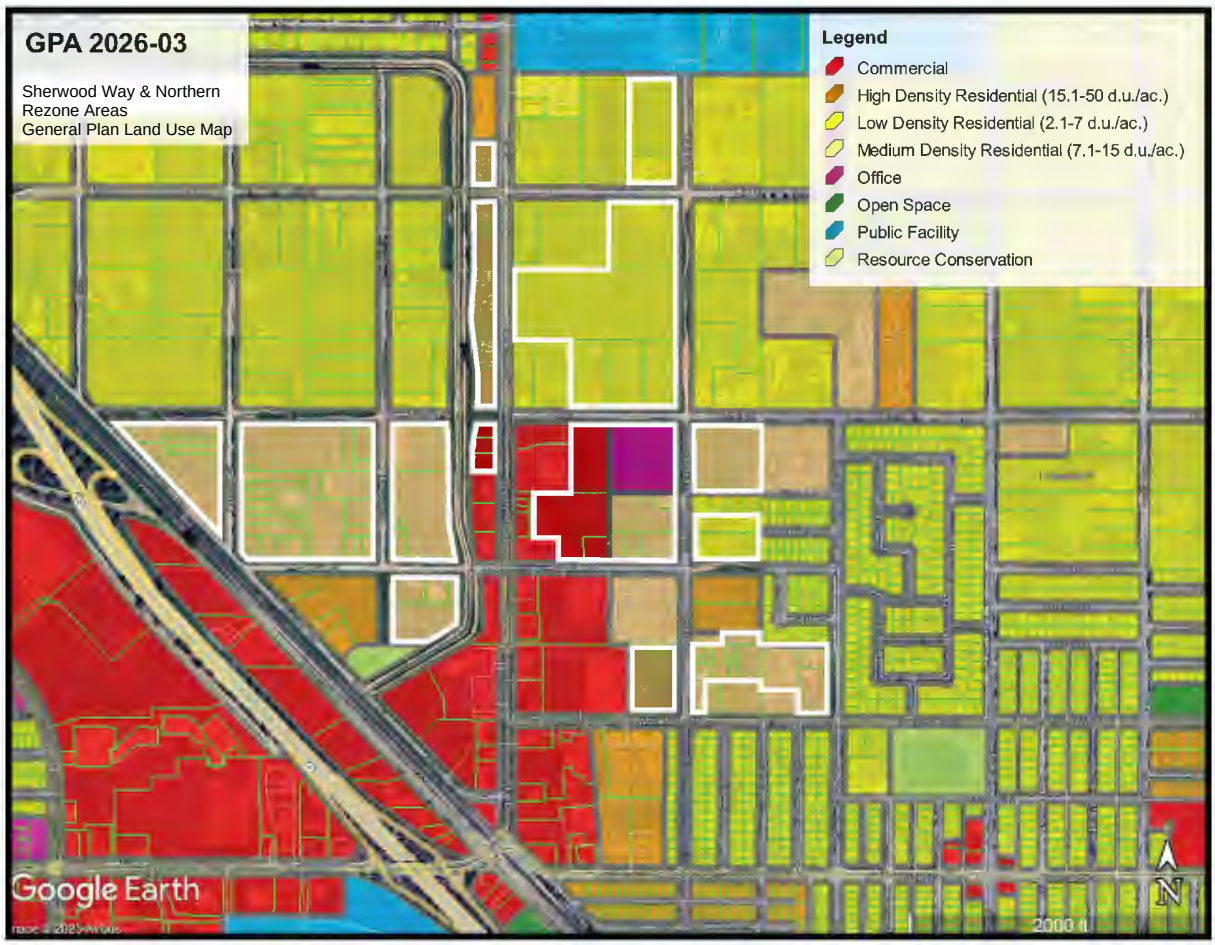
Attest:

David Brletic
Planning Manager

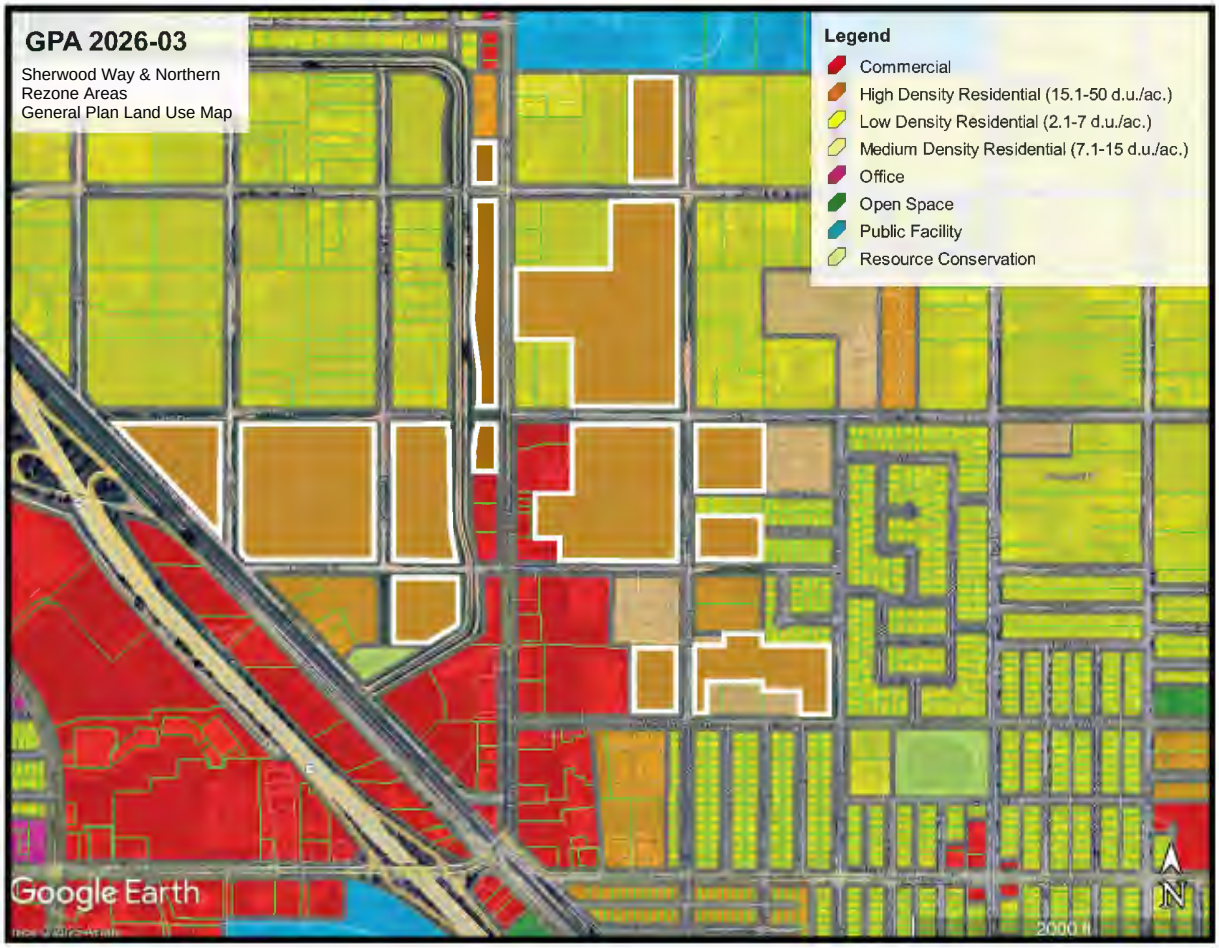
Exhibit "A": GPA 2026-03 Land Use Maps
Exhibit "B": REZ 2026-01 Official Zoning Maps

# Exhibit A.1

## FROM (EXISTING):

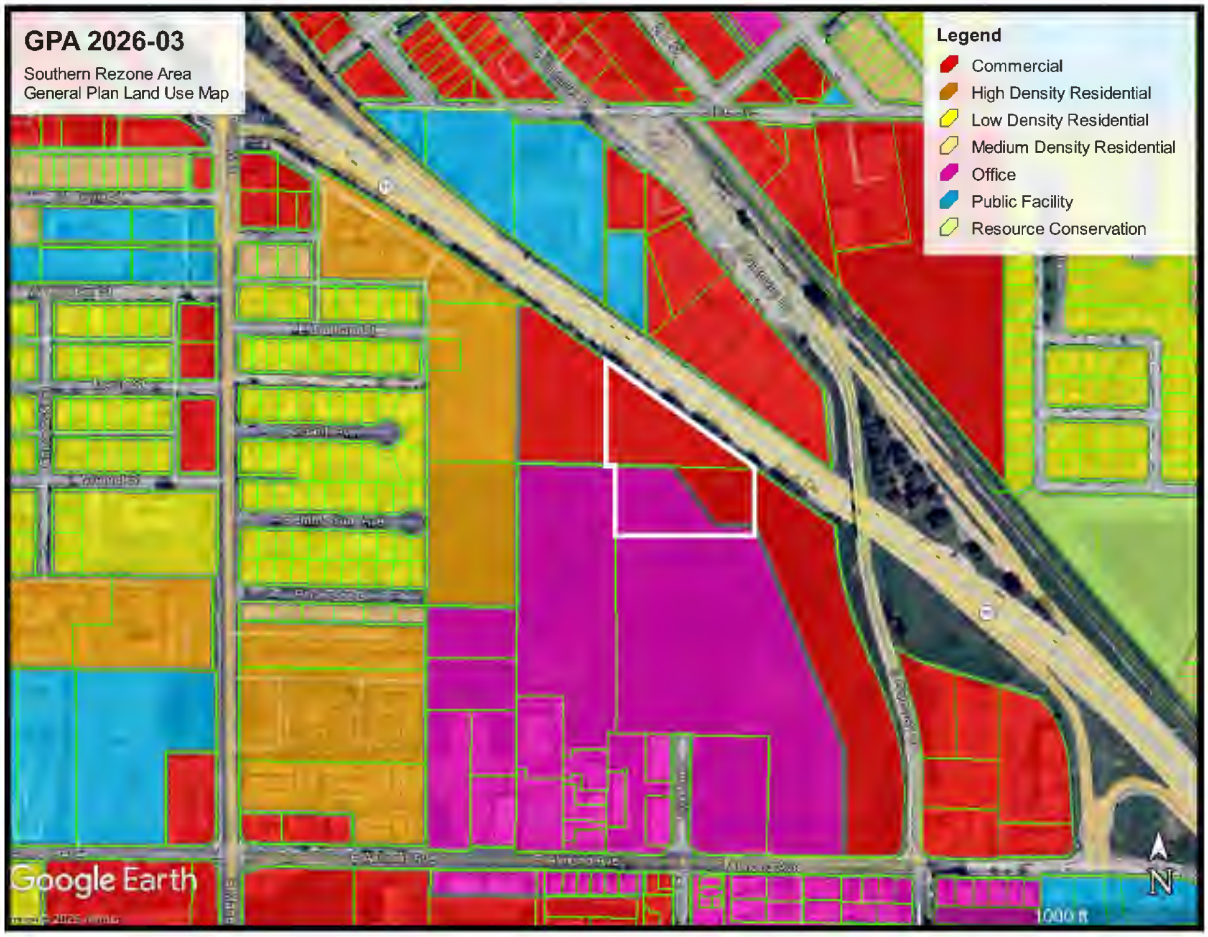



## TO (PROPOSED):

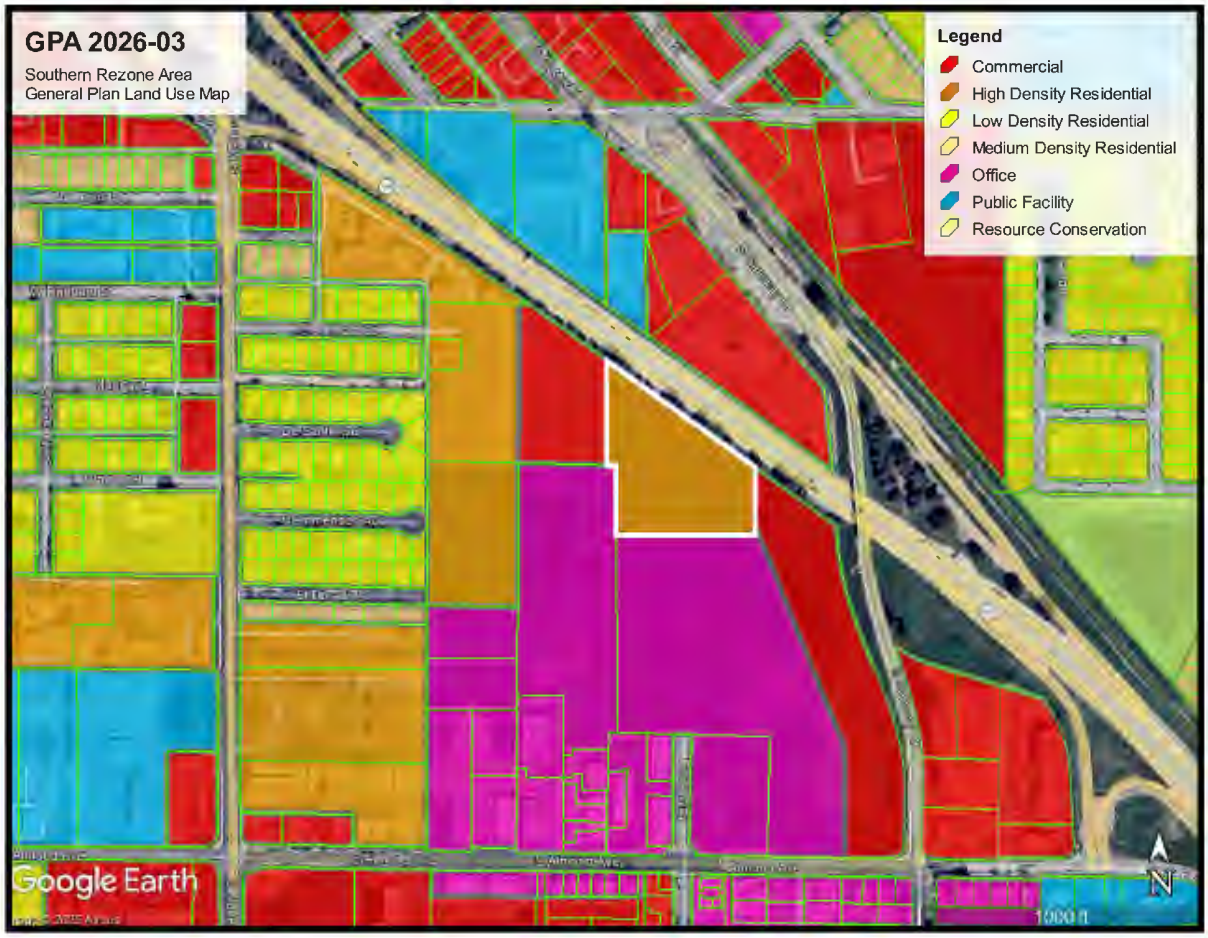


# Exhibit A.2

## FROM (EXISTING):

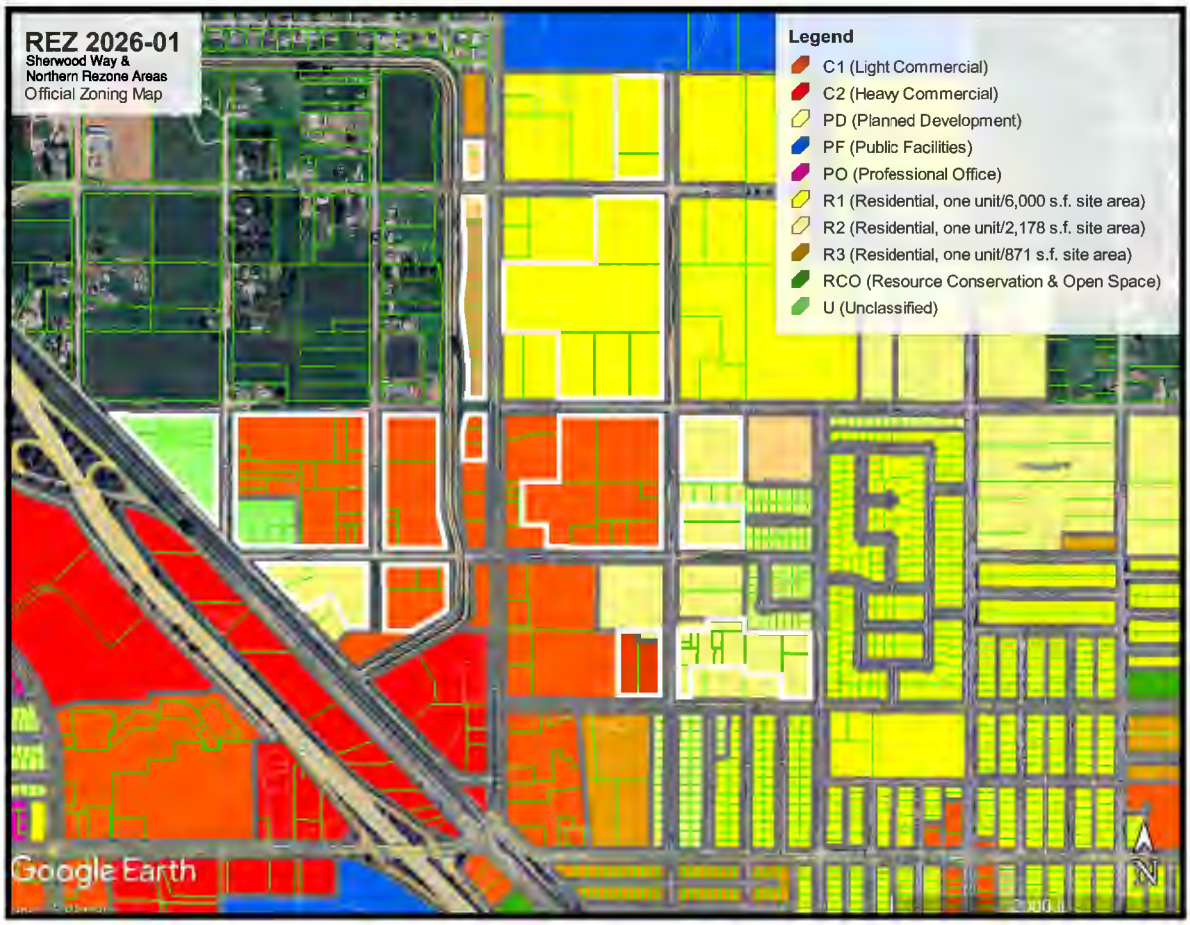



## TO (PROPOSED):

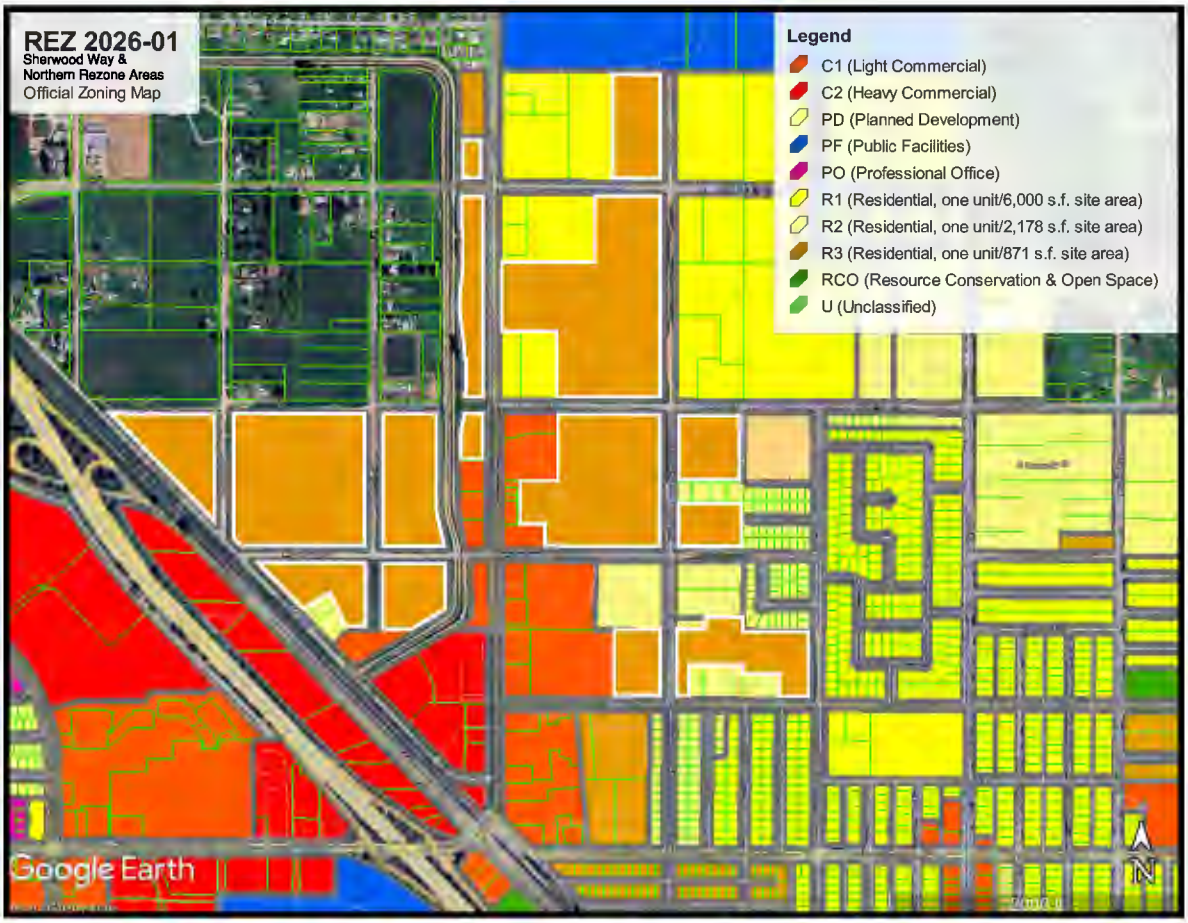


# Exhibit B.1

## FROM (EXISTING):

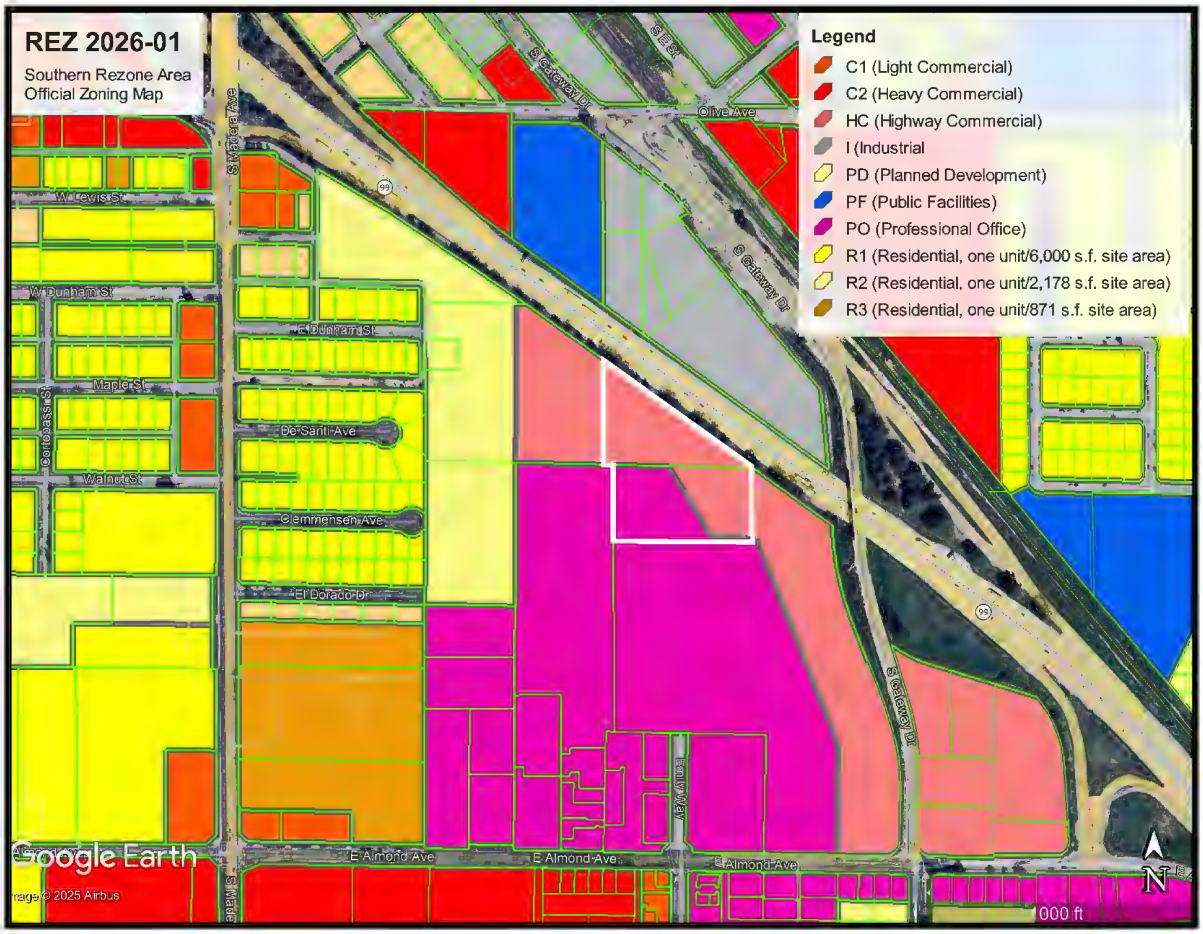



## TO (PROPOSED):



# Exhibit B.2

## FROM (EXISTING):




## TO (PROPOSED):



# ATTACHMENT 7

City Council Resolution Approving General Plan Amendment (GPA) 2026-03; including,

Exhibit “A”: GPA 2026-03 Existing and Proposed Land Use Maps

**RESOLUTION NO. _____**

**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 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 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,** General Plan Amendment (GPA) No. 2026-03 proposes to amend the General Plan Land Use Map to change the planned land use designation to increase densities for the Rezone Areas to High Density Residential (15.1-50 dwelling units per acre) in accordance with Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the General Plan to facilitate rezoning of the Rezone Areas to the R3 (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,** be it resolved by the City Council of the City of Madera as follows:

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

2. CEQA: The City Council determines General Plan Amendment (GPA) 2026-03 and Rezone (REZ) 2026-01 (collectively, the Project) are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 21080.085 of the California Public Resources Code because 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. General Plan Amendment (GPA) 2026-03 is required to facilitate zone changes in accordance with Rezone (REZ) 2026-01 to implement the schedule of actions identified in Program A-1 of the City of Madera 2024-2032 Housing Element as required by State law.

3. Approval of GPA 2026-03: Based on the testimony, information and evidence in the record, the City Council hereby finds that the proposed amendment to the City of Madera General Plan is hereby found consistent with the intent and purpose of the Madera General Plan.

   Among others, the goals, policies, and implements the programs, of the General Plan Housing Element 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). GPA 2026-03 facilitates the provision of 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 classes and across all income levels, to fully accommodate the City RHNA and housing need

Additionally, The City Council finds the amendment prescribes reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses. The Housing Element is one of eight mandatory elements of a General Plan and is required by California State Law to be updated every eight years. On February 5, 2025, the City Council adopted Ordinance No. 1014 C.S. which was initiated during the 6$^{th}$ Cycle Housing Element update with the intention of modifying the Zoning Regulations of the City Municipal Code to demonstrate compliance with State-mandated requirements related to housing and to minimize constraints for a variety of housing options, especially housing for special needs groups. The Zoning Regulations contain permissibility and property development standards (or controls) to ensure compatibility and integrity of new uses with other established uses.

Finally, the City Council finds that approval of General Plan Amendment 2026-03 is not detrimental, is in the best interest of the City and provides for the protection of the general public health, safety, and/or welfare of the community. Future development at a density and intensity consistent with the proposed changes to the General Plan Land Use Map and subsequent development in accordance with the standards of the Zoning Regulations and California Building Codes will protect for the public health, safety and/or welfare of the community. GPA 2026-03 facilitates the provision of 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 classes and across all income levels, to fully accommodate the City RHNA. These goals are specifically intended to ensure adequate housing to meet the needs of all existing and future city residents as well as for the general welfare of the community.

As such, the City Council hereby approves the amendment of the City of Madera General Plan Land Use Map by amending the General Plan land use designation for the Rezone Areas to the High Density Residential (15.1-50 dwelling units per acre) land use designation for approximately ±123.4 acres of property as specified in attached Exhibit “A,” which is incorporated by reference.

4. Effective Date: This resolution is effective immediately.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 20th day of May 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

_____
Hon. Cecelia Gallegos, Mayor

ATTEST:

_____
Alicia Gonzales, City Clerk

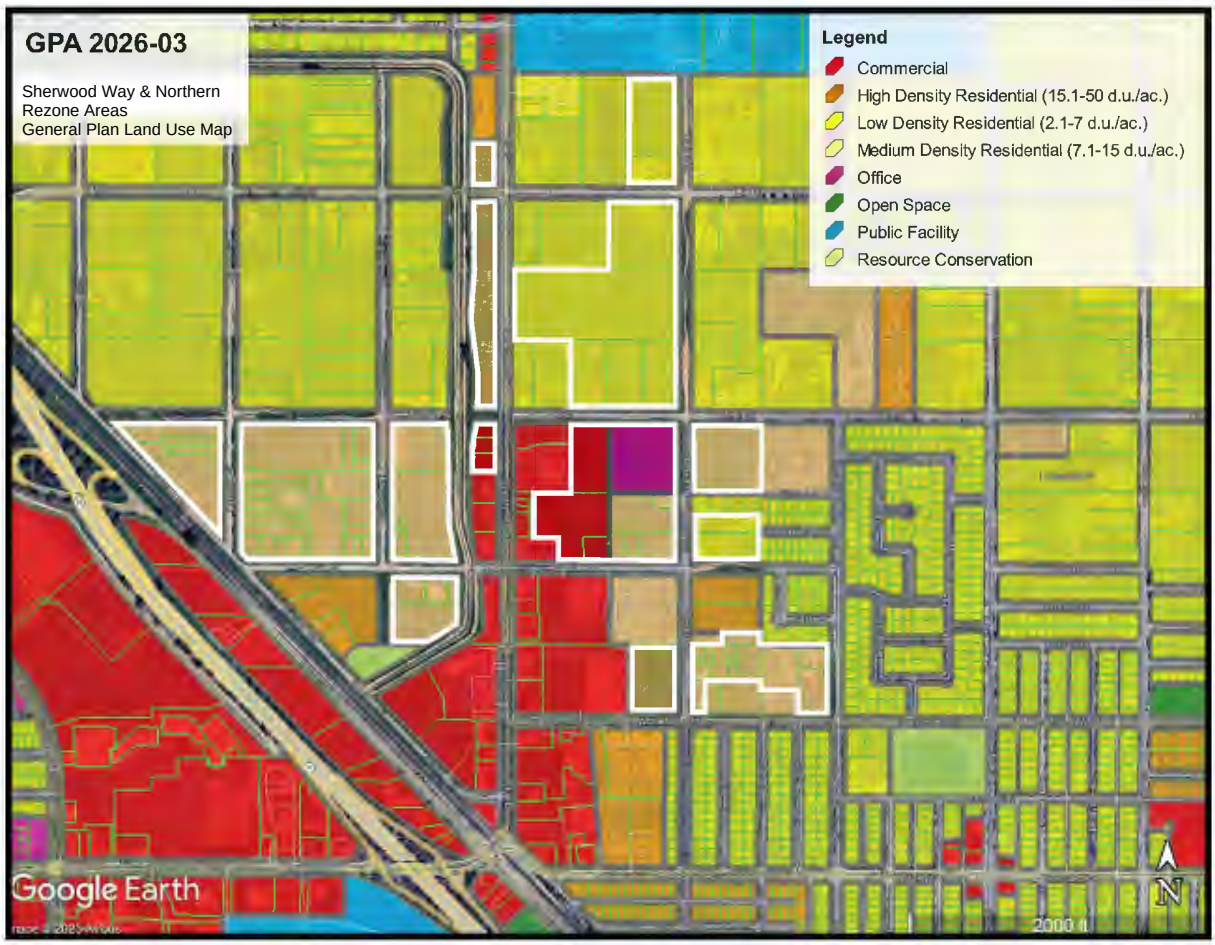
Exhibit “A”: GPA 2026-03 Land Use Maps

# Exhibit “A”

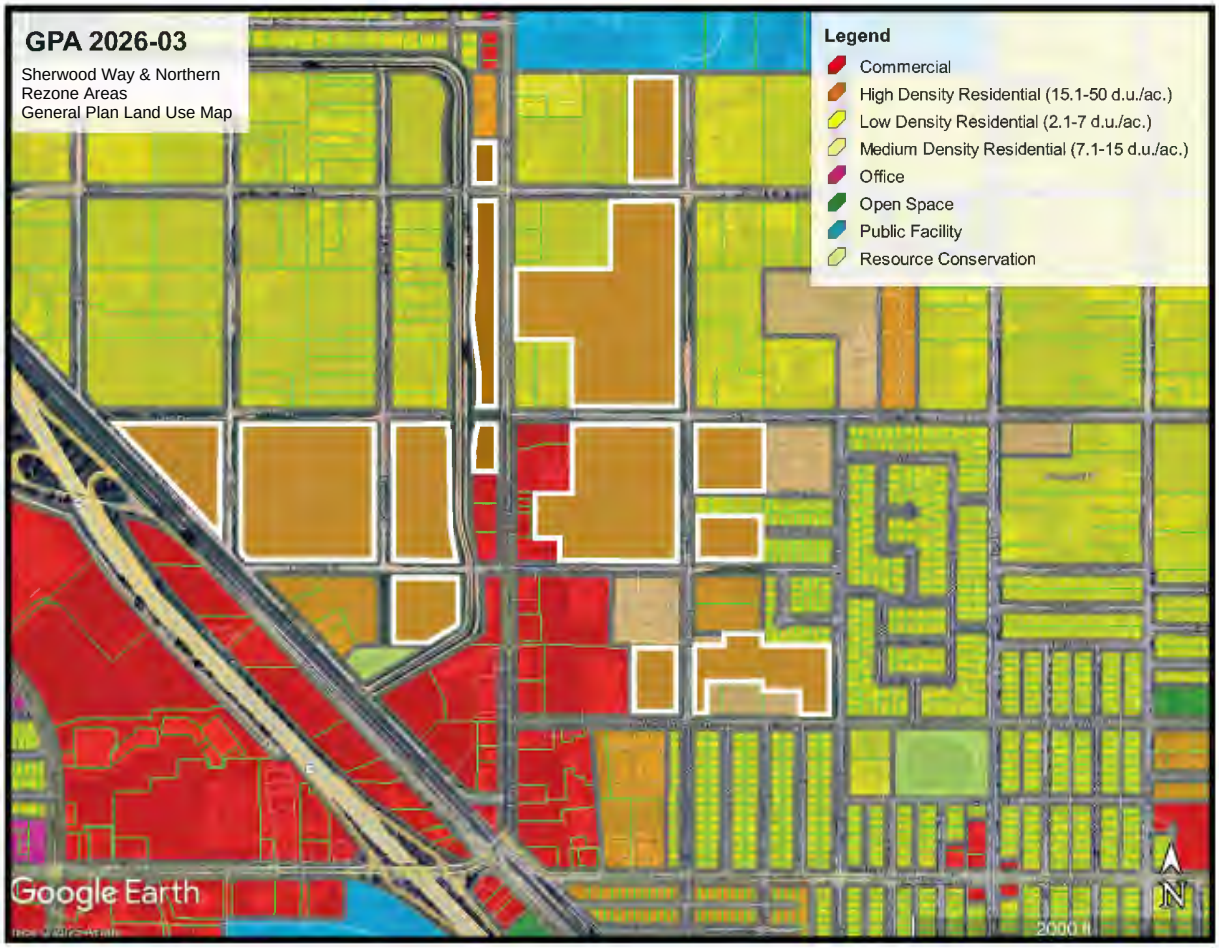
GPA 2026-03 Existing and Proposed Land Use Maps

# Exhibit A.1

## FROM (EXISTING):

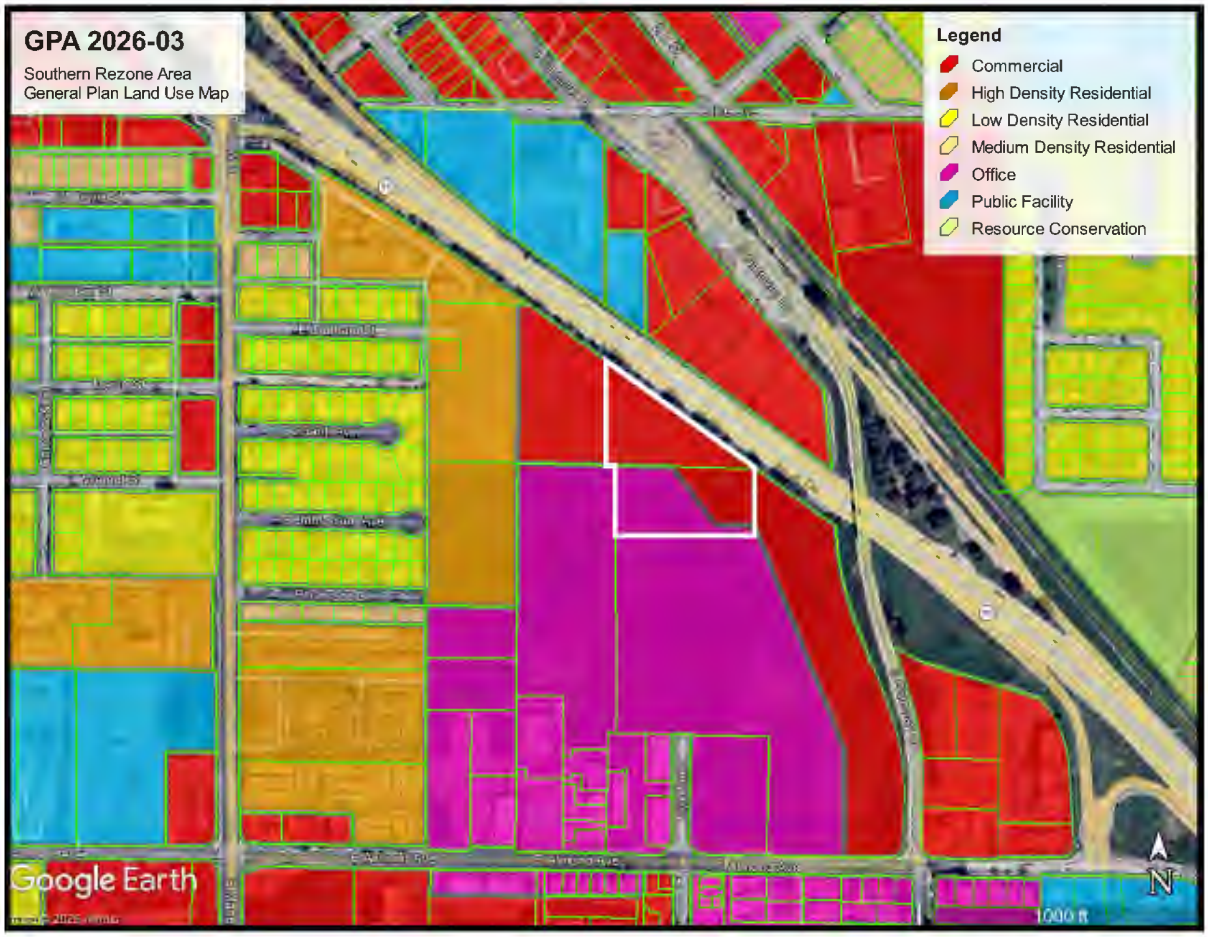



## TO (PROPOSED):

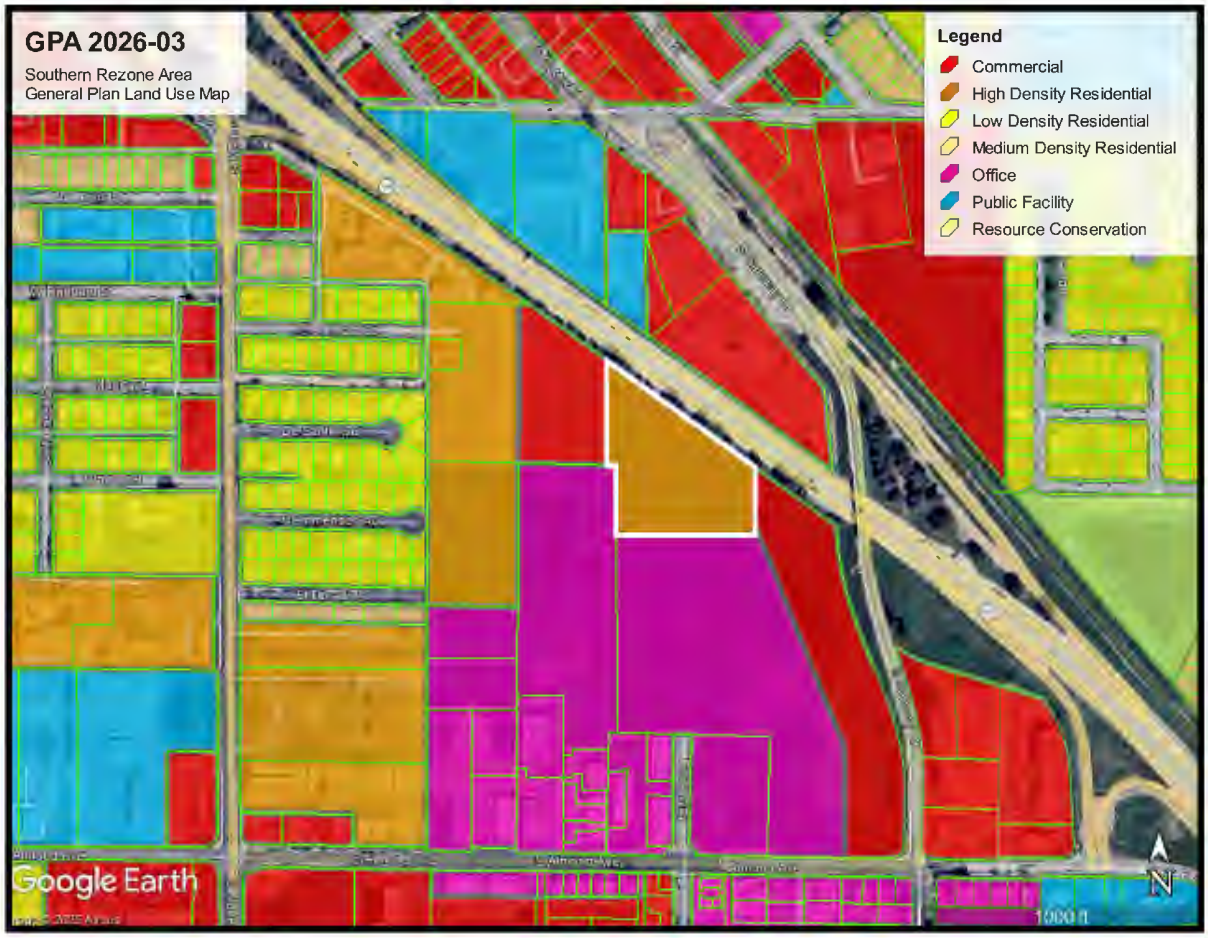


# Exhibit A.2

## FROM (EXISTING):




## TO (PROPOSED):



# ATTACHMENT 8

City Council Ordinance Approving Rezone (REZ) 2026-01; including,

Exhibit “A”: REZ 2026-01 Existing and Proposed Official Zoning Maps

**ORDINANCE NO. _____**

**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 was introduced at a regular meeting of the City Council of the City of Madera on the 20th day of May, 2026, and was passed and adopted at a regular meeting of the City Council on the 17th day of June, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Hon. Cecelia Gallegos, Mayor

ATTEST:

_____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

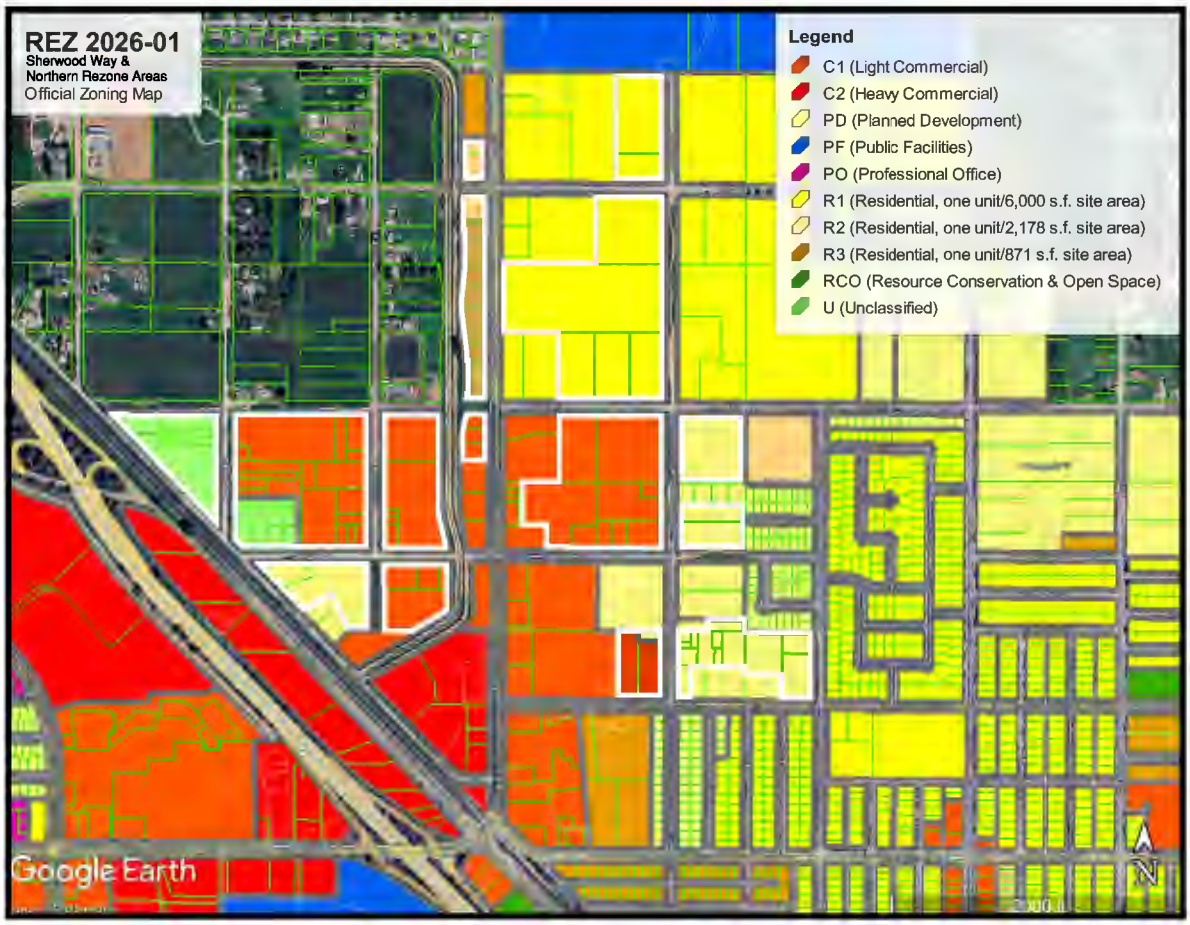
Exhibit “A” REZ 2026-01 Existing and Proposed Official Zoning Maps

# Exhibit “A”

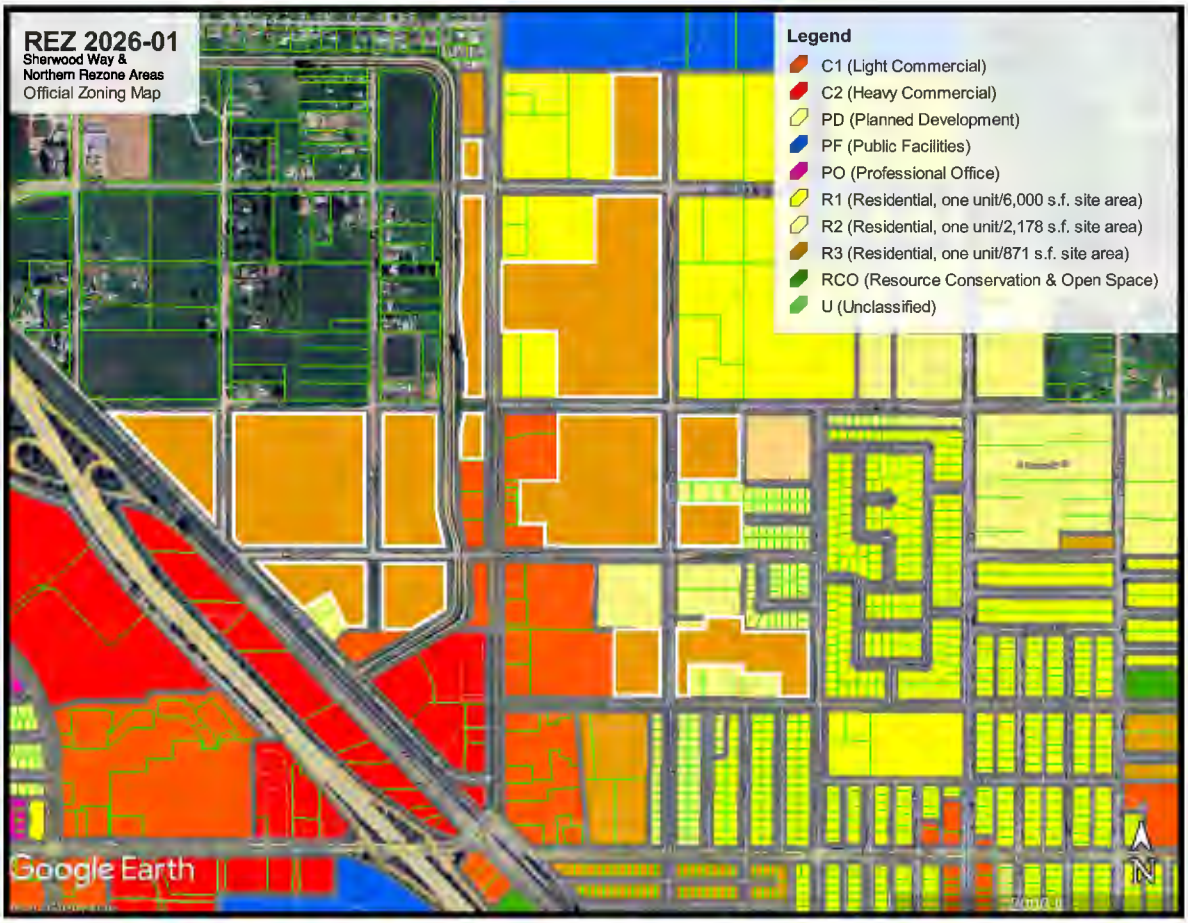
REZ 2026-01 Existing and Proposed Official Zoning Maps

# Exhibit A.1

## FROM (EXISTING):

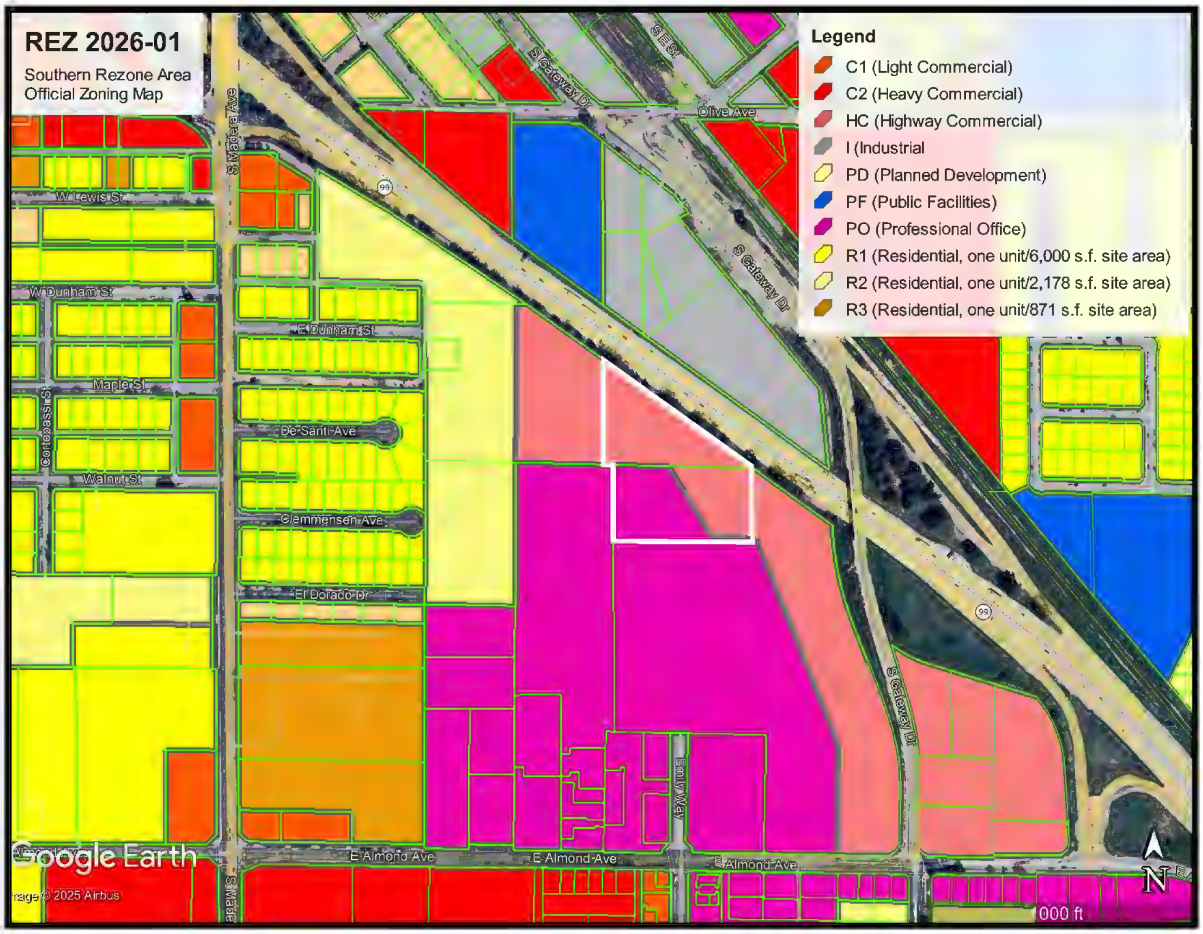



## TO (PROPOSED):



# Exhibit A.2

## FROM (EXISTING):




## TO (PROPOSED):



RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** A-2

**SUBJECT:**

Public Hearing Regarding Annexation No. 18 (Sienna Estates Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

**RECOMMENDATION:**

Hold the public hearing and, after its close, take the following actions:

1. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 18) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.

2. Adopt a Resolution of the Council of the City, Calling a Special Election and Submitting to the Voters of Annexation No. 18 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 18 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District.

Conduct the Election of the Qualified Electors of Annexation No. 18 and take the following actions:

3. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of a Special Election, and Adding the Territory Identified as Annexation No. 18 to Community Facilities District No. 2005-1 (Public Services).

**SUMMARY:**

At the regular meeting of the City Council held on April 15, 2026, the Council approved Resolution No. 26-48, declaring the City's intention to annex the proposed territory (as depicted on the boundary map attached thereto) into Community Facilities District No. 2005-1 (Public Services) ("CFD 2005-1") and setting May 20, 2026 as the date to conduct a public hearing for Annexation No. 18 to the CFD. At the regularly scheduled meeting on May 20, 2026, after the closure of the public hearing, the Council has two

resolutions to consider. The first resolution sets forth the Council's approval to annex territory to CFD 2005-1 and to levy a special tax. The first resolution also identifies the need for the annexation election and refers to the annexation map showing the parcels to be annexed. The second resolution is for adoption by the Council after the results of the election are announced by the City Clerk. The second resolution also directs the filing of the Notice of Special Tax Lien against the annexed property to provide authority for the City to collect the special tax.

**DISCUSSION:**

On November 16, 2005, by Resolution No. 05-334, the City Council established CFD 2005-1, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-1. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The Sienna Estates Subdivision (a phased subdivision map) is prepared to proceed with the annexation process into CFD 2005-1. The Project includes the development of approximately 113 single family residential units comprised of a portion of Tract 05-S-09 (Phase I) and the entirety of Tract 22-S-01 (Phase II) and one Outlot (Outlot A of Tract 05-S-09, reserved for a City Well Site). The boundaries of the Project consist of the area within original Assessor's Parcel Number's (APN's) 008-131-001 through -045, 008-131-050 through -057, 008-132-021 through -047, 008-132-049, and 008-132-050 but the territory to be annexed into the CFD excludes APNs 008-131-046 through 049 and APNs 008-132-001 through 020, as depicted on Attachment 4.

**Table 1:** *Project Overview*

| *Project Name* | *Owner* | *Units* | *Location* |
|---|---|---|---|
| Sienna Estates Phase Subdivision | Tarlton Properties, LLC, Tarlton Las Vegas, LLC, and Tarlton Fresno, LLC | 113 | Northeast of the Storey Road and East Yosemite Avenue (State Route 145) Intersection |

As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. This will comprise the 18th annexation (Attachment 5).

**FINANCIAL IMPACT:**

The 2026/2027 Fiscal Year CFD 2005-1 special tax for single-family residential development is not yet available. However, the 2025/2026 Fiscal Year CFD 2005-1 special tax for single-family residential development is $583.98 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 113 units in Annexation No. 18 will be $65,989.74. Assessment rates for CFD 2005-1 include an annual Consumer Price Index ("CPI") adjustment; therefore, this amount

will escalate over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

1. Resolution of Annexation
   - Exhibit A - Rate and Method of Apportionment
   - Exhibit B – Ballot
2. Resolution Calling for Election
   - Exhibit A – Ballot
3. Resolution of Results of Election
   - Exhibit A – Statement of Votes Cast
   - Exhibit B – Annexation Map
   - Exhibit C – List of Properties
4. Sienna Estates Phase 1 & 2 Subdivision Map
5. CFD 2005-1 Map
6. Applicant Petition Waiver

# ATTACHMENT 1

Resolution of Annexation

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

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 18) TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS**

**WHEREAS**, this City Council ("Council"), on April 15, 2026, adopted Resolution No. 26-48, (hereafter referred to as the "Resolution of Intention") stating its intention to annex territory to City of Madera Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as "CFD No. 2005-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the "Act"); and

**WHEREAS**, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-1, and a description and map of the proposed boundaries of the territory to be annexed known as Sienna Estates Phase Subdivision ("Annexation No. 18") to CFD No. 2005-1, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 18 will consist of 113 single family residential units and one outlot located northeast of the Storey Road and East Yosemite Avenue (State Route 145) intersection.

**WHEREAS**, on May 20, 2026, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-1; and

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

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

**WHEREAS**, a boundary map for Annexation No. 18 to CFD No. 2005-1 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

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

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

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

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

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

> Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.
>
> Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.
>
> Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

**SECTION 5.** It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-1 and the territory proposed to be annexed as part of Annexation No. 18, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 18, will be levied annually within the boundaries of Annexation No. 18 from and after the annexation of such property to CFD No. 2005-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-1 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit A which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 18 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

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

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 18 shall be submitted to the voters within Annexation No. 18 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 18 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 18 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 18.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit A which election will be conducted on May 20, 2026 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-1, a ballot in the form of Exhibit B, which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

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

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

**SECTION 7.** This resolution is effective immediately.

* * * * *

**EXHIBIT A**

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

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

## A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

**"Annual Escalation Factor"** means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco- Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained t1rou the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

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

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

**"Base Year"** means Fiscal Year ending June 30, 2007.

**"City"** means the City of Madera.

**"Council"** means the City Council of the City of Madera, acting as the legislative body of the District. "County" means the County of Madera, California.

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

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

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

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

**"District"** means Community Facilities District No. 2005-1 of the City of Madera.

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

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

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Land Use Class"** means any of the classes listed in Table 1.

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

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

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

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

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

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

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

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

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

**“State”** means the State of California.

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

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

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

## B ASSIGNMENT TO LAND USE CATEGORIES

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

## C. MAXIMUM SPECIAL TAX RATE

### 1. DEVELOPED PROPERTY

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

| Land Use Class | Description | Maximum Special Tax Per Unit[1] |
|---|---|---|
| 1 | Developed Single-Family Residence | $311 per unit |
| 2 | Developed Multi-Family Residence | $285 per unit |
| [1] Maximum Special Tax includes Administrative Expenses | | |

### 2. ENTITLED PROPERTY

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

| Land Use Class | Description | Maximum Special Tax Per Unit[1] |
|---|---|---|
| 3 | Entitled Property | $166 per lot |
| [1] Maximum Special Tax includes Administrative Expenses | | |

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

### 3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

### 4. TAX-EXEMPT PROPERTY

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

### 5. MULTIPLE LAND USE CLASSES

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

## D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

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

## E. APPEALS

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

## F. EXEMPTIONS

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

## G. MANNER OF COLLECTION

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

## H. TERM OF SPECIAL TAX

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

**EXHIBIT B**

**City of Madera**

**Community Facilities District No. 2005-1, (Public Services), Annexation No. 18**

**OFFICIAL BALLOT**

**SPECIAL TAX ANNEXATION ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, May 20, 2026 either by mail or in person. The City Clerk's office is located at City Hall, 205 W. Fourth Street, Madera, California 93637.

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

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

| | |
|---|---|
| **BALLOT MEASURE:** Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 15, 2026? | **YES:** ☐<br>**NO:** ☐ |

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

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

# ATTACHMENT 2

Resolution of Results of Election

Including:
Exhibit A – Ballot

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 18 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 18 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT**

**WHEREAS**, pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory known as Sienna Estates Phase Subdivision ("Annexation No. 18") to City of Madera Community Facilities District No. 2005-1, County of Madera, State of California (hereafter referred to as "CFD No. 2005-1"). Annexation No. 18 will consist of 113 single family residential units and one outlot located northeast of the Storey Road and East Yosemite Avenue (State Route 145) intersection; and

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

**WHEREAS**, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 18 the annual levy of special taxes on taxable property within Annexation No. 18; and

**WHEREAS**, the Community Development Director has advised the City Council that the property owners of the subject parcels have reported to the City staff that all of the subject parcels are uninhabited with no voters registered at the subject parcel. City Staff has personally visited the sites and found that there are no occupied dwellings on the subject parcels. Staff has advised the City Council that the annexation area qualifies as uninhabited as there are less than 12 persons registered to vote within Annexation No. 18;

**NOW, THEREFORE, BE IT RESOLVED**, determined, and ordered by the City Council for the City of Madera Community Facilities District No. 2005-1, Annexation No. 18 as follows:

**SECTION 1.** The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory to be annexed to CFD No. 2005-1 for each of the 90 days preceding the close of the public hearing on May 20, 2026 (iii)

pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory to be annexed to CFD No. 2005-1, whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within Annexation No. 18 which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) the owners of all of the land in Annexation No. 18 by written consent (a) waived the time limits set forth in Section 53326 of the California Government Code for holding the election called by this resolution and the election on the propositions, (b) consented to the holding of the election on May 20, 2026, (c) waived notice and mailed notice of the time and date of the election, (d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of that Code, and mailing of a statement pursuant to Section 9401 of that Code, and (e) waived a synopsis of the measures to be included in the official ballot for said elections pursuant to Section 12111 of that Code; and (v) the City Clerk (hereafter referred to as the "City Clerk") has consented to the holding of the election on May 20, 2026.

**SECTION 2**. The City Council hereby calls and schedules a special election for May 20, 2026, on the proposition of the annual levy of special taxes on taxable property within Annexation No. 18 to CFD No. 2005-1 to finance police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within Annexation No. 18 to CFD No. 2005-1.

**SECTION 3**. The proposition to be submitted to the voters of Annexation No. 18 at such special election shall be as follows:

Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 15, 2026.

**SECTION 4**. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

**SECTION 5.** The procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on taxable property within Annexation No. 18 to CFD No. 2005-1 to pay for police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within the District:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified elector an official ballot in the appropriate form attached hereto as Exhibit A and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within Annexation No. 18 to CFD No. 2005-1.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on the 20th day of May 2026 provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

**SECTION 6.** This resolution is effective immediately.

* * * * *

**EXHIBIT A**

**City of Madera**

**Community Facilities District No. 2005-1, (Public Services), Annexation No. 18**

**OFFICIAL BALLOT**

**SPECIAL TAX ANNEXATION ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, May 20, 2026 either by mail or in person. The City Clerk's office is located at City Hall, 205 W. Fourth Street, Madera, California 93637.

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

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

| | | |
|---|---|---|
| **BALLOT MEASURE:** Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 15, 2026? | **YES:** | ☐ |
| | **NO:** | ☐ |

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

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

# ATTACHMENT 3

Resolution of Results of Election

Including:

Exhibit A – Statement of Votes Cast

Exhibit B – Annexation Map

Exhibit C – List of Properties

**RESOLUTION NO. ____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 18 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)**

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

**WHEREAS**, the City Council initiated proceedings to annex certain territory known as the Sienna Estates Subdivision ("Annexation No. 18") to Community Facilities District No. 2005-1 (Public Services). Annexation No. 18 will consist of 113 single family residential units and one outlot located northeast of the Storey Road and East Yosemite Avenue (State Route 145) intersection; and

**WHEREAS**, at this time the unanimous consent to the annexation of Annexation No. 18 has been received from the property owner or owners of such territory; and

**WHEREAS**, twelve (12) or more registered voters have not resided within the territory of Annexation No. 18 for each of the ninety (90) days preceding May 20, 2026, therefore, pursuant to the Act the qualified electors of Annexation No. 18 shall be the "landowners" of Annexation No. 18 as such term is defined in Government Code Section 53317(f), and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 18; and

**WHEREAS**, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 18 to the qualified electors of Annexation No. 18 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 18; and

**WHEREAS**, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 18, has received, and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

**WHEREAS**, at this time the measures voted upon did receive the favorable two-thirds vote of the qualified electors, and the City Council desires to declare the results of the election; and

**WHEREAS**, a map showing the territory to be annexed and designated as Annexation No. 18 (hereafter referred to as the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

**NOW, THEREFORE, BE IT RESOLVED**, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-1 (Public Services), Annexation No. 18 as follows:

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

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

(a) The unanimous consent to the annexation of Annexation No. 18 to CFD No. 2005-1 has been given by all of the owners within Annexation No. 18, and such consent shall be kept on file in the Office of the City Clerk.

(b) Twelve (12) or more registered voters have not resided within the territory of Annexation No. 18 for each of the ninety (90) days preceding May 20, 2026 therefore, pursuant to the Act the qualified electors of Annexation No. 18 shall be the "landowners" of such Annexation No. 18 as such term is defined in Government Code Section 53317(f).

(c) The qualified electors of Annexation No. 18 have voted in favor of the levy of special taxes within Annexation No. 18 upon its annexation to CFD No. 2005-1.

**SECTION 3**. The boundaries and parcels of territory within Annexation No. 18 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

**SECTION 4**. The City Council does hereby determine and declare that Annexation No. 18 is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within Annexation No. 18.

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

An Amendment No. 18 to the Amended Notice of Special Tax Lien shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

**SECTION 6**. This resolution is effective immediately.

* * * * *

**EXHIBIT A**

**Certificate of Election Official and Statement of Votes Cast**

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

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

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
ANNEXATION NO. 18
SPECIAL ELECTION

held in the City of Madera, on May 20, 2026.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed, Annexation No. 18 to Community Facilities District No. 2005-1 (Public Services) of the City of Madera for or against the Measure are full, true and correct.

VOTES CASTED: YES_____
NO _____

WITNESS my hand this _____ day of _____, 2026

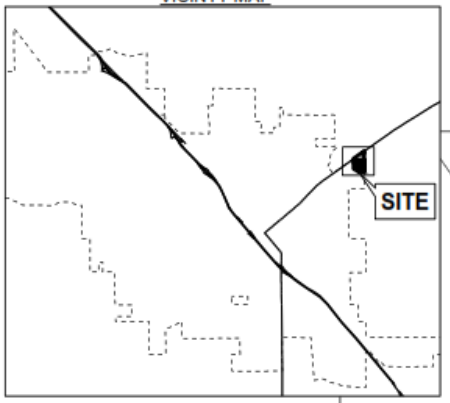
**EXHIBIT B**

SHEET 1 OF 1

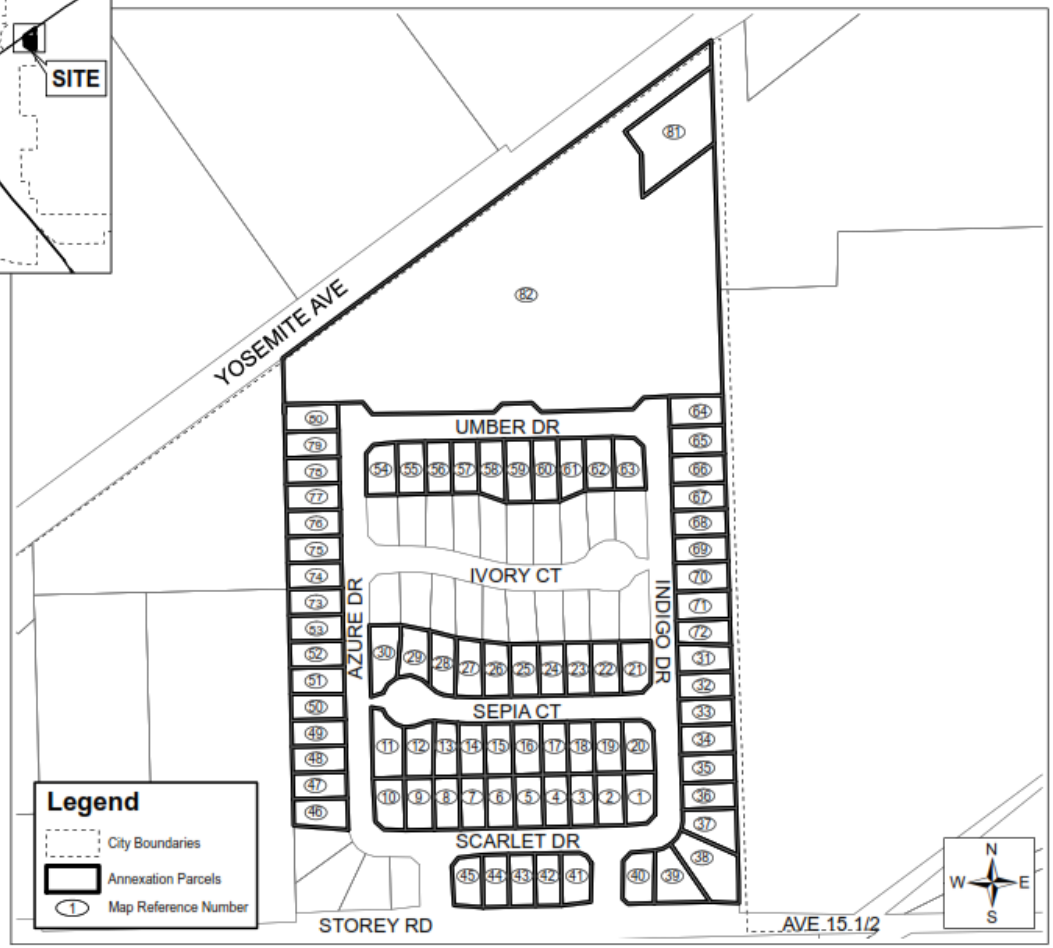
# ANNEXATION MAP NO. 18
# COMMUNITY FACILITIES DISTRICT NO. 2005-1

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

VICINTY MAP




| MAP NUMBER | ASSESSOR'S PARCEL NUMBER | MAP NUMBER | ASSESSOR'S PARCEL NUMBER |
|---|---|---|---|
| 1 | 008-131-001 | 42 | 008-131-042 |
| 2 | 008-131-002 | 43 | 008-131-043 |
| 3 | 008-131-003 | 44 | 008-131-044 |
| 4 | 008-131-004 | 45 | 008-131-045 |
| 5 | 008-131-005 | 46 | 008-131-050 |
| 6 | 008-131-006 | 47 | 008-131-051 |
| 7 | 008-131-007 | 48 | 008-131-052 |
| 8 | 008-131-008 | 49 | 008-131-053 |
| 9 | 008-131-009 | 50 | 008-131-054 |
| 10 | 008-131-010 | 51 | 008-131-055 |
| 11 | 008-131-011 | 52 | 008-131-056 |
| 12 | 008-131-012 | 53 | 008-131-057 |
| 13 | 008-131-013 | 54 | 008-132-021 |
| 14 | 008-131-014 | 55 | 008-132-022 |
| 15 | 008-131-015 | 56 | 008-132-023 |
| 16 | 008-131-016 | 57 | 008-132-024 |
| 17 | 008-131-017 | 58 | 008-132-025 |
| 18 | 008-131-018 | 59 | 008-132-026 |
| 19 | 008-131-019 | 60 | 008-132-027 |
| 20 | 008-131-020 | 61 | 008-132-028 |
| 21 | 008-131-021 | 62 | 008-132-029 |
| 22 | 008-131-022 | 63 | 008-132-030 |
| 23 | 008-131-023 | 64 | 008-132-031 |
| 24 | 008-131-024 | 65 | 008-132-032 |
| 25 | 008-131-025 | 66 | 008-132-033 |
| 26 | 008-131-026 | 67 | 008-132-034 |
| 27 | 008-131-027 | 68 | 008-132-035 |
| 28 | 008-131-028 | 69 | 008-132-036 |
| 29 | 008-131-029 | 70 | 008-132-037 |
| 30 | 008-131-030 | 71 | 008-132-038 |
| 31 | 008-131-031 | 72 | 008-132-039 |
| 32 | 008-131-032 | 73 | 008-132-040 |
| 33 | 008-131-033 | 74 | 008-132-041 |
| 34 | 008-131-034 | 75 | 008-132-042 |
| 35 | 008-131-035 | 76 | 008-132-043 |
| 36 | 008-131-036 | 77 | 008-132-044 |
| 37 | 008-131-037 | 78 | 008-132-045 |
| 38 | 008-131-038 | 79 | 008-132-046 |
| 39 | 008-131-039 | 80 | 008-132-047 |
| 40 | 008-131-040 | 81 | 008-132-049 |
| 41 | 008-131-041 | 82 | 008-132-050 |




1 in = 150 feet

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 18 OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

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

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

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

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

WILLDAN

**EXHIBIT C**

**List of Assessor Parcel Numbers and Landowners**

| APN | Landowner |
|---|---|
| 008-131-001 | Tarlton Properties, LLC |
| 008-131-002 | Tarlton Properties, LLC |
| 008-131-003 | Tarlton Properties, LLC |
| 008-131-004 | Tarlton Properties, LLC |
| 008-131-005 | Tarlton Properties, LLC |
| 008-131-006 | Tarlton Properties, LLC |
| 008-131-007 | Tarlton Properties, LLC |
| 008-131-008 | Tarlton Properties, LLC |
| 008-131-009 | Tarlton Properties, LLC |
| 008-131-010 | Tarlton Properties, LLC |
| 008-131-011 | Tarlton Properties, LLC |
| 008-131-012 | Tarlton Properties, LLC |
| 008-131-013 | Tarlton Properties, LLC |
| 008-131-014 | Tarlton Properties, LLC |
| 008-131-015 | Tarlton Properties, LLC |
| 008-131-016 | Tarlton Properties, LLC |
| 008-131-017 | Tarlton Properties, LLC |
| 008-131-018 | Tarlton Properties, LLC |
| 008-131-019 | Tarlton Properties, LLC |
| 008-131-020 | Tarlton Properties, LLC |
| 008-131-021 | Tarlton Properties, LLC |
| 008-131-022 | Tarlton Properties, LLC |
| 008-131-023 | Tarlton Properties, LLC |
| 008-131-024 | Tarlton Properties, LLC |
| 008-131-025 | Tarlton Properties, LLC |
| 008-131-026 | Tarlton Properties, LLC |
| 008-131-027 | Tarlton Properties, LLC |
| 008-131-028 | Tarlton Properties, LLC |
| 008-131-029 | Tarlton Properties, LLC |
| 008-131-030 | Tarlton Properties, LLC |
| 008-131-031 | Tarlton Las Vegas, LLC |
| 008-131-032 | Tarlton Las Vegas, LLC |
| 008-131-033 | Tarlton Las Vegas, LLC |
| 008-131-034 | Tarlton Fresno, LLC |
| 008-131-035 | Tarlton Fresno, LLC |
| 008-131-036 | Tarlton Fresno, LLC |
| 008-131-037 | Tarlton Properties, LLC |
| 008-131-038 | Tarlton Properties, LLC |
| 008-131-039 | Tarlton Properties, LLC |
| 008-131-040 | Tarlton Properties, LLC |
| 008-131-041 | Tarlton Properties, LLC |
| 008-131-042 | Tarlton Properties, LLC |

| | |
|---|---|
| 008-131-043 | Tarlton Properties, LLC |
| 008-131-044 | Tarlton Properties, LLC |
| 008-131-045 | Tarlton Properties, LLC |
| 008-131-050 | Tarlton Fresno, LLC |
| 008-131-051 | Tarlton Fresno, LLC |
| 008-131-052 | Tarlton Fresno, LLC |
| 008-131-053 | Tarlton Fresno, LLC |
| 008-131-054 | Tarlton Fresno, LLC |
| 008-131-055 | Tarlton Fresno, LLC |
| 008-131-056 | Tarlton Fresno, LLC |
| 008-131-057 | Tarlton Fresno, LLC |
| 008-132-021 | Tarlton Properties, LLC |
| 008-132-022 | Tarlton Properties, LLC |
| 008-132-023 | Tarlton Properties, LLC |
| 008-132-024 | Tarlton Properties, LLC |
| 008-132-025 | Tarlton Properties, LLC |
| 008-132-026 | Tarlton Properties, LLC |
| 008-132-027 | Tarlton Properties, LLC |
| 008-132-028 | Tarlton Properties, LLC |
| 008-132-029 | Tarlton Properties, LLC |
| 008-132-030 | Tarlton Properties, LLC |
| 008-132-031 | Tarlton Las Vegas, LLC |
| 008-132-032 | Tarlton Las Vegas, LLC |
| 008-132-033 | Tarlton Las Vegas, LLC |
| 008-132-034 | Tarlton Las Vegas, LLC |
| 008-132-035 | Tarlton Las Vegas, LLC |
| 008-132-036 | Tarlton Las Vegas, LLC |
| 008-132-037 | Tarlton Las Vegas, LLC |
| 008-132-038 | Tarlton Las Vegas, LLC |
| 008-132-039 | Tarlton Las Vegas, LLC |
| 008-132-040 | Tarlton Fresno, LLC |
| 008-132-041 | Tarlton Fresno, LLC |
| 008-132-042 | Tarlton Fresno, LLC |
| 008-132-043 | Tarlton Fresno, LLC |
| 008-132-044 | Tarlton Fresno, LLC |
| 008-132-045 | Tarlton Fresno, LLC |
| 008-132-046 | Tarlton Fresno, LLC |
| 008-132-047 | Tarlton Fresno, LLC |
| 008-132-049 | Tarlton Properties, LLC |
| 008-132-050 | Tarlton Properties, LLC |

# ATTACHMENT 4

Sienna Estates Phase 1 & 2 Subdivision Maps

# Attachment 4(a)

56/5

## OWNER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES STATED THEREIN.

OWNER: MADERA SIENNA, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

DATED THIS 15th DAY OF APRIL, 2006.

SIGN _____ PRINT GARY L. CHASE

## NOTARY STATEMENT

STATE OF CALIFORNIA
COUNTY OF Stanislaus } SS.

ON THIS 5th DAY OF April, 2006 BEFORE ME, David J. Brasil, A NOTARY PUBLIC, PERSONALLY APPEARED Gary L. Chase

(CHECK ONE)
☒ PERSONALLY KNOWN TO ME ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGN _____ PRINT David J. Brasil

PRINCIPAL COUNTY OF BUSINESS Stanislaus

COMMISSION EXPIRES April 26, 2009

# 1573514

## THIS MAP IS AFFECTED BY

LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 45A, APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA BY RESOLUTION NO. 06-136 ON MAY 3, 2006.

## PLANNING COMMISSION CERTIFICATE

I, DAVID J. MERCHEN, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MADERA, STATE OF CALIFORNIA, HEREBY CERTIFY THAT SAID PLANNING COMMISSION CONDITIONALLY APPROVED THE TENTATIVE MAP ON THE 8th DAY OF November, 2005.

DATED THIS 18TH DAY OF April, 2006.

DAVID J. MERCHEN
SECRETARY, MADERA CITY PLANNING COMMISSION

## SOILS REPORT CERTIFICATE

A SOILS REPORT PREPARED FOR THIS TRACT BY CENTRAL VALLEY TESTING, INC., SIGNED BY DALE H. WINN, R.C.E. 23273, DATED SEPTEMBER 26, 2005 AS REPORT NO. 05-3216 HAS BEEN PLACED ON FILE WITH THE CITY OF MADERA.

*SUBDIVISION NO. 05-S-19*

# *SIENNA ESTATES PHASE 1*

*BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA*

JOB NO. 05013 APRIL, 2006

*CONSISTING OF 4 SHEETS PREPARED BY:*


**GDR ENGINEERING, Inc.**
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370
E-MAIL: gdrengr@gdrengr.com


## LEGAL DESCRIPTION

A PORTION OF LOTS 9 AND 10 OF THE MAP OF LANKERSHIM COLONY AND ADDITION TO THE TOWN OF MADERA, FILED IN VOLUME 4 OF MAPS, AT PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 17, SOUTH 89°59'20" EAST, A DISTANCE OF 479.65 FEET; THENCE NORTH 00°01'54" EAST, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF AVENUE 15 ½ AND THE **POINT OF BEGINNING;** THENCE CONTINUING NORTH 00°01'54" EAST, A DISTANCE OF 1055.89 FEET TO THE SOUTHERLY LINE OF YOSEMITE AVENUE (STATE HIGHWAY 145); THENCE ALONG SAID SOUTHERLY LINE, NORTH 54°45'25" EAST, A DISTANCE OF 1016.83 FEET TO THE EAST LINE OF SAID LOT 10; THENCE ALONG SAID EAST LINE, SOUTH 00°32'21" EAST, A DISTANCE OF 1642.89 FEET TO THE SAID NORTH LINE OF AVENUE 15 ½ ; THENCE ALONG SAID NORTH LINE, NORTH 89°59'20" WEST, A DISTANCE OF 846.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.02 ACRES, MORE OR LESS.

## THIS PROPERTY IS SUBJECT TO:

1. THE TERMS AND PROVISIONS CONTAINED IN A COVENANT AND AGREEMENT:

| | |
|---|---|
| EXECUTED BY: | RANDOLPH F. BERRY |
| IN FAVOR OF: | COUNTY OF MADERA |
| RECORDED: | FEBRUARY 22, 1979 |
| INSTRUMENT NO: | 4198 |

WHICH, AMONG OTHER THINGS, PROVIDES FOR:

IN THE EVENT THAT SAID UNDERGROUND PIPELINE IS NOT INSTALLED AND COMPLETED ON OR BEFORE JUNE 6, 1979, THIS EASEMENT WILL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT, AND ANY AND ALL RIGHTS THEREUNDER WILL REVERT TO THE THEN OWNERS OF THE SERVIENT ESTATES. UPON INSTALLATION OF SAID PIPELINE, AND THE COMPLETION THEREOF, THE OWNERS OF THE DOMINANT ESTATES WILL LEAVE THE GROUND SURFACE IN AT LEAST AS GOOD A CONDITION AS IT WAS PRIOR TO SAID INSTALLATION.

2. ANY EASEMENT OR LESSER RIGHTS, WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING, AS DISCLOSED BY INSPECTION OF SAID LAND.

| | |
|---|---|
| FOR: | POLES AND POWER LINES |
| AFFECTS: | THE WESTERLY PORTION OF SAID LAND |

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MADERA SIENNA, LLC, ON APRIL 7, 2005. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 30, 2007, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 5th DAY OF APRIL, 2006.

MAX M. GARCIA L.S. 5122
EXPIRES 06-30-07

LICENSED LAND SURVEYOR ☆ MAX M. GARCIA No. 5122 EXP. 6/30/07 ☆ STATE OF CALIFORNIA

## CITY ENGINEER'S STATEMENT

I, RAYMOND G. SALAZAR, CITY ENGINEER OF THE CITY OF MADERA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

DATED THIS 10TH DAY OF May, 2006.

RAYMOND G. SALAZAR R.C.E. 26626
MADERA CITY ENGINEER EXPIRES 03-31-08

REGISTERED PROFESSIONAL ENGINEER RAYMOND G. SALAZAR Exp. 3-31-08 STATE OF CALIFORNIA

## CITY CLERK'S CERTIFICATE

I, SONIA ALVAREZ, CITY CLERK OF THE CITY OF MADERA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BY A RESOLUTION NO. 06-117 ADOPTED AT THE MEETING OF SAID COUNCIL DULY CONVEYED AND HELD ON THE 19th DAY OF April, 2006, DID APPROVE THE WITHIN MAP (AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO CONSTRUCTION, ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION).

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL OF SAID CITY

DATED THIS 26th DAY OF April, 2006.

SONIA ALVAREZ
CITY CLERK OF THE CITY OF MADERA

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

## RECORDER'S CERTIFICATE

DOCUMENT NO. 200602264

FILED THIS 11TH DAY OF MAY, 2006, AT 26 MINUTES PAST 9 O'CLOCK A.M.

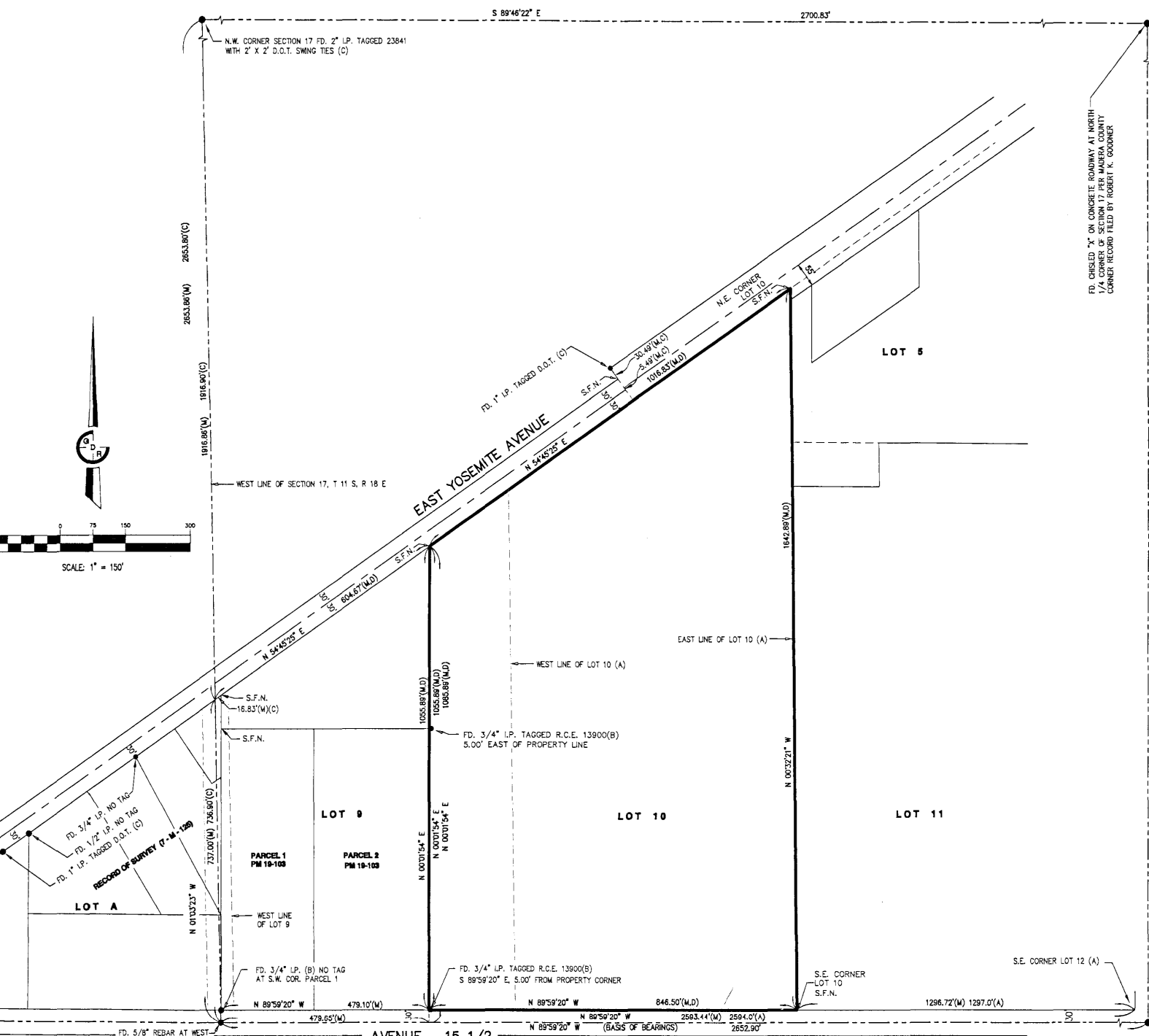
IN BOOK 56 OF MAPS AT PAGES 5 THROUGH 8, MADERA COUNTY RECORDS,

AT THE REQUEST OF MADERA SIENNA, LLC.

FEE: $ 14.00

REBECCA MARTINEZ
MADERA COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER




**GDR ENGINEERING, Inc.**
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370
E-MAIL: gdrengr@gdrengr.com

*SUBDIVISION NO. 05-S-19*

# *SIENNA ESTATES PHASE 1*

*BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA*

JOB NO. 05013 APRIL, 2006

## GENERAL NOTES

1. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION IS FROM MADERA COUNTY RECORDS, UNLESS OTHERWISE NOTED.
4. ALL INTERIOR LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, UNLESS OTHERWISE NOTED.
5. SUBDIVISION CONTAINS 104 RESIDENTIAL LOTS, OUTLOT "A", AND A REMAINDER ON 26.02 GROSS ACRES.

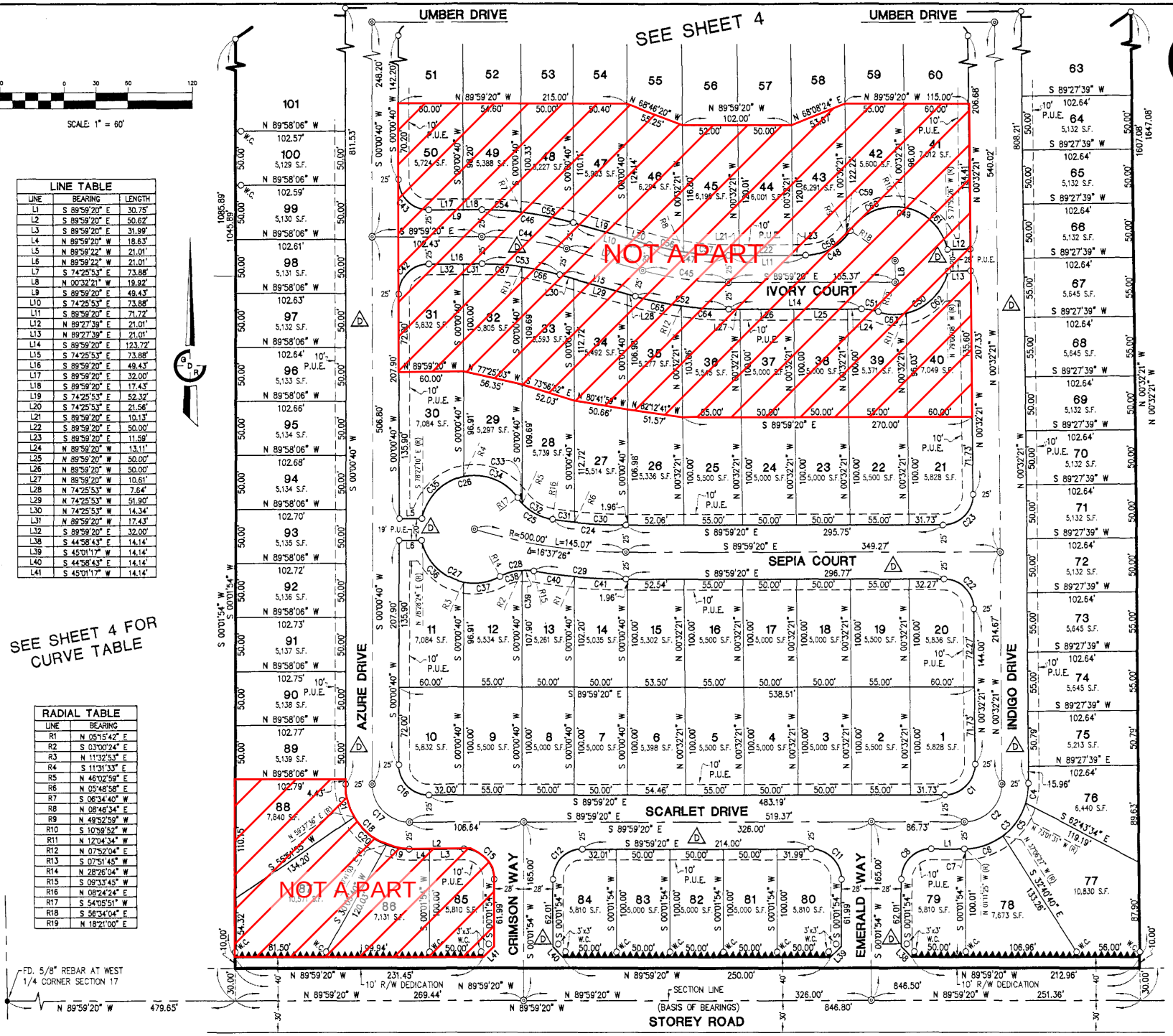
## LEGEND

- MONUMENT FOUND AS NOTED.
- MONUMENT SET, 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122.
- W.C. WITNESS CORNER, MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, SET ON LOT LINE 3.00' FROM LOT CORNER, UNLESS OTHERWISE NOTED.
- MONUMENT SET, 1/2" x 20" REBAR AND BRONZE SURVEY MONUMENT, STAMPED L.S. 5122, SET IN CONCRETE.
- LIMITS OF SUBDIVISION

| | |
|---|---|
| M.C.R. | MADERA COUNTY RECORDS |
| P.U.E. | PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION |
| S.D.E. | STORM DRAIN EASEMENT NOW OFFERED FOR DEDICATION |
| S.F.N. | SEARCHED, FOUND NOTHING |
| W.C. | WITNESS CORNER |
| (M) | MEASURED ON THIS SURVEY |
| (A) | VOLUME 4 OF MAPS, PAGE 31 (LANKERSHIM COLONY) F.C.R. |
| (B) | BOOK 19 OF PARCEL MAPS, PAGE 103 (PARCEL MAP NO. 791) M.C.R. |
| (C) | STATE HIGHWAY MONUMENTATION MAP, DISTRICT 6, ROUTE 145, DATED AUGUST, 1998. ON FILE WITH CALTRANS. |
| (D) | GRANT DEED, DOC # 2006010936 (M.C.R.) |
| (R) | RADIAL BEARING |
| (D) | NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES |
| | RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION |

## BASIS OF BEARINGS

THE BEARING OF NORTH 89°59'20" WEST FOR THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN PER PARCEL MAP NO. 791 RECORDED IN BOOK 19 OF MAPS, PAGE 103, MADERA COUNTY RECORDS.




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S 89°59'20" E | 30.75' |
| L2 | S 89°59'20" E | 50.62' |
| L3 | S 89°59'20" E | 31.99' |
| L4 | N 89°59'20" W | 18.63' |
| L5 | N 89°59'22" W | 21.01' |
| L6 | N 89°59'22" W | 21.01' |
| L7 | S 74°25'53" E | 73.88' |
| L8 | N 00°32'21" W | 19.92' |
| L9 | S 89°59'20" E | 49.43' |
| L10 | S 74°25'53" E | 73.88' |
| L11 | S 89°59'20" E | 71.72' |
| L12 | N 89°27'39" E | 21.01' |
| L13 | N 89°27'39" E | 21.01' |
| L14 | S 89°59'20" E | 123.72' |
| L15 | S 74°25'53" E | 73.88' |
| L16 | S 89°59'20" E | 49.43' |
| L17 | S 89°59'20" E | 32.00' |
| L18 | S 89°59'20" E | 17.43' |
| L19 | S 74°25'53" E | 52.32' |
| L20 | S 74°25'53" E | 21.56' |
| L21 | S 89°59'20" E | 10.13' |
| L22 | S 89°59'20" E | 50.00' |
| L23 | S 89°59'20" E | 11.59' |
| L24 | N 89°59'20" W | 13.11' |
| L25 | N 89°59'20" W | 50.00' |
| L26 | N 89°59'20" W | 50.00' |
| L27 | N 89°59'20" W | 10.61' |
| L28 | N 74°25'53" W | 7.64' |
| L29 | N 74°25'53" W | 51.90' |
| L30 | N 74°25'53" W | 14.34' |
| L31 | N 89°59'20" W | 17.43' |
| L32 | S 89°59'20" E | 32.00' |
| L38 | S 44°58'43" E | 14.14' |
| L39 | S 45°01'17" W | 14.14' |
| L40 | S 44°58'43" E | 14.14' |
| L41 | S 45°01'17" W | 14.14' |

SEE SHEET 4 FOR CURVE TABLE

| RADIAL TABLE | |
|---|---|
| LINE | BEARING |
| R1 | N 05°15'42" E |
| R2 | S 03°00'24" E |
| R3 | N 11°32'53" E |
| R4 | S 11°31'33" E |
| R5 | N 46°02'59" E |
| R6 | N 05°48'58" E |
| R7 | S 06°34'40" W |
| R8 | N 08°46'34" E |
| R9 | N 49°52'59" W |
| R10 | S 10°59'52" W |
| R11 | N 12°04'34" W |
| R12 | N 07°52'04" E |
| R13 | S 07°51'45" W |
| R14 | N 28°26'04" W |
| R15 | S 09°33'43" W |
| R16 | N 08°24'24" E |
| R17 | S 54°05'51" W |
| R18 | S 56°34'04" E |
| R19 | N 18°21'00" E |

FD. 5/8" REBAR AT WEST 1/4 CORNER SECTION 17

GDR ENGINEERING, Inc.
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SUBDIVISION NO. 05-S-19

# SIENNA ESTATES PHASE 1

*BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA*

JOB NO. 05013 APRIL, 2006

## GENERAL NOTES

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5. SUBDIVISION CONTAINS 104 RESIDENTIAL LOTS, OUTLOT "A", AND A REMAINDER ON 26.02 GROSS ACRES.

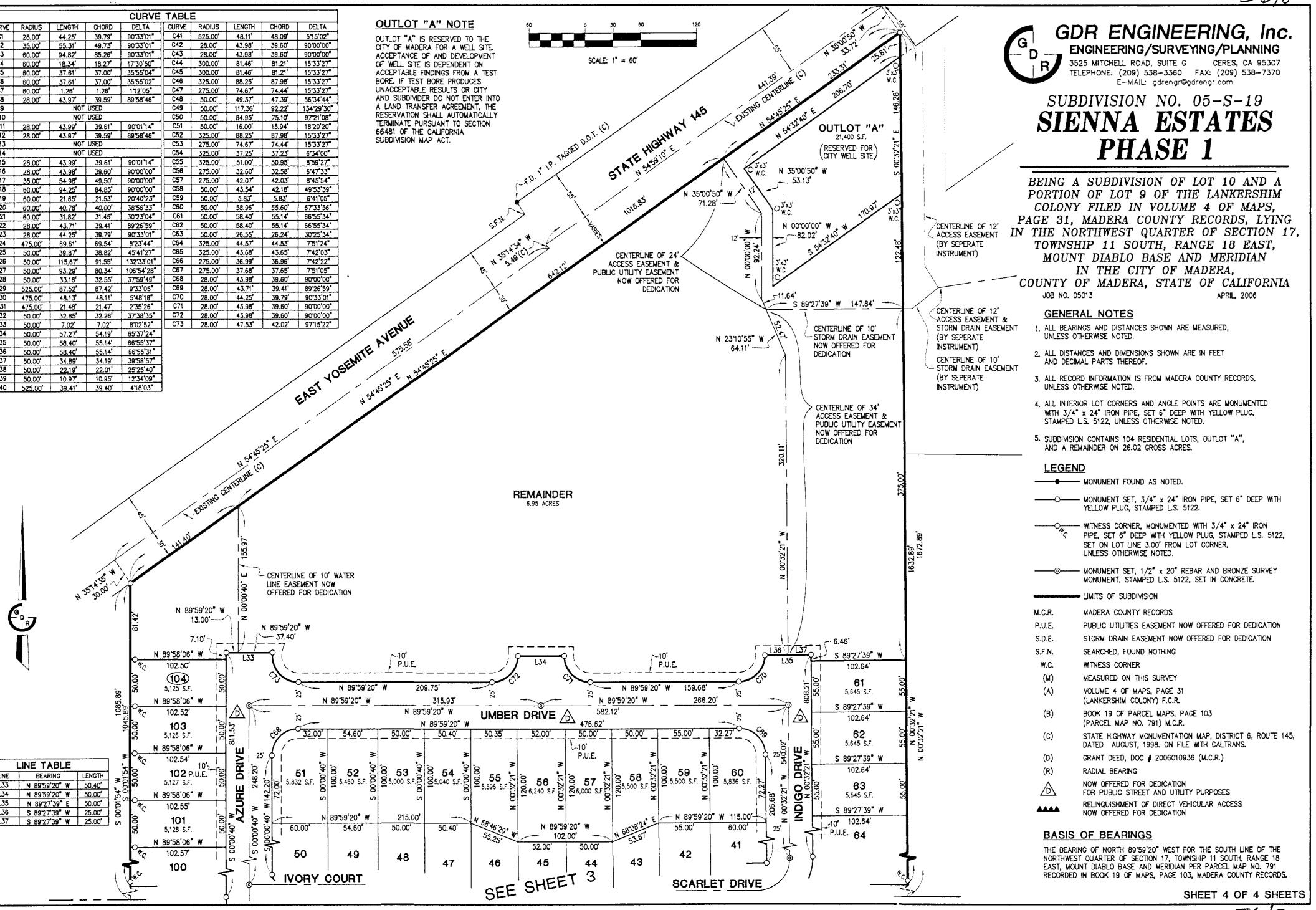
## LEGEND

- MONUMENT FOUND AS NOTED.
- MONUMENT SET, 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122.
- W.C. WITNESS CORNER, MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, SET ON LOT LINE 3.00' FROM LOT CORNER, UNLESS OTHERWISE NOTED.
- MONUMENT SET, 1/2" x 20" REBAR AND BRONZE SURVEY MONUMENT, STAMPED L.S. 5122, SET IN CONCRETE.
- LIMITS OF SUBDIVISION

| | |
|---|---|
| M.C.R. | MADERA COUNTY RECORDS |
| P.U.E. | PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION |
| S.D.E. | STORM DRAIN EASEMENT NOW OFFERED FOR DEDICATION |
| S.F.N. | SEARCHED, FOUND NOTHING |
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| (A) | VOLUME 4 OF MAPS, PAGE 31 (LANKERSHIM COLONY) F.C.R. |
| (B) | BOOK 19 OF PARCEL MAPS, PAGE 103 (PARCEL MAP NO. 791) M.C.R. |
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| (D) | GRANT DEED, DOC # 2006010936 (M.C.R.) |
| (R) | RADIAL BEARING |
| D | NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES |
| | RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION |

## BASIS OF BEARINGS

THE BEARING OF NORTH 89°59'20" WEST FOR THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN PER PARCEL MAP NO. 791 RECORDED IN BOOK 19 OF MAPS, PAGE 103, MADERA COUNTY RECORDS.




| CURVE TABLE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| RVE | RADIUS | LENGTH | CHORD | DELTA | CURVE | RADIUS | LENGTH | CHORD | DELTA |
| 1 | 28.00' | 44.25' | 39.79' | 90°33'01" | C41 | 525.00' | 48.11' | 48.09' | 5°15'02" |
| 2 | 35.00' | 55.31' | 49.73' | 90°33'01" | C42 | 28.00' | 43.98' | 39.60' | 90°00'00" |
| 3 | 60.00' | 94.82' | 85.26' | 90°33'01" | C43 | 28.00' | 43.98' | 39.60' | 90°00'00" |
| 4 | 60.00' | 18.34' | 18.27' | 17°30'50" | C44 | 300.00' | 81.46' | 81.21' | 15°33'27" |
| 5 | 60.00' | 37.61' | 37.00' | 35°55'04" | C45 | 300.00' | 81.46' | 81.21' | 15°33'27" |
| 6 | 60.00' | 37.61' | 37.00' | 35°55'02" | C46 | 325.00' | 88.25' | 87.98' | 15°33'27" |
| 7 | 60.00' | 1.26' | 1.26' | 1°12'05" | C47 | 275.00' | 74.67' | 74.44' | 15°33'27" |
| 8 | 28.00' | 43.97' | 39.59' | 89°58'46" | C48 | 50.00' | 48.37' | 47.39' | 56°34'44" |
| 9 | NOT USED | | | | C49 | 50.00' | 117.36' | 92.22' | 134°29'30" |
| 10 | NOT USED | | | | C50 | 50.00' | 84.95' | 75.10' | 97°21'08" |
| 11 | 28.00' | 43.99' | 39.61' | 90°01'14" | C51 | 50.00' | 16.00' | 15.94' | 18°20'20" |
| 12 | 28.00' | 43.97' | 39.59' | 89°58'46" | C52 | 325.00' | 88.25' | 87.98' | 15°33'27" |
| 13 | NOT USED | | | | C53 | 275.00' | 74.67' | 74.44' | 15°33'27" |
| 14 | NOT USED | | | | C54 | 325.00' | 37.25' | 37.23' | 6°34'00" |
| 15 | 28.00' | 43.99' | 39.61' | 90°01'14" | C55 | 325.00' | 51.00' | 50.95' | 8°59'27" |
| 16 | 28.00' | 43.98' | 39.60' | 90°00'00" | C56 | 275.00' | 32.60' | 32.58' | 6°47'33" |
| 17 | 35.00' | 54.98' | 49.50' | 90°00'00" | C57 | 275.00' | 42.07' | 42.03' | 8°45'54" |
| 18 | 60.00' | 94.25' | 84.85' | 90°00'00" | C58 | 50.00' | 43.54' | 42.18' | 49°53'39" |
| 19 | 60.00' | 21.65' | 21.53' | 20°40'23" | C59 | 50.00' | 5.83' | 5.83' | 6°41'05" |
| 20 | 60.00' | 40.78' | 40.00' | 38°56'33" | C60 | 50.00' | 58.96' | 55.60' | 67°33'56" |
| 21 | 60.00' | 31.82' | 31.45' | 30°23'04" | C61 | 50.00' | 58.40' | 55.14' | 66°55'34" |
| 22 | 28.00' | 43.71' | 39.41' | 89°26'59" | C62 | 50.00' | 58.40' | 55.14' | 66°55'34" |
| 23 | 28.00' | 44.25' | 39.79' | 90°33'01" | C63 | 50.00' | 26.55' | 26.24' | 30°25'34" |
| 24 | 475.00' | 69.61' | 69.54' | 8°23'44" | C64 | 325.00' | 44.57' | 44.53' | 7°51'24" |
| 25 | 50.00' | 39.87' | 38.82' | 45°41'27" | C65 | 325.00' | 43.68' | 43.65' | 7°42'03" |
| 26 | 50.00' | 115.67' | 91.55' | 132°33'01" | C66 | 275.00' | 36.99' | 36.96' | 7°42'22" |
| 27 | 50.00' | 93.29' | 80.34' | 106°54'28" | C67 | 275.00' | 37.68' | 37.65' | 7°51'05" |
| 28 | 50.00' | 33.16' | 32.55' | 37°59'49" | C68 | 28.00' | 43.98' | 39.60' | 90°00'00" |
| 29 | 525.00' | 87.52' | 87.42' | 9°33'05" | C69 | 28.00' | 43.71' | 39.41' | 89°26'59" |
| 30 | 475.00' | 48.13' | 48.11' | 5°48'18" | C70 | 28.00' | 44.25' | 39.79' | 90°33'01" |
| 31 | 475.00' | 21.48' | 21.47' | 2°35'26" | C71 | 28.00' | 43.98' | 39.60' | 90°00'00" |
| 32 | 50.00' | 32.85' | 32.26' | 37°38'35" | C72 | 28.00' | 43.98' | 39.60' | 90°00'00" |
| 33 | 50.00' | 7.02' | 7.02' | 8°02'52" | C73 | 28.00' | 47.53' | 42.02' | 97°15'22" |
| 34 | 50.00' | 57.27' | 54.19' | 65°37'24" | | | | | |
| 35 | 50.00' | 58.40' | 55.14' | 66°55'37" | | | | | |
| 36 | 50.00' | 58.40' | 55.14' | 66°55'31" | | | | | |
| 37 | 50.00' | 34.89' | 34.19' | 39°58'57" | | | | | |
| 38 | 50.00' | 22.19' | 22.01' | 25°25'40" | | | | | |
| 39 | 50.00' | 10.97' | 10.95' | 12°34'09" | | | | | |
| 40 | 525.00' | 39.41' | 39.40' | 4°18'03" | | | | | |

| LINE TABLE | | |
|---|---|---|
| INE | BEARING | LENGTH |
| L33 | N 89°59'20" W | 50.40' |
| L34 | N 89°59'20" W | 50.00' |
| L35 | N 89°27'39" E | 50.00' |
| L36 | S 89°27'39" W | 25.00' |
| L37 | S 89°27'39" W | 25.00' |

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SUBDIVISION NO. 05-S-19

# SIENNA ESTATES PHASE 1

*BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA*

JOB NO. 05013 APRIL, 2006

## GENERAL NOTES

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2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
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4. ALL INTERIOR LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, UNLESS OTHERWISE NOTED.
5. SUBDIVISION CONTAINS 104 RESIDENTIAL LOTS, OUTLOT "A", AND A REMAINDER ON 26.02 GROSS ACRES.

## LEGEND

- MONUMENT FOUND AS NOTED.
- MONUMENT SET, 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122.
- W.C. WITNESS CORNER, MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, SET ON LOT LINE 3.00' FROM LOT CORNER, UNLESS OTHERWISE NOTED.
- MONUMENT SET, 1/2" x 20" REBAR AND BRONZE SURVEY MONUMENT, STAMPED L.S. 5122, SET IN CONCRETE.
- LIMITS OF SUBDIVISION

| | |
|---|---|
| M.C.R. | MADERA COUNTY RECORDS |
| P.U.E. | PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION |
| S.D.E. | STORM DRAIN EASEMENT NOW OFFERED FOR DEDICATION |
| S.F.N. | SEARCHED, FOUND NOTHING |
| W.C. | WITNESS CORNER |
| (M) | MEASURED ON THIS SURVEY |
| (A) | VOLUME 4 OF MAPS, PAGE 31 (LANKERSHIM COLONY) F.C.R. |
| (B) | BOOK 19 OF PARCEL MAPS, PAGE 103 (PARCEL MAP NO. 791) M.C.R. |
| (C) | STATE HIGHWAY MONUMENTATION MAP, DISTRICT 6, ROUTE 145, DATED AUGUST, 1998. ON FILE WITH CALTRANS. |
| (D) | GRANT DEED, DOC # 2006010936 (M.C.R.) |
| (R) | RADIAL BEARING |
| D | NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES |
| | RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION |

## BASIS OF BEARINGS

THE BEARING OF NORTH 89°59'20" WEST FOR THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN PER PARCEL MAP NO. 791 RECORDED IN BOOK 19 OF MAPS, PAGE 103, MADERA COUNTY RECORDS.

# FINAL MAP OF TRACT 22-S-01

## SIENNA ESTATES PHASE 2

A PLANNED DEVELOPMENT
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED AND PLATTED IN SEPTEMBER 2021, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS
SHEET ONE OF THREE SHEETS

## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

COUNTY OF _____

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

## SOILS CERTIFICATE

A SOILS REPORT WAS PREPARED FOR THIS MAP BY SEE'S CONSULTING AND TESTING INC. AND SIGNED BY DAVID L. SHAW, RCE C88890 AND DATED DECEMBER 12, 2022, SAID REPORT HAS BEEN PLACED ON FILE WITH THE CITY OF MADERA.

## RECORD TITLE INTEREST STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE RIGHT-OF-WAY FOR ROAD PURPOSES AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

TARLTON PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,

BY: _____ _____
THOMAS O. TARLTON, MANAGER DATE

## ABANDONMENTS

THE FOLLOWING EASEMENT(S) ARE ABANDONED WITH THE RECORDING OF THIS MAP PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT:

1. THE 10' WATER LINE EASEMENT LOCATED IN THE AZURE DRIVE ALIGNMENT AS SHOWN ON THE MAP OF THE SUBDIVISION NO. 05-S-19, SIENNA ESTATES PHASE 1, ACCORDING TO THE MAP THEREOF IN BOOK 56 OF MAPS AT PAGES 5 THOUGH 8, MADERA COUNTY RECORDS.

2. THE 34' WIDE AND THE 24' WIDE ACCESS EASEMENT AND PUBLIC UTILITY EASEMENT LOCATED IN THE INDIGO DRIVE ALIGNMENT AS SHOWN ON THE MAP OF SUBDIVISION NO. 05-S-19, SIENNA ESTATES PHASE 1, ACCORDING TO THE MAP THEREOF IN BOOK 56 OF MAPS AT PAGES 5 THOUGH 8, MADERA COUNTY RECORDS.

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF MADERA, CITY OF MADERA AND DESCRIBED AS FOLLOWS:

OUTLOT A AND THE REMAINDER OF TRACT NO. 05-S-19, SIENNA ESTATES, PHASE 1, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF, RECORDED MAY 11, 2006 IN BOOK 56 PAGES 5 THROUGH 8 OF MAPS, INCLUSIVE, MADERA COUNTY RECORDS.

## THIS PROPERTY IS SUBJECT TO THE FOLLOWING

1. EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS NOW EXISTING OR HEREAFTER DISCOVERED ON SAID PREMISES AS RESERVED IN DEED FROM PACIFIC COAST JOINT STOCK LAND BANK OF SAN FRANCISCO, A CORPORATION, TO EINER ANDERSON, ET UX, DATED APRIL 30, 1937, AND RECORDED JUNE 22, 1937, IN VOLUME 213 PAGE 48 OF OFFICIAL RECORDS, MADERA COUNTY RECORDS.

2. MATTERS CONTAINED IN DOCUMENT ENTITLED "EASEMENT DEED" EXECUTED BY AND BETWEEN RANDOLPH F. BERRY AND SHERYL E. BERRY AND RUSS WRIGHT AND RON WRIGHT RECORDED JUNE 3, 1977 AS INSTRUMENT NO. 14110 OF OFFICIAL RECORDS, AND RERECORDED FEBRUARY 22, 1979 AS DOC. NO. 4198, O.R.

3. PUBLIC UTILITY EASEMENT AS SHOWN ON THE SUBDIVISION MAP NO. 05-S-19 FILED MAY 11, 2006 IN BOOK 56, PAGE 5 THROUGH 8 OF MAPS, M.C.R.

4. COMMUNITY FACILITIES DISTRICT (CFD) 2005-01, RECORDED AS DOCUMENT NO. _____, ON _____.

5. COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE ____, RECORDED AS DOCUMENT NO. _____, ON _____.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TARLTON PROPERTIES, ON SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

PROFESSIONAL LAND SURVEYOR
RUBEN APARICIO III
PLS 8026
STATE OF CALIFORNIA

_____ _____
RUBEN APARICIO III, P.L.S. 8026 DATE

## CITY ENGINEER'S CERTIFICATE

I, KEITH B. HELMUTH, CITY ENGINEER OF THE CITY OF MADERA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

BY: _____ _____
KEITH B. HELMUTH, CITY ENGINEER, R.C.E. 50192 DATE

## CITY SURVEYOR'S CERTIFICATE

I, GARY D. HORN, CITY SURVEYOR OF THE CITY OF MADERA, HEREBY STATE THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

BY: _____ _____
GARY D. HORN, CITY SURVEYOR, R.C.E. 30501 DATE

## DEVELOPMENT REVIEW COMMITTEE CERTIFICATE

I, WILL TACKETT, SECRETARY OF THE DEVELOPMENT REVIEW COMMITTEE OF THE CITY OF MADERA, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE PLANNING COMMISSION CONDITIONALLY APPROVED THE TENTATIVE MAP ON THE _____ DAY OF _____, 20___.

BY: _____ _____
WILL TACKETT, SECRETARY, DATE
CITY OF MADERA DEVELOPMENT REVIEW COMMITTEE

## CITY CLERK'S CERTIFICATE

I, ALICIA GONZALES, CITY CLERK OF THE CITY OF MADERA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BY RESOLUTION NO. _____ADOPTED AT THE MEETING OF SAID COUNCIL DULY CONVENED AND HELD ON THE _____ DAY OF _____, 20___, DID APPROVE THE WITHIN MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO CONSTRUCTION, ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION, AND APPROVED THE ABANDONMENT OF THE EASEMENTS NOTED ON THIS MAP AS ABANDONED BY THE FILING OF THE MAP. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF SAID CITY THIS _____ DAY OF _____, 20___.

BY: _____ _____
ALICIA GONZALES, MADERA CITY CLERK DATE

## RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE $ _____

FILED THIS _____ DAY OF _____, 20___.

AT _____.M. IN VOLUME _____ OF MAPS, AT PAGES ___, _____

AND _____, M.C.R., AT THE REQUEST OF _____,

MADERA COUNTY RECORDS

REBECCA MARTINEZ, RECORDER

BY: _____
DEPUTY

LANDDESIGN
CONSULTING
"Building a World!"
6702 N. CEDAR AVE. STE. 201
FRESNO, CA 93710
TEL (559) 538-3402

DRAWING: S:\2021\LDC21020\Survey\Record Data\Maps\21020_FM.dwg:1 - LDC-Civil.ctb
PLOT BY: jluis Aug 16, 2024 - 12:04am

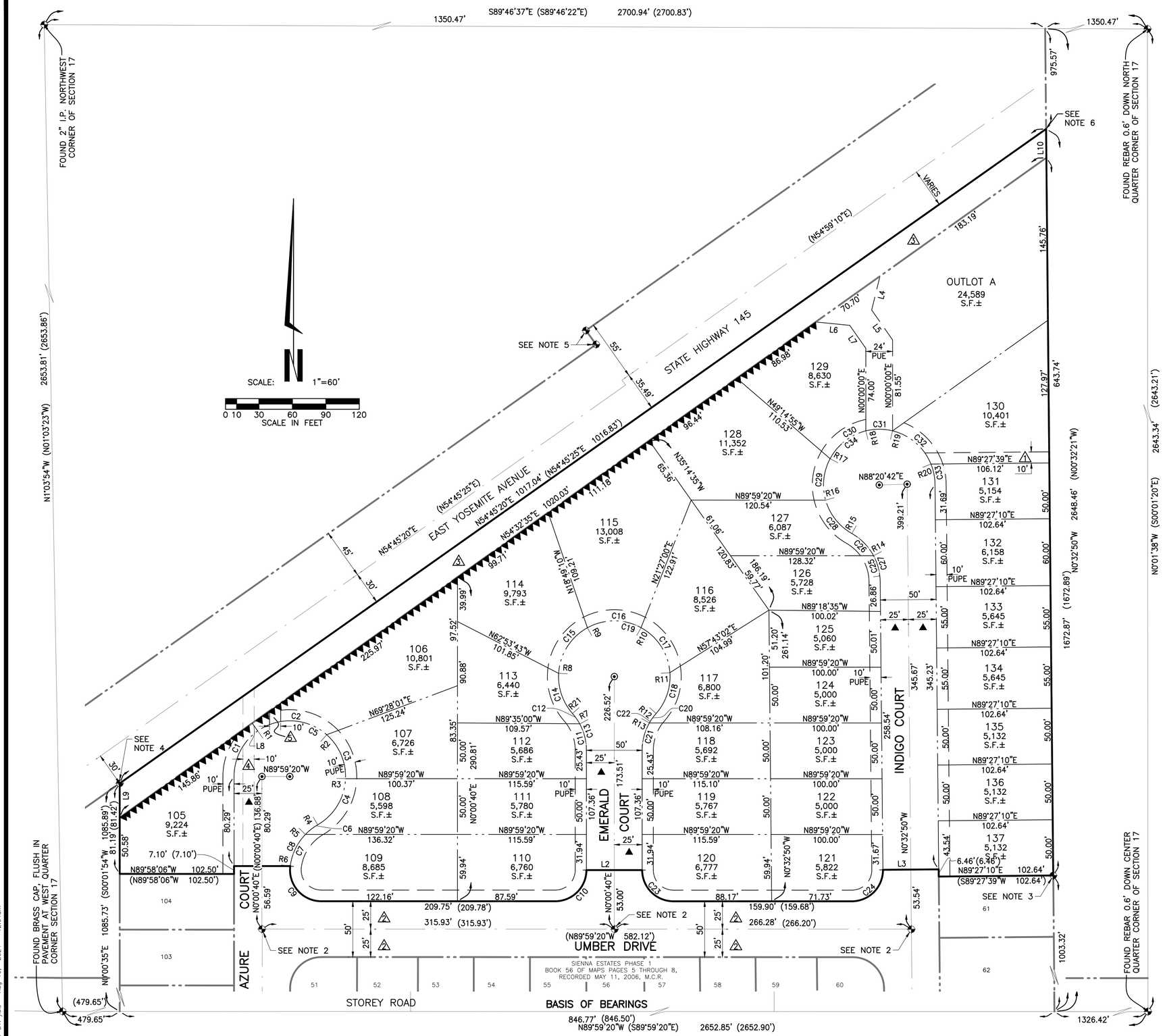
Attachment 4(f)

# FINAL MAP OF TRACT 22-S-01

## SIENNA ESTATES PHASE 2

A PLANNED DEVELOPMENT
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED AND PLATTED IN SEPTEMBER 2021, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS
SHEET TWO OF THREE SHEETS




### BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN TO BE N89°59'20"W AS PER GNSS OBSERVATION.

### NOTES

1. SET 3/4" IRON PIPE, 6" DOWN, TAGGED LS 8026 AT ALL LOT CORNERS AND ANGLE POINTS.
2. FOUND BRASS CAP, TAGGED LS 5122, FLUSH IN CONCRETE AS PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
3. FOUND 3/4" IRON PIPE, TAGGED LS 5122, 0.2' DOWN AS PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
4. FOUND 1/2" REBAR, NO TAGGED, 0.3' DOWN AS PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
5. FOUND 1" IRON PIPE, TAGGED CALIF. DOT, 0.4' DOWN AS PER STATE HIGHWAY MONUMENTATION MAP, COUNTY OF MADERA, ROUTE 145, POST MILE 11.51, SHEET 3 OF 3
6. SEARCHED FOR NOT FOUND. POSITION ESTABLISHED WITH INTERSECTION OF THE EAST LINE OF LOT 10 OF LANKERSHIM COLONY MAP VOL. 4 OF MAPS, PG. 31, FRESNO COUNTY RECORDS, AND THE EXISTING SOUTH STATE RIGHT-OF-WAY PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
7. OUTLOT 'A' IS RESERVED FOR CITY OF MADERA WELL LOT

### LEGEND

| | |
|---|---|
| ◆ | MONUMENT FOUND AND ACCEPTED AS NOTED. |
| ⊙ | SET 2 " BRASS CAP FLUSH IN CONCRETE, STAMPED LS 8026 PER CITY STANDARD E-1. |
| 1 | PREVIOUSLY DEDICATED FOR STORM DRAIN PURPOSES PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, MADERA COUNTY RECORDS. |
| 2 | PREVIOUSLY DEDICATED FOR PUBLIC STREET AND UTILITY PURPOSES PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, MADERA COUNTY RECORDS. |
| 3 | IRREVOCABLE OFFER OF DEDICATION FOR STATE HIGHWAY PURPOSES PER INSTRUMENT 85953, DOCUMENT NO. 2006018483, RECORDED APRIL 25, 2006, MADERA COUNTY RECORDS. |
| 4 | PREVIOUSLY DEDICATED FOR WATER LINE PURPOSES PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, MADERA COUNTY RECORDS. |
| ( ) | RECORD DATA PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, M.C.R. |
| ▲▲▲ | RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION |
| M.C.R. | MADERA COUNTY RECORDS. |
| ——— | HEAVY SHADED BORDER INDICATES THE LIMITS OF THIS SUBDIVISION. |

### THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

| | |
|---|---|
| ▲ | AREA NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC STREET PURPOSES. |
| PUE | PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC USE AND ALL MUNICIPAL PURPOSES. INCLUDING SIDEWALK. |
| PUPE | PUBLIC UTILITY AND PEDESTRIAN EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC USE AND ALL MUNICIPAL PURPOSES. INCLUDING SIDEWALK. |
| 5 | NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR STORM DRAIN PURPOSES. |


LANDDESIGN CONSULTING
"Building a World!"
6702 N. CEDAR AVE. STE. 201
FRESNO, CA 93710
TEL (559) 538-3402



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PLOT BY: jlus Aug 16, 2024 - 12:04pm

# FINAL MAP OF
# TRACT 22-S-01

## SIENNA ESTATES PHASE 2

A PLANNED DEVELOPMENT
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED AND PLATTED IN SEPTEMBER 2021, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS
SHEET THREE OF THREE SHEETS

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT |
| C1 | 47.88' | 50.00' | 54°51'47" | 25.95' |
| C2 | 66.78' | 50.00' | 76°31'19" | 39.43' |
| C3 | 44.31' | 50.00' | 50°46'46" | 23.73' |
| C4 | 50.47' | 50.00' | 57°50'13" | 27.62' |
| C5 | 209.44' | 50.00' | 240°00'01" | 86.60' |
| C6 | 13.99' | 50.00' | 16°01'42" | 7.04' |
| C7 | 32.04' | 50.00' | 36°42'57" | 16.59' |
| C8 | 46.03' | 50.00' | 52°44'39" | 24.79' |
| C9<br>(C9) | 47.53'<br>47.53' | 28.00'<br>28.00' | 97°15'22"<br>97°15'22" | 31.79'<br>– |
| C10<br>(C10) | 43.98'<br>43.98' | 28.00'<br>28.00' | 90°00'00"<br>90°00'00" | 28.00'<br>– |
| C11 | 24.80' | 50.00' | 28°25'19" | 12.66' |
| C12 | 11.33' | 50.00' | 12°59'16" | 5.69' |
| C13 | 36.14' | 50.00' | 41°24'35" | 18.90' |
| C14 | 39.06' | 50.00' | 44°45'30" | 20.59' |
| C15 | 50.43' | 50.00' | 57°47'09" | 27.59' |
| C16 | 50.18' | 50.00' | 57°29'50" | 27.43' |
| C17 | 50.02' | 50.00' | 57°19'16" | 27.33' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT |
| C18 | 39.67' | 50.00' | 45°27'24" | 20.94' |
| C19 | 229.36' | 50.00' | 262°49'09" | 56.69' |
| C20 | 10.45' | 50.00' | 11°58'19" | 5.24' |
| C21 | 25.69' | 50.00' | 29°26'16" | 13.13' |
| C22 | 36.14' | 50.00' | 41°24'35" | 18.90' |
| C23<br>(C23) | 43.98'<br>43.98' | 28.00'<br>28.00' | 90°00'00"<br>90°00'00" | 28.00'<br>– |
| C24<br>(C24) | 44.26'<br>44.25' | 28.00'<br>28.00' | 90°33'30"<br>90°33'01" | 28.27'<br>– |
| C25 | 24.12' | 50.00' | 27°38'10" | 12.30' |
| C26 | 28.24' | 50.00' | 32°21'50" | 14.51' |
| C27 | 52.36' | 50.00' | 60°00'00" | 28.87' |
| C28 | 39.07' | 50.00' | 44°46'32" | 20.60' |
| C29 | 38.34' | 50.00' | 43°56'08" | 20.17' |
| C30 | 41.80' | 50.00' | 47°53'58" | 22.21' |
| C31 | 24.24' | 50.00' | 27°46'23" | 12.36' |
| C32 | 47.23' | 50.00' | 54°07'00" | 25.54' |
| C33 | 18.76' | 50.00' | 21°30'00" | 9.49' |
| C34 | 209.44' | 50.00' | 240°00'00" | 86.60' |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | BEARING |
| L1 | 50.40'<br>(50.40') | N89° 59' 20"W<br>(N89° 59' 20"W) |
| L2 | 50.00'<br>(50.00') | S89° 59' 20"E<br>(N89° 59' 20"W) |
| L3 | 50.00'<br>(50.00') | N89° 33' 03"E<br>(N89° 27' 39"E) |
| L4 | 31.23' | S13° 47' 34"W |
| L5 | 32.72' | N35° 00' 50"W |
| L6 | 30.65' | N84° 13' 27"W |
| L7 | 25.15' | N35° 00' 50"W |
| L8 | 8.54' | N35° 14' 35"W |
| L9 | 30.62' | N0° 00' 35"E |
| L10 | 25.81' | N0° 32' 52"W |

| RADIAL TABLE | |
|---|---|
| RADIAL # | DIRECTION |
| R1 | S35° 07' 36"E |
| R2 | S41° 23' 42"W |
| R3 | N87° 49' 32"W |
| R4 | N29° 59' 19"W |
| R5 | N46° 01' 01"W |
| R6 | N82° 43' 58"W |
| R7 | N61° 35' 21"E |
| R8 | S86° 38' 25"E |
| R9 | S28° 51' 16"E |
| R10 | S28° 38' 34"W |
| R11 | S85° 57' 50"W |

| RADIAL TABLE | |
|---|---|
| RADIAL # | DIRECTION |
| R12 | N48° 34' 45"W |
| R13 | N60° 33' 04"W |
| R14 | N61° 49' 00"E |
| R15 | N29° 27' 10"E |
| R16 | N74° 13' 42"E |
| R17 | S61° 50' 10"E |
| R18 | S13° 56' 13"E |
| R19 | S13° 50' 10"W |
| R20 | S67° 57' 10"W |
| R21 | N48° 36' 06"E |

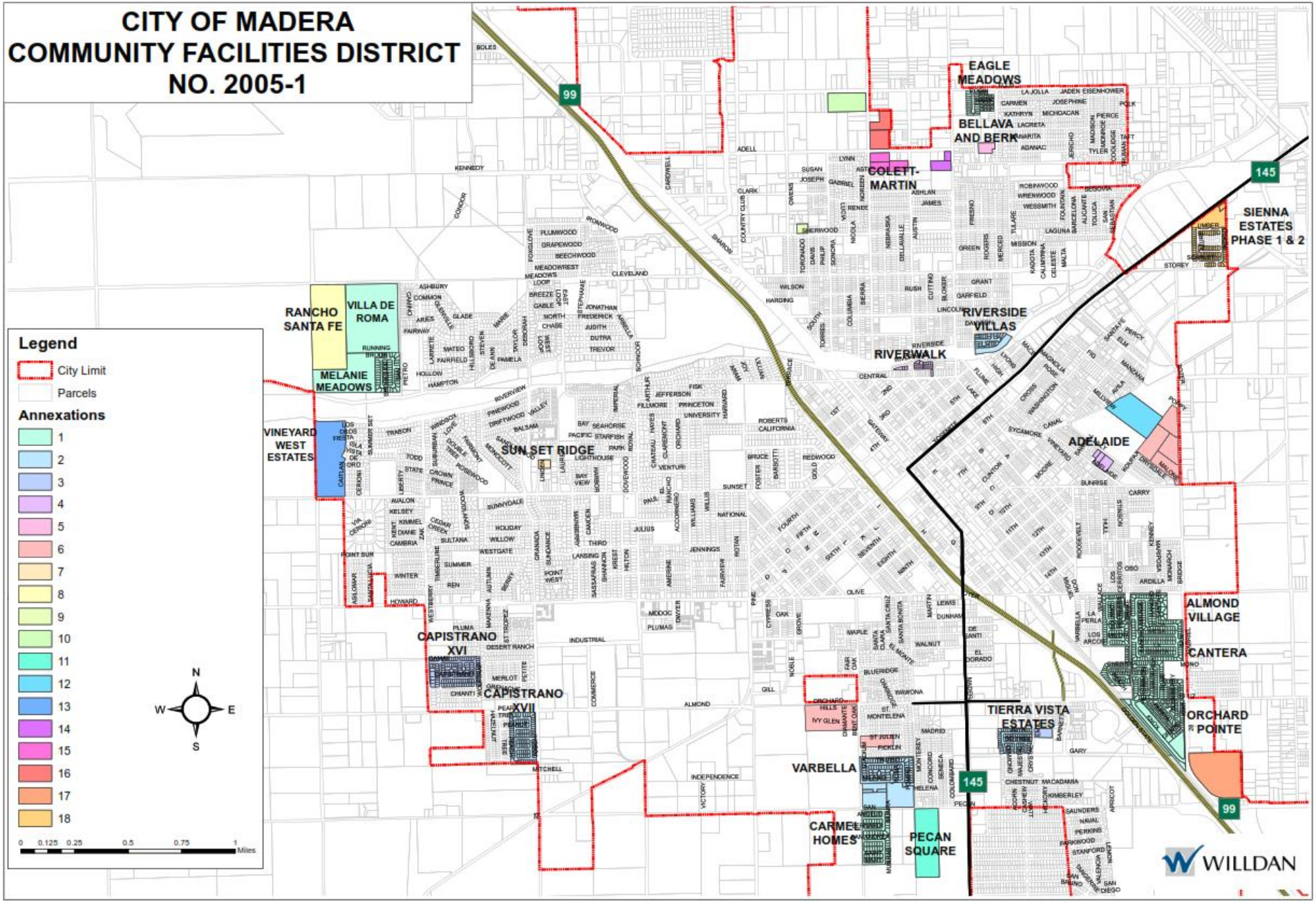
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FRESNO, CA 93710
TEL (559) 538-3402

DRAWING: S:\2021\LDC21020\Survey\Record Data\Maps\21020_FM.dwg3 - LDC-Civil.ctb
PLOT BY: jluis Aug 16, 2024 - 12:04am

# ATTACHMENT 5

CFD 2005-1 Map

## ATTACHMENT 5 – CFD 2005-1 Map



# ATTACHMENT 6

APPLICANT PETITION WAIVER

PETITION AND WAIVER

REGARDING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO A COMMUNITY FACILITIES DISTRICT

To the Honorable City Council
City of Madera
205 W 4th Street
Madera, CA 93637

Re: Community Facilities District No. 2005-1 (Public Services)
Annexation No. 18

Members of the City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below and hereby requests that the City of Madera (the "City") institute proceedings to annex territory, including the property identified below, to the City's Community Facilities District No. 2005-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

1. The property identified below be annexed to the CFD, that a map of the annexation boundaries will be filed with the City Clerk, and that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of financing certain public improvements (and public services) previously approved for the CFD (the "Facilities") (and the "Services"), all as more particularly specified in the proceedings for the creation of the CFD and the levy of the special tax.

2. To proceed as quickly as possible with the annexation to the CFD, the levy of said special tax, and it being further understood that, there being fewer than twelve registered voters residing within the area to be annexed to the CFD, the undersigned being the only expected qualified elector(s) for the annexation, hereby waives all otherwise applicable time periods for the election and notices of the conduct by you of the election under the Act, including all ballot arguments and analysis under the Act.

3. In furtherance of this waiver, the election may be conducted by mailed or hand delivered ballot to be returned as quickly as possible to the City Clerk of the City and that the results of said election be canvassed and reported to you as soon as possible.

Respectfully submitted as of this 27th day of January, 2026 by:

The properties that are the subject of this Petition are Madera County Assessor Parcel No(s).:

008-131-031 through -033, and
008-132-031 through -039

and the property contains a total of approximately 1.37 acres.

*Name of owner of Record*

Tarlton Las Vegas, LLC

By: _____

Its: Manager

Tarlton Las Vegas, LLC
Attn: Thomas O. Tarlton
3562 S. Elm Avenue
Fresno, CA 93706

*The address of the above owner for purposes of Receiving all notices and ballots is:*

Indicate if different:

_____
_____
_____
_____

# ACKNOWLEDGMENT

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

State of California
County of Fresno )

On January 27, 2026 before me, Kristin L Messenlehner, Notary Public
(insert name and title of the officer)

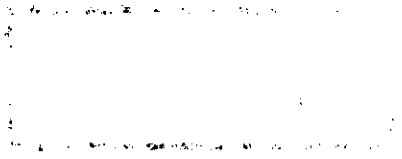
personally appeared Thomas O. Tarlton,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

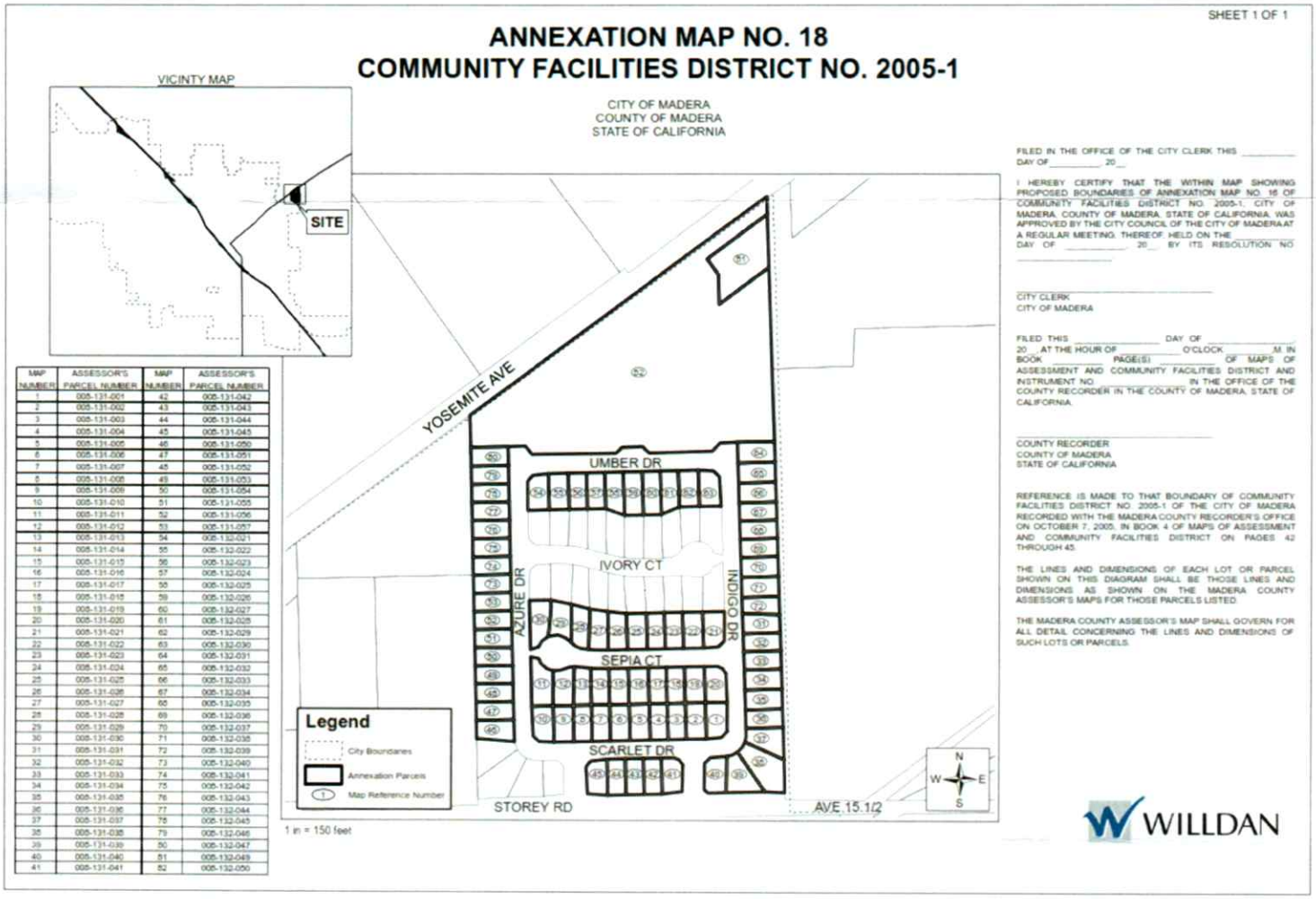
Signature _____ **(Seal)**

KRISTIN L. MESSENLEHNER
Notary Public - California
Fresno County
Commission # 2416604
My Comm. Expires Oct 15, 2026



## Proposed Boundary

The map below shows APN(s) to be annexed into Community Facilities District No. 2005-1 (Public Services).



SHEET 1 OF 1

**ANNEXATION MAP NO. 18**
**COMMUNITY FACILITIES DISTRICT NO. 2005-1**

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

VICINTY MAP

SITE

| MAP NUMBER | ASSESSOR'S PARCEL NUMBER | MAP NUMBER | ASSESSOR'S PARCEL NUMBER |
|---|---|---|---|
| 1 | 005-131-001 | 42 | 005-131-042 |
| 2 | 005-131-002 | 43 | 005-131-043 |
| 3 | 005-131-003 | 44 | 005-131-044 |
| 4 | 005-131-004 | 45 | 005-131-045 |
| 5 | 005-131-005 | 46 | 005-131-050 |
| 6 | 005-131-006 | 47 | 005-131-051 |
| 7 | 005-131-007 | 48 | 005-131-052 |
| 8 | 005-131-008 | 49 | 005-131-053 |
| 9 | 005-131-009 | 50 | 005-131-054 |
| 10 | 005-131-010 | 51 | 005-131-055 |
| 11 | 005-131-011 | 52 | 005-131-056 |
| 12 | 005-131-012 | 53 | 005-131-057 |
| 13 | 005-131-013 | 54 | 005-132-021 |
| 14 | 005-131-014 | 55 | 005-132-022 |
| 15 | 005-131-015 | 56 | 005-132-023 |
| 16 | 005-131-016 | 57 | 005-132-024 |
| 17 | 005-131-017 | 58 | 005-132-025 |
| 18 | 005-131-018 | 59 | 005-132-026 |
| 19 | 005-131-019 | 60 | 005-132-027 |
| 20 | 005-131-020 | 61 | 005-132-028 |
| 21 | 005-131-021 | 62 | 005-132-029 |
| 22 | 005-131-022 | 63 | 005-132-030 |
| 23 | 005-131-023 | 64 | 005-132-031 |
| 24 | 005-131-024 | 65 | 005-132-032 |
| 25 | 005-131-025 | 66 | 005-132-033 |
| 26 | 005-131-026 | 67 | 005-132-034 |
| 27 | 005-131-027 | 68 | 005-132-035 |
| 28 | 005-131-028 | 69 | 005-132-036 |
| 29 | 005-131-029 | 70 | 005-132-037 |
| 30 | 005-131-030 | 71 | 005-132-038 |
| 31 | 005-131-031 | 72 | 005-132-039 |
| 32 | 005-131-032 | 73 | 005-132-040 |
| 33 | 005-131-033 | 74 | 005-132-041 |
| 34 | 005-131-034 | 75 | 005-132-042 |
| 35 | 005-131-035 | 76 | 005-132-043 |
| 36 | 005-131-036 | 77 | 005-132-044 |
| 37 | 005-131-037 | 78 | 005-132-045 |
| 38 | 005-131-038 | 79 | 005-132-046 |
| 39 | 005-131-039 | 80 | 005-132-047 |
| 40 | 005-131-040 | 81 | 005-132-049 |
| 41 | 005-131-041 | 82 | 005-132-050 |

YOSEMITE AVE
UMBER DR
IVORY CT
AZURE DR
INDIGO DR
SEPIA CT
SCARLET DR
STOREY RD
AVE 15 1/2

**Legend**
City Boundaries
Annexation Parcels
Map Reference Number

1 in = 150 feet

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 18 OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____ 20__, BY ITS RESOLUTION NO _____.

_____
CITY CLERK
CITY OF MADERA

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

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

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

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

N W E S

WILLDAN

RETURN TO AGENDA

| | |
|---|---|
| Item: | B-1 |
| Minutes for: | 05/06/2026 |
| Adopted: | 05/20/2026 |

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

**Wednesday, May 6, 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 Artemio Villegas, District 6

Absent: Councilmember Elsa Mejia, District 5
(Councilmember Mejia joined the meeting under Gov. Code 54953.8.3, however due to technical difficulties, consistent visual display per Gov. Code was not possible. Councilmember Mejia left the meeting at 6:08 p.m.)

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, Division Fire Chief Larry Pendarvis, Director of Human Resources Wendy Silva, Network Administrator Jeffrey Neri, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Chief of Police Giachino Chiaramonte, Public Works Director Harpiar Gandhi, Senior Civil Engineer Steve Bettencourt, Administrative Analyst I (Engineering) Nicole Say, and Communication Specialist Joseph Carrello.

**INVOCATION:** Pastor Sam Alvarado, III, Grace Point Ministry

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Zacharia

Mayor Gallegos requested a moment of silence in honor of former Mayor Santos Garcia and Board Supervisor Max Rodriguez, in remembrance of their passing.

A short recess was called due to technical difficulties affecting the consistent visual display of Councilmember Mejia, as required by government code. Councilmember Mejia subsequently left the meeting so the meeting could continue.

**APPROVAL OF AGENDA:**

ON MOTION BY COUNCIMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA MOVING ITEM F. COUNCILMEMBER REPORTS BEFORE PUBLIC COMMENT, AND CONTINUING

PRESENTATIONS, AND ITEMS E-1 & E-2 TO THE MAY 20TH COUNCIL MEETING WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

**PRESENTATIONS:**

1. **Proclamation Recognizing Letter Carriers' Stamp Out Hunger Food Drive**
2. **Proclamation Recognizing Relay for Life**
3. **Proclamation Recognizing Public Service Week**
4. **Proclamation Recognizing International Firefighters Day**
5. **Proclamation Recognizing National Police Week**
6. **Proclamation Recognizing National Foster Care Awareness Month**
7. **Presentation of Madera Unified School District's OPTIONS Program**

This item was continued to the May 20, 2026 Council meeting.

**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.*

Anthony Forestiere expressed his condolences on the passing of former Mayor Santos Garcia and Board Supervisor Max Rodriguez. Mr. Forestiere asked for Council support in his candidacy for Auditor Controller of Madera County.

Monica Ramirez, Executive Director of First 5 Madera County and Family Resource Center, presented Council with a thank-you card to honor Council's hard work.

Monica Bravo, CEO of Latinos Madera Group expressed their condolences on the passing of former Mayor Santos Garcia and Board Supervisor Max Rodriguez.

City Clerk Alicia Gonzales stated that written Public Comment was submitted by Josh Hylden. A copy of the comment was distributed to Council and extra copies are available at the podium.

City Clerk Alicia Gonzales read written Public Comment submitted by Gabriella Khatchadourian.

> I'm reaching out regarding the maintenance in the area behind Parkwood Elementary. Where can we locate a calendar when maintenance is completed in this area, New Parkwood Valencia? My next question is if there are resources available for residents to cover some of the medical expenses? I only ask because some concerns have been brought up that residents have been discouraged to use the hospital because they are being told there is no fee waivers that Madera offers.

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

**A. PUBLIC HEARINGS:**

**A-1 Consideration of Ordinance Text Amendment (OTA) 2026-01, for the Amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding a Commercial Color Palette and the Establishment of Exterior Paint Color Standards for Construction of New Buildings and Repainting Existing Buildings, within the Commercial Zone Districts**

**Recommendation:** The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:

1. 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) regarding Exterior Colors in Commercial Zone Districts (Report by Will Tackett)

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

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) REGARDING EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS.

**B. <u>CONSENT CALENDAR</u>:**

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

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

**B-1 Minutes – April 15, 2026**

**Recommendation:** Approve the City Council Minutes of April 15, 2026 (Report by Alicia Gonzales)

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

**Recommendation:** Review Register of Audited Demands Report for April 4 to April 24, 2026 (Report by Michael Lima)

**B-3 Second Reading and Adoption of Ordinance Amending the City's Municipal Code Relating to Fireworks**

**Recommendation:** Waive full reading and adopt by title only an Ordinance of the City Council of the City of Madera repealing chapters 13 and 13B of Title III, and adopting a new chapter 13 of Title III entitled "Regulation of Fireworks"(Report by Giachino Chiaramonte)

ORD 1020 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING CHAPTERS 13 AND CHAPTER 13B OF TITLE III, AND ADOPTING A NEW CHAPTER 13 OF TITLE III ENTITLED "REGULATION OF FIREWORKS"

**B-4 Reciprocal Easement Agreement with Covenants, Conditions, and Restrictions, Parcel Map No. 25-P-04 (Tentative Parcel Map No. 2025-05)**

**Recommendation:** 1. Adopt a Resolution of the City Council of the City of Madera Approving the City of Madera as Covenantor to the Reciprocal

Easement Agreement with Covenants, Conditions, and Restrictions, Parcel Map No. 25-P-04 (Tentative Parcel Map No. 2025-05) (Report by Will Tackett)

RES 26-66 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE CITY OF MADERA AS COVENANTOR TO THE RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS, AND RESTRICTIONS, PARCEL MAP NO. 25-P-04 (TENTATIVE PARCEL MAP NO. 2025-05)

**B-5 Fleet Mechanics Electric Vehicle Training and Grant Application**

**Recommendation:** Adopt a Resolution approving an agreement with Advanced Automotive Training for Electrical Vehicle Maintenance Training and submittal of an application to the San Joaquin Valley Air Pollution Control District for reimbursement for above training through the Remove II Program (Report by Michael Lima)

RES 26-67 RESOLUTION APPROVING AN AGREEMENT WITH ADVANCED AUTOMOTIVE TRAINING FOR ELECTRICAL VEHICLE MAINTENANCE TRAINING AND SUBMITTAL OF AN APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLUTION CONTROL DISTRICT FOR REIMBURSEMENT FOR THIS TRAINING THROUGH THE REMOVE II PROGRAM

**B-6 Proclamation Recognizing World No Tobacco Day**

**Recommendation:** Adopt a Minute Order for a Proclamation Recognizing World No Tobacco Day (Report by Alicia Gonzales)

**B-7 Addition of One (1) Deputy City Engineer Position to the Engineering Department**

**Recommendation:** Adopt a resolution approving the addition of one (1) Deputy City Engineer position to the Engineering Department (Report by Wendy Silva)

RES 26-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE ADDITION OF ONE DEPUTY CITY ENGINEER POSITION TO THE ENGINEERING DEPARTMENT

**C. WORKSHOP:** None

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

**D-1 Landscape and Lighting Assessment District Zones of Benefit: Engineer's Report and Intention to Levy and Collect Annual Assessment for City Wide Landscape and Lighting Assessment District Zones of Benefit for Fiscal Year 2026/2027**

**Recommendation:** 1. Adopt Resolution Ordering The City Engineer To File A Report With Regard To City Wide Landscape And Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For Fiscal Year (FY) 2026/27; and

2. Adopt a Resolution Of Intention To Levy And Collect Annual Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2026/27 And Setting Date For Public Hearing (Report by Keith Helmuth)

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

RES 26-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ORDERING THE CITY ENGINEER TO FILE A REPORT WITH REGARD TO CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2026/27

RES 26-70 A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2026/27 AND SETTING DATE FOR PUBLIC HEARING

**D-2 Raymond Road Street Improvements Rebid, City Project R-37, CMAQ 5157(094), Shoulder Paving and RMRA Street Rehab**

**Recommendation:** Adopt a Resolution Approving the Contract Award for the Raymond Road Street Improvements Rebid, City Project R-37, CMAQ CML 5157 (094), Shoulder Paving and RMRA Pavement Rehab in the amount of $443,261 to Juarez Brothers General Engineering Inc. and adopting a CEQA Class 1 (Existing Facilities) categorical exemption for the project (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM ZACHARIA, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

RES 26-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR RAYMOND ROAD STREET IMPROVEMENTS REBID, CITY PROJECT R-37, CMAQ CML 5157 (094), SHOULDER PAVING AND RMRA PAVEMENT REHAB IN THE

AMOUNT OF $443,261 TO JUAREZ BROTHERS GENERAL ENGINEERING INC. AND AUTHORIZING CONTRACT CONTINGENCIES RELATED TO THE CONTRACT

**E. ADMINISTRATIVE REPORTS:**

**E-1 Update on Sidewalk Improvements Program**

**Recommendation:** This item is informational only; therefore, no Council action is required (Report by Harpiar Gandhi)

This item was continued to the May 20, 2026 Council meeting.

**E-2 Selecting Recipients for June Proclamations**

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

This item was continued to the May 20, 2026 Council meeting.

**E-3 Direction Regarding Animal Control Services Agreement with the County of Madera and Consideration of Establishing a City/County Ad-Hoc Committee**

**Recommendation:** Staff recommends that the City Council:

1. Provide direction regarding the City's approach to the County of Madera's request to amend the existing Animal Control Services Agreement; and
2. Approve the establishment of a City Council ad-hoc committee to meet with a corresponding County Board of Supervisors ad-hoc committee to discuss potential modifications to the agreement (Report by Arnoldo Rodriguez)

ON MOTION BY MAYOR GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-3 NOMINATING MAYOR GALLEGOS, COUNCILMEMBER RODRIGUEZ AND MAYOR PRO TEM ZACHARIA TO SERVE AS THE CITY COUNCIL REPRESENTATIVES IN THE AD-HOC COMMITTEE WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA.

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

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

Councilmember Rodriguez extended his condolences on the passing of former Mayor Santos Garcia and Board Supervisor Maz Rodriguez. He participated in the League of CA Cities Leaders Summit along with Mayor Pro Tem Zacharia, Councilmembers Mejia, Evans, Villegas and City Manager Arnoldo Rodriguez. He proposed that staff look into adding a website chat box. He participated in the San Joaquin Regional Policy Retreat focusing on transportation, housing and air quality issues.

Councilmember Villegas expressed his condolences on the passing of former Mayor Santos Garcia. He noted the significant mentorship he received from the former Mayor and from Councilmember Rodriguez.

Councilmember Evans expressed her condolences on the passing of former Mayor Santos Garcia whom she regarded as a brother. She attended the Celebration of Life for Board Supervisor Max Rodriguez.

Mayor Pro Tem Zacharia expressed his condolences on the passing of former Mayor Santos Garcia. He requested that a proclamation be issued to the Robotic Team in recognition of their 4th World Championship this past Saturday.

Councilmember Montes expressed his condolences on the passing of former Mayor Santos Garcia and Board Supervisor Max Rodriguez.

Mayor Gallegos announced that Relay for Life raised $57,000 in Madera. The community welcomed grand openings with Doors of Hope and Gonzalez Boxing this weekend. The Madera High Coyotes held a volleyball camp for K-6th grade students. Madera County Office of Education held an Art Fest. She witnessed Law Enforcement United cycle through Madera honoring fallen officers during their miles long trek. Mayor Gallegos attended a ribbon cutting where the Governor shared a 30-year/ 30,000 square feet expansion of parklands. The Mayor announced that free national park passes are available at the Madera County Library. She reminded everyone of tomorrow's Madera Prayer Breakfast.

**G. CLOSED SESSION**:

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

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

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

City Attorney Shannon Chaffin made the closed session announcement at 7:20 p.m. Mr. Chaffin and Council returned from Closed Session at 7:36 p.m. Mr. Chaffin stated there was no reportable action.

**FUTURE MEETING DATES:**

- Wednesday, May 20, 2026
- Wednesday, June 17, 2026

**ADJOURNMENT:** Meeting was adjourned at 7:36 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:** May 20, 2026

**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for April 25 to May 8, 2026

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of April 25 to May 8, 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* | 45260 – 45383 | $1,596,288.96 |

| ***Table 2:*** *Wire Transfer Summary* | | |
|---|---|---|
| *Description* | *Vendor* | *Amount* |
| *Payroll and Taxes* | US Bank | $740,659.70 |
| *SDI* | EDD | $3,663.55 |
| *CalPERS Payment* | CalPERS | $328,173.79 |

**DISCUSSION:**

Warrant requests are processed weekly based on the Fiscal Year 2025/2026 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 2025/2026 Adopted Budget.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**

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

**May 20, 2026**

| CHECK | PAY DATE | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| 45260 | 04/28/2026 | TRANS - FIXED | MV TRANSPORTATION, INC. | TRANSIT OPERATOR 03/26 | 136,283.29 |
| 45260 | 04/28/2026 | TRANS - DAR | MV TRANSPORTATION, INC. | TRANSIT OPERATOR 03/26 | 87,720.33 |
| 45261 | 04/28/2026 | Finance | THE PUN GROUP | PROFESSIONAL AUDITING SVS | 6,667.00 |
| 45262 | 04/28/2026 | Finance | HINDERLITER, DE LLAMAS AND ASSOCIATES | Q1 25/26 CONTRACT/AUDIT SALES | 650.98 |
| 45262 | 04/28/2026 | MEAS K - FIRE | HINDERLITER, DE LLAMAS AND ASSOCIATES | Q3 FY 25/26 CONTRACT SVS - TRANSACTIONS TAX | 300.00 |
| 45262 | 04/28/2026 | MEAS K - PD | HINDERLITER, DE LLAMAS AND ASSOCIATES | Q3 FY 25/26 CONTRACT SVS - TRANSACTIONS TAX | 300.00 |
| 45263 | 04/28/2026 | TRANS - FIXED | FLEXLYNQS, LLC | MICRO TRANSIT FEASIBILITY STUDY | 14,451.16 |
| 45263 | 04/28/2026 | TRANS - DAR | FLEXLYNQS, LLC | MICRO TRANSIT FEASIBILITY STUDY | 14,451.15 |
| 45264 | 04/28/2026 | Computer Replacement | EKC ENTERPRISES, INC. | COMMUNICATIONS/MEDIA/AV SYSTEM | 25,585.18 |
| 45265 | 04/28/2026 | STREETS | QA CONSTRUCTORS INC. | ASPHALT PAVING/PATCHING | 218,740.00 |
| 45265 | 04/28/2026 | Water Mtnc/Operations | QA CONSTRUCTORS INC. | ASPHALT PAVING/PATCHING | 150,000.00 |
| 45266 | 04/28/2026 | WWTP | HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC | SLUDGE HAULING & DISPOSAL | 38,554.70 |
| 45267 | 04/28/2026 | TRANS - FIXED | SAUNDERS AUTOMATIC SERVICE INC | UNIT #8053 TRANSMISSION REPAIRS | 7,054.68 |
| 45268 | 04/28/2026 | Home Program Income | MEADOWS MOBILE HOME PARK | SPACE RENTAL #19 05/26 | 999.87 |
| 45269 | 04/28/2026 | Home Program Income | MEADOWS MOBILE HOME PARK | SPACE RENTAL #23 05/26 | 958.47 |
| 45270 | 04/28/2026 | Home Program Income | MEADOWS MOBILE HOME PARK | SPACE RENTAL #86 05/26 | 950.58 |
| 45271 | 04/28/2026 | Finance | STATE CONTROLLER'S OFFICE | ANNUAL STREET REPORT FY 24/25 | 3,000.00 |
| 45272 | 04/28/2026 | SUPP LAW ENF | CARAHSOFT TECHNOLOGY CORPORATION | FORENSIC SOFTWARE | 20,833.60 |
| 45273 | 04/28/2026 | City Clerk's Office | CNA SURETY | BOND - DEPUTY CITY CLERK | 100.00 |
| 45274 | 04/28/2026 | CFD 2005-1 City-Wide Serv | WILLDAN FINANCIAL SERVICES | Q4 FY 25/26 CFD 2005-1 & 2006-1 | 2,273.68 |
| 45274 | 04/28/2026 | CFD 2006-1 KB Home | WILLDAN FINANCIAL SERVICES | Q4 FY 25/26 CFD 2005-1 & 2006-1 | 1,065.37 |
| 45274 | 04/28/2026 | General Trust Fund | WILLDAN FINANCIAL SERVICES | CFD 2005-1 ANNEXATION #17 | 3,500.00 |
| 45275 | 04/28/2026 | Water Capital Outlay | PROVOST & PRITCHARD CONSULTING | PROFESSIONAL ENGINEERING SVS | 59,244.06 |
| 45275 | 04/28/2026 | Water Mtnc/Operations | PROVOST & PRITCHARD CONSULTING | PROFESSIONAL ENGINEERING SVS | 5,953.20 |
| 45276 | 04/28/2026 | Sewer Capital Outlay | STANTEC CONSULTING SERVICES INC. | PROFESSIONAL ENGINEERING SVS | 47,414.25 |
| 45277 | 04/28/2026 | General Fund | US BANK CORPORATE PAYMENT SYSTEMS | SERVICES FOR PERIOD 11/01/25-01/31/26 | 3,700.37 |
| 45278 | 04/28/2026 | Facilities Maintenance | OTP - FINANCE | PER DIEM - LEVEL II - ADV TRAFFIC SIGNAL TRAINING | 129.00 |
| 45279 | 05/07/2026 | STREETS | TRENTMAN CORPORATION | POST & ANCHORS | 2,842.92 |
| 45279 | 05/07/2026 | STREETS | TRENTMAN CORPORATION | EZ KOTE & PAINT | 2,083.81 |
| 45280 | 05/07/2026 | WWTP | TERRAFORM POWER, LLC. | SOLAR ELECTRIC UTILITIES 03/26 | 34,624.13 |
| 45281 | 05/07/2026 | WWTP | PIERCE CRANE INC | CRANE RENTAL | 1,656.00 |
| 45282 | 05/07/2026 | Water Capital Outlay | CAROLLO ENGINEERS, INC | PROFESSIONAL ENGINEERING SVS | 3,848.02 |
| 45283 | 05/07/2026 | Sports Programs | J & D MANUFACTURING | SPRING BASEBALL SHIRTS | 2,914.63 |
| 45283 | 05/07/2026 | Sports Programs | J & D MANUFACTURING | SPRING BASEBALL SHIRTS | 3,526.79 |

**CITY OF MADERA**

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| CHECK | PAY DATE | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| 45284 | 05/07/2026 | PD Operations | DIEBERTS CREATIVE COPY INC | BUSINESS CARDS - PD | 75.78 |
| 45285 | 05/07/2026 | PD Operations | TIM J LAW | EMPLOYMENT BACKGROUND | 6,400.00 |
| 45286 | 05/07/2026 | Recreation | AMAZON.COM | OFFICE SUPPLIES | 832.22 |
| 45287 | 05/07/2026 | Fire | BAUER COMPRESSORS, INC | ANNUAL FLOW TEST | 2,068.52 |
| 45288 | 05/07/2026 | PD Operations | LAW DOG K9 | K9 VENDOR TRAINING | 1,050.00 |
| 45289 | 05/07/2026 | Street Cleaning | LACAL EQUIPMENT INC | GUTTER BROOMS | 4,836.04 |
| 45290 | 05/07/2026 | PD Operations | CINTAS CORPORATION | MEDICAL SUPPLIES | 111.77 |
| 45291 | 05/07/2026 | Fleet Maintenance | GERARDO YANEZ | REIMBURSEMENT - DOT PHYSICAL | 210.00 |
| 45292 | 05/07/2026 | STREETS | POTTERS INDUSTRIES LLC | HIGHWAY SAFETY MARKING SPHERES | 4,991.62 |
| 45293 | 05/07/2026 | Transportation Impact Fee | CORNERSTONE STRUCTURAL ENGINEER GROUP | B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE | 16,996.58 |
| 45294 | 05/07/2026 | Parks | EAGLESHIELD PEST CONTROL | RODENT CONTROL - MILLVIEW | 150.00 |
| 45294 | 05/07/2026 | AIRPORT OPS | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 39.00 |
| 45294 | 05/07/2026 | Central Admin | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 39.00 |
| 45294 | 05/07/2026 | Comm & Rec Centers | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 234.00 |
| 45294 | 05/07/2026 | Engineering | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 78.00 |
| 45294 | 05/07/2026 | Fire | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 117.00 |
| 45294 | 05/07/2026 | INTERMODAL BLDG | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 78.00 |
| 45294 | 05/07/2026 | Parks | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 156.00 |
| 45294 | 05/07/2026 | Sewer Mtnc/Operations | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 19.49 |
| 45294 | 05/07/2026 | WATER CONSERV | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 4.88 |
| 45294 | 05/07/2026 | Water Mtnc/Operations | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 9.75 |
| 45294 | 05/07/2026 | Water Quality Control | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 4.88 |
| 45294 | 05/07/2026 | WWTP | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 39.00 |
| 45294 | 05/07/2026 | PD Operations | EAGLESHIELD PEST CONTROL | PEST CONTROL SERVICES 04/26 | 39.00 |
| 45295 | 05/07/2026 | HR/RISK MGT | MARIO SOLIS | EMPLOYEE APPRECIATION LUNCH | 1,039.20 |
| 45296 | 05/07/2026 | MEAS K - FIRE | BURTON'S FIRE, INC | MISC PARTS | 2,447.54 |
| 45297 | 05/07/2026 | STREETS | INTERNATIONAL COATINGS COMPANY, INC. | TRAFFIC PAINT | 9,465.69 |
| 45298 | 05/07/2026 | Parks Grants | FENCE FACTORY RENTALS | TEMPORARY FENCE RENTAL | 78.00 |
| 45299 | 05/07/2026 | Madera Groundwater JPA | CALTECH WEB LLC | WEB DESIGN & MAINTENANCE - 03/10/26-04/10/26 | 99.00 |
| 45300 | 05/07/2026 | CDBG Public Improvement | ISMAEL VALENZUELA | TREE REMOVAL | 52,175.00 |
| 45301 | 05/07/2026 | TRANS - FIXED | FRGM LLC | NEW TRANSMISSION #50 | 6,540.01 |
| 45302 | 05/07/2026 | AIRPORT OPS | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 827.09 |
| 45302 | 05/07/2026 | AIRPORT OPS | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 827.09 |
| 45302 | 05/07/2026 | AIRPORT OPS | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 827.09 |
| 45302 | 05/07/2026 | AIRPORT OPS | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 827.09 |

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|---|---|---|---|---|---|
| 45302 | 05/07/2026 | Central Admin | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 2,240.75 |
| 45302 | 05/07/2026 | Central Admin | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 2,240.75 |
| 45302 | 05/07/2026 | Central Admin | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 2,240.75 |
| 45302 | 05/07/2026 | Central Admin | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 2,240.75 |
| 45302 | 05/07/2026 | Comm & Rec Centers | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 8,048.99 |
| 45302 | 05/07/2026 | Comm & Rec Centers | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 8,048.99 |
| 45302 | 05/07/2026 | Comm & Rec Centers | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 8,048.99 |
| 45302 | 05/07/2026 | Comm & Rec Centers | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 8,048.99 |
| 45302 | 05/07/2026 | COMPUTER MAINT | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 264.37 |
| 45302 | 05/07/2026 | COMPUTER MAINT | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 264.37 |
| 45302 | 05/07/2026 | COMPUTER MAINT | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 264.37 |
| 45302 | 05/07/2026 | COMPUTER MAINT | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 264.37 |
| 45302 | 05/07/2026 | Engineering | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 1,567.50 |
| 45302 | 05/07/2026 | Engineering | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 1,567.50 |
| 45302 | 05/07/2026 | Engineering | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 1,567.50 |
| 45302 | 05/07/2026 | Engineering | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 1,567.50 |
| 45302 | 05/07/2026 | Finance | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 264.36 |
| 45302 | 05/07/2026 | Finance | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 264.36 |
| 45302 | 05/07/2026 | Finance | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 264.36 |
| 45302 | 05/07/2026 | Finance | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 264.36 |
| 45302 | 05/07/2026 | INTERMODAL BLDG | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 920.13 |
| 45302 | 05/07/2026 | INTERMODAL BLDG | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 920.13 |
| 45302 | 05/07/2026 | INTERMODAL BLDG | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 920.13 |
| 45302 | 05/07/2026 | INTERMODAL BLDG | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 920.13 |
| 45302 | 05/07/2026 | Parks | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 87.55 |
| 45302 | 05/07/2026 | Parks | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 87.55 |
| 45302 | 05/07/2026 | Parks | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 87.55 |
| 45302 | 05/07/2026 | Parks | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 87.55 |
| 45302 | 05/07/2026 | Sewer Mtnc/Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 257.50 |
| 45302 | 05/07/2026 | Sewer Mtnc/Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 257.50 |
| 45302 | 05/07/2026 | Sewer Mtnc/Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 257.50 |
| 45302 | 05/07/2026 | Sewer Mtnc/Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 257.50 |
| 45302 | 05/07/2026 | SOLID WASTE | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 1,964.03 |
| 45302 | 05/07/2026 | SOLID WASTE | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 1,964.03 |
| 45302 | 05/07/2026 | SOLID WASTE | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 1,964.03 |

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|---|---|---|---|---|---|
| 45302 | 05/07/2026 | SOLID WASTE | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 1,964.03 |
| 45302 | 05/07/2026 | TRANS - FIXED | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 890.26 |
| 45302 | 05/07/2026 | TRANS - FIXED | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 890.26 |
| 45302 | 05/07/2026 | TRANS - FIXED | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 890.26 |
| 45302 | 05/07/2026 | TRANS - FIXED | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 890.26 |
| 45302 | 05/07/2026 | TRANS - DAR | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 890.25 |
| 45302 | 05/07/2026 | TRANS - DAR | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 890.25 |
| 45302 | 05/07/2026 | TRANS - DAR | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 890.25 |
| 45302 | 05/07/2026 | TRANS - DAR | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 890.25 |
| 45302 | 05/07/2026 | UB - Garbage | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 264.37 |
| 45302 | 05/07/2026 | UB - Garbage | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 264.37 |
| 45302 | 05/07/2026 | UB - Garbage | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 264.37 |
| 45302 | 05/07/2026 | UB - Garbage | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 264.37 |
| 45302 | 05/07/2026 | UB - Water | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 264.36 |
| 45302 | 05/07/2026 | UB - Water | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 264.36 |
| 45302 | 05/07/2026 | UB - Water | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 264.36 |
| 45302 | 05/07/2026 | UB - Water | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 264.36 |
| 45302 | 05/07/2026 | WWTP | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 1,138.86 |
| 45302 | 05/07/2026 | WWTP | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 1,138.86 |
| 45302 | 05/07/2026 | WWTP | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 1,138.86 |
| 45302 | 05/07/2026 | WWTP | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 1,138.86 |
| 45302 | 05/07/2026 | MEAS K - PD | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 1,092.83 |
| 45302 | 05/07/2026 | MEAS K - PD | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 1,092.83 |
| 45302 | 05/07/2026 | MEAS K - PD | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 1,092.83 |
| 45302 | 05/07/2026 | MEAS K - PD | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 1,092.83 |
| 45302 | 05/07/2026 | PD Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 03/26 | 4,518.61 |
| 45302 | 05/07/2026 | PD Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 04/26 | 4,518.61 |
| 45302 | 05/07/2026 | PD Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 05/26 | 4,518.61 |
| 45302 | 05/07/2026 | PD Operations | CCS FACILITY SERVICES - FRESNO, INC. | JANITORIAL SERVICES 02/26 | 4,518.61 |
| 45303 | 05/07/2026 | Fleet Acquisition | CDCE, INC. | PANASONIC DOCK | 9,578.90 |
| 45304 | 05/07/2026 | WWTP | BLUE TRITON BRANDS INC | WWTP - LAB & DRINKING WATER | 437.52 |
| 45305 | 05/07/2026 | LTF - Streets | WESTWOOD PROFESSIONAL SERVICES, INC. | DESIGN SERVICES R-000094 BID PACKAGE 3 | 9,920.00 |
| 45306 | 05/07/2026 | INS/RISK MGT | EMPLOYMENT RISK MANAGEMENT AUTHORITY | Q2 LEGAL INVOICES | 75.00 |
| 45307 | 05/07/2026 | Fire | KALMIKOV ENTERPRISES, INC | REPAIR WORK | 4,650.64 |
| 45308 | 05/07/2026 | WWTP | PYRO COMBUSTION OF CALIFORNIA, INC. | WWTP HEAT EXCHANGER | 720.00 |

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|---|---|---|---|---|---|
| 45309 | 05/07/2026 | MEAS K - FIRE | DREAMSEATS LLC | ROCKER RECLINER | 5,198.96 |
| 45310 | 05/07/2026 | MEAS K - FIRE | DELRAY TIRE | MISC REPAIRS AND PARTS | 4,954.98 |
| 45311 | 05/07/2026 | Parks Grants | CENTRAL VALLEY CONCRETE, INC | CONCRETE - BATTING CAGES | 6,454.56 |
| 45312 | 05/07/2026 | Water Quality Control | DELLAVALLE LABORATORY,INC. | QUARTERLY MONITORING | 1,349.00 |
| 45312 | 05/07/2026 | Water Quality Control | DELLAVALLE LABORATORY,INC. | WEEKLY SAMPLING | 1,824.00 |
| 45313 | 05/07/2026 | Building | AT&T | 03/26 CALNET SERVICE 9391031559 | 18.77 |
| 45313 | 05/07/2026 | Building | AT&T | 03/26 CALNET SERVICE 9391026390 | 34.97 |
| 45313 | 05/07/2026 | City Attorney | AT&T | 03/26 CALNET SERVICE 9391031559 | 7.04 |
| 45313 | 05/07/2026 | City Attorney | AT&T | 03/26 CALNET SERVICE 9391026390 | 9.97 |
| 45313 | 05/07/2026 | City Clerk's Office | AT&T | 03/26 CALNET SERVICE 9391031559 | 4.69 |
| 45313 | 05/07/2026 | City Clerk's Office | AT&T | 03/26 CALNET SERVICE 9391026390 | 9.97 |
| 45313 | 05/07/2026 | Code Enforcement | AT&T | 03/26 CALNET SERVICE 9391026413 | 62.72 |
| 45313 | 05/07/2026 | Comm & Rec Centers | AT&T | 03/26 CALNET SERVICE 9391026392 | 63.88 |
| 45313 | 05/07/2026 | Comm & Rec Centers | AT&T | 03/26 CALNET SERVICE 9391026393 | 94.17 |
| 45313 | 05/07/2026 | Comm & Rec Centers | AT&T | 03/26 CALNET SERVICE 9391026391 | 311.85 |
| 45313 | 05/07/2026 | Comm & Rec Centers | AT&T | 03/26 CALNET SERVICE 9391026396 | 267.34 |
| 45313 | 05/07/2026 | COMPUTER MAINT | AT&T | 03/26 CALNET SERVICE 9391031559 | 2.35 |
| 45313 | 05/07/2026 | COMPUTER MAINT | AT&T | 03/26 CALNET SERVICE 9391026390 | 19.98 |
| 45313 | 05/07/2026 | Engineering | AT&T | 03/26 CALNET SERVICE 9391031559 | 35.20 |
| 45313 | 05/07/2026 | Engineering | AT&T | 03/26 CALNET SERVICE 9391026390 | 69.93 |
| 45313 | 05/07/2026 | Facilities Maintenance | AT&T | 03/26 CALNET SERVICE 9391026394 | 24.59 |
| 45313 | 05/07/2026 | Facilities Maintenance | AT&T | 03/26 CALNET SERVICE 9391031564 | 13.80 |
| 45313 | 05/07/2026 | Finance | AT&T | 03/26 CALNET SERVICE 9391031559 | 23.47 |
| 45313 | 05/07/2026 | Finance | AT&T | 03/26 CALNET SERVICE 9391026388 | 63.52 |
| 45313 | 05/07/2026 | Finance | AT&T | 03/26 CALNET SERVICE 9391026390 | 54.94 |
| 45313 | 05/07/2026 | Fire | AT&T | 03/26 CALNET SERVICE 9391068734 | 62.76 |
| 45313 | 05/07/2026 | Fleet Maintenance | AT&T | 03/26 CALNET SERVICE 9391026394 | 16.42 |
| 45313 | 05/07/2026 | Fleet Maintenance | AT&T | 03/26 CALNET SERVICE 9391031564 | 9.20 |
| 45313 | 05/07/2026 | GRANT OVERSIGHT | AT&T | 03/26 CALNET SERVICE 9391031559 | 11.73 |
| 45313 | 05/07/2026 | GRANT OVERSIGHT | AT&T | 03/26 CALNET SERVICE 9391026390 | 19.98 |
| 45313 | 05/07/2026 | HR/RISK MGT | AT&T | 03/26 CALNET SERVICE 9391031559 | 7.04 |
| 45313 | 05/07/2026 | HR/RISK MGT | AT&T | 03/26 CALNET SERVICE 9391026390 | 14.96 |
| 45313 | 05/07/2026 | Planning | AT&T | 03/26 CALNET SERVICE 9391031559 | 11.73 |
| 45313 | 05/07/2026 | Planning | AT&T | 03/26 CALNET SERVICE 9391026390 | 24.96 |
| 45313 | 05/07/2026 | STREETS | AT&T | 03/26 CALNET SERVICE 9391026394 | 41.02 |

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|---|---|---|---|---|---|
| 45313 | 05/07/2026 | STREETS | AT&T | 03/26 CALNET SERVICE 9391031564 | 23.01 |
| 45313 | 05/07/2026 | Sewer Mtnc/Operations | AT&T | 03/26 CALNET SERVICE 9391026394 | 28.69 |
| 45313 | 05/07/2026 | Sewer Mtnc/Operations | AT&T | 03/26 CALNET SERVICE 9391031564 | 16.10 |
| 45313 | 05/07/2026 | SOLID WASTE | AT&T | 03/26 CALNET SERVICE 9391026394 | 32.80 |
| 45313 | 05/07/2026 | SOLID WASTE | AT&T | 03/26 CALNET SERVICE 9391031564 | 18.43 |
| 45313 | 05/07/2026 | Sr Citizen Community Servi | AT&T | 03/26 CALNET SERVICE 9391026403 | 34.67 |
| 45313 | 05/07/2026 | UB - Garbage | AT&T | 03/26 CALNET SERVICE 9391031559 | 6.26 |
| 45313 | 05/07/2026 | UB - Garbage | AT&T | 03/26 CALNET SERVICE 9391026394 | 8.20 |
| 45313 | 05/07/2026 | UB - Garbage | AT&T | 03/26 CALNET SERVICE 9391026390 | 16.22 |
| 45313 | 05/07/2026 | UB - Garbage | AT&T | 03/26 CALNET SERVICE 9391031564 | 4.60 |
| 45313 | 05/07/2026 | UB - Sewer | AT&T | 03/26 CALNET SERVICE 9391031559 | 6.26 |
| 45313 | 05/07/2026 | UB - Sewer | AT&T | 03/26 CALNET SERVICE 9391026394 | 8.20 |
| 45313 | 05/07/2026 | UB - Sewer | AT&T | 03/26 CALNET SERVICE 9391026390 | 16.23 |
| 45313 | 05/07/2026 | UB - Sewer | AT&T | 03/26 CALNET SERVICE 9391031564 | 4.60 |
| 45313 | 05/07/2026 | UB - Water | AT&T | 03/26 CALNET SERVICE 9391031559 | 12.52 |
| 45313 | 05/07/2026 | UB - Water | AT&T | 03/26 CALNET SERVICE 9391026394 | 16.42 |
| 45313 | 05/07/2026 | UB - Water | AT&T | 03/26 CALNET SERVICE 9391026390 | 32.52 |
| 45313 | 05/07/2026 | UB - Water | AT&T | 03/26 CALNET SERVICE 9391031564 | 9.21 |
| 45313 | 05/07/2026 | Water Mtnc/Operations | AT&T | 03/26 CALNET SERVICE 9391026394 | 36.89 |
| 45313 | 05/07/2026 | Water Mtnc/Operations | AT&T | 03/26 CALNET SERVICE 9391031564 | 20.70 |
| 45313 | 05/07/2026 | Water Quality Control | AT&T | 03/26 CALNET SERVICE 9391026394 | 16.42 |
| 45313 | 05/07/2026 | Water Quality Control | AT&T | 03/26 CALNET SERVICE 9391031564 | 9.20 |
| 45313 | 05/07/2026 | WWTP | AT&T | 03/26 CALNET SERVICE 9391026394 | 24.59 |
| 45313 | 05/07/2026 | WWTP | AT&T | 03/26 CALNET SERVICE 9391031564 | 13.80 |
| 45313 | 05/07/2026 | City Manager | AT&T | 03/26 CALNET SERVICE 9391031559 | 9.39 |
| 45313 | 05/07/2026 | City Manager | AT&T | 03/26 CALNET SERVICE 9391026390 | 9.97 |
| 45313 | 05/07/2026 | Purchasing | AT&T | 03/26 CALNET SERVICE 9391026394 | 24.59 |
| 45313 | 05/07/2026 | Purchasing | AT&T | 03/26 CALNET SERVICE 9391031564 | 13.80 |
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391031561 | 156.45 |
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391026411 | 98.83 |
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391031579 | 287.31 |
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391059143 | 4,000.77 |
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391064552 | 287.87 |
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391084616 | 386.68 |
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391031578 | 157.21 |

**CITY OF MADERA**

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

**May 20, 2026**

| CHECK | PAY DATE | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| 45313 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391031566 | 156.45 |
| 45314 | 05/07/2026 | Aquatics Programs | AT&T | 03/26 CALNET SERVICE 9391026397 | 30.34 |
| 45314 | 05/07/2026 | Building | AT&T | 03/26 CALNET SERVICE 9391026407 | 31.91 |
| 45314 | 05/07/2026 | Fire | AT&T | 03/26 CALNET SERVICE 9391026402 | 31.91 |
| 45314 | 05/07/2026 | Sr Citizen Community Servi | AT&T | 03/26 CALNET SERVICE 9391026389 | 31.91 |
| 45314 | 05/07/2026 | Sr Citizen Community Servi | AT&T | 03/26 CALNET SERVICE 9391026395 | 31.91 |
| 45314 | 05/07/2026 | Sr Citizen Community Servi | AT&T | 03/26 CALNET SERVICE 9391026398 | 31.91 |
| 45314 | 05/07/2026 | PD Operations | AT&T | 03/26 CALNET SERVICE 9391026401 | 31.91 |
| 45315 | 05/07/2026 | AIRPORT OPS | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 188.32 |
| 45315 | 05/07/2026 | Building | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 233.78 |
| 45315 | 05/07/2026 | City Clerk's Office | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 90.96 |
| 45315 | 05/07/2026 | City Council | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 285.18 |
| 45315 | 05/07/2026 | Code Enforcement | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 45.48 |
| 45315 | 05/07/2026 | Comm & Rec Centers | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 50.53 |
| 45315 | 05/07/2026 | COMPUTER MAINT | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 734.88 |
| 45315 | 05/07/2026 | Engineering | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 237.81 |
| 45315 | 05/07/2026 | Facilities Maintenance | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 318.98 |
| 45315 | 05/07/2026 | Finance | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 149.23 |
| 45315 | 05/07/2026 | Fleet Maintenance | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 45.48 |
| 45315 | 05/07/2026 | HR/RISK MGT | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 50.53 |
| 45315 | 05/07/2026 | LMD Services | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 50.53 |
| 45315 | 05/07/2026 | Parks | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 96.01 |
| 45315 | 05/07/2026 | Parks Administration | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 91.27 |
| 45315 | 05/07/2026 | Planning | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 96.01 |
| 45315 | 05/07/2026 | STREETS | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 168.77 |
| 45315 | 05/07/2026 | Recreation | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 45.48 |
| 45315 | 05/07/2026 | Sewer Mtnc/Operations | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 92.47 |
| 45315 | 05/07/2026 | Sports Programs | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 45.48 |
| 45315 | 05/07/2026 | Sr Citizen Community Servi | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 60.48 |
| 45315 | 05/07/2026 | Water Mtnc/Operations | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 87.42 |
| 45315 | 05/07/2026 | Water Quality Control | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 45.48 |
| 45315 | 05/07/2026 | WWTP | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 48.50 |
| 45315 | 05/07/2026 | City Manager | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 141.80 |
| 45315 | 05/07/2026 | Purchasing | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 45.48 |
| 45315 | 05/07/2026 | PD Operations | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 50.53 |

**CITY OF MADERA**

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

**May 20, 2026**

| CHECK | PAY DATE | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| 45315 | 05/07/2026 | PD Operations | AT&T | 03/26 FIRSTNET SERVICE 287302656 | 6,610.42 |
| 45316 | 05/07/2026 | STREETS | ALERT-O-LITE | BARRICADES | 3,033.26 |
| 45316 | 05/07/2026 | STREETS | ALERT-O-LITE | BARRICADES | 3,033.26 |
| 45317 | 05/07/2026 | Engineering | AMERICAN BUSINESS MACHINES | PLOTTER LEASE | 368.00 |
| 45318 | 05/07/2026 | Parks | BSN SPORTS | SOCCER GOALS | 2,251.59 |
| 45319 | 05/07/2026 | Computer Replacement | CDW GOVERNMENT, INC | SQL LICENSES | 5,937.53 |
| 45320 | 05/07/2026 | MEAS K - PD | CALIFORNIA FORENSIC INSTITUTE | PRE-EMPLOYMENT EXAM | 450.00 |
| 45321 | 05/07/2026 | PD Operations | COMCAST | SVS 8155500320092096 04/26 | 234.81 |
| 45322 | 05/07/2026 | UB - Garbage | DATAPROSE, LLC | BILLING 03/26 | 3,544.20 |
| 45322 | 05/07/2026 | UB - Sewer | DATAPROSE, LLC | BILLING 03/26 | 3,544.21 |
| 45322 | 05/07/2026 | UB - Water | DATAPROSE, LLC | BILLING 03/26 | 7,088.41 |
| 45323 | 05/07/2026 | Parks | ENVIRO CLEAN | PARKS MAINTENANCE ITEMS | 3,415.84 |
| 45324 | 05/07/2026 | Sr Citizen Comm. Serv. | FRESNO MADERA AREA AGENCY ON AGING | NUTRITION MEALS | 1,065.30 |
| 45325 | 05/07/2026 | Sewer Capital Outlay | KRAZAN & ASSOCIATES, INC. | SS-06 TESTING LAB | 1,310.00 |
| 45326 | 05/07/2026 | PD Operations | LANGUAGE LINE SERVICES, INC. | INTERPRETATION SERVICES | 2,534.16 |
| 45327 | 05/07/2026 | SUPP LAW ENF | MADERA ANIMAL HOSPITAL | VETERINARY SERVICES | 1,018.73 |
| 45328 | 05/07/2026 | Successor Agency Admin | MADERA CHAMBER OF COMMERCE | 2026 MEMBERSHIP DUES | 250.00 |
| 45329 | 05/07/2026 | PD Operations | MADERA COUNTY TREASURER | COUNTY'S PORTION PARKING PENALTIES PAID 02/26 | 340.00 |
| 45330 | 05/07/2026 | CDBG ADMIN | MADERA COUNTY E D C | EDC Q1 FY 25/26 | 1,092.68 |
| 45331 | 05/07/2026 | Water Mtnc/Operations | MADERA PUMPS, INC. | WELL #34 MAINTENANCE | 74,500.00 |
| 45332 | 05/07/2026 | Permanent Local Housing | MADERA RESCUE MISSION, INC. | PLHA INVOICE 03/26 | 8,204.79 |
| 45333 | 05/07/2026 | HR/RISK MGT | MADERA TRIBUNE | JOB ADVERSTISEMENT | 91.20 |
| 45334 | 05/07/2026 | DRAINAGE | MID VALLEY DISPOSAL INC. | WASTE DISPOSAL SVS | 9,155.35 |
| 45334 | 05/07/2026 | Street Cleaning | MID VALLEY DISPOSAL INC. | WASTE DISPOSAL SVS | 17,522.92 |
| 45334 | 05/07/2026 | PW Safe & Clean Initiative | MID VALLEY DISPOSAL INC. | WASTE DISPOSAL SVS | 5,672.16 |
| 45335 | 05/07/2026 | Street Cleaning | MUNICIPAL MAINTENANCE EQUIP., INC. | SWEEPER BRUSH | 3,279.01 |
| 45336 | 05/07/2026 | Finance | NICHOLS CONSULTING ENGINEERS, CHTD. | ENGINEERING CONSULTING SVS | 4,200.00 |
| 45337 | 05/07/2026 | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 23.05 |
| 45337 | 05/07/2026 | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 94.33 |
| 45337 | 05/07/2026 | Central Admin | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 155.14 |
| 45337 | 05/07/2026 | Central Admin | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 23.56 |
| 45337 | 05/07/2026 | Comm & Rec Centers | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 2,919.16 |
| 45337 | 05/07/2026 | Comm & Rec Centers | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 2,796.76 |
| 45337 | 05/07/2026 | DRAINAGE | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 637.66 |
| 45337 | 05/07/2026 | DRAINAGE | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 667.27 |

**CITY OF MADERA**

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

**May 20, 2026**

| CHECK | PAY DATE | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| 45337 | 05/07/2026 | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 1715785853-5 | 2,279.27 |
| 45337 | 05/07/2026 | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 1598348280-1 | 81.78 |
| 45337 | 05/07/2026 | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 5225647713-5 | 14.29 |
| 45337 | 05/07/2026 | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9787342989-4 | 335.49 |
| 45337 | 05/07/2026 | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 5207933925-6 | 191.91 |
| 45337 | 05/07/2026 | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 6,834.58 |
| 45337 | 05/07/2026 | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 36,609.45 |
| 45337 | 05/07/2026 | Fire | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 364.20 |
| 45337 | 05/07/2026 | Fire | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 1,194.91 |
| 45337 | 05/07/2026 | INTERMODAL BLDG | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 686.32 |
| 45337 | 05/07/2026 | Parks | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 8675479583-8 | 108.68 |
| 45337 | 05/07/2026 | Parks | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 202.59 |
| 45337 | 05/07/2026 | Parks | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 9,066.37 |
| 45337 | 05/07/2026 | Sewer Mtnc/Operations | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 237.71 |
| 45337 | 05/07/2026 | Sewer Mtnc/Operations | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 2,161.85 |
| 45337 | 05/07/2026 | SOLID WASTE | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 119.05 |
| 45337 | 05/07/2026 | SOLID WASTE | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 9.44 |
| 45337 | 05/07/2026 | Sr Citizen Comm. Serv. | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 7.84 |
| 45337 | 05/07/2026 | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 16,285.56 |
| 45337 | 05/07/2026 | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 91,754.23 |
| 45337 | 05/07/2026 | WWTP | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 8,338.50 |
| 45337 | 05/07/2026 | Zone 34B Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 0443905948-8 | 22.07 |
| 45337 | 05/07/2026 | Zone 24 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 21.14 |
| 45337 | 05/07/2026 | Zone 24 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 9.88 |
| 45337 | 05/07/2026 | Zone 26 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 9.52 |
| 45337 | 05/07/2026 | Zone 31A Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 19.05 |
| 45337 | 05/07/2026 | Zone 31A Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 29.65 |
| 45337 | 05/07/2026 | Zone 20B Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 21.58 |
| 45337 | 05/07/2026 | Zone 27B Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 10.70 |
| 45337 | 05/07/2026 | Zone 2 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 51.96 |
| 45337 | 05/07/2026 | Zone 3 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 39.22 |
| 45337 | 05/07/2026 | Zone 31B Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 29.65 |
| 45337 | 05/07/2026 | Zone 4 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 9.52 |
| 45337 | 05/07/2026 | Zone 6A Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 65.95 |
| 45337 | 05/07/2026 | Zone 29C Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 10.90 |

**CITY OF MADERA**

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

**May 20, 2026**

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|---|---|---|---|---|---|
| 45337 | 05/07/2026 | Zone 8 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 66.93 |
| 45337 | 05/07/2026 | Zone 16 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 22.24 |
| 45337 | 05/07/2026 | Zone 13 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 3533032414-2 | 147.54 |
| 45337 | 05/07/2026 | PD Operations | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 9920095153-3 | 729.79 |
| 45337 | 05/07/2026 | Zone 39 Activities | PACIFIC GAS & ELECTRIC | 03/26 SERVICE 6948316261-1 | 42.71 |
| 45338 | 05/07/2026 | Parks | PARK ASSOCIATES | PARKS AMENITIES | 4,475.48 |
| 45339 | 05/07/2026 | PD Operations | PECK'S PRINTERY | PD - 72 HR ASSESSMENT | 865.94 |
| 45339 | 05/07/2026 | PD Operations | PECK'S PRINTERY | PD - ANNUAL REPORT BOOKLETS | 2,110.88 |
| 45340 | 05/07/2026 | Finance | PHOENIX GROUP INFO SYS | CITATIONS 02/26 | 284.14 |
| 45340 | 05/07/2026 | Parking Dist Operation | PHOENIX GROUP INFO SYS | CITATIONS 02/26 | 18.82 |
| 45341 | 05/07/2026 | WWTP | ROCKWELL ENG. & EQ. CO.,INC. | WWTP MIXING PUMP PARTS | 998.96 |
| 45342 | 05/07/2026 | Comm & Rec Centers | TK ELEVATOR CORPORATION | YC ELEVATOR MAINTENANCE | 367.59 |
| 45343 | 05/07/2026 | Parks | WEST COAST ARBORISTS, INC. | CITY WIDE TREE TRIMMING | 12,390.00 |
| 45344 | 05/07/2026 | Engineering | YAMABE & HORN ENGINEERING | MAP & PLAN CHECK | 348.00 |
| 45345 | 05/07/2026 | STREETS | OTP - FINANCE | REIMBURSEMENT - DOT EXAM | 100.00 |
| 45346 | 05/07/2026 | WATER CONSERV | OTP- REBATES | TURF REBATE - 10000283-551293 | 840.00 |
| 45347 | 05/07/2026 | WATER CONSERV | OTP- REBATES | TURF REBATE - 8002217-502028 | 3,000.00 |
| 45348 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9925914 TERM REFUND | 255.31 |
| 45349 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9921786 TERM REFUND | 280.16 |
| 45350 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924660 TERM REFUND | 164.88 |
| 45351 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9915700 TERM REFUND | 322.47 |
| 45352 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924999 TERM REFUND | 377.75 |
| 45353 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924912 TERM REFUND | 409.22 |
| 45354 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9911373 TERM REFUND | 198.23 |
| 45355 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9922562 TERM REFUND | 134.11 |
| 45356 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924409 TERM REFUND | 271.31 |
| 45357 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924653 TERM REFUND | 21.32 |
| 45358 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924500 3140 TERM REFUND | 107.39 |
| 45359 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924642 TERM REFUND | 2,425.52 |
| 45360 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9189301 TERM REFUND | 85.76 |
| 45361 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9921504 TERM REFUND | 147.32 |
| 45362 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9925379 TERM REFUND | 272.72 |
| 45363 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 10000655 TERM REFUND | 15.00 |
| 45364 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9914337 TERM REFUND | 209.74 |
| 45365 | 05/07/2026 | Water Utility | OTP- UB REFUNDS | UB TERM REFUND 7429041-501737 | 26,016.06 |

**CITY OF MADERA**

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**May 20, 2026**

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|---|---|---|---|---|---|
| 45366 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 6202002 TERM REFUND | 140.23 |
| 45367 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9923490 TERM REFUND | 228.46 |
| 45368 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9906323 TERM REFUND | 99.92 |
| 45369 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9926453 TERM REFUND | 237.74 |
| 45370 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9915726 TERM REFUND | 137.21 |
| 45371 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9910048 | 921.23 |
| 45372 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9926131 TERM REFUND | 207.58 |
| 45373 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9917694 TERM REFUND | 160.00 |
| 45374 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 7457009 TERM REFUND | 164.52 |
| 45375 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9924786 TERM REFUND | 198.23 |
| 45376 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9918975 TERM REFUND | 158.71 |
| 45377 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9912842 TERM REFUND | 73.63 |
| 45378 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9911282 TERM REFUND | 169.50 |
| 45379 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 3751003 TERM REFUND | 217.92 |
| 45380 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9923436 TERM REFUND | 88.70 |
| 45381 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 9926402 TERM REFUND | 220.19 |
| 45382 | 05/07/2026 | Water Fund | OTP- UB REFUNDS | UB 10000381 3606 TERM REFUND | 29.86 |
| 45383 | 05/07/2026 | HR/RISK MGT | SIJ HOLDINGS LLC | JOB ADVERSTISEMENT | 8,802.00 |

**BANK #1 - US BANK GENERAL ACCOUNT TOTAL** **$ 1,596,288.96**

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 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 April 15, 2026, City Council agenda.

**DISCUSSION:**

The Civil Service Commission (Commission) met May 5, 2026, and approved eligibility lists for the following classifications.

- Senior Civil Engineer
- Deputy City Engineer
- Animal Control Officer
- Public Safety Dispatcher II

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* |
|---|---|---|---|---|
| Jose Delgado | Park Aide | Parks & Community Services | PT | 4/20/26 |
| Luz Vasquez Bautista | Public Safety Dispatcher I | Police | FT | 4/20/26 |

| **Table 1:** *New Hires and Re-hires, continued* | | | | |
|---|---|---|---|---|
| *Name* | *Position* | *Department* | *Status** | *Effective Date* |
| Oscar Calderon | Parks Worker I | Parks & Community Services | FT | 5/4/26 |
| Luis Cervantes | Animal Control Officer | Police | FT | 5/11/26 |

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

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

| **Table 2:** *Promotions, Transfers, or Assignment Changes* | | | |
|---|---|---|---|
| *Name* | *Old Position* | *New Position* | *Effective Date* |
| Dayana Elms | Police Officer I | Police Officer II | 11/22/25 |

The following employees separated from employment since our last report.

| **Table 3:** *Separations* | | | | |
|---|---|---|---|---|
| *Name* | *Position* | *Department* | *Status** | *Effective Date* |
| Jacob Edwards | Program Leader I | Parks & Community Services | PT | 3/4/26 |
| Jesus Daza-Miron | Park Aide | Parks & Community Services | PT | 4/2/26 |
| Johnny Rey | Park Aide | Parks & Community Services | PT | 4/8/26 |
| Johnny Torres-Gonzalez | Park Aide | Parks & Community Services | PT | 4/14/26 |
| Richard Marin | Wastewater Treatment Plant Operator II | Public Works | FT | 4/21/26 |
| Markus Williamson | Construction Inspector I | Engineering | FT | 4/30/26 |

*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 THE CITY COUNCIL

**Approved by:**

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** B-4

**SUBJECT**

Second reading and adoption of Ordinance Text Amendment (OTA) 2026-01, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding a Commercial Color Palette and the establishment of exterior paint color standards for construction of new buildings and repainting existing buildings within the Commercial Zone districts

**RECOMMENDATION**

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

1. Waive full reading and adopt by title only an Ordinance of the City Council of the City of Madera 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) regarding Exterior Colors in Commercial Zone Districts.

**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) 2026-01, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code at a public hearing held on May 6, 2026.

The City Council expressed concerns regarding painting of commercial structures with colors that distract from the character of established commercial zones during the Councilmember Reports/Announcement/Future Agenda Items portion of the Council Agenda for the regularly scheduled meeting of the Council held on February 4, 2026.

Staff presented an Administrative Report to the City Council on February 18, 2026. The City Council discussed the City's authority under Government Code Section 65850 to adopt regulations, by ordinance, to protect the community's "scenic beauty" and general welfare, including regulation of paint color. The Council direction was to establish standards for Commercial zone districts through pre-approved palettes of colors for new development and to require administrative approval when repainting existing buildings in Commercial zones with an emphasis on prohibition of certain "nuisance" colors that are garishly bright or psychedelic colors.

The City Council directed staff to bring forward a resolution to initiate an Ordinance Text Amendment regarding permitted color palettes for new development and repainting of existing structures in Commercial zones. City Council Resolution No. 26-45, an Initiation of a Text Amendment to the Zoning Regulations of the City Municipal Code to Establish Permitted Color Palettes for New Development and Repainting of Existing Structures in the Commercial Zones was adopted by the City Council on March 18, 2026.

As a result, the City initiated Ordinance Text Amendment (OTA) 2026-01 to Chapter 3 of Title X: Planning and Zoning of the City Municipal Code. Staff propose the Council adopt the proposed Ordinance which will repeal Section 10-3.419 (RESERVED) and add a new Section 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS to set the standards for approval of exterior paint colors for structures within Commercial Zones.

**ANALYSIS:**

OTA 2026-01 would amend the Zoning Regulations (Chapter 3 of Title X: Planning and Zoning of the CMC), by repealing Section 10-3.419 (RESERVED) in its entirety and adding a new Section 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS, to set standards for approval of exterior paint colors for structures within Commercial Zones. These proposed standards include the adoption of permitted color palettes by resolution of the City Council for purposes of use in new development and the repainting of existing structures in Commercial zone districts. The proposed standards also establish a ministerial review and approval process for repainting existing structures in Commercial zone districts, as well as the provision of an appeal process (to the Planning Commission and ultimately to the City Council).

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 April 21, 2026. Following Planning Commission's review, the Planning Commission adopted Resolution No. 2049, 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.

The draft Ordinance specifies that the City-approved color palette is to be adopted by resolution of the City Council. A draft color palette and application form are included within this staff report. Following the public hearing, introduction and contingent upon Council adoption of the ordinance, a resolution approving the color palette will be brought before the City Council at a subsequent meeting.

**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 2026-01 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 commercial districts. 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 2026-01. Staff and the Planning Commission recommend that the Council:

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) regarding Exterior Colors in Commercial Zone Districts.

**ALTERNATIVES:**

As an alternative, the Council may elect to:

1. 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).
2. Move to deny the request based on specified findings (Council to articulate reasons for denial).
3. Provide staff with other alternative directives.

**ATTACHMENTS:**

1. City Council Resolution No. 26-45 (Intention to Initiate)

2. Planning Commission Resolution No. 2049 (Recommendation)
3. City Council Ordinance

# ATTACHMENT 1

City Council Resolution 26-45

**RESOLUTION NO. 26-45**

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO INITIATE PROCEDURE TO AMEND CHAPTER 3, TITLE X OF THE CITY MUNICIPAL CODE RELATING TO COMMERCIAL ZONES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-3.1500 ET SEQ. OF THE CITY MUNICIPAL CODE**

**WHEREAS,** on February 18, 2026, City of Madera City Council (Council), during the Administrative Reports section of its regularly scheduled meeting, directed staff to bring forward an item regarding Permitted Color Palettes for New Development and Repainting of Existing Structures in Commercial Zones; and

**WHEREAS,** Government Code Section 65850 provides cities with e authority to adopt regulations to protect the community's "Scenic beauty" and general welfare, including regulation of paint color; and

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

**WHEREAS,** City staff is requesting an Initiation of Procedure to amend the text of the Zoning Regulations in accordance with direction provided by Council; and

**WHEREAS,** pursuant to City Municipal Code Section 10-3.1502, initiation of amendments to the Zoning Regulations in Chapter 3, Title X may be made by the Council by resolution and referred to the Planning Commission for public hearing and recommendations to the Council.

**NOW, THEREFORE,** the City Council of the City of Madera does hereby resolve, find and order as follows:

1. The recitals listed above are true and correct.
2. The Council hereby initiates a zoning text amendment ("ordinance") to the City Municipal Code relating to Permitted Color Palettes for New Development and Repainting of Existing Structures in Commercial Zones
3. The Resolution is effective immediately upon adoption.

*****

PASSED AND ADOPTED by the City Council of the City of Madera on this 18th day of March 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

# ATTACHMENT 2

Planning Commission Resolution 2049

**RESOLUTION NO. 2049**

**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 Resolution of Intention and referred to the Planning Commission for public hearing and recommendations to the Council; and

**WHEREAS,** at the regularly scheduled meeting of the City of Madera City Council held on March 18, 2026, the City Council adopted Resolution No. 2049, a Resolution of Intention to initiate procedure to amend Title X, Chapter 3 of the City Municipal Code (CMC) relating to: Commercial Zone Exterior Paint Color (CMC § 10-3.4.415.1); 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 2026-01; and

**WHEREAS,** the City provided notice of the Commission meeting on April 14, 2026, as required by law; and

**WHEREAS,** the Planning Commission hearing of April 14, 2026, was continued to April 21, 2026; and

**WHEREAS,** the Commission received and independently reviewed OTA 2026-01 at the duly noticed meeting on April 21, 2026; and

**WHEREAS,** at the April 21, 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 2026-01, 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 2026-01, 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 21st day of April 2026, by the following vote:

AYES: Commissioners Abel Perez, Balwinder Singh, Saim Mohammad, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.
NOES: Commissioner Tim Riche

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

David Brletic
Planning Manager

Exhibit "A" – OTA 2026-01 Draft Ordinance

# ATTACHMENT 3

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) REGARDING EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS.**

**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 City Council (Council) whenever the public necessity, convenience, general welfare, or good zoning practices require; and

**WHEREAS,** at the regularly scheduled meeting of the Council held on March 18, 2026, the Council adopted Resolution No. 26-45 initiating the procedure for Ordinance Text Amendment (OTA) 2026-01 to amend the provisions of the Zoning Regulations to set standards for approval of exterior paint colors, which are applicable to new construction and repainting existing buildings in the Commercial zone districts; 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 2026-01 on April 21, 2026, conducted a public hearing and after due consideration of all the items before it, adopted Resolution No. 2049 recommending that the Council approve OTA 2026-01; 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 May 6, 2026, on April 25, 2026, as required by law; and.

**WHEREAS,** the Council received and independently reviewed OTA 2026-01 at the regularly scheduled meeting of the Council held on May 6, 2026; and

**WHEREAS,** at the May 6, 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 2026-01 and adopt this Ordinance amending Chapter 3 of Title X: Planning and Zoning of the CMC by repealing Section 10-3.419 (RESERVED) and adding a new 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 2026-01 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 2026-01: The Council hereby approves OTA 2026-01, hereby amending Chapter 3 of Title X of the CMC by repealing Section 10-3.419 (RESERVED) in its entirety and adding a new Section 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS 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;

(2) Additions to existing buildings;

(3) Reconstruction of existing buildings caused by a natural disaster or other catastrophic event;

(4) Repainting of existing buildings.

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

(B) *Color selection.*

(1) Exterior façade colors of structures within commercial zones shall be low reflectance, subtle, neutral or earth tone colors. The use of high-intensity or fluorescent colors is prohibited. The City-approved color palette is as adopted by resolution of the City Council.

(2) Trim and accent areas up to a maximum of 10 percent of the building façade may feature brighter, more intense colors, including primary colors.

(3) The transition between base and accent colors shall relate to changes in building materials or the change of building surface planes. Colors shall not meet or change without some physical change or definition to the surface plane.

(C) *Approval required.* Except as specifically provided in this article, no person shall paint the exterior of any commercially zoned building, without having first obtained an approval from the City regarding the color selected.

(D) *Application.* An application for an exterior paint permit shall be made to the Planning Department.

(E) *Fee*. There shall be no fee required for the exterior paint permit.

(F) *Compliance*. The provisions of this section shall apply to all new construction and repainting proposed after the adopted ordinance.

(G) *Appeals*.

(1) The applicant or any aggrieved person may appeal, in writing, setting forth his reasons for such appeal, to the Planning Commission. Such appeal shall be filed with the Community Development Director within 15 days after the receipt of the notice of such decision. The appeal shall be placed on the agenda of the Commission's next available regular meeting after the appeal is filed. The Commission shall review the sign review permit and shall approve, approve with conditions, or disapprove, based on the criteria set forth in § 10-3.419 (B). The decision of the Commission shall be final unless appealed to the Council.

(2) The applicant or any aggrieved person may appeal, in writing, setting forth his reasons for such appeal, to the Council within 15 days after the Commission's decision. The appeal shall be filed with the City Clerk and shall be placed on the agenda of the Council's next available regular meeting after the appeal is filed. The Council shall review the application and shall approve, approve with conditions, or disapprove, based on the criteria set forth in §10-3.419 (B). The decision of the Council shall be final.

(3) The appellant or his authorized representative shall appear in person at the appropriate Planning Commission hearing and/or the Council hearing. If no such appearance is made by the appellant or his or her authorized representative, and no continuance of such hearing has been sought, the appeal shall be automatically denied.

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:**

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** B-5

**SUBJECT:**

Sale Agreement for a manufactured home located at 1218 E. Cleveland Ave., Space 19 (Marcelino Castro and Guillermina Beltran)

**RECOMMENDATION:**

Adopt a Resolution rescinding Resolution No. 26-32 approving staff sale agreement negotiations for the mobile home located at 1218 E. Cleveland Ave. Space 19, Madera CA, 93638 and approving the updated terms to the Sale Agreement for said mobile home of $30,000

**SUMMARY:**

In 2018, the City received a grant award to assist owners with the purchase or rehabilitation of a manufactured home. Fifteen loans were funded. Over time, three of the original defaulted on their loans. As a result of these defaults, the City assumed ownership of the homes. At the direction of the City Council, staff placed the homes for sale. During the Council meeting on March 4, 2026, a sale agreement for one of the manufactured homes was approved. However, after Council's initial approval, updated terms to the agreement were submitted. Those terms were a lower purchase price, no seller's credit for buyer's closing costs, and no financing for the sale.

Staff is requesting Council approval of the revised terms for the sale agreement previously approved.

**DISCUSSION:**

The Office of Housing and Community Development (HCD) awarded the City with a $1,000,000 CalHOME Program, Owner- Occupied Residential Rehabilitation or Replacement of Manufactured Housing Grant in 2018. The City funded 15 loans to assist families residing in the Meadows Mobile Home Park. The terms of the loans require the homeowner to remain in the unit through the 15-year affordability period. In the event the

homeowner is unable to meet these terms, the loan defaulted. Staff made diligent and good-faith efforts to collaborate with the homeowner to prevent foreclosure.

Over the last few years, three loans went into default when the owners passed away and their heirs indicated they had no interest in fulfilling the terms of the loans. Consequently, the City gained ownership of these three units through the foreclosure process. The City assumed ownership of Space 19 on January 29, 2024.

Assumption of these units resulted in the City paying monthly rent to the Meadows. To stop these rent payments, staff received guidance from Council on March 6, 2024 to move forward with the sale of the units. On July 21, 2025, the units were listed on the open market. The mobile homes were marketed on the Fresno MLS. The listing price was $42,000.

The City received an offer for Space 19 on January 12, 2026. After reviewing the initial offer, the City counter-offered with the following terms:

1. Purchase price lowered to $40,000
2. The City did not accept the buyers request to split the cost of the home warranty.
3. The City did not agree to pay the buyer's broker any amount of compensation.
4. The City agreed to a $5,000 credit for buyer's closing costs.

Council approved the terms of the counteroffer on March 4, 2026. The seller accepted the City's counteroffer on February 10, 2026, and a 35-day escrow began. As is normal in a sale of property, home inspections were conducted to determine if there were any issues with the residence that needed to be resolved before escrow closed. During the home inspection of this property, it was discovered that the mobile home's air conditioner is inoperable. In response to this discovery, the buyer requested either the installation of a new air conditioning unit, or a reduction in the purchase price so that a new unit could be purchased by the buyer. . On April 10, 2026, staff received a counteroffer to the previously agreed upon terms of sale. The requested changes to the City's counteroffer include the following terms:

1. Purchase price lowered to $30,000
2. No seller concession of $5,000 credit for buyer's closing costs.
3. Purchase of the manufactured home will be a cash purchase.

**FINANCIAL IMPACT:**

After applying the updated terms of sale, paying seller's broker's commission, and paying all fees associated with the transfer of ownership, the City is projected to net $24,099.67 on this sale. Home program income has been used to cover rent expenses for Space 19. The City has been paying monthly rent for 26 months. The total paid to date is $23,001.94. Proceeds of the sale will

go to reimburse the Home Fund for rent paid. Any additional proceeds left over after reimbursing the rent expenses incurred will be used on future homeownership loans.

**ALTERNATIVES:**

As an alternative, Council may:

1. Request additional information from staff prior to taking action.
2. Direct staff not to proceed with the counteroffer. However, this action may result in agreement cancellation fees.

**ATTACHMENTS:**

1. Attachment A – Resolution
    a. Exhibit 1 – Sale Agreement Offer and Counteroffer

**RESOLUTION NO. 26-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RESCINDING RESOLUTION NO. 26-32 WHICH APPROVED STAFF SALE AGREEMENT NEGOTIATIONS FOR THE MOBILE HOME LOCATED AT 1218 E. CLEVELAND AVE., SPACE 19, MADERA, CA 93638 AND APPROVING THE SALE OF THE MOBILE HOME FOR $30,000**

**WHEREAS**, the City of Madera entered into an agreement with the Office of Housing and Community Development (HCD) for the 14-CALHOME-9834 grant award in the amount of $1,000,000; and

**WHEREAS,** the City of Madera (City) provided housing assistance to 15 residents of the Meadows Mobile Home park in the form of down payment or rehabilitation of manufactured housing; and

**WHEREAS,** the City, through the foreclosure process, assumed ownership of the unit located at 1218 E. Cleveland Ave. Space 19, Madera, CA 93638 on January 29, 2024; and

**WHEREAS,** on March 6, 2024, Council provided staff guidance to proceed with the sale of the mobile home; and

**WHEREAS,** the City Manager received and reviewed a Sale Agreement dated January 12, 2026; and

**WHEREAS,** the City Manager executed a counteroffer on February 4, 2026; and

**WHEREAS,** the City's counteroffer was accepted on February 10, 2026, and a 35-day escrow opened; and

**WHEREAS,** on March 4, 2026 Council adopted Resolution No. 26-32 accepting the sale agreement for the manufactured home in the amount of $40,000;

**WHEREAS**, the City received and reviewed a subsequent counteroffer requesting to lower the purchase price to $30,000; and

**WHEREAS**, staff recommends approval of the updated Sale Agreement negotiations for the purchase of the mobile home unit located at 1218 E. Cleveland Ave., Space 19, Madera, CA 93638 in the amount of $30,000.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Council rescinds Resolution No. 26-32.
3. Council approves the Sale Agreement negotiations for the purchase of the mobile home unit located at 1218 E. Cleveland Ave., Space 19, Madera, CA 93638 in the amount of $30,000, of which a copy of the offer and counteroffer is attached as Exhibit A to this resolution and incorporated by reference.
4. This resolution is effective immediately upon adoption.

Authentisign ID: D79F83BC-DC32-F111-8EF2-000D3A55CAFE



CALIFORNIA ASSOCIATION OF REALTORS®

# AMENDMENT OF EXISTING AGREEMENT TERMS No. *One*

**(C.A.R. Form AEA, Reviewed 6/25)**

This is a proposal to amend ("Amendment") the terms and conditions of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other _____ ("Agreement"), which was already mutually executed by the Parties, dated _____, on property known as ***1218 E Cleveland Ave Space 19 , Madera, Ca 93638*** (Property/Premises), in which ***Marcelino Castro, Guillermina Reyes Beltran*** is referred to as ("Buyer/Tenant") and ***City of Madera*** is referred to as ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

1. ***Purchase price to be Total of $30,000***
***No seller concessions to buyers***
***All parties are aware the purchase will be a cash purchase***
***All parties are aware Buyer #2 Guillermina Reyes Beltran***
***Close of escrow to be 4/24/2026 or sooner***

2. **EXPIRATION:** ☒ Buyer/Tenant, ☐ Seller/Housing Provider proposes this Amendment Of Existing Agreement Terms, which: **(i)** may be withdrawn by the Party initiating this proposed Amendment at any time prior to acceptance, and **(ii)** shall be deemed revoked unless by 5:00 PM on the third Day after it is Signed by the initiating Party (or by _____ ☐ AM ☐ PM on _____ date) this proposed Amendment is Signed by the other Party and a Copy of this Amendment is Delivered to the initiating Party.
☒ Buyer/Tenant, ☐ Seller/Housing Provider Marcelino Castro 04/08/26 ***Marcelino Castro*** Date _____
☒ Buyer/Tenant, ☐ Seller/Housing Provider Guillermina Reyes Beltran 04/08/26 ***Guillermina Reyes Beltran*** Date _____

3. **ACCEPTANCE:** The foregoing terms and conditions amending the existing Agreement are hereby accepted, and the undersigned agrees to the above terms and conditions and acknowledges receipt of a Copy of this Amendment Of Existing Agreement Terms. Upon Acceptance, this Amendment shall be deemed incorporated into the Agreement.
☐ Buyer/Tenant, ☒ Seller/Housing Provider _____ ***City of Madera*** Date _____
☐ Buyer/Tenant, ☒ Seller/Housing Provider _____ Date _____

**AMENDMENT NOT ACCEPTED:** _____/_____. This amendment was NOT accepted by Buyer/Tenant/Seller/Housing Provider on _____ (date). Buyer/Tenant/Seller/Housing Provider Initials

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**AEA REVIEWED 6/25 (PAGE 1 OF 1)**

EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

PARK PLACE REAL ESTATE

☐ (if checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

**SELLER AND BUYER RESPONSIBILITIES**

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

**Note: Real estate broker commissions are not set by law and are fully negotiable.**

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ *Marcelino Castro* Date 01-12-26

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ *Park Place Real Estate* DRE Lic. # *02104118*
Real Estate Broker (Firm)

By _____ *Rosa Ochoa* DRE Lic. # *01907113* Date 1/12/26
(Salesperson or Broker-Associate, if any)

EQUAL HOUSING OPPORTUNITY

## CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

**2079.13**. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

**2079.14. (a)** A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

**(d)** The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23 (a)** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA ASSOCIATION OF REALTORS®

# CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/25)

PARK PLACE REAL ESTATE

Date Prepared: 1/12/2026

1. OFFER:
   A. THIS IS AN OFFER FROM Marcelino Castro ("Buyer").
   B. THE PROPERTY to be acquired is 1218 E Cleveland Avenue 19, situated in Madera (City), Madera (County), California, 93638 (Zip Code), Assessor's Parcel No(s). 910005504000 ("Property").
      (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
   D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.
2. AGENCY:
   A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.
      Seller's Brokerage Firm Realty Concepts, Ltd. - Fresno License Number 01100967
      Is the broker of (check one): [X] the Seller; or [ ] both the Buyer and Seller (Dual Agent).
      Seller's Agent Alyson C. Jansen License Number DRE #01700976
      Is (check one): [X] the Seller's Agent. (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
      Buyer's Brokerage Firm Park Place Real Estate License Number 02104118
      Is the broker of (check one): [X] the Buyer; or [ ] both the Buyer and Seller (Dual Agent).
      Buyer's Agent Rosa Ochoa License Number 01907113
      Is (check one): [X] the Buyer's Agent (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
   C. [ ] More than one Brokerage represents [ ] Seller, [ ] Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a [X] "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

| | Para # | Paragraph Title or Contract Term | Terms and Conditions | Additional Terms |
|---|---|---|---|---|
| A | 5, 5B (cash) | Purchase Price | $ 40,000 | [ ] All Cash |
| B | | Close Of Escrow (COE) | [X] 35 Days after Acceptance OR on [ ] _____ (date) | |
| C | 32A | Expiration of Offer | 3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or _____ [ ] AM/[ ] PM | |
| D(1) | 5A(1) | Initial Deposit Amount | $ 2000 (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term) | within 3 (or _____) business days after Acceptance by wire transfer OR [ ] _____ |
| D(2) | 5A(2) | [ ] Increased Deposit | See attached Increased Deposit Addendum (C.A.R. Form IDA) | |
| E(1) | 5C(1) | Loan Amount(s): First | $ 32000 (_____% of purchase price) | Conventional or, if checked, [ ] FHA (Forms FVAC/HID attached) [ ] VA (Form FVAC attached) [ ] Seller Financing [X] Other: Chattel Personal Property |
| | | Interest Rate | Fixed rate or [ ] Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain the rate above | |
| | | Points | | |
| | | If FHA or VA checked, Deliver list of lender required repairs | 17 (or _____) Days after Acceptance | |
| E(2) | 5C(2) | Additional Financed Amount | $ _____ (_____% of purchase price) | Conventional or, if checked, Loan [ ] Seller Financing [ ] Other: _____ |
| | | Interest Rate | Fixed rate or [ ] Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above | |
| | | Points | | |
| E(3) | 7A | Occupancy Type | Primary, or if checked, [ ] Secondary [ ] Investment | |
| F | 5D | Balance of Down Payment | $ 800 | |
| | | PURCHASE PRICE TOTAL | $ 40,000 | |

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| | | | | |
|---|---|---|---|---|
| G | SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS | | | |
| G(1) | 5E | ☒ Seller Credit to Buyer | $ 5,000 | For closing costs |
| G(2) | | ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): | | |
| G(3) | 18A | ☒ Seller Payment to Compensate Buyer's Broker | Seller agrees to pay Buyer's Broker, out of transaction proceeds, ____ % of the final purchase price AND, if applicable $ 2,500 OR, if checked ☐ $ ____ . | |
| H(1) | 5B | Verification of All Cash (sufficient funds) | Attached to the offer or ☐ 3 (or ____) Days after Acceptance | |
| H(2) | 6A | Verification of Down Payment and Closing Costs | Attached to the offer or ☐ 3 (or ____) Days after Acceptance | |
| H(3) | 6B | Verification of Loan Application | Attached to the offer or ☐ 3 (or ____) Days after Acceptance | ☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval |
| I | | Intentionally Left Blank | | |
| J | 16 | Final Verification of Condition | 5 (or ____) Days prior to COE | |
| K | 23 | Assignment Request | 17 (or ____) Days after Acceptance | |
| L | | CONTINGENCIES | TIME TO REMOVE CONTINGENCIES | CONTINGENCY REMOVED |
| L(1) | 8A | Loan(s) | 17 (or ____) Days after Acceptance | ☐ No loan contingency |
| L(2) | 8B | Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ ____ | 17 (or ____) Days after Acceptance | ☐ No appraisal contingency<br>Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. |
| L(3) | 8C, 12 | Investigation of Property | 17 (or ____) Days after Acceptance | REMOVAL OR WAIVER OF CONTINGENCY:<br>Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I.<br>☐ CR-B attached |
| | | Informational Access to Property<br>Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed. | 17 (or ____) Days after Acceptance | |
| L(4) | 8D | Insurance | 17 (or ____) Days after Acceptance | |
| L(5) | 8E, 14A | Review of Seller Documents | 17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later | |
| L(6) | 8F, 13A | Preliminary ("Title") Report | 17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later | |
| L(7) | 8G, 11M | Common Interest Disclosures Per Civil Code § 4525 or Agreement | 17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later | |
| L(8) | 8H, 9B(6) | Review of leased or liened items (E.g. solar panels or propane tanks) | 17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later | |
| L(9) | 8K | Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached | | |
| M | | Possession | Time for Performance | Additional Terms |
| M(1) | | Time of Possession | Upon notice of recordation, OR ☐ 6 PM or ____ ☐ AM/ ☐ PM on date specified, as applicable, in 3M(2) or attached TOPA. | |
| M(2) | 7D | Seller Occupied or Vacant units | COE date or, if checked below,<br>☐ ____ days after COE (29 or fewer days)<br>☐ ____ days after COE (30 or more days) | C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days. |
| M(3) | 4A, 7A | Occupied units by tenants or anyone other than the Seller | Subject to tenant rights, unless primary or secondary residence in 3E(3), or Otherwise Agreed (TOPA may be used) | See 7A if TOPA is not attached.<br>☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached. |
| N | | Documents/Fees/Compliance | Time for Performance | |
| N(1) | 14A | Seller Delivery of Documents | 7 (or ____) Days after Acceptance | |
| N(2) | 19B | Sign and return Escrow Holder Provisions and Instructions | 5 (or ____) Days after Delivery | |
| N(3) | 11M(2) | Time to pay fees for ordering HOA Documents | 3 (or ____) Days after Acceptance | |
| N(4) | 10B(1) | Install smoke alarm(s), CO detector(s), water heater bracing | 7 (or ____) Days after Acceptance | |
| N(5) | 24 | Evidence of representative authority | 3 Days after Acceptance | |
| O | | Intentionally Left Blank | | |



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com Marcelino Castro

| P | Items Included and Excluded | | | |
|---|---|---|---|---|
| P(1) | 9 | Items Included - All items specified in Paragraph 9B are included and the following, if checked: | | |
| | | ☒ Stove(s), oven(s), stove/oven combo(s);<br>☐ Refrigerator(s);<br>☐ Wine Refrigerator(s);<br>☐ Washer(s);<br>☐ Dryer(s);<br>☐ Dishwasher(s);<br>☐ Microwave(s);<br>Additional Items Included:<br>☐ _____. | ☐ Video doorbell(s);<br>☐ Security camera equipment;<br>☐ Security system(s)/alarm(s), other than separate video doorbell and camera equipment;<br>☐ Smart home control devices;<br>☐ Wall mounted brackets for video or audio equipment;<br>☐ _____.<br>☐ _____. | ☐ Above-ground pool(s) / ☐ spa(s);<br>☒ Bathroom mirrors, unless excluded below;<br>☐ Electric car charging systems and stations;<br>☐ Potted trees/shrubs;<br>☐ _____.<br>☐ _____. |
| P(2) | | Excluded Items:<br>☐ _____; | ☐ _____; | ☐ _____; |

| Q | Allocation of Costs | | | |
|---|---|---|---|---|
| | Para # | Item Description | Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) | Additional Terms |
| Q(1) | 10A, 11A | Natural Hazard Zone Disclosure Report, including tax information | ☐ Buyer ☒ Seller ☐ Both _____<br>☐ Provided by: _____ | ☒ Environmental<br>☐ Other _____ |
| Q(2) | | Optional Wildfire Disclosure Report _____ | ☐ Buyer ☐ Seller ☐ Both _____<br>Provided by: _____ | |
| Q(3) | | (A) _____ Report<br>(B) _____ Report | ☐ Buyer ☐ Seller ☐ Both _____<br>☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(4) | 10B(1) | Smoke alarms, CO detectors, water heater bracing | ☐ Buyer ☒ Seller ☐ Both _____ | |
| Q(5) | 10A<br>10B(2) | Government Required Point of Sale inspections, reports | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(6) | 10B(2) | Government Required Point of Sale corrective/remedial actions | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(7) | 19B | Escrow Fee | ☐ Buyer ☐ Seller ☐ Both _____<br>Escrow Holder: ***Title Co. of Seller's choice*** | ☒ Each to pay their own fees |
| Q(8) | 13 | Owner's title insurance policy | ☐ Buyer ☒ Seller ☐ Both _____<br>Title Co. (If different from Escrow Holder): ***Title Co. of Seller's choice*** | |
| Q(9) | | Buyer's Lender title insurance policy | Buyer | Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. |
| Q(10) | | County transfer tax, fees | ☐ Buyer ☒ Seller ☐ Both ***if applicable*** | |
| Q(11) | | City transfer tax, fees | ☐ Buyer ☒ Seller ☐ Both ***if applicable*** | |
| Q(12) | 11M(2) | HOA fee for preparing disclosures | Seller | |
| Q(13) | | HOA certification fee | Buyer | |
| Q(14) | | HOA transfer fees | ☐ Buyer ☐ Seller ☐ Both _____ | Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee. |
| Q(15) | | Private transfer fees | Seller, or if checked, ☐ Buyer ☐ Both | |
| Q(16) | | _____ fees or costs | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(17) | | _____ fees or costs | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(18) | 10C | Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ | ☐ Buyer ☐ Seller ☒ Both _____<br>Issued by: _____<br>☐ Buyer waives home warranty plan | If Seller or Both checked, Seller's cost not to exceed $ ***580.00*** |

| R | OTHER TERMS: _____ |
|---|---|



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4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)
   A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   - ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
   - ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
   - ☒ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
   - ☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
   - ☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
   - ☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA) ☐ Other _____

   B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   - ☐ Addendum # _____ (C.A.R. Form ADM)
   - ☐ Back Up Offer Addendum (C.A.R. Form BUO)
   - ☐ Short Sale Addendum (C.A.R. Form SSA)
   - ☐ Court Confirmation Addendum (C.A.R. Form CCA)
   - ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
   - ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
   - ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
   - ☐ Other _____
   - ☐ Other _____

   C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**
   - ☒ Buyer's Investigation Advisory (C.A.R. Form BIA)
   - ☒ Wire Fraud Advisory (C.A.R. Form WFA)
   - ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
   - ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
   - ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)
   - ☐ Trust Advisory (C.A.R. Form TA)
   - ☐ REO Advisory (C.A.R. Form REO)
   - ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
   - ☐ Probate Advisory (C.A.R. Form PA)
   - ☐ Other _____
   - ☐ Other _____
   - ☐ Other _____
   - ☐ Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **DEPOSIT:**
   (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
   (2) **RETENTION OF DEPOSIT: Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

   B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

   C. **LOAN(S):**
   (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
   (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
   (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
   (4) **FHA/VA: If FHA or VA is checked in paragraph 3E(1),** a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1),** Deliver to Seller written notice (C.A.R. Form RR or AEA) **(i)** of any lender requirements that Buyer requests Seller to pay for or otherwise correct or **(ii)** that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

   D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

   E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. **ADDITIONAL FINANCING TERMS:**
   A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

   B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

   C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. **CLOSING AND POSSESSION:**
   A. **OCCUPANCY:** If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: **(i)** the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and **(ii)** if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**
   B. **CONDITION OF PROPERTY ON CLOSING:**
   Unless Otherwise Agreed: **(i)** the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; **(iii)** Except as specified in **paragraph 9C**, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and **(iv)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring Legal Action, as per this Agreement, to receive reasonable costs from Seller.
   C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
   D. **SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to **(i)** consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and **(ii)** consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
   E. **At Close Of Escrow: (i)** Seller assigns to Buyer any assignable warranty rights for items included in the sale; and **(ii)** Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
   F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. **CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**
   A. **LOAN(S):**
      (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR-B form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
      (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
      (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
      (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
      (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
   B. **APPRAISAL:**
      (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR-B form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
      (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
      (3) **FAIR APPRAISAL ACT NOTICE:**
         (A) Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
         (B) If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12.**

D. **INSURANCE:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

E. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 14A.**

F. **TITLE:**
(1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11M** ("CI Disclosures").

H. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY (IF APPLICABLE):** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(8)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(8)**, refuses or is unable to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

I. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

J. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
(1) **For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

K. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(9).**

9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. **ITEMS INCLUDED IN SALE:**
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance.**
**Note:** If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.
(3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
(5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.

(6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

(7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: **(i)** All items specified in **paragraph 3P(2)**; **(ii)** audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; **(iii)** furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. **ALLOCATION OF COSTS:**

A. **INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5)** only determine who is to pay for the inspection, report, test, certificate, or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **paragraph 3N(1)**.

B. **GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(5) and 3Q(6)** and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in C.A.R. Form FHDS. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. **HOME WARRANTY:**

(1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

11. **STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**

A. **TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to **(i)** conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or **(ii)** complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: **(i)** unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; or **(ii)** if exempt from the obligation to provide a TDS, complete either an Exempt Seller Disclosure (C.A.R. Form ESD) or Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer.

(4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**

B. **LEAD DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").

(2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. **HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010 , Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: **(i)** a home hardening disclosure required by law; and **(ii)** a statement of features on the Property of which Seller is aware that may make the home vulnerable to wildfire and flying embers; **(iii)** a list of possible low cost fire hardening retrofits identifying which ones Seller has completed; and **(iv)** a final inspection report regarding compliance with home fire hardening if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. **DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer **(i)** a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and **(ii)** an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. **ELECTRICAL SYSTEM INSPECTION ADVICE DISCLOSURE:** For any transaction in which a TDS is required, Seller advises the Buyer as follows: "In a purchase of real property, it may be advisable to obtain an inspection by a qualified professional of the electrical system(s) of any buildings, including, but not limited to, the main service panel, the subpanel(s), and wiring. Substandard, recalled, or faulty wiring may cause a fire risk and may make it difficult to obtain property insurance. Limited electrical capacity may make it difficult to support future electrical additions to the building(s), such as solar generation, electric space heating, electric water heating, or electric vehicle charging equipment."

F. **WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1)**, **11B**, **11C**, **11D** and **11E** are prohibited by Law.

G. **RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(5)** OR **5 Days** after Delivery of any disclosures specified in paragraphs **11A**, **B**, **C**, or **D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

H. **TERMINATION RIGHTS:**

(1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A**, **B**, **C**, **D**, or **E**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.

(2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11G**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

I. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Esorow Holder.

J. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

L. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

M. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR), unless Seller has otherwise Delivered to Buyer the most current version of any such document: **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

N. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

O. **BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.

P. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general home inspection.

(B) An inspection for lead-based paint and other lead-based paint hazards.

(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(D) Any other specific inspections of the physical condition of the land and improvements.

(2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

A. **PRELIMINARY REPORT:** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. **CONDITION OF TITLE:** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. **DISCLOSURE TO BUYER:** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. **FEDERAL REPORTING REQUIREMENT - GEOGRAPHIC TARGETING ORDER:** If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

E. **SELLER DELIVERY OF INFORMATION:** Seller shall, within **7 Days** after request, give Escrow Holder necessary information to clear title.

F. **DEED AND VESTING:** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. **TITLE INSURANCE POLICY:** Buyer shall receive an "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between an ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

**14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).**

A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible to provide to Buyer as specified in **paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11I, 11L, 11M, 11N, 11O, 11P, 13A, 13C, 24, and, if applicable, C.A.R. Form SWPI.**

B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**

(1) Buyer has the time specified in **paragraph 3** to: **(i)** perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.

(2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11H**.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 14C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to **paragraph 14C(1)**.

C. **SELLER RIGHT TO CANCEL:**

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); **(iv)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; **(v)** Deliver a letter as required by **paragraph 6B**; **(vi)** In writing assume or accept leases or liens specified in **paragraph 8H**; **(vii)** Return Statutory and Other Disclosures as required by **paragraph 11G**; **(viii)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13D**; **(ix)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 24**; **(x)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 29**; or **(xi)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. **BUYER RIGHT TO CANCEL:**
(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 14G**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. **EFFECT OF REMOVAL OF CONTINGENCIES:**
(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

15. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments to third parties, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.


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18. **BROKERS AND AGENTS:**
    A. **COMPENSATION:**
    (1) **Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer is advised that Buyer's Broker should not receive compensation from any source in excess of the amount in the buyer representation agreement. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
    (2) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this Agreement and may pursue Seller for failure to pay the amount specified in this Agreement.
    B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

19. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    A. **ESCROW INSTRUCTION PARAGRAPHS: The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11I, 11M(2), 13 (except 13C), 14H, 17, 18A, 19, 23, 24, 25, 28, 32,** and **33.** The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
    B. **ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11,** or elsewhere in this Agreement.
    C. **COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11I**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11I**.
    D. **BROKER COMPENSATION:**
    (1) **PAYMENT:** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A**. If a Copy of the separate compensation agreement(s), including if applicable **paragraph 3G(3)** of this Agreement, is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
    (2) **COMPENSATION DISCLOSURE:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: **(i)** the amount of compensation paid to Seller's Broker; and **(ii)** if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 19D**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 19D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
    E. **INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
    F. **VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and** C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
    G. **DELIVERY OF AMENDMENTS:** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

20. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be input into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. **ATTORNEY FEES AND COSTS:** In any Legal Action between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 30A.**
23. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's wholly-owned entity or trust that exists at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first obtaining Seller's separate written consent to a specified assignee (C.A.R. Form AOAA). Buyer shall, within the time specified in **paragraph 3K**, Deliver to Seller any request to assign this Agreement. Seller shall not unreasonably withhold such consent. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Seller's withholding of consent shall be deemed reasonable if: **(i)** Buyer is to receive any monetary or other consideration for the assignment; **(ii)** Buyer makes any misrepresentation(s) to Seller about any aspect of the assignment; or **(iii)** Buyer Delivers an assignment request to Seller after the time specified in **paragraph 3K**. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is Buyer's wholly-owned entity or trust, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender stating assignee is preapproved or prequalified as specified in **paragraph 6B**. Should assignee fail to deliver such letter, Seller, after first giving assignee a Notice to Buyer to Perform, may terminate the assignment. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller. Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment, as specified in this paragraph.
24. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 32** or **33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California; and **(ii)** shall Deliver to the other Party and Escrow Holder, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5)), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
25. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
    I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) Consistent with California Civil Code § 11, after Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    J. **"Day"** or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.

K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means *(i)* a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the in-box for the applicable Party or Authorized Agent; or *(ii)* an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or Google Drive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and recipient opening, the document by link.

L. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

N. **"Legal Action"** means a lawsuit or legal proceeding in arbitration or court.

O. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33.**

P. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.

Q. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

R. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

27. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. **If at least one but not all Parties initial, a counter offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By Signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

28. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

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**PROCEED TO NEXT PAGE**

29. LIQUIDATED DAMAGES (By initiating in the space below, you are agreeing to Liquidated Damages):
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials M / C Seller's Initials A R / _____

30. MEDIATION:
A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Dispute Resolution Center for Real Estate (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences Legal Action without first attempting to resolve the matter through mediation, or (ii) before commencement of Legal Action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. ARBITRATION OF DISPUTES:
A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials M / C Seller's Initials A R / _____



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32. **OFFER**

A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 24** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

C. The RPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **BUYER SIGNATURE(S):**

(Signature) By, X _____ Date: 01-12-26

Printed name of BUYER: *Marcelino Castro*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. **ACCEPTANCE**

A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.
**Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.**
Seller shall return and include the entire agreement with any response.

☒ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☒ **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): City of Madera

(3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 24** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Arnoldo Rodriguez.

C. The RPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **SELLER SIGNATURE(S):**

(Signature) By, Arnoldo Rodriguez Date: 2/4/26

Printed name of SELLER: *City of Madera*

☐ Printed Name of Legally Authorized Signer: Arnoldo Rodriguez Title, if applicable, City Manager

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Property Address: *1218 E Cleveland Avenue 19, Madera, CA 93638* Date: 1/12/2026

**REAL ESTATE BROKERS SECTION**

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm *Park Place Real Estate* DRE Lic. # *02104118*
By *Rosa Ochoa* DRE Lic. # *01907113* Date 1/12/26
By _____ DRE Lic. # _____ Date _____
Address *418 Clovis Ave* City *Clovis* State *CA* Zip *93612*
Email *rosa@parkplaceagents.com* Phone # *(559)718-4056*
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
**Designated Electronic Delivery Address(es): Email above or** _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm *Realty Concepts, Ltd. - Fresno* DRE Lic. # *01100967*
By *Alyson C. Jansen* DRE Lic. # *DRE #01700976* Date _____
By _____ DRE Lic. # _____ Date _____
Address *575 E. Alluvial Ste. 101* City *Fresno* State *CA* Zip *93720*
Email *ajansen@realtyconcepts.com* Phone # *(559)903-3028*
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
**Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or** _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials X_____ X_____ Seller's Initials A R / _____

**ESCROW HOLDER ACKNOWLEDGMENT:**
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder has the following license number # _____
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

**PRESENTATION OF OFFER:** AR / _____ Seller's Brokerage Firm presented this offer to Seller on 1/13/26 (date).
Agent or Seller Initials

**OFFER NOT ACCEPTED:** _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

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CALIFORNIA ASSOCIATION OF REALTORS®

# MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM

(C.A.R. Form MH-PA, Revised 6/24)

PARK PLACE REAL ESTATE

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other: _____ ("Agreement"), dated 11/12/2026 on property known as 1218 E Cleveland Avenue 19, Madera, CA 93638 ("Property"), in which City of Madera is referred to as ("Seller") and Marcelino Castro is referred to as ("Buyer"). This addendum is to be used for the purchase of any manufactured home or mobile home ("Manufactured Home"). Buyer and Seller are referred to as the "Parties."

1. **TYPE OF MANUFACTURED HOME:** (Check the applicable box below: paragraphs A1, A2 or B.)(Check ONLY one box.)
   A. **PERSONAL PROPERTY MANUFACTURED HOME:**
   (1) ☒ **A Manufactured Home On Leased Or Rented Land** (complete paragraph 2):
   Space Number 19 Park Name Meadows Mobile Home Park
   Park Address 1218 E Cleveland Ave City Madera County _____, CA Zip 93638
   OR (2) ☐ **A Manufactured Home To Be Sold with Real Property** (complete paragraph 2).
   Real Property Situated in City _____ County _____, CA Zip _____
   Assessor's Parcel No. _____
   **PURCHASE PRICE ALLOCATED AS FOLLOWS:**
   Manufactured Home $ _____
   Real Property $ _____
   OR B. ☐ **A REAL PROPERTY MANUFACTURED HOME** situated in (also complete applicable parts of paragraph 2):
   City _____ County _____, CA Zip _____ Assessor's Parcel No. _____
   A real property manufactured home is one that meets the following requirements:
   **(i)** A building permit is obtained from local authorities pursuant to Health and Safety Code § 18551; **(ii)** the manufactured home is affixed to a foundation pursuant to Health and Safety Code § 18551; **(iii)** a certificate of occupancy is issued by local authorities; and **(iv)** there is recordation with the local authorities of a form pursuant to Health and Safety Code § 18551.
2. **ADDITIONAL DESCRIPTION:**
   Manufacturer's Name _____ Model Skyline B425 Date Of Manufacture 2016
   Date Of First Sale _____
   Property is: ☐ On Local Property Tax Roll or ☐ Annual Registration and in Lieu Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless **(i)** Property has been converted to real property and title and registration surrendered to HCD or **(ii)** otherwise specified in writing.
   Approximate Width _____ Approximate Length _____ (Without Hitch) Expando Size _____
   HCD/HUD License/Decal Number: LBM8005
   SERIAL NUMBERS: 1. LWDO408LA 2. _____ 3. _____
   HCD/HUD Label/Insignia: 1. PFS1166327 2. _____ 3. _____
3. **ADDITIONAL SELLER FINANCING TERMS:** The following terms apply ONLY to financing of a personal property manufactured home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate and implement the following additional terms: **(i)** a clause requiring Buyer to comply with the terms of any rental/lease agreement entered into between Buyer and Park Owner/Landlord/Homeowners' Association (HOA) and to deliver to Seller a Copy of any modifications to the rental/lease agreement within 30 days of Buyer's receipt; **(ii)** a clause requiring Buyer to provide Seller a written 30-day notice prior to relocating the Property; and **(iii)** a clause prohibiting Buyer from installing the manufactured home on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal character as personal property, without Seller's prior written consent.
4. **ASSUMPTION:** IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.
5. **CAUTION: Obligations secured by mixed collateral (i.e; both personal and real property) are subject to complex rules and court decisions under the Civil Code, Commercial Code, and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of such obligations.**
6. **ADDITIONAL ALLOCATION OF COSTS** (if both is checked, costs to be split equally unless Otherwise Agreed):
   A. HCD fees for providing registration and title documents: Paid by ☐ Buyer ☒ Seller ☐ Both _____
   B. Use Tax charged at the point of sale: Paid by ☐ Buyer ☒ Seller ☐ Both _____
7. **SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:** Within the time specified for Delivery of Documents in the Agreement to which this Addendum is attached, Seller shall Deliver to Buyer, in writing, the following disclosure documentation and information:
   A. **REAL PROPERTY MANUFACTURED HOME:** Manufactured homes, even when converted to real property, must comply with HCD permit and approval requirements for alterations and repairs. If known to Seller, Seller shall disclose any alterations or repairs done without HCD permits or approvals.

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Park Place Real Estate, 418 Clovis Ave Clovis CA 93612 Phone 5597184056 Fax Marcelino Castro
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B. **ADDITIONAL REAL PROPERTY DISCLOSURES:** If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: **(i)** whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295); **(ii)** whether the Property is in, or adjacent to, and area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6); **(iii)** the presence of endangered, threatened, "candidate" species or wetlands on the Property; **(iv)** any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and (v) any abandoned mining operations on the Property.

C. **SMOKE DETECTOR:** Available manufacturer's information describing the operation, method and frequency of testing and property maintenance of any smoke alarm.

D. **MANUFACTURED HOME AND MOBILE HOME TRANSFER DISCLOSURE STATEMENT:** As applicable, all references to the Real Estate Transfer Disclosure Statement (TDS) in the Agreement to which this Addendum is attached, shall be read as, and shall mean, the Manufactured Home and Mobile Home: Transfer Disclosure Statement (MHTDS).

8. **RESIDENCY APPLICATION AND PARK RULES FOR PROPERTY LOCATED ON LEASED OR RENTED LAND:**
   A. Buyer's approval of the lease or rental agreement is a contingency of the Agreement. Within the time specified in the Agreement for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park rules and regulation, whichever occurs last, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.
   B. Buyer shall, within **5 (or ____) Days** after Acceptance, submit a completed residency application, and other required information, to Park/Landlord/HOA.
   C. Buyer obtaining residency approval is a contingency of the Agreement in favor of Buyer. Such approval shall be obtained **5 (or _____) Days** prior to Close Of Escrow. If approval is not obtained prior to this time, Buyer may cancel the Agreement. If Buyer removes this contingency without first having obtained park approval, and the park rejects the Buyer's residency application, Buyer understands that Buyer may be contractually obligated to complete the purchase even though Buyer may be required to remove the home from the park.
9. **PARK CONDITIONS FOR CLOSING:** If completion of repairs or improvements are required by the Park pursuant to Civil Code § 798.73.5 as a condition for closing and approval of the sale to Buyer, then further written agreement between Buyer and Seller regarding the payment of the costs of such repairs or improvements is required. If agreement is not reached within the time for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park conditions for closing, whichever occurs later, then either Party may cancel this Agreement.
10. **SELLER ASSIGNMENT OR SUBLET:** Seller is not assigning or subletting the space the manufactured home occupies in its present location.
11. **CAUTION; OCCUPANCY AND CONDITION OF PROPERTY:**
    A. Notwithstanding that the Agreement to which this Addendum is attached may provide that the Property is sold "AS IS", Buyer and Seller acknowledge that: **(i)** Sellers not using a licensed real estate agent or a licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974; and **(ii)** the licensed real estate agent or manufactured home dealer, if any, must conduct a reasonably competent and diligent visual inspection of the home and disclose material facts that such an investigation would reveal.
    B. **OCCUPYING A USED MANUFACTURED HOME OR MOBILEHOME:** Even though a manufactured home or mobilehome may be sold in its present physical condition, the Mobilehome Parks Act (Health and Safety Code §§ 18200 through 18700) prohibits the occupancy of a manufactured home or mobilehome wherever located not meeting certain standards. Those standards are set forth in Health and Safety Code § 18550 as follows:
    "It is unlawful for any person to use or cause, or permit to be used for occupancy, any of the following manufactured homes or mobilehomes wherever the manufactured homes or mobilehomes are located...:
    (1) Any manufactured home or mobilehome, supplied with fuel, gas, water, electricity, or sewage connections unless the connections and installations conform to regulations of the department.
    (2) Any manufactured home or mobilehome that is permanently attached with underpinning or foundation to the ground, except for a manufactured home or mobilehome bearing a department insignia or federal label, that is installed in accordance with this part.
    (3) Any manufactured home or mobilehome that does not conform to the registration requirements of the department.
    (4) Any manufactured home, mobilehome in an unsafe or unsanitary condition.
    (5) Any manufactured home, mobilehome that is structurally unsound and does not protect it occupants against the elements."
    C. **BROKER RECOMMENDATION: Broker recommends Buyer obtain an inspection to determine if the Property is in compliance with the above requirements. Broker does not have expertise in this area.**

**By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Manufactured or Mobile Home Purchase Addendum.**

Buyer X _____ *Marcelino Castro* Date 01-12-26

Buyer X _____ Date _____

Seller _____ *City of Madera* Date 2/4/26

Seller _____ Date _____

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# FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM

(C.A.R. Form FRR-PA, 10/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement ("Agreement"), dated _____, on property known as *1218 E Cleveland Avenue 19, Madera, CA 93638*, ("Property") in which *City of Madera* is referred to as ("Seller") and *Marcelino Castro* is referred to as ("Buyer").

This addendum is to be used with a: **(i)** Residential Purchase Agreement (C.A.R. Form RPA); **(ii)** New Construction Purchase Agreement (C.A.R. Form NCPA); **(iii)** Vacant Land Purchase Agreement, if the Property will be improved with a residential dwelling with one to four units (C.A.R. Form VLPA); **(iv)** Residential Income Purchase Agreement (C.A.R. Form RIPA), where the income property contains one to four units; or **(v)** Residential Units Purchase Addendum (C.A.R. Form RU-PA), where the mixed-use property contains one to four residential units.

1. **FEDERAL REPORTING OBLIGATION:** Pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), beginning December 1, 2025, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the Treasury, certain information about the Buyer and Seller in the sale of certain real property for the purpose of preventing money laundering. Originally scheduled to take effect December 1, 2025, the reporting requirements have been delayed to March 1, 2026.The Reporting Person may require the needed information from Buyer and Seller for applicable transactions for which an offer was accepted prior to March 1, 2026, if there is a possibility the transaction will close escrow on or after the March 1, 2026, implementation date even if scheduled to close escrow prior to that date.
2. **CONDITIONS FOR WHICH THE REPORTING OBLIGATIONS APPLY:** The collection and reporting obligations apply if: **(i)** the property being purchased is real property with one to four residential units or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; **(ii)** the buyer is a legal entity or trust; and **(iii)** the buyer is making an "all-cash" purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.
3. **REQUIRED REPORTING INFORMATION:** The following is a non-exclusive list of the "persons" from whom the Reporting Person is required to collect information as well as the type of information to be collected.
   A. **Buyers:** Entity Buyers, Beneficial Owners of Entity Buyers, Signing Parties of Entity Buyers, Trust Buyers, Entity Trustee of Trust Buyers, and Individual trustees and beneficial owners of Trust Buyers;
   B. **Sellers:** Individual sellers, Entity sellers, Trust Sellers, Individual and entity trustees of Trust Sellers;
   C. **Information to be collected:** Legal names, dates of birth, dates of execution of trusts, addresses, dbas, citizenship (for trustees or beneficial owners of trust buyers) taxpayer identification numbers ("TIN"), and, if applicable, account number and financial institution name from which payment is made.
4. **DELIVERY OF REQUIRED INFORMATION:**
   A. Buyer and Seller shall, within **7 Days** after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements.
   B. Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller.
5. **CONSEQUENCES OF FAILURE TO PROVIDE REQUESTED INFORMATION:**
   A. The Reporting Person will not close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf;
   B. Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.
   C. If the Reporting Person requires information from a related third party such as an entity, beneficial owner, signing party, or trustee, and the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform.

**By signing below, Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Federal Reporting Requirement Purchase Addendum.**

Buyer X _____ *Marcelino Castro* Date 01-12-26

Buyer X _____ Date _____

Seller _____ *City of Madera* Date 2/4/26

Seller _____ Date _____

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# BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 6/25)



1. **IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A Broker's inspection is a limited visual inspection (see C.A.R. Form AVID), and a Broker is not qualified to conduct the investigations listed below nor will Broker conduct the investigations checked below by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections and Investigations) of the Property personally and with appropriate professionals (see C.A.R. Form SBSA), who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to other professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
   A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
   B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
   C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
   D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
   E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
   F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
   G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
   H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and insurance contingencies.
   I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailing address and zip code may not accurately reflect the city which has jurisdiction over the Property.
   J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Dead bolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
   K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
   L. **UTILITIES; SEWER; INTERNET:** Availability of gas, electric, water, sewer, garbage, internet and other services. The provider and quality of service may vary by location.
   M. **SOLAR POWER SYSTEM:** The existence of a solar power system; whether it is owned, leased, financed, or otherwise subject to obligations, such as a power purchase agreement or maintenance agreement; the condition of and costs associated with the system.

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N. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

**By signing below, Buyer acknowledges that they have received a copy of this Buyer Investigation Advisory, and they have read and understand its terms. Buyer is encouraged to read it carefully.**

Buyer X _____ *Marcelino Castro* Date 01-12-26

Buyer X _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

**(C.A.R. Form PRBS, Revised 6/25)**

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
   A. **MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vise-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
   B. **MULTIPLE SELLERS:** Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.
   C. **DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
      (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
      (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in **paragraph 2C**.
2. **ACKNOWLEDGEMENT AND CONSENT:**
   A. **OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy, and the instructions of the seller.
   B. **MULTIPLE BUYERS OR SELLERS:** If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.
   C. **DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Seller and Buyer agree that: (i) a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and (ii) except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.



Park Place Real Estate, 418 Clovis Ave Clovis CA 93612 Phone: 5597184056 Fax: Marcelino Castro
Rosa Ochoa Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Possible Representation of More Than One Buyer or Seller -- Disclosure and Consent, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Buyer X _____ *Marcelino Castro* Date 01-12-26

Buyer X _____ Date _____

Seller _____ *City of Madera* Date 2/4/26

Seller _____ Date _____

Buyer's Brokerage Firm *Park Place Real Estate* DRE Lic # *02104118*

By _____ DRE Lic # *01907113* Date 1/12/26

*Rosa Ochoa*

Seller's Brokerage Firm *Realty Concepts, Ltd. - Fresno* DRE Lic # *01100967*

By _____ DRE Lic # *DRE #01700976* Date _____

*Alyson C. Jansen*

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# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

PARK PLACE REAL ESTATE

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

| | | | | |
|---|---|---|---|---|
| Race (and race traits) | Color | Ancestry | National Origin | Religion |
| Age | Sex, Sexual Orientation | Gender, Gender Identity, Gender expression | Marital Status | Familial Status (family with a child or children under 18) |
| Citizenship | Immigration Status | Primary Language | Military/Veteran Status | Source of Income (e.g., Section 8 Voucher) |
| Medical Condition | Disability (Mental & Physical) | Genetic Information | Criminal History (non-relevant convictions) | Any Arbitrary Characteristic or Intersectionality |

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   B. Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant _____ *Marcelino Castro* Date 01-12-26
Buyer/Tenant _____ Date _____
Seller/Housing Provider _____ *City of Madera* Date 2/4/26
Seller/Housing Provider _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# BUYER HOMEOWNERS' INSURANCE ADVISORY

PARK PLACE REAL ESTATE

(C.A.R. Form BHIA, 6/24)

1. **IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.

2. **PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.

3. **CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.

4. **INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.

5. **RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: (i) Top Ten tips for Finding Residential Insurance; (ii) Residential Insurance Company Contact List; (iii) Home Insurance Finder; and (iv) information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm.

6. **BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

**By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.**

Buyer X _____ *Marcelino Castro* Date 01-12-26

Buyer X _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Reviewed 6/25)

PARK PLACE REAL ESTATE

## WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

**ACCORDINGLY, YOU ARE ADVISED:**

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.**

The term "Housing Provider" also includes Landlord or Rental Property Owner.

**By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.**

Buyer/Tenant X _____ *Marcelino Castro* Date 01-12-26

Buyer/Tenant X _____ Date _____

Seller/Housing Provider _____ *City of Madera* Date 2/4/26

Seller/Housing Provider _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

PARK PLACE REAL ESTATE

# CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.**

Buyer/Seller/Landlord/Tenant _____ Date 01-12-26

*Marcelino Castro*

Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# SELLER COUNTER OFFER No. *One*

**May not be used as a multiple counter offer.**
**(C.A.R. Form SCO, Revised 12/24)**

REALTY CONCEPTS
THE FAMILY COMPANY

Date ***01/26/2026***

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter Offer No.____, ☐ Other _____ ("Offer"), dated ***01/12/2026*** , on property known as ***1218 E. Cleveland Ave. Spc #19, Madera, CA 93638*** ("Property"), between ***Marcelino Castro*** ("Buyer") and ***City of Madera*** ("Seller"). Buyer and Seller are referred to as the "Parties."

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
   - **A.** The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in **paragraph 1D** below or in another Counter Offer or addendum.
   - **B.** Unless Otherwise Agreed or altered in another Counter Offer, the down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
   - **C.** Unless Otherwise Agreed or altered in another Counter Offer, if, in the original offer, the appraisal contingency amount is lower than the original offered price (e.g., the optional box is checked in the third column in **paragraph 3L(2)** of the RPA), then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and shall be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is $1,000,000, and Buyer reduces the appraisal contingency value to $950,000, the "Appraisal Gap" is $50,000. If the purchase price is increased to $1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to $1,150,000 ($1,200,000 less $50,000). If the property appraises below $1,150,000, Buyer may exercise Buyer's appraisal contingency right to cancel this Agreement.)
   - **D.** **OTHER TERMS:** ***1. Seller does not agree to split the cost of the home warranty.***
     ***2. Seller does not agree to pay buyer's broker any amount of compensation.***
     ***3. Residential Purchase Agreement expiration is extended to 02/04/26.***
   - **E.** The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (and if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):
     ☐ Addendum No. _____ (C.A.R. Form ADM)
     ☐ Back Up Offer Addendum (C.A.R. Form BUO)
     ☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
     ☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
     ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)
     ☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
     ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
     ☐ Other _____ ☐ Other _____
2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
   - **A.** Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in **paragraph 4** (if more than one signature, then the last signature date)(or by _____ ☐ AM/ ☐ PM on _____ (date)) **(i)** it is Signed in **paragraph 5** by Buyer and **(ii)** a Copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
   - **B.** OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
   - **C.** OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.
3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in **2A** and **5**. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.
4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.**

Seller Arnoldo Rodriguez ***City of Madera*** Date 2/4/26

Seller _____ Date _____



Realty Concepts - Fresno, 575 E Alluvial Ave #101 Fresno, CA 93720 Phone: (559) 490-1500 Fax: (559) 225-3465 1218 E Cleveland
Alyson Jansen
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

5. **ACCEPTANCE: I/WE** accept the above Seller Counter Offer **(If checked ☐ SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. _____)** and acknowledge receipt of a Copy.

Buyer _____ ***Marcelino Castro*** Date _____

Buyer _____ Date _____

6. **LATE ACCEPTANCE:** If the date of Buyer's signature in **paragraph 5** is after the expiration specified in **paragraph 2A**, Buyer's acceptance is only binding if Seller agrees to the late acceptance by signing below and Delivering a Copy before 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in **paragraph 5**. All time periods in the Agreement shall begin upon the Delivery of this Late Acceptance.

**I/We (Seller), ratify the acceptance and agree to all terms of this Seller Counter Offer.**

Seller _____ ***City of Madera*** Date _____

Seller _____ Date _____

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RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

**Council Meeting of:** May 20, 2026

**Agenda Number:** B-6

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez, City Manager

**SUBJECT:**

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY25 Grant

**RECOMMENDATION:**

Resolution to ratify submission of an application to the Edward Byrne Memorial Justice Assistance Grant program for fiscal year 2026/27.

**SUMMARY:**

The goal of the subject grant application is to utilize the City's allocation of JAG funds to purchase Motorola handheld radios to enhance communication capabilities and improve officer safety. These radios will be deployed to police personnel to ensure reliable, secure, and interoperable communication during daily operations, critical incidents, and emergency responses.

**DISCUSSION:**

The U.S. Department of Justice makes awards of Edward Byrne Justice Assistance Grant (JAG) funds to state and local governments on a formula basis. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs. As determined by the JAG formula, the City is eligible to receive $24,324 from the JAG program's FY25 allocation.

Staff has evaluated the needs of the Madera Police Department and believes our community should dedicate these funds towards purchasing portable, handheld radios to be utilized by patrol officers. The City of Madera Police Department believes it is prudent to invest these funds in modernizing its communication equipment to ensure officers are equipped with dependable tools necessary to effectively respond to calls for service and coordinate operations. Portable radios provide essential, real-time communication that allows for efficient deployment of resources, improved coordination among units, and enhanced situational awareness in the field.

The acquisition of these radios supports JAG Areas of Emphasis including law enforcement operations, officer safety, and technology enhancement. The City of Madera has carefully evaluated the needs of its law enforcement personnel and has determined that this investment represents the most effective and impactful use of its JAG allocation.

Application deadline for JAG was April 30th, 2026. At the time we received the due date, we did not have a council meeting available to present a request for submission of an application to Council. City Manager Arnoldo Rodriguez signed the document, and we are asking Council to ratify the application.

**FINANCIAL IMPACT:**

Submission of a JAG application will provide the City with $24,324 in Federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund and may benefit it by defraying costs within the Police Department.

**ALTERNATIVES:**

Council may decline ratifying the grant application or may request additional information.

**ATTACHMENTS:**

1. Resolution to ratify submission of an application for JAG Local Solicitation

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING THE SUBMISSION OF AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

**WHEREAS,** the City of Madera Police Department is responsible for the safety of the citizens of the community; and

**WHEREAS,** the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

**WHEREAS,** the Council of the City of Madera supports the efforts of the police department to secure resources by the most efficient means possible; and

**WHEREAS,** the Congress of the United States has allocated $24,324 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program to the City of Madera to be used for frontline law enforcement services; and

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

1. The above recitals are true and correct.
2. The City Council approves and ratifies all actions of the City Manager regarding an U.S. Department of Justice submission for Edward Byrne Justice Assistance Grant (JAG) funds for use for frontline law enforcement services. The City Council further authorizes the City Manager or designee to take any further action on behalf of the City of Madera necessary to acquire the same including executing all required documents.
3. This resolution shall be effective immediately upon adoption.

**********

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** B-7

**SUBJECT:**

Reimbursement Agreement among City of Madera, Fresno-Madera Federal Land Bank, FLCA and Stock Five Development, Inc

**RECOMMENDATION:**

Adopt Resolution Approving Reimbursement Agreement among City of Madera and Fresno-Madera Federal Land Bank, FLCA and Stock Five Development, Inc - Site Plan Review No. 2021-05 (Agreement)

**SUMMARY:**

As a condition of approval dated April 20, 2021, Site Plan Review (SPR 2021-05) for the Fresno-Madera Farm Credit Project (Project), the parcel owner at the time Stock Five Holdings, LLC (Owner) was required to construct certain public improvements in connection with the Project. Pursuant to the City's Municipal Code, a developer may seek reimbursement for the construction of oversized or excess-capacity public improvements through a reimbursement agreement approved by the City Council. The proposed resolution approves the Agreement with Fresno-Madera Federal Land Bank, FLCA and Stock Five Development, Inc (collectively, "Developer"). As the developer for the purposes of this Agreement, the Developer is for eligible for reimbursement of certain public improvements or portions thereof.

**DISCUSSION:**

The Developer has previously submitted a request for reimbursement for improvements eligible for reimbursement that include street, sewer main, water main, storm drain, and street improvements along Golden State Highway through the City's Development Impact Fee Program. In order for the City to reimburse the Developer, a reimbursement agreement must be executed between both parties.

Pursuant to Madera Municipal Code Section 10-8.12(A), the following findings must be satisfied:

1. Developer has been required or permitted to install and dedicate a public facility identified in the applicable Technical Report that is oversized (including additional size, length, or capacity) beyond what is attributable to the specific development.

2. The value of the installed facilities exceeds the improvements that would otherwise be required absent such oversizing.

3. The facility for which reimbursement is sought has been identified by the City as a priority project to be funded within four (4) years following completion.

The required public improvements are necessary for the Project to become operational and are therefore needed within the identified four-year period.

**FINANCIAL IMPACT:**

Developer has paid the required inspection and plan checking fees prior to the issuance of the encroachment permit for all off-site improvements. Acceptance of these improvements will result in additional maintenance and resulting costs from Developer to City. Reimbursements will be funded through the City's Impact Fee Program.

**ALTERNATIVES:**

Not approve one or more items associated with this Staff Report. If Council does not approve the execution of the Agreement, it would result in the inability to reimburse the Developer for the completed improvements.

**ATTACHMENTS:**

1. Resolution
    - Exhibit A: Reimbursement Agreement
    - Exhibit B: Development Impact Fees
    - Exhibit C: Insurance Requirements
    - Exhibit D: Schedule of Reimbursable Items

**Attachment 1**

Resolution

**RESOLUTION NO. 26-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING REIMBURSEMENT AGREEMENT AMONG CITY OF MADERA, FRESNO-MADERA FEDERAL LAND BANK, FLCA AND STOCK FIVE DEVELOPMENT, INC (SITE PLAN REVIEW NO. 2021-05)**

**WHEREAS**, Stock Five Development, Inc, LLC, submitted a development project for review by City and obtained entitlements under for its development project; and

**WHEREAS**, the Site Plan Review conditioned the approvals on Owner's construction of a street, storm drain, water main and sewer improvements in Golden State Boulevard; and

**WHEREAS**, the plans for the Public Improvements were prepared by ("Owner"), and have been approved by the City Engineer; and

**WHEREAS**, City staff has presented evidence that the conditions set forth in Madera Municipal Code Section 10-8.12(A)(1) to (A)(4) have been met in that the infrastructure is oversized for a development of this size, and has been identified as a priority in the City's Master Plan, reimbursements will be made from the City's Impact Fee program upon request from the developer and availability of funds; and

**WHEREAS,** the Owner is required to enter into an agreement with the City for reimbursements of costs relating to the required Public Improvements.

**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 conditions for reimbursement set forth in Madera Municipal Code Section 10-8.12(A)(1) to (A)(4) have been met as set forth in the recitals above.
3. The Reimbursement Agreement entitled Reimbursement Agreement among City of Madera and Fresno-Madera Federal Land Bank, FLCA and Stock Five Developments, Inc (Site Plan Review No. 2021-05) (Reimbursement Agreement) attached to this resolution as Exhibit A is approved.

4. The City Engineer is authorized to cause the Reimbursement Agreement to be recorded.
5. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

# **Exhibit A**

Reimbursement Agreement

# REIMBURSEMENT AGREEMENT AMONG CITY OF MADERA, FRESNO-MADERA FEDERAL LAND BANK, FLCA, AND STOCK FIVE DEVELOPMENT, INC. (SITE PLAN REVIEW NO. 2021-05)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this 6 day of May, 2026, (the "Effective Date") by and among the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; Fresno-Madera Federal Land Bank, FLCA, hereinafter called "Owner", and Stock Five Development, Inc., a California corporation, successor in interest to SRVC, Inc., a California corporation ("Contractor").

## RECITALS

A. Owner owns that property east of Golden State Boulevard and north of the Avenue 17 located in the City of Madera, County of Madera, State of California (the "Subject Property") and more particularly described as set forth in Exhibit "A" which is incorporated by reference.

B. Owner has obtained from City certain entitlements and/or permits for a development project pursuant to Site Plan No. 2021-05.

C. As conditions of the City approval of said Site Plan, Owner is required to construct water, sewer and storm drain pipelines in Golden State Boulevard and half of a collector street on Golden State Boulevard ("Public Improvements").

D. Owner coordinated to have Contractor's predecessor in interest construct the Public Improvements required by City standards and procedures as required by the Site Plan Review approval and such construction is eligible for reimbursement from City.

E. Owner has obtained an encroachment permit from the office of the City Engineer of the City of Madera and complied with the requirements thereof.

F. Reference is made hereby to (a) improvement construction plans, (b) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (c) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

G. City, Owner, and Contractor desire to enter this Agreement to allow for reimbursement to Owner for the construction of the Public Improvements, and to confirm the assignment by Owner to Contractor of all rights to the reimbursement payments due under this Agreement.

## AGREEMENT

In consideration of the foregoing recitals which are made a substantive part of this Agreement, Owner, City, and Contractor do hereby mutually agree as follows:

### ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to Section 10-8.12 *et seq*. of Chapter 8 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Drawings and Specifications, including attached details and amendments thereto.
4. "Improvements" shall mean all work and improvements, including those depicted or required on the plans, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. CONSTRUCTION OF IMPROVEMENTS

Owner has coordinated to have Contractor's predecessor in interest construct all of the Public Improvements in accordance with and to the extent and as provided in those certain plans entitled, "Fresno Madera Farm Credit (SPR 2021-05) Construction Documents," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Standard Drawings and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, signage and striping, water and sewer mains, water and sewer services, storm drainage facilities, lift stations for water, sewer or storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water

Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements.

D. DEVELOPMENT FEES [NOT USED]

E. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Owner shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

Notwithstanding the foregoing, the obligations under this Section I-E are assumed by the Contractor.

F. INSURANCE

The parties acknowledge that, prior to the issuance of the Encroachment Permit, Contractor provided City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City as required by the City's Encroachment Permit Contract, section "Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way" on Exhibit "C" attached hereto and incorporated by reference.

All insurance policies were 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.

G. BONDS AND OTHER SECURITY

Prior to Encroachment Permit issuance, Contractor provided City performance guarantees as required in association with the encroachment permit application process. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. The performance security provided on behalf of Owner to City was in an amount equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security was in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities were in a form approved by City Attorney.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

Notwithstanding the foregoing, the obligations under this Section I-H are assumed by the Contractor.

I. EASEMENTS

Owner shall, as may be applicable, grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

J. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against

a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

Notwithstanding the foregoing, the obligations under this Section I-J are assumed by the Contractor, except as to those items to be performed by Owner (such as compliance with SPR 2021-05, dedication of easement, etc.).

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

K. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

L. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera and shall constitute a covenant running with the land and an equitable servitude upon the real property.

M. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

N. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in SPR 2021-05 approving the Project as adopted on April 20, 2021 by the Planning Department, including the requirements and conditions of the City Engineer established by such conditions of approval, and all specifications or requirements set forth on the plans, all of which are on file with the City Clerk.

O. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having

jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

P. PREVAILING WAGES

Owner shall be required to comply with applicable California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause Contractor and its subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section E of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq.* and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

Q. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

R. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's and Contractor's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

S. ATTORNEY'S FEES AND LEGAL EXPENSES

If any party is required to commence any proceeding or legal action to enforce or interpret any term 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. For the purposes of this Agreement, "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.

T. OBLIGATION RUNNING WITH LAND – NOT USED

U. 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.

V. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City. Notwithstanding the foregoing, the City consents to the assignment by Owner to the Contractor of the right to receive the reimbursement payments described in Section I-FF below, and the assumption by Contractor of the obligations of the Owner under Sections I-E, H and J above.

W. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

X. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

Y. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

Z. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons.

AA. PIPES AND MONUMENTS

All pipes and monuments shown on the plans or those which are damaged, destroyed or displaced during construction operations shall be replaced by Owner prior to the time of the final inspection of the Improvements hereunder by City.

BB. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Owner shall vest absolutely in City upon completion and acceptance of such Improvements by City.

CC. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer as part of the encroachment permit process; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

DD. OWNER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors (including Contractor), or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

EE. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM OWNER

There are no reimbursements/fair share contributions due from Owner.

FF. REIMBURSEMENTS TO BE PROVIDED TO OWNER

In consideration of Public Improvements constructed through plans approved by City, the City agrees to reimburse the Owner the reasonable costs for construction of the following public improvements. Owner hereby assigns to Contractor the right to receive the payments due from City of the reimbursement payments due from the City. City consents to the assignment of such rights to Contractor and agrees to pay such amounts directly to Contractor:

1. Golden State Boulevard

(i) Road Improvements – Approximately 1100 linear feet of the center three lanes are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds. The parties acknowledge that the reasonable costs of such oversize water main construction is as set forth in Total Costs column at line item 6 of Exhibit D, and will be paid from the City's "Transportation Facility Impact Fee - Citywide".

(ii) Water Main Construction – Approximately 630 linear feet of the oversize component cost between the 12-inch pipe installed and an 8-inch pipe are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds. The parties acknowledge that the reasonable costs of such oversize water main construction is as set forth in Total Costs column at line item 10 of Exhibit D, and will be paid from the City's "Water Impact Fee".

(iii) Sewer Main Construction – Approximately 1080 linear feet of the oversize component cost between the 10-inch pipe installed and an 8-inch pipe are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds. The parties acknowledge that the reasonable costs of such oversize water main construction is as set forth in the Total Costs column at line item 13 of Exhibit D, and will be paid from the City's "Sewer Additional obl. Impact Fee".

(iv) Storm Main Construction – Construction of approximately 558 linear feet within the public right-of-way of a 30-inch storm pipe, approximately 815 linear feet within the public right-of-way of a 24-inch storm pipe and approximately 173 linear feet within the public right-of-way of an 18-inch storm pipe are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds. The parties acknowledge that the reasonable costs of such oversize water main construction is as set forth in line item

Total Costs column at line item 21 of Exhibit D, and will be paid from the City's "Storm Drain Impact Fee".

Notwithstanding any other provision of this Agreement, the parties agree the total reimbursement amount shall not exceed $694,377.54 for all Public Improvements, whether identified in this Section FF, Exhibit D, or any other portion of this Agreement.

GG. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

i. City agrees to reimburse Owner (but payable to Contractor), the amounts delineated on Exhibit D from the impact fee programs described in Subsection I-HH below.

ii. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements, which are detailed on attached Exhibit D. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of: a) list of bidders from whom bids were requested; b) copies of the original contract with contractor(s); c) copies of all invoices, with unconditional lien releases submitted by contractor(s); d) copies of all checks issued by Owner with related invoices indicated, including copies of cancelled checks for payment made (copies of both the front and back of canceled checks; e) a summary tabulation (spreadsheet) of all contractor(s) invoices and Owner's payments including check numbers; and f) such further documentation as may be reasonably required by the City to evidence completion of the construction and the payment for the construction.

City acknowledges that, based upon submittals provided to the City by the Contractor and reviewed by the City Engineer, that the Owner has satisfied the foregoing requirements.

iii. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

iv. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner or Contractor, and only agrees to hold said funds collected and to make payment as directed by Contractor upon contact by City. City will contact Contractor within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Contractor other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner and Contractor acknowledge that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner or Contractor.

HH. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto. Notwithstanding the foregoing, City acknowledges the Owner's assignment of the rights to receive the reimbursement payments to the Contractor and the assumption by Contractor of the obligations of the Owner under Sections I-E, H and J above.

II. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California. Venue for any federal action shall be in the Fresno Division of the U.S. District Court for the Eastern District of California.

JJ. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

**ARTICLE II. CONSTRUCTION REQUIREMENTS – NOT USED**

**ARTICLE III. SPECIAL PROVISIONS**

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

**IN WITNESS WHEREOF,** the Parties hereto have duly executed this Agreement.

**CITY OF MADERA:**

By: _____
Cece Gallegos, Mayor

**APPROVED AS TO FORM:**

By: _____
Shannon L. Chaffin, City Attorney

**APPROVED:**

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

**ATTEST:**

By: _____
Alicia Gonzales, City Clerk

**SUBDIVIDER/OWNER:**

Fresno-Maderal Federal Land Bank, FLCA

By: _____
Keith Hesterberg, CEO

**CONTRACTOR:**

Stock Five Development, Inc., a California corporation

By: _____
Guy Stockbridge, Its President

EXHIBIT "A"
Legal Description

APN: 013-210-009

---

A portion of the Southwest quarter of Section 3, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the United States Government Township Plat, together with a portion of Parcel "B" of Lot Line Adjustment 2008-01 as described in Grant Deed recorded May 6, 2008, as Instrument No. 2008015238, Official Records of Madera County, all together described as follows:

COMMENCING at the Southwest corner of said Parcel "B"; thence North 00°30'30" West, along the West line of said Parcel "B" and along the East right of way line of Golden State Boulevard (60 feet wide) described as Parcel 2 in the deed to the State of California recorded April 13, 1970 in Book 1058, Page 600, Official Records of Madera County, a distance of 536.75 feet to the TRUE POINT OF BEGINNING; thence North 00°30'30" West, continuing along the West line of said Parcel "B" and along the East right of way line of said Golden State Boulevard, a distance of 80.23 feet to the beginning of a tangent curve concave to the West having a radius of 930.00 feet ; thence Northerly, continuing along the East right of way line of said Golden State Boulevard, along said curve, through a central angle of 28°59'14", an arc distance of 470.51 feet; thence North 60°01'45" East, a distance of 9.98 feet, to a point on the Westerly right of way line of State Highway 99, described as Parcel 1 in the deed to the State of California recorded April 13, 1970 in Book 1058, Page 600, Official Records of Madera County, said point being on a non-tangent curve concave to the Southwest, having a radius of 4876.00 feet, a radial to said point bears North 49°51'32" East; thence Southeasterly, along the Westerly right of way line of said State Highway 99 and along said non-tangent curve, through a central angle of 5°15'37", an arc distance of 447.66 feet; thence South 29°41'05" East, continuing along the Westerly right of way line of said State Highway 99, and along the Easterly line of said Parcel "B", a distance of 77.07 feet; thence South 60°18'56" West, a distance of 228.02 feet to the TRUE POINT OF BEGINNING.

# EXHIBIT "B"
## Development Impact Fees

| Impact Fee Category | SFD Fee | MFD Fee | Commercial Fee (sq.ft.) | Industrial Fee (sq.ft.) |
|---|---|---|---|---|
| Administrative impact fee | 93.72 | 56.67 | 0.024 | n/a |
| Fire department impact fees | 336.75 | 247.38 | 0.036 | 0.0240 |
| General government impact fees | 231.04 | 168.92 | 0.012 | n/a |
| Police department impact fee | 541.63 | 398.87 | 0.072 | 0.0599 |
| Parks department impact fee | 2,652.57 | 1,945.29 | n/a | n/a |
| Public Works impact fee | 323.67 | 99.17 | 0.133 | 0.0970 |
| Sewer additional obl. impact fee - northwest | 185.27 | 134.05 | 0.048 | [1] |
| Sewer additional obl. impact fee - northeast | 992.81 | 724.72 | 0.169 | [1] |
| Sewer additional obl. impact fee - southwest | 569.97 | 381.43 | 0.193 | [1] |
| Sewer additional obl. impact fee - southeast | 1,495.21 | 1,093.07 | 0.278 | [1] |
| Sewer additional obl. impact fee - SCCC | 888.19 | 625.55 | 0.181 | [1] |
| Sewer additional obl. impact fee - exist. area | 135.14 | 93.72 | 0.024 | [1] |
| Storm drain impact fee - northwest | 2,028.12 | 1,044.03 | 1.330 | 0.5558 |
| Storm drain impact fee - northeast | 3,099.39 | 1,453.79 | 1.210 | 0.5558 |
| Storm drain impact fee - southwest | 1,250.00 | 559.07 | 1.188 | 0.5558 |
| Storm drain impact fee - southeast | 3,472.10 | 1,394.94 | 1.090 | 0.5558 |
| Storm drain impact fee - existing service area | 1,132.30 | 545.99 | 0.632 | 0.5558 |
| Storm drain impact fee - SCCC | n/a | n/a | n/a | n/a |
| Sewer exist. obl. impact fee - northwest | 272.45 | 272.45 | 0.036 | $272/unit [1] |
| Sewer exist. obl. impact fee - northeast | 272.45 | 272.45 | 0.036 | $272/unit [1] |
| Sewer exist. obl. impact fee - southwest | 272.45 | 272.45 | 0.036 | $272/unit [1] |
| Sewer exist. obl. impact fee - southeast | 716.00 | 716.00 | 0.085 | $716/unit [1] |
| Sewer exist. obl. impact fee - SCCC | n/a | n/a | n/a | n/a |
| Streets 16 ft. arterial street median island | 387.97 | 237.58 | 0.142 | n/a |
| Streets 24 ft. collector street lane | 697.47 | 428.29 | 0.251 | n/a |
| Streets 12 ft. arterial street lane | 697.47 | 428.29 | 0.251 | n/a |
| Transportation facility impact fee - city wide | 951.40 | 584.13 | 0.254 | 0.3869 |
| Traffic signals | 235.40 | 144.94 | 0.087 | n/a |
| Water impact fees - pipes | 283.33 | 151.48 | 0.133 | n/a |
| Wastewater treatment plan impact fee | 1,314.30 | 923.06 | 0.763 | 1.5148 |
| Water impact fees - Wells | 562.34 | 300.78 | 0.072 | [2] |

*Industrial Fee Notes*

*[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at $272 per unit.*
*Road 28 interceptor to be based on a dwelling unit equivalency at $716 per unit.*

*[2] A minimum of $413 or the amount determined by the City Engineer by multiplying $413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.*

EXHIBIT "C"
Insurance Requirements
(Sheet 1 of 2)

**Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way**

For the purposes of this document, any individual or contractor seeking a permit to work in the public right-of-way will be referred to as "Contractor." Contractor shall procure and maintain for the duration of the project insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work identified in the applicable encroachment permit and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

*Minimum Scope and Limits of Insurance*

Contractor shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury, and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.

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

*Deductibles and Self-Insured Retentions*

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

*Other Insurance Provisions*

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

- The City of Madera, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37, or their equivalents.

- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

*Waiver of Subrogation*

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the contractor, its agents, employees, independent contractors, and subcontractors.

*Acceptability of Insurers*

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

*Verification of Coverage*

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

*Subcontractors*

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT D
Schedule of Reimbursable Items

| Description | QTY | Revised QTY (Where Corrected) | Unit | Unit Cost | Revised Unit Cost | Total Costs | Revised Total Costs (Where Corrected) | Notes |
|---|---|---|---|---|---|---|---|---|
| Center Travel Lane Improvements | | | | | | | | |
| Traffic Control | 80% | | LS | $11,000.00 | | $8,800.00 | $8,800.00 | How was the 80% proportional cost determined for several line items? |
| Demo Existing Pavement | 1 | | LS | $11,000.00 | | $11,000.00 | $11,000.00 | |
| Road Grading 36x1040 | 37579.0 | | SF | $1.02 | | $38,482.09 | $38,482.09 | |
| 4-in AC - Golden State | 1147.1 | 908.2 | TONS | $114.18 | | $130,975.76 | $130,975.76 | How was the tonnage for the center 3 lanes determined for both the asphalt and agg base? Using approx. density of 145, I get the revised quantity for asphalt. |
| 12-in AB - Golden State | 2755.8 | | TONS | $32.55 | | $89,701.07 | $89,701.07 | |
| Fog Seal | 80% | | LS | $2,300.00 | | $1,840.00 | $1,840.00 | |
| Striping | 80% | | LS | $24,790.00 | | $19,832.00 | $19,832.00 | |
| 4-in AC - Asphalt Cost Increase | 1147.1 | | TONS | $11.85 | | $13,593.12 | $13,593.14 | |
| Subtotal of Reimbursable Street Improvements | | | | | | $314,224.04 | $314,224.06 | |
| Storm Water Improvements | | | | | | | | |
| 60in Manhole Storm Basin | 2 | 0 | EA | $8,000.00 | | $16,000.00 | $0.00 | All storm drain items on private property are not eligible for reimbursement as the basin is a private temporary basin. |
| Outfall Structure Storm Basin | 1 | 0 | EA | $3,000.00 | | $3,000.00 | $0.00 | |
| 30in RCP Storm Basin | 558 | 0 | LF | $175.00 | | $97,650.00 | $0.00 | |
| 24in RCP Storm | 560 | 556 | LF | $165.00 | | $92,400.00 | $91,740.00 | Per invoice, total of 556LF billed. If additional billed, provide invoices. |
| 18in RCP Storm | 172 | | LF | $155.00 | | $26,660.00 | $26,660.00 | |
| 48in Manhole Storm | 2 | | EA | $6,285.00 | | $12,570.00 | $12,570.00 | |
| Drain inlet | 2 | 1 | EA | $7,800.00 | $ 5,000.00 | $15,600.00 | $5,000.00 | Only 1 inlet appears to be installed in the field. Invoice shows a unit cost of $5000 per drain inlet. |
| Subtotal of Reimbursable Storm Water Improvements | | | | | | $263,880.00 | $135,970.00 | |
| Water Improvements | | | | | | | | |
| Upsize from 8in to 12in | 725 | 630 | LF | $40.00 | | $29,000.00 | $25,200.00 | Invoice only shows 630LF billed. If additional billed, provide invoices. |
| Relocation Air Release Valve & Sampling station | 1 | | LS | $6,986.10 | | $6,986.10 | $6,986.10 | |
| Subtotal of Water Reimburements | | | | | | $35,986.10 | $32,186.10 | |
| Sewer Improvements | | | | | | | | |
| Upsizing 8in to 10in | 1080 | | LF | $20.00 | | $21,600.00 | $21,600.00 | |
| Subtotal of Sewer Reimburements | | | | | | $21,600.00 | $21,600.00 | |
| Other Requested Reimbursements | | | | | | | | |
| Staking | 80% | | LS | $15,500.00 | | $12,400.00 | $12,400.00 | Verify proportional cost percentage. |
| General Conditions | 80% | | LS | $109,283.00 | | $87,426.40 | $87,426.40 | Please provide define what this line item entails. This is likely considered an overhead cost since it is not directly associated with the construction. |
| Subtotal of Other Requested Reimburements | | | | | | $99,826.40 | $99,826.40 | |
| Subtotal | | | | | | $735,516.54 | $603,806.56 | |
| Fee | | | | | 15% | $129,797.04 | $90,570.98 | Please define what this 15% fee is for. |
| Grand Total Reimbursement | | | | | | $865,313.58 | $694,377.54 | |

Stock Five Holdings, LLC
NAME: Fresno Madera Farm Credit CHECK DATE: 11/10/2023

| | | |
|---|---|---|
| Reimbursement for extra work on Off-Site Project | F | 155,612.00 |
| Reimbursement for extra work on Off-Site Project | F | 245,975.00 |
| Reimbursement for extra work on Off-Site Project | F | 7,338.00 |
| Reimbursement for extra work on Off-Site Project | F | 37,369.00 |
| Reimbursement for extra work on Off-Site Project | F | 17,179.00 |
| Reimbursement for extra work on Off-Site Project | F | 10,904.00 |
| Reimbursement for extra work on Off-Site Project | F | 73,511.00 |
| Reimbursement for extra work on Off-Site Project | F | 18,290.00 |
| Reimbursement for extra work on Off-Site Project | F | 2.00 |

CVCB-7399 FMFC Madera Project 566,180.00

**Stock Five Holdings, LLC**
2972 Larkin Avenue
Clovis, CA 93612

Central Valley Community Bank
600 Pollasky Avenue
Clovis, CA 93612
Bank Address 3
90-3772/1211

1158
DATE: 11/10/2023

PAY ONLY 5 6 6 , 1 8 0 00 CENTS

$ 566,180.00

PAY Five Hundred Sixty-Six Thousand One Hundred Eighty and 00/100 Dollars

TO THE ORDER OF Fresno Madera Farm Credit
4635 W. Spruce Avenue
Fresno, CA 93722-8425

**COPY**

MEMO: FMFC Madera Project

**Fresno Madera Farm Credit**
*Agriculture is Our Only Business*

# INVOICE

Date: 9/27/23
INVOICE # 10003-R

To

Stock Five Holdings, LLC
2972 Larkin Ave.
Clovis, CA. 93612
(559) 558-4771

ranisaw@eliteteamoffices.com

| Project | Description | Payment Terms | Due Date |
|---|---|---|---|
| Madera Office | Reimbursement | Due on receipt | Due on receipt |

| Description | Cost |
|---|---|
| Reimbursement for extra work on Off-Site Projects | $566,180.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total | $566,180.00 |

Make all checks payable to Fresno Madera Farm Credit

Mail all payments to Fresno Madera Farm Credit
Attn: Fiscal Dept
4635 W. Spruce Ave.
Fresno, CA 93722-8425

RECEIVED
NOV 1 0 2023
FRESNO MADERA FARM CREDIT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California )
County of Fresno )

On May 4, 2026 before me, Leticia Martinez, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Guy Stockbridge
*Name(s) of Signer(s)*

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LETICIA MARTINEZ
Notary Public - California
Fresno County
Commission # 2503021
My Comm. Expires Oct 25, 2028

Signature L Martinez
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California )
County of FRESNO )

On MAY 6, 2026 before me, KIM KAZANJIAN, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared KEITH HESTERBERG
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

KIM KAZANJIAN
Notary Public - California
Fresno County
Commission # 2456216
My Comm. Expires Jul 31, 2027

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** B-8

**SUBJECT:**

Grant of a Quitclaim Deed to State of California for land located at State Route 145 and Clemmensen Avenue

**RECOMMENDATION:**

Adopt a Resolution Granting State of California a Quitclaim Deed located at State Route 145 and Clemmensen Avenue and Authorizing the City Clerk to Execute Deed and Cause it to be Recorded

**SUMMARY:**

Caltrans (State of California or State) is requesting the City of Madera (City) grant a Quitclaim deed for a strip of land that lies within State Route 145 (Madera Avenue) near Clemmensen Avenue. The Quitclaim deed, once recorded, transfers any interest the City may have in this land to the State of California.

**DISCUSSION:**

The State maintains right-of-way maps for highways owned and maintained by the State. The State has identified an approximately 5 foot wide by 276-foot-long strip of land within the existing boundaries of State Route 145, within the City, that does not appear to have been previously dedicated to the State.

The “un-dedicated” land appears to have been related to a subdivision map known as the Abshire & Denney Subdivision map recorded in Book 18, Page 67 of Madera County Records. Although the requested land to be quitclaimed lies outside the boundary of this tract, the length of the dedication, being approximately 276 feet, matches the length of this tract along State Route 145.

The State of California has requested the subject land be quitclaimed to the State at no charge per California Streets and Highways Code Section 83 and has prepared the deed for execution.

California Streets and Highways Code Section 83 states that any public street or highway portion within the boundaries of a state highway (including adopted traversable highways) becomes part of that State highway's right-of-way without compensation. The California Department of Transportation (Caltrans) holds jurisdiction and maintenance responsibility for these areas.

**FINANCIAL IMPACT:**

Approving the granting of the Quitclaim deed imposes no additional expense to the City or the General Fund.

**ALTERNATIVES:**

The Council may elect to not grant the Quitclaim Deed resulting in the State's inability to transfer any interest or liability the City may currently have of a portion of State Route 145 from City to State.

**ATTACHMENTS:**

1. Resolution
   Exhibit A - Quitclaim Deed
2. Location Map

**Attachment 1**

Resolution

**RESOLUTION NO. 26 - ___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, GRANTING STATE OF CALIFORNIA A QUITCLAIM DEED AT STATE ROUTE 145 AND CLEMMENSEN AVENUE AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE IT TO BE RECORDED**

**WHEREAS**, the State of California owns and maintains State Route 145 (Madera Avenue) which goes through the City of Madera; and

**WHEREAS**, the State of California has identified an approximately 5 foot wide by 276-foot-long strip of land within the existing boundaries of State Route 145 that does not appear to have been previously dedicated to the State; and

**WHEREAS**, the State of California has requested the City of Madera grant to the State of California a Quitclaim Deed prepared by the State, for said strip of land.

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

1. The above recitals are true and correct.

2. The City Council grants a Quitclaim Deed to the State of California

3. The City Clerk is hereby authorized and directed to execute and cause the Quitclaim Deed to be recorded.

4. This resolution is effective immediately upon adoption.

* * * * * * *

**Exhibit A**

Quitclaim Deed

RECORDING REQUESTED BY AND
WHEN
RECORDED MAIL TO:

California Department of Transportation
2015 East Shields Avenue, Suite 100
Fresno, CA 93726-5428

State Business – No Recording Fee
(Gov. Code 27383)
DEPT. OF TRANSPORTATION

Space above this line for Recorder's Use

# QUITCLAIM DEED

| District | County | Route | Postmile | Number |
|---|---|---|---|---|
| 06 | MAD | 145 | 8.75 | 89638-1 |

City of Madera,

hereinafter called GRANTOR, hereby releases and quitclaims to the State of California, Department of Transportation, hereinafter called STATE, all right, title and interest in and to all that real property in the City of Madera, County of Madera, State of California, described as follows:

See Exhibit "A", attached.

| Number |
| --- |
| 89638-1 |

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

City of Madera

City of Madera

Dated _____ By _____
Signature

_____
Print Name and Title

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____ By _____
Dina A. El-Tawansy
Director of Transportation

By _____
Chanin McKeighen
Acquisitions Branch, Chief
Right of way

# EXHIBIT "A"

Parcel 89638-1

The westerly 5.00 feet of the northerly 276.00 feet of Lot 2 in Section 30, Township 11 South, Range 18 East, Mount Diablo Meridian and Base Line, of Map of Division "A", according to the map thereof recorded September 24, 1900, in Volume 1, Page 26 of Maps, Madera County Records.

Containing 1380 square feet, more or less.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Marcelino J. Marín
Professional Land Surveyor

Date: November 16, 2023



**Attachment 2**

Location Map

# LOCATION MAP




| | | |
|---|---|---|
| CITY OF MADERA<br>ENGINEERING DEPARTMENT<br>428 E YOSEMITE<br>MADERA, CA 93638 | LOCATION MAP | DR BY: EP<br>CH BY:<br>DATE: 4/29/26<br>SCALE: NTS<br>SHT 1 OF 1 |

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** B-9

**SUBJECT:**

Final Program Year 2026/27 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Annual Action Plan

**RECOMMENDATION:**

Adopt Resolutions to:

1. Approve the PY 2026/27 CDBG and HOME Annual Action Plan
2. Approve the funding of the PY 2026/27 CDBG allocation in the amount of $957,097
3. Approve the reallocation of CDBG-Revolving Loan Program Income to the reconstruction of the City's Centennial Park Pool in the amount of $239,322
4. Approve the funding of the PY 2026/27 HOME allocation in the amount of $450,760

**SUMMARY:**

The City is an entitlement grantee under the U.S. Department of Housing and Urban Development (HUD). HUD requires entitlement grantees to adopt a comprehensive, long-term plan known as the Five-Year Consolidated Plan (Con Plan). HUD annually allocates CDBG and HOME funding to participating jurisdictions. Each year, the City is eligible to apply for and receive the funds through the development and submittal of an Annual Action Plan (AAP), which addresses the needs identified in the Fiscal Years (FYs) 2025-2029 Con Plan.

The Program Year (PY) 2026/27 AAP is the 2nd of 5 Action Plans that will support FYs 2025-2029 Con Plan. The PY 2026/27 AAP proposes multiple funding resources for projects, including the current CDBG and HOME allocations, as well as unexpended Revolving Loan program income funds.

Staff recommends acceptance of the PY 2026/27 AAP and the funding for projects as written.

**DISCUSSION:**

The FYs 2025-2029 Con Plan analyzes the City's housing and community development needs, with a priority focus on low-and-moderate income individuals, households, and neighborhoods. It also describes long-term strategies for meeting those needs.

The local funding priorities identified through the community participation process for the FYs 2025-2029 Con Plan include:

- Increase in Affordable Housing (advance the development of affordable housing and owner-occupied rehabilitation)
- Enhance Public Improvements and Public Infrastructure (enhance the quality and use of Madera's physical infrastructure)
- Address Homeless Needs and Services (addressing the individual families that are experiencing homelessness and preventing others from becoming homeless)
- Improve Public Services (support services for lower income households to obtain and maintain standard affordable housing)
- Community and Economic Development (enhance the economic well-being of all citizens through education and training, employment opportunities, and business development)

The City's guidelines for the allocation and reallocation of funds include following the City's Citizen Participation Process (CPP). The CPP includes issuing a notice providing the public 30 days to review and comment on the proposed funding and holding a public hearing regarding the proposed funding and its allocation. The City posted a notice of public comment on March 4, 2026. The public comment period concluded on April 6, 2026. One public comment was received from the Community Action Partnership Agency of Madera County (CAPMC).

The AAP is a detailed document submitted yearly that outlines the specific goals, and objectives, and actions needed to achieve the strategic goals that were set in the Consolidated Plan.

The deadline to submit the PY 2026/27 AAP to HUD is August 16, 2026.

***Funding Sources***

*CDBG*

The City is a CDBG entitlement jurisdiction that receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds through the development and submittal of an AAP. Activities proposed in the AAP must support a local priority as defined in the FYs 2025-2029 Con Plan and meet, at a minimum, one of the HUD's National Objectives:

1. Benefit to low- and moderate-income (LMI) persons; or
2. Aid in the prevention or elimination of slums or blight; or

3. Meet a need having a particular urgency (referred to as urgent need).

HUD mandates the allocation of funds across three distinct categories, each subject to a specified maximum amount, as part of its expenditure requirements. The funding category allocation amounts must be based on the current year's award. HUD released the PY 2026/27 CDBG and HOME allocations on April 3, 2026. The CDBG allocation decreased by approximately 3.3% ($32,694).

The final maximum funding allocations are provided in Table 1.

**Table 1:** *Program Year 2026/27 Maximum Allocations*

| Funding Categories | Maximum % per category | Actual Funding Maximum $ per category |
|---|---|---|
| Administration | 20% | $191,419 |
| Public Service | 15% | $143,565 |
| Capital Projects/Public Improvements | No max. | $622,113 |
| **Total** | 100% | **$957,097** |

***Summary of Subrecipient Grant Applications and Council Allocations***

On December 8, 2025, the City released a Request for Funding Proposal (RFP) inviting eligible and interested entities to submit applications for the CDBG PY 2026/27 funding cycle. Thirteen applications were received. A summary of proposed allocations follows:

***Administration***

During its April 15, 2026 meeting, Council reviewed both the difference in the final 2026/27 CDBG allocation and the request on behalf of the Community Action Partnership of Madera County to rescind both their administration and public service allocations. As a result of both of those changes, a total of $7,306 remained unallocated. Council unanimously awarded the $7,306 to the City for administrative costs. Even though the administration allocation awarded to the City increased, the new allocation of $190,264 is still under the maximum administration allocation of $191,419. The final funding allocations are provided in Table 2.

| **Table 2:** *Program Year 2026/27 Administration Allocations* | | |
|---|---|---|
| Applicant | Council Tentative Allocations 03/18/26 | Council Final Recommended Allocations 04/15/26 |
| City of Madera Action Plan Administration<br>*Administration to Oversee the CDBG program* | $182,958 | $190,264 |
| Community Action Partnership of Madera County<br>*Fresno Madera Continuum of Care* | $15,000 | $0.00 |
| **Total** | **197,958** | **$190,264** |

***Public Service***

The Public Service allocations previously approved during the March 18, 2026 Council meeting were also impacted by CAPMC's request to rescind their allocations. The Public Service allocations were adjusted to reflect this reduction. The final public service allocation is less than the maximum allowed. Council unanimously voted to approve the allocation recommendations in the amount of $123,468 at its April 15, 2026 meeting. The final funding allocations are provided in Table 3.

| **Table 3:** *Program Year 2026/27 Public Service Allocations* | | |
|---|---|---|
| Applicant | Council Tentative Allocations 03/18/26 | Council Final Recommended Allocations 04/15/26 |
| Community Action Partnership<br>*Housing Stabilization* | $25,000 | $0 |
| Project Run Madera<br>*Project Run Madera* | $17,500 | $17,500 |
| O.L.I.V.E. Charitable Organization<br>*The Bennet House* | $15,000 | $15,000 |
| United Way-Fresno & Madera Counties<br>*Community -Based Navigation and Support* | $17,500 | $17,500 |
| Madera County Food Bank<br>*Food Access & Family Support Project* | $43,468 | $43,468 |
| City of Madera Parks Department<br>*Madera Seniors Nutrition & Recreational Program* | $30,000 | $30,000 |
| **Total** | **$148,468** | **$123,468** |

***Capital Projects/Public Improvements***

The City received four applications in the Capital/Public Improvements category totaling $659,000. The amount available for this funding category, assuming the maximum funding allocations are met for Administration and Public Services, is $622,113. Council unanimously agreed to the proposed funding for all four projects in the amount of $643,365. As maximum

funding allocations were not awarded in both the Administration and the Public Services categories, the amount over the $622,113 that is eligible to be awarded in this category. Table 4 below provides funding detail for the approved Capital Project/Public Improvements funding proposals.

| **Table 4:** *Program Year 2026/27 Capital and Public Improvements Allocations* | | |
|---|---|---|
| Applicant | Amount Requested by Applicants | Council Recommended Allocations |
| City Public Works<br>*Sidewalk and ADA Corner Ramp (2026)* | $230,000 | $230,000 |
| City of Madera Parks Department<br>*Horseshoe Pits- Design* | $51,000 | $51,000 |
| City of Madera Parks Department<br>*Clinton Street Widening* | $78,000 | $78,000 |
| City of Madera Parks Department<br>*Demolition Project: Mexican-American & CASA Buildings* | $300,000 | $284,365 |
| **Total** | **$659,000** | **$643,365** |

***Unexpended Funds***

During the Council meeting on March 18, 2026, Council approved the reallocation of CDBG-Revolving Loan Program Income to the reconstruction of the City's Centennial Park Pool. Table 5 provides funding detail.

| **Table 5:** *Proposed Allocation of the CDBG-RLF Program Income* | | | |
|---|---|---|---|
| Funding Source | Reallocation Project | Amount to Reallocate | Proposed Funding Total |
| CDBG-RLF Program Income | City of Madera Parks<br>*Centennial Park Pool* | $239,322 | $239,322 |

***Home Investment Partnership Program Funds***

The City is an entitlement jurisdiction for the HOME Investment Partnerships Program (HOME). The updated Program Year 2026/27 eligible allocation is $450,760, which is an increase of $52,203.

An eligible HOME project must be a form of an affordable housing activity and serve low-moderate income families. Eligible activities for HOME funds are:

- Housing rehabilitation
- New construction of affordable housing units
- Acquisition and rehabilitation
- Multifamily projects

- New construction
- Down payment assistance programs
- First-time homebuyer down payment assistance
- Owner occupied rehabilitation
- Tenant-based rental assistant programs
- Predevelopment loans to CHDOs

The FYs 2025-2029 Con Plan found that affordable housing is the number one priority needed in the City. Therefore, the City is proposing Project HOME in the amount of $365,184. The activities tied to this project will work to preserve and expand the supply of affordable housing. The remaining balance of $40,576 will be allocated to the administration of Project HOME.

**FINANCIAL IMPACT:**

This allocation will not have an impact on the General Fund. The City will administer the CDBG and HOME grants with existing staff. All of the CDBG and HOME monies mentioned in this staff report will be included in the Fiscal Year 2026/27 Proposed City Budget for Council consideration. It should be noted that failure to meet HUD's submission deadline of August 16, 2026 may result in reduction or loss of federal funding.

**ALTERNATIVES:**

As an alternative, to the proposed funding recommendations, Council may:

1. Reject the proposed funding allocations.
2. Adjust the proposed funding allocations.
3. Develop new allocations.

**ATTACHMENTS:**

1. Resolution authorizing the submission of the 2026/27 CDBG and HOME Annual Action Plan and Exhibit A to the resolution, the PY 2026/27 Annual Action Plan
2. Resolution authorizing the acceptance of the PY 2026/27 CDBG annual entitlement in the amount of $957,097 and Exhibit A to the resolution, the PY 2026/27 Annual Action Plan
3. Resolution authorizing the acceptance of the PY 2026/27 HOME annual entitlement in the amount of $450,056 and Exhibit A to the resolution, the PY 2026/27 Annual Action Plan
4. Resolution authorizing the reallocation of the CDBG Revolving Loan Program Income to the reconstruction of the City's Centennial Park Pool in the amount of $239,322.
5. Attachment A: PY 2026/27 Council Allocation Final Funding Allocation

**RESOLUTION NO. 26-___**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) 2026/27 ANNUAL ACTION PLAN**

**WHEREAS,** the U.S. Department of Housing and Urban Development (HUD) requires recipients of Community Development Block Grant (CDBG) funding to submit an Annual Action Plan; and

**WHEREAS,** the City has completed the development process for the Annual Action Plan; and

**WHEREAS**, the Annual Action Plan is due to HUD by August 16, 2026.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves submission of the U.S. Department of Housing and Urban Development City of Madera CDBG and HOME 2026/27 Annual Action Plan, which is attached as Exhibit A to this resolution and incorporated by reference.
3. This resolution is effective immediately upon adoption.

**RESOLUTION NO. 26-___**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2026/27 ALLOCATION IN THE AMOUNT OF $957,097 IN THE PROGRAM YEAR 2026/27 ANNUAL ACTION PLAN**

**WHEREAS,** the U.S. Department of Housing and Urban Development (HUD) requires recipients of Community Development Block Grant (CDBG) funding to submit a five-year Consolidated Plan; and

**WHEREAS,** the City has completed the development process for the Program Year 2026/27 Annual Action Plan; and

**WHEREAS**, the City is an entitlement jurisdiction for the CDBG program and funding is dependent upon the submission of an Annual Action Plan:

**WHEREAS:** the City's CDBG entitlement allocation for the Program Year 2026/27 is $957,097; and

**WHEREAS:** the Annual Action Plan is due to HUD by August 16, 2026.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves allocation of the Program Year 2026/27 U.S. Department of Housing and Urban Development City of Madera CDBG allocation in the amount $957,097 in the Program Year 2026/27 Annual Action Plan, which is attached as Exhibit A to this resolution and incorporated by reference.
3. This resolution is effective immediately upon adoption.

**RESOLUTION NO. 26-___**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) PROGRAM YEAR 2025/26 ALLOCATION IN THE AMOUNT OF $450,760 IN THE PROGRAM YEAR 2026/27 ANNUAL ACTION PLAN**

**WHEREAS,** the U.S. Department of Housing and Urban Development (HUD) requires recipients of Community Development Block Grant (CDBG) funding to submit a five-year Consolidated Plan; and

**WHEREAS,** the City has completed the development process for the Program Year 2026/27 Annual Action Plan; and

**WHEREAS**, the City is an entitlement jurisdiction for the HOME program and funding is dependent upon the submission of an Annual Action Plan:

**WHEREAS:** the City's HOME entitlement allocation for the Program Year 2026/27 is $450,760; and

**WHEREAS:** the Annual Action Plan is due to HUD by August 16, 2026.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves allocation of the Program Year 2026/27 U.S. Department of Housing and Urban Development City of Madera HOME allocation in the amount $450,760 in the Program Year 2026/27 Annual Action Plan, which is attached as Exhibit A to this resolution and incorporated by reference.
3. This resolution is effective immediately upon adoption.

**RESOLUTION NO. 26- _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE REALLOCATION OF $239,322 OF REOLVING LOAN FUNDS TO THE CITY OF MADERA PARKS DEPARTMENT'S PROGRAM YEAR 2025/26 CENTENNIAL PARK POOL PROJECT**

**WHEREAS**, the City has a Revolving Loan Fund program funded with Community Development Block Grant (CDBG) monies and administered by the Madera County Economic Commission (MCEDC); and

**WHEREAS,** the last approved loan was issued in January 2021; and

**WHEREAS,** on February 18, 2026 staff provided Council with an informational report that include the CDBG Revolving Loan Fund Program Income balance in the amount of $389,322; and

**WHEREAS;** the MCEDC requested to retain $150,000 of the Program Income balance; and

**WHEREAS**; the Program Income balance returned to the City in the amount of $239,322 needs to be allocated to a new or existing capital or public improvement project; and

**WHEREAS**, the City is proposing the allocation of the CDBG Revolving Loan Program Income unexpended balance to the Program Year 2025/26 City Parks Centennial Park Pool Project in the amount of $239,322 in the Program Year 2026/27 CDBG and HOME Investments and Partnership Program (HOME) Annual Action Plan.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Manager is hereby authorized to take such action to implement the terms of the Resolution.
3. This resolution is effective immediately upon adoption.

*****

City of Madera

# 2026/27 *Fiscal Year*

## Community Development Block Grant and HOME Investment Partnership Program

## Annual Action Plan








# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

### 6. Summary of comments or views not accepted and the reasons for not accepting them

### 7. Summary

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| | | |
| CDBG Administrator | MADERA | Finance Department, Grants Division |
| HOME Administrator | MADERA | Finance Department, Grants Division |

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City of Madera Grants Department is the lead agency in administering the Community Development Block Grant and the HOME Inverstments Partnerhsip Program grant from the U.S. Department of Housing and Urban Development. The Grants Department is also responsible for the preparation of the Consolidated Plan, Annual Action Plans, and the Consolidated Annual Performance Report.

### Consolidated Plan Public Contact Information

Marcela Zuniga
Grants Administrator - Grants
City of Madera
205 W Fourth Street
Madera, CA 93637
559-661-3692
mzuniga@madera.gov

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

Throughout the preparation of the Annual Action Plan, the City consulted with local stakeholders to ensure local needs are met. The City also attended meetings and spoke with local housing and homeless service providers to gain additional input. The goal of the consultation process was to gather data, inform the community, and determine the priorities of the Madera residents.

### Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City has an active relationship with the local housing authority. Staff have a mutual understanding of the need to increase access to affordable housing as well as improve the appeal of the current public housing inventory. Both entities are focused on developing strategies that are within the capacity of each. City staff attend the Homeless Implementation Committee monthly meetings. This is a group of local stakeholders focused on the systemic barriers affecting individuals experiencing homelessnes or persons at risk of homelessness.

### Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Fresno-Madera Continuum of Care (FMCoC) provides comprehensive homeless and housing services to individuals in both the Fresno and Madera regions. FMCoC assists homeless persons make the transition from homelessness to independent or supportive permanent housing. FMCoC provides access to education, health and mental health services, employment training, and life skills development. In 2020 FMCoC is comprised of 35 members from a broad spectrum, including: service providers, government agencies, housing providers, and community coalitions. The needs of the Madera community are different than those in Fresno, therefore a more strategic approach is in process between FMCoC leadership and Madera stakeholders. The goal is to streamline the process of implementing the Point in Time Count while ensuring accurate data collection.

### Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Madera does not apply for ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | Community Action Partnership of Madera County |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Service-Fair Housing<br>Services - Victims<br>Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Staff meets with CAPMC staff monthly during the Homeless Implementation Committee meetings and receives updates on the homeless in the community. With this partnership, staff anticipates maintaining an accurate understanding of the homeless needs in the community. |

### Identify any Agency Types not consulted and provide rationale for not consulting

Staff consults with the entire Homeless Implementation Committee. None of the agencies are excluded from this discussion.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Fresno Housing Authorities | The strategic plan and Fresno/Madera Continuum of Care both address the need to provide services and housing for homeless persons. |

**Table 3 – Other local / regional / federal planning efforts**

### Narrative (optional)

Staff participation in the Housing Implementation Committee will improve staff's understanding of the local homeless needs. Staff also consulted directly with leadership from the Madera Contiuum of Care to improve understanding of role it plays in the Madera community in supporting the needs of persons experiencing homelessness. This deeper understanding will support ongoing conversations with City staff to identify future CDBG and HOME funding criteria and work toward reaching the goals outlined in the City's 2024-2029 Consolidation Plan.

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation
**Summarize citizen participation process and how it impacted goal-setting**

The Community had several opportunities to participate and was encouraged to provide input and listen to the selection process. After applications were received, the public was invited to attend the Block Grant commission meeting on March 2, 2026. During this meeting, applicants provided a brief presentation of their program. Following their presentations, applicants were available for questions and answers. On March 4, 2026 a 30-day public review and comment period began and ended April 6, 2026. A Public Hearing was held on March 18, 2026 during a regular meeting of the Madera City Council.

The CDBG Block Grant Commission based their funding recommendations on the goals as identified in the 2025-2029 Consolidated Plan. City Council maintained the funding recommendations as presented with minimal changes.

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Meeting | Minorities<br><br>Non-English Speaking - Specify other language: Spanish<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | March 2, 2026: a Block Grant Commission (BGC) meeting was held. City staff, members of the BGC, and representatives from the 2026/27 CDBG applicants were in attendance. | All applicants in attendance provided a short presentation on the proposed project and answered questions from the BGC members. | All comments were received and considered by the BGC members. No comments were rejected. | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Newspaper Ad | Minorities<br><br>Non-English Speaking - Specify other language: Spansih<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | A notice of the 30-day public comment period and upcoming Public Hearing was published in the Madera Tribune on March 7, 2026. The public comment period began on March 4, 2026 and concluded on April 6, 2026. Members of the BGC and applicants were invited to attend. | There were no public comments received. | This is not applicable. | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 3 | Public Hearing | Minorities<br><br>Non-English Speaking - Specify other language: Spanish<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | March 18, 2026: A public hearing was held during a regularly scheduled Council Meeting. City Council members discussed the proposed funding for projects as recommended by the BGC. After deliberation, minimal changes were made and agreed to by motion. Provide that final allocations for the 2026/27 program year had not been released yet, final allocations would be approved in a subsequent Council meeting. | No public comments were received. | This is not applicable. | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 4 | Public Meeting | Minorities<br><br>Non-English Speaking - Specify other language: Spanish<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | April 15, 2026: Final allocations for the CDBG and HOME programs were released on April 3, 2026. Staff presented final allocations to City Council for final approval. | One public comment letter was received from the Community Action Partnership of Madera County (CAPMC) on March 25, 2026 for Council review and consideration during the April 15, 2026 meeting. The letter stated CAPMC's intentions to rescind both the administration and public service allocations. No other public comment received. | Council accepted the public comment and the CDBG awards for CAPMC previously agreed upon during the March 18, 2026 meeting were reallocated. | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

The City's total Program Year 2026/27 eligible funding total is $1,647,179 and includes three financial resources:

1. The City's CDBG annual entitlement award in the amount of $957,097

2. The City's HOME entitlement allocation in the amount of $450,760

3. The City's prior Year's Resources: CDBG Revolving Loan unexpended program income in the amount of $239,322

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 957,097.00 | 4,000.00 | 239,322.00 | 1,200,419.00 | 3,020,067.00 | The City was allocated $957,097 for the 2026/27 PY.The City anticipates receiving approximately $4,000 in program income from outstanding Revolving Loan Program recipients throughout the PY. The City will be reallocating $239,322 of unexpended CDBG Revolving loan funds. These funds will be allocated towards the 2025/26 City Parks Centennial Park Pool project. The expected amount available is the total of the 2025/26 amount (3,973,164) adding the expected PI and reducing the 2026/27 CDBG allocation. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| HOME | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 450,760.00 | 0.00 | 0.00 | 450,760.00 | 963,466.16 | The City was allocated $450,760 for the 2026/27PY. The expected amount available is the total of the 2025/26 amount ($1,414,226.16) and reducing the 2026/27 HOME allocation. |

**Table 5 - Expected Resources – Priority Table**

## Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement. However, in evaluating the proposals for CDBG funding each year, the City uses the availability of matching funds as a factor in determining recommended allocations.

### If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Madera  is considering an mixed use affordable housing project in downtown Madera. The property is owned by the City. The project would be funded by federal and state grants including HOME, Regional Early Action Planning (REAP), and Permanent Local Housing Allocation (PLHA). If brought to fruition, this project would increase affordable housing stock and allow for public transit access.

### Discussion

The projects described above support two of the goals identified in the 2025/29 Consolidated Plan.

The highest local need is increase of the affordable housing stock. HOME funds will be used toward increasing housing stock and/or improving the existing housing stock in the community. This may be met through the implementation of an owner-occupied rehabilitation program and/or through the development of new affordable housing.

Improving community assets is also an identified concern. Currently the only public pool in Madera is located at Centennial Pool Park. However, a malfunction in the pool's filtration system was identified in June 2025 and has been closed since. The addition of funds to this project is in support of a major rehabiliation required to safely re-open the pools.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Low- to moderate-income citizens will have access | 2025 | 2029 | Affordable Housing | City of Madera City Limits | Increase Affordable Housing | HOME: $365,184.00 | Homeowner Housing Added: 2 Household Housing Unit |
| **2** | Improve the quality and access to programs and fac | 2025 | 2029 | Non-Homeless Special Needs | City of Madera City Limits | Improve Public Services | CDBG: $108,468.00 | Public service activities other than Low/Moderate Income Housing Benefit: 4400 Persons Assisted |
| **3** | Enhance the economic well-being of all citizens th | 2025 | 2029 | Non-Housing Community Development | City of Madera City Limits | Community and Economic Development | | |
| **4** | Enhance the quality and use of the physical infras | 2025 | 2029 | Non-Housing Community Development | City of Madera City Limits | Enhance Public Improvements and Public Infrastruct | CDBG: $598,322.00 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 22011 Persons Assisted |
| **5** | Prevent and reduce homelessness | 2025 | 2029 | Homeless | City of Madera City Limits | Address Homeless Needs and Services | CDBG: $15,000.00 | Homelessness Prevention: 25 Persons Assisted |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 6 | Administration | 2025 | 2029 | Administration | City of Madera City Limits | Increase Affordable Housing<br>Enhance Public Improvements and Public Infrastruct<br>Address Homeless Needs and Services<br>Improve Public Services<br>Community and Economic Development | CDBG: $190,264.00<br>HOME: $40,576.00 | Other: 0 Other |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| 1 | **Goal Name** | Low- to moderate-income citizens will have access |
| | **Goal Description** | Project HOME will serve low-to-moderate-income households through the development of affordable housing and/or through rehabilitating existing housing stock. The City is in the planning phase of planning for affordable housing development but understands the need to increase/improve housing stock. Therefore, this project is designed to develop housing and/or rehabilitate existing housing. |
| 2 | **Goal Name** | Improve the quality and access to programs and fac |
| | **Goal Description** | Will help to address basic needs as well as provide important services to the community. |

| | | |
|---|---|---|
| **3** | **Goal Name** | Enhance the economic well-being of all citizens th |
| | **Goal Description** | The activities tied to this goal will work to increase residents' job readiness through skill training, promotion of business, educational opportunities, and other strategies that may serve low-income populations in their attempts to seek economic opportunities. No activities will be funded this program year that support this Plan goal. |
| **4** | **Goal Name** | Enhance the quality and use of the physical infras |
| | **Goal Description** | The investment in publicly owned facilities and infrastructure improves the community and neighborhoods in which they serve. This investment directly impacts housing development and economic growth of communities. The activities tied to this goal may include improvements to parks, streets, sidewalks, lighting, ADA accessibility, among other infrastructure and/or facilities that serve residents. The funding breakdown is as follows:<br>CDBG: $359,000<br>Prior Year Resources: $239,322 |
| **5** | **Goal Name** | Prevent and reduce homelessness |
| | **Goal Description** | The activities tied to this goal will support getting individuals and families out of homelessness as well as preventing individuals and families from becoming homeless. |
| **6** | **Goal Name** | Administration |
| | **Goal Description** | Provide Administrative Services to Achieve Madera 2025-2029 Consolidated Plan Goals. |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The following is a list of the projects funded through the 2025/2026 CDBG Annual Action Plan. The projects consist of administration, public services and capital projects. All funded projects are expected to be completed by June 30, 2026.

**Projects**

| # | Project Name |
|---|---|
| 2 | City of Madera HOME Admin 25/26 |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects that were prioritized were housing, homelessness, and infrastructure. These priorities were identified through the data analysis and citizen participation feedback for the 2025/29 Consolidated Plan. While there are several constraints to meeting the needs of low-income residents, the primary obstacle is that there is a lack of funding to fully address all needs. The economic challenges facing the nation have forced many nonprofits to cut services at a time when governmental entities and others are least able to provide them.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | City of Madera HOME Admin 25/26 |
| | **Target Area** | City of Madera City Limits |
| | **Goals Supported** | Administration |
| | **Needs Addressed** | Increase Affordable Housing<br>Address Homeless Needs and Services |
| | **Funding** | : |
| | **Description** | The City of Madera provides full oversight of the HOME program. Administrative funding will be applied to personnel costs associated with providing such oversight. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | This activity provides administration oversight of the CDBG program; therefore, an estimated number of participants isn't proposed. |
| | **Location Description** | The City of Madera provides full oversight of the HOME program. Administrative funding will be applied to personnel costs associated with providing such oversight. |
| | **Planned Activities** | HOME administration includes all program development and implementation. It involves reimbursement processing and monitoring of the HOME grant for compliance. |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Madera does not direct assistance geographically.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| City of Madera City Limits | 100 |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

The rationale is driven by Madera's identified priority needs. All CDBG funds are allocated either to city-wide services and programs or withing eligible census tracts.

### Discussion

The City has not designated specific geographic areas within its jurisdiction to target or provide direct assistance.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

The City understands the critical need to increase the affordable housing stock. The HOME program will fund Project HOME which will focus on developing and/or preserving affordable housing.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 4 |
| Special-Needs | 0 |
| Total | 4 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 4 |
| Acquisition of Existing Units | 0 |
| Total | 4 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The reduction or prevention of homelessness is one of the highest rated local needs in the 2025-2029 Consolidated Plan.

The HOME funds will be used to target the highest rated need, affordable housing. The City recognizes the need to work toward this goal. While the production of affordable housing is time-consuming, the City intends on supporting this need through a two-pronged approach: 1) affordable housing development and 2) restoration/rehabilitation of existing housing stock. A total of 4 households may be served by this project.

## AP-60 Public Housing – 91.220(h)

### Introduction

The City of Madera maintains a strong relationship with the local housing authority. Both the City and the Housing Authority of the City of Madera (HACM) are eager to partner as opportunites arise to improve the lives of local residents.

### Actions planned during the next year to address the needs to public housing

Public housing needs are addressed through the HACM. The HACM is independent of the City of Madera, and the City retains no control over its funding or implementation programs.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACM staff have expressed concern of the impact of the shortage of affordable housing units. While, they have voucher availability, it is difficult for those clients to located affordable housing units.

Staff will continue strategizing with HACM staff during the 2026/27 PY to discuss how to effectively address public housing needs as described in the HACM Public Housing Annual Plan and those identified in the City's 2025-2029 Consolidated Plan. Specifically, the City is actively participating in multiple community groups in partnership with the HACM including Housing our Homeless and Strategic Housing Needs.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is not designated as troubled and is in good standing under 24 CFR 902.

### Discussion

For any additional information or inquiries about the Housing Authority's Public Housing Plan, requests can be sent to 205 North "G" Street, Madera, CA 93637.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations is focused on participating in the Housing Our Homeless Committee and collaborating with the Fresno/Madera Continuum of Care (FMCoC).

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During Program Year 2026/27 the City will continue its participation in the Housing Our Homeless Committee and partnership with the FMCoC. These partnerships support address ongoing homeless needs and the FMCoC annual Point-in-Time survey count, which assesses the needs of the homeless population.

Members of the Housing Our Homeless Committee work closely with the FMCoC to help address reaching a functional zero with homelessness. Currently, the FMCoC has a by-name registry list that includes all homeless individuals encountered that are willing to complete a Vulnerability-Index Service Prioritization Decision Tool survey. The survey prioritizes the vulnerability of the individual on the basis of chronic homelessness, medical history, mental health issues, substance use history, veteran status, and various other factors. The target is to be able to coordinate housing the most vulnerable and the most chronic homeless in housing program vacancies. The FMCoC currently operates the Multi-agency Access Program Point (MAPP), located in Fresno that is a one-stop service and referral for all homeless. The FMCoC is working to establishing a MAPP in Madera County to enhance the utilization of the coordinated entry and by-name registry list.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The FMCoC applies for and receives almost $6 million annually in HUD homeless funds. Ongoing collaboration with FMCoC supports Madera in remaining eligible for HUD funds to address homelessness.

Additionally, the Madera Rescue Mission is a subrecipient of Permanent Local Housing Allocation (PLHA) funds. The Mission provides emergency and rapid rehousing services. During the 2022/23 program year, the City of Madera awarded the mission monies for the facility improvements and ongoing operation costs. The mission has not exhausted these funds and will continue these improvements during this PY.

### Helping homeless persons (especially chronically homeless individuals and families, families

**with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Homelessness is a challenging obstacle to address. Through local partnerships, the City will collaborate efforts towards reducing the homeless population and recidivism back into a homeless state.

As previously mentioned, the Madera Rescue Mission also assists homeless persons in transitioning to permanent housing. The Mission announced thas six Tiny Homes available that serve as a source of transitional/rapid rehousing. Case management is provided to the persons living in these homes. The City works collaboratively with Mission staff to identify ongoing efforts to address homelessness.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Participation in the Housing our Homeless Committee is criticial in increasing knowledge about the resources available to homeless individuals. This group is comprised of numerous local stakeholders include law enforcement, public health, social services, and private entities. This collaboration supports local stakeholders to bring community awareness to the homeless populations and provide outreach and education on the resources available for residents at-risk of becoming homeless. An example of outreach and education efforts is the annual Homeless Awareness Day event hosted by Community Action Partnership of Madera County.

### Discussion

The City recognizes the need for strong and ongoing partnerships to continue the efforts in reducing and preventing homelessness. As one of the highest needs in the community, it is imperative to collaborate with local stakeholders, share assets, and strategize as a community to work toward this goal.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

Market and governmental factors pose constraints to the provision of adequate and affordable housing. These factors tend to disproportionately affect lower-income households due to their limited resources for absorbing the costs. Local jurisdictions have little influence over the market factors, such as the cost of labor and construction materials, cost of land, and the availability of financing, or statewide and national policies, such as prevailing wage requirements and environmental protection. As discussed in the Market Analysis, other local factors that could impede affordable housing development include:

- Land Use Controls
- Residential Development Standards
- Off-site Improvement Requirements
- Permit and approval process

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is undertaking several actions to reduce potential barriers and constraints to affordable housing, as well as promote housing for special needs populations. In its 2024 – 2023 Housing Element, the City describes planned efforts to mitigate housing barriers. These include the following:

- The City updated its Accessory Dwelling Unit (ADU) Ordinance to encourage ADU production.
- The City is using PLHA funding for the development of ADU plans that will be available for distribution to low-income families.
- To address the time constraint in the planning review and processing timeline, the City has developed an expedited permit processing for qualifying affordable housing projects.
- Finally, to streamline the development review and impact fee process, the City has compiled all development standards in an easily accessible online location.

### Discussion:

The City is aware of the barriers to affordable housing and the impact it has on the community. Correcting these issues would work toward reducing the barriers to accessing affordable housing. The impact of the above-mentioned changes will be continuously monitored and assessed.

## AP-85 Other Actions – 91.220(k)

### Introduction:

The City of Madera uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Madera, and to coordinate activities in these areas with other entities.

### Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited amount of Federal, State, and local resources available to meet the many needs in the community. The City of Madera will continue to pursue State and Federal resources as available to meet underserved needs and support efforts of nonprofits serving the community.

### Actions planned to foster and maintain affordable housing

The City will continue to foster and maintain affordable housing through the following programs:

- The Downpayment Assistance Program for First Time Homebuyers
- Counseling for first time homebuyers
- The Owner-Occupied Residential Rehabilitation Program
- HOME investment partnership program

### Actions planned to reduce lead-based paint hazards

Lead-based paint hazards are identified and abated prior to construction or close of escrow when the City assists a housing unit built before 1978. Also, the City will continue to provide deferred, zero-interest loans through the Owner-Occupied Residential Rehabilitation Program (OOR) to abate lead-based paint hazards.

### Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy is based on addressing and preventing homelessness and providing a range of employment opportunities and supportive services aimed at enabling those in poverty to move into the workforce. For the 2025/26 PY, four activities are proposed for funding to address this

need.  These activities are:

- The Community Action Partnership of Madera County and Fresno- Housing Stabilization Project
- OLIVE Safe House Project
- Madera County Workforce- In-home Child Care Pilot Program Project
- Madera Coalition for Community Justice- Madera Microenterprise Education Project

### Actions planned to develop institutional structure

The City's anti-poverty strategy is based on addressing and preventing homelessness and providing a range of employment opportunities and supportive services aimed at enabling those in poverty to move into the workforce. For the 2025/26 PY, four activities are proposed for funding to address this need.  These activities are:

- The Community Action Partnership of Madera County and Fresno- Housing Stabilization Project
- OLIVE Safe House Project
- Madera County Workforce- In-home Child Care Pilot Program Project
- Madera Coalition for Community Justice- Madera Microenterprise Education Project

### Actions planned to enhance coordination between public and private housing and social service agencies

The City of Madera also relies on the non-profit service sector to provide emergency shelter and transitional housing. The City of Madera will continue to support eligible organizations and their activities with local, state and federal funding as it's made available and upon their governing entity's approval.

### Discussion:

The City's anti-poverty plan is focused on promoting the work force and increasing access to direct services. In this manner, persons in the community will benefit from job training and/or employment. Direct services will support the employment. Together, these strategies can assist in reducing poverty in the community.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction:

The City of Madera strives to allocate CDBG and HOME funding to low-moderate income residents. The City has allocated all anticipated revenues in the PY 2026/27 Annual Action Plan.

### Community Development Block Grant Program (CDBG)
### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

### Other CDBG Requirements

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

### HOME Investment Partnership Program (HOME)
### Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Madera will not use HOME funds for anything other than the eligible activities identified

in section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City just received executed HUD agreeements and is still in the process of developing HOME investment partnership program guidelines. However, they will closely relate to the City's current CalHOME guidelines.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Repayment of loan is voluntary for the first 30-years after receiving the loan. Payments are voluntary, but if periodic payments are received, they are considered program income. In the event homebuyer sells or forecloses during the affordability period, homebuyer will pay the loan first and assume any profit remaining.

   Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

   Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable, and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   As the City updates it existing Calhome guidelines, the refinancing of debt will be included to comply with 24 CFR. 92.206.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City is not planning to implement a TBRA project

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific

category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

As mentioned, the City is not planning a HOME TBRA program.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   The City is not implementing any preference or limitation for rental housing projects.

The City will use all CDBG and HOME funds to assist low, moderate-income individuals. CDBG and HOME policies and procedures are continuously reviewed for compliance. Special requirements for both programs are reviewed by staff for understanding and implementation.

**Attachment A**

# City of Madera 2026/27 Proposed Allocations
# Community Development Block Grant Programs and Projects

| Activity Type | Estimated Maximum Allocation | Proposal | Amount Requested | | Block Grant Commission Funding Proposals 03/02/26 | City Council Proposals 03/18/26 | City Council Final Allocations 04/15/26 | Max. Remaining Funds |
|---|---|---|---|---|---|---|---|---|
| **Administration** | **$ 191,419** | City of Madera CDBG Administration | $ 198,000 | | $ 182,958 | $ 182,958 | $ 190,264 | |
| | | CAPMC Fresno Madera Continuum of Care Point-In-Time Administration | $ 15,000 | | $ 15,000 | $ 15,000 | $ - | |
| | | **Total Administration:** | **$ 213,000** | | $ 197,958 | **$ 197,958** | **$ 190,264** | **$1,155** |

| Activity Type | Estimated Maximum Allocation | Proposal | Amount Requested | | Block Grant Commission | City Council Proposals 03/18/26 | City Council Final Allocations 04/15/26 | Max. Remaining Funds |
|---|---|---|---|---|---|---|---|---|
| **Public Services** | **$ 143,565** | Community Action Partnerhsip Housing Stabilization | $ 65,000 | | $ 30,000 | $ 25,000 | $ - | |
| | | City Parks Dept. Seniors Nutrition & Recreational Program | $ 65,000 | | $ 30,000 | $ 30,000 | $ 30,000 | |
| | | O.L.I.V.E Charitable Organization The Bennet House | $ 15,000 | | $ 15,000 | $ 15,000 | $ 15,000 | |
| | | Pequenos Empresarios Madera Elevate | $ 75,000 | | $ - | $ - | $ - | |
| | | Project Run Project Run Madera | $ 20,000 | | $ 15,000 | $ 17,500 | $ 17,500 | |
| | | United Way- Fresno & Madera Counties Community-Based Navigation and Support | $ 50,000 | | $ 15,000 | $ 17,500 | $ 17,500 | |
| | | Madera County Food Bank Food Access & Family Support Project | $ 150,000 | | $ 43,468 | $ 43,468 | $ 43,468 | |
| | | **Total Public Services:** | **$ 440,000** | | $ 148,468 | **$ 148,468** | **$ 123,468** | **$ 20,097** |

| Activity Type | Estimated Maximum Allocation | Proposal | Amount Requested | | Block Grant Commission | City Council Proposals 03/18/26 | City Council Final Allocations 04/15/26 | Max. Remaining Funds |
|---|---|---|---|---|---|---|---|---|
| **Capital/Public Improvements** | **$ 622,113** | City Public Works Sidewalk and ADA Corner Ramp (2026) | $ 230,000 | | $ 230,000 | $ 230,000 | $ 230,000 | |
| | | City Parks Dept. Horseshoe Pits, Design | $ 51,000 | | $ 51,000 | $ 51,000 | $ 51,000 | |
| | | City Parks Dept. Clinton Street Widening | $ 78,000 | | $ 78,000 | $ 78,000 | $ 78,000 | |
| | | City Parks Dept. Demolition Project- Mexican American & Casa Buildings | $ 300,000 | | $ 284,365 | $ 284,365 | $ 284,365 | |
| | | **Total Capital Projects/Public Improvements:** | **$ 659,000** | | $ 643,365 | **$ 643,365** | **$ 643,365** | **$ (21,252)** |

| | |
|---|---|
| **Total Projected Funding** | **$ 957,097** |
| **Total Allocated Funding** | **$ 957,097** |

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** B-10

**SUBJECT:**

Change vision insurance provider to Vision Service Plan (VSP)

**RECOMMENDATION:**

Adopt a Minute Order approving VSP as the City of Madera's (City's) vision insurance provider effective July 1, 2026

**SUMMARY:**

The City's current vision insurance is provided by Superior Vision (Superior). City employees have begun to experience network disruption and difficulty in accessing services. Due to an increase in the frequency of employee reports of issues when seeking services, staff requested the City's broker evaluate alternative vision providers. It is recommended the City change vision insurance providers to VSP effective July 1, 2026.

**DISCUSSION:**

The City provides medical, dental, and vision insurance for employees and their families. The City has contracted with Superior since 2015 for vision benefits, including eye exams, glasses, and contact lenses. Starting about a year ago, employees began to experience coverage issues at provider offices as well as receive notices from long-time providers that they will no longer accept Superior insurance. Staff reached out to the City's broker for assistance. The City's broker has discussed the City's concerns with Superior, however employees continue to experience network disruption and difficulty obtaining services and benefits. As the situation has not improved, staff requested the City's broker evaluate alternative vision insurance providers. Of alternatives evaluated, VSP through the PRISM Benefits insurance pool most closely aligns with the City's current vision plan design. VSP is a well-known vision insurance provider and has a wide network of providers in the Central Valley.

**FINANCIAL IMPACT**

Table 1 provides a comparison of current Superior Vision monthly premiums and proposed VSP monthly premiums. The VSP premiums will be an 18-month rate guarantee through 12/31/2027.

| **Table 1:** *Monthly Premiums in US Dollars* | | | |
|---|---|---|---|
| *Enrollment Tier* | *Superior* | *VSP* | *Difference* |
| Employee Only | 6.24 | 7.30 | 1.06 |
| Employee + 1 | 9.69 | 11.30 | 1.61 |
| Employee + Family | 15.36 | 17.90 | 2.54 |

If the change to VSP is approved by Council, staff will include the change to VSP in the Fiscal Year 2026/27 Proposed Budget. The anticipated breakdown of the increase across funds is shown in Table 2, based on current enrollment.

| **Table 2:** *Annual Premium Increase by Fund in US Dollars (rounded)* | |
|---|---|
| *Fund Name* | *Increase* |
| General | 2,844 |
| CDBG Administration | 8 |
| Measure K | 178 |
| Water | 317 |
| Sewer | 378 |
| Airport | 3 |
| Dial-A-Ride | 39 |
| Fixed-Route | 39 |
| Fleet Acquisition | 5 |
| Fleet Maintenance | 39 |
| Facilities Maintenance | 194 |
| Computer Maintenance | 13 |
| Housing Development | 5 |
| Flood Control | 75 |
| Solid Waste | 53 |
| Street Cleaning | 44 |
| Tire Clean-up | 9 |
| PD Grants | 158 |
| **Total** | **4,401** |

**ALTERNATIVES:**

Council may direct staff to keep the current vision insurance provider or seek additional proposals.

**ATTACHMENTS:**

None

RETURN TO AGENDA

# Madera City Council Agenda
# May 20, 2026

## Agenda Item C-1
## Budget Workshop – Revenues

(Report by Michael Lima)

There is no written report for this item.

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**
Michael Lima
Michael Lima, Director of Financial Services

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** C-2

**SUBJECT:**

Microtransit Feasibility Study Workshop

**RECOMMENDATION:**

Receive the Madera Microtransit Feasibility Study Final Report and provide feedback and direction to staff. No formal action is being requested at this time.

**SUMMARY:**

The City entered into a contract for consultant services with Flexlynqs, LLC. (Consultant) on June 18, 2025. The purpose of the contract was to develop a Micro-Transit Feasibility Study of the Madera Transit services. The study's goal was to determine the feasibility of incorporating micro-transit into the City's public transit system. The feasibility was determined through systems assessment and community engagement.

After several months of study and dialogue between the community, City staff, and Flexlynqs, the Madera Microtransit Feasibility Study Final Report has been completed. The report recommends:

- Discontinuance of two existing fixed bus routes
- Expansion and modification of the current Dial-A-Ride service to a full microtransit service, and
- Establishment of two pilot programs to enhance regional connectivity and expanded service hours.

Should the Council direct staff to implement the recommendations outlined in the report, it is anticipated that implementation would take approximately 12 to 24 months.

**DISCUSSION:**

Flexlynqs was responsible for the management of the project's tasks and its timelines. Table 1 provides an overview of the deliverables and timelines.

**Table 1:** *Project Tasks and Timeline*

| Task | Timeline |
|---|---|
| Analyzing Existing Conditions | September 2025 |
| Phase 1: Outreach | November 2025 |
| Analysis | October 2025 – April 2026 |
| Phase 2: Outreach | March 2026 |
| Final Recommendations | May 2026 |

The Final Report identifies practical, implementable strategies that improve mobility, increase system efficiency, and better align transit services with how residents in Madera travel today.

***Summary of the Madera Microtransit Feasibility Study Final Report***

*Current System Challenges*:

Throughout the study, community outreach, stakeholder engagement and quantitative analysis were conducted to assess and understand the transportation challenges faced by Madera residents and the performance of the existing transit system. The key themes that emerged from this outreach and analysis include:

1. Residents want faster and more reliable service.
2. Residents are interested in on-demand transportation.
3. Current fixed-routes are not structured in a way that is meeting demand efficiently.
4. The expansion of transit services.
5. The lack of public awareness about the services offered by the City's existing transit system.

*Proposed Alternatives:*

After an analysis of data, community feedback, and internal discussions between the City and Flexlynqs, a hybrid approach is recommended. The proposed solution includes:

1. Retention of the two higher performing fixed routes (Purple and Orange) with modifications that include consistent 30-minute headways.
2. Discontinuance of two lower performing fixed routes (Green and Blue).
    a. Green route: travels to Madera Community College
    b. Blue route: travels to Amtrak and near Matilda Torres High School
3. Introduction of on-demand microtransit service.
4. Introduction of complementary personal mobility on-demand (PMOD) enhancements.

5. Recommendation to implement pilot programs involving weekend microtransit service as well as dedicated service to and from Fresno for medical appointments and education activities.

If implemented, the recommendations outlined in the study are anticipated to increase ridership while reducing operating costs, as the existing fixed-route system is not considered the most cost-effective transit model based on current ridership demand. This study was presented to the Transit Advisor Board (TAB) at its May 11, 2026 meeting. After hearing the presentation and reviewing the plan, the TAB approved the concepts and recommendations in the plan.

*Summary and Projected Impacts:*

The recommended approach anticipates measurable changes to system performance, cost, and service delivery. Key projected impacts include:

1. Increase in ridership.
2. Reduction in annual operating cost.
3. Reduction in the cost per trip.
4. Reduction in the number of fixed routes.
5. Change from traditional Dial-A-Ride to On-Demand microtransit.
6. Introduction of supplemental on-demand services.

There are additional impacts of implementing the recommended hybrid approach affect the City's fleet and existing bus stops:

1. *Bus stops and passenger facilities*: If the Green and Blue Lines are eliminated as fixed routes and on-demand microtransit serves those areas instead, some existing stops along those routes would no longer be served by a scheduled bus. Staff would evaluate each stop as part of implementation planning to determine whether it should be retained, relocated, repurposed, or removed.

2. *Fleet mechanics and maintenance*: Microtransit would not automatically eliminate the need for the City's fleet mechanics. The City currently has 21 transit vehicles. If the City continues to own and maintain the vehicles used for microtransit, City mechanics would still be needed, although the nature of the work may shift over time toward a more varied fleet that includes smaller vehicles like vans. If the City procures a private provider that supplies vehicles and maintenance, the City's direct maintenance responsibilities could decrease, but staff may still need to oversee vehicle condition, accessibility, safety, contract compliance, and performance. There is also a likelihood that, should a private provider be able to maintain the vehicles, current City staff will be transitioned to maintaining other vehicles within the City fleet.

3. *Future Fleet composition*: The City's existing fleet includes a mix of cutaway-style buses, larger fixed-route vehicles, and smaller vans, including Dodge Voyager/BraunAbility

vehicles used for demand-response service. Under the recommended approach, the fleet would likely become more "right-sized" over time. The City would still need vehicles capable of serving the retained fixed routes, but microtransit service could rely more heavily on smaller vehicles such as accessible vans, minivans, cutaways, or similar vehicles that are easier to deploy dynamically and more appropriate for lower-density neighborhoods or lower-volume service periods. Any future fleet plan would need to preserve wheelchair-accessible service and meet ADA requirements.

*What Might Microtransit Look Like?*

If implemented, the hybrid system would operate more like a shared ride service rather than a traditional fixed route or Dial–A–Ride service. Notable differences include:

1. Rather than requiring riders to wait at a fixed bus stop for a bus operating on a set route and schedule, riders would request trips within a defined service area using a mobile app, website, or by telephone call.

2. The existing Dial-A-Ride system would be modernized into microtransit that includes app and phone-based trip booking, as well as real-time vehicle and trip tracking.

There are several operating models that may be used to implement microtransit. For example, the City could continue using a contracted transit operator and use City-owned vehicles. Another option would be to contract a microtransit company to provide some combination of drivers, vehicles, and customer service alongside the microtransit software itself.

The Final Report also recommends limited personal mobility on-demand (PMOD) pilots using shared ride services such as Uber and Lyft. These pilots would function as pay-per trip services that would fill service gaps.

***Next Steps***

The Final Report does not prescribe an exact implementation method. If Council approves the recommended hybrid approach, staff will begin the implementation phase and develop strategies to support the transition away from the current system.

Overall, the recommended service approach maintains the core elements of the existing fixed route system while introducing targeted improvements to better meet community needs. These improvements are designed to be achieved within the existing budget by using resources more efficiently and focusing investment where it delivers the greatest benefit. A copy of the report is included with this staff report, along with a presentation that provides an overview of the report and key findings.

The timeline to implement the final recommendations and suggested implementation strategies are largely driven by the expiration of the contract with the current transit operator. This

contract's base term ends on June 30, 2027, with a possible one-year extension ending on June 30, 2028.

Staff is seeking Council feedback based on the information and recommendations presented in the Final Report. Staff will include Council recommendations into the Final Report and return to Council at a later date requesting action. The implementation of strategies presented in the Final Report will not be immediate. Rather they will occur over approximately 12-24 months after Council approval.

**FINANCIAL IMPACT:**

Transit expenses and personnel time are paid for by Federal Transit Authority, State of California, and local annual allocations of State of Good Repair, Low Carbon Transit Operations Program, Local Transportation Fund, and Measure T monies. This study is being paid with Measure T funds. The cost of the study is $198,505.

**ALTERNATIVES:**

1. Reject the Madera Microtransit Feasibility Study Final Report.
2. Provide suggestions to incorporate into the Final Report.
3. Direct staff to continue working with Flexlynqs in developing the Final Report.

**ATTACHMENTS:**

1. Exhibit A – Madera Microtransit Feasibility Study Report
2. Flexlynqs Presentation

Exhibit A

# MICROTRANSIT FEASIBILITY STUDY

## FINAL REPORT

## MADERA METRO TRANSIT

May 2026




flexlynqs

# Microtransit Feasibility Study

## *Final Report*

*Prepared for*

City of Madera
Madera Metro
205 W. 4th Street
Madera, CA 93637

*Prepared by*

Flexlynqs LLC
39899 Balentine Drive, Suite 200
Newark, CA 94560

*In partnership with*

Ontra Mobility
Bodewell Group

*May 2026*

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# Executive Summary

The City of Madera initiated this Microtransit Feasibility Study to evaluate how its transit system can better meet existing and future mobility needs. Madera Metro currently provides fixed-route, Dial-A-Ride (DAR), and ADA/Paratransit services, but the City recognizes that gaps remain in coverage, convenience, and overall system performance.

This study builds on prior planning efforts by evaluating both existing services and potential new service models in a coordinated way. The intent is to identify practical, implementable strategies that improve mobility, increase system efficiency, and better align transit services with how people travel in Madera today.

## Current System Challenges

Throughout the study, the team conducted community outreach, stakeholder engagement, and quantitative analysis to assess and understand the transportation challenges facing Madera residents and the performance of the existing Madera Metro system. As part of that analysis, several key themes emerged.

1. **Residents want faster and more reliable service.** Lengthy walk distances to stops, infrequent service, having to wait for service in inclement weather, and inconsistent on-time performance all contribute to the perception that transit is not convenient or dependable.
2. **Residents are interested in on-demand transportation**. While they are not at this time fully willing to forgo fixed-route transportation, an overwhelming majority of survey respondents and stakeholders expressed interest in using on-demand microtransit. In analyzing the data, we also see that in recent months, growth in ridership is primarily driven by growth in DAR trips rather than fixed-route. **Figure ES-1** presents DAR and paratransit ridership by fiscal quarter, where the DAR trend shows a modest early dip followed by a steady overall increase, reaching its highest level in the most recent quarter. Additionally, **Figure ES-2** shows a decline in fixed-route ridership in the last quarter, further supporting a shift in demand toward on-demand services.

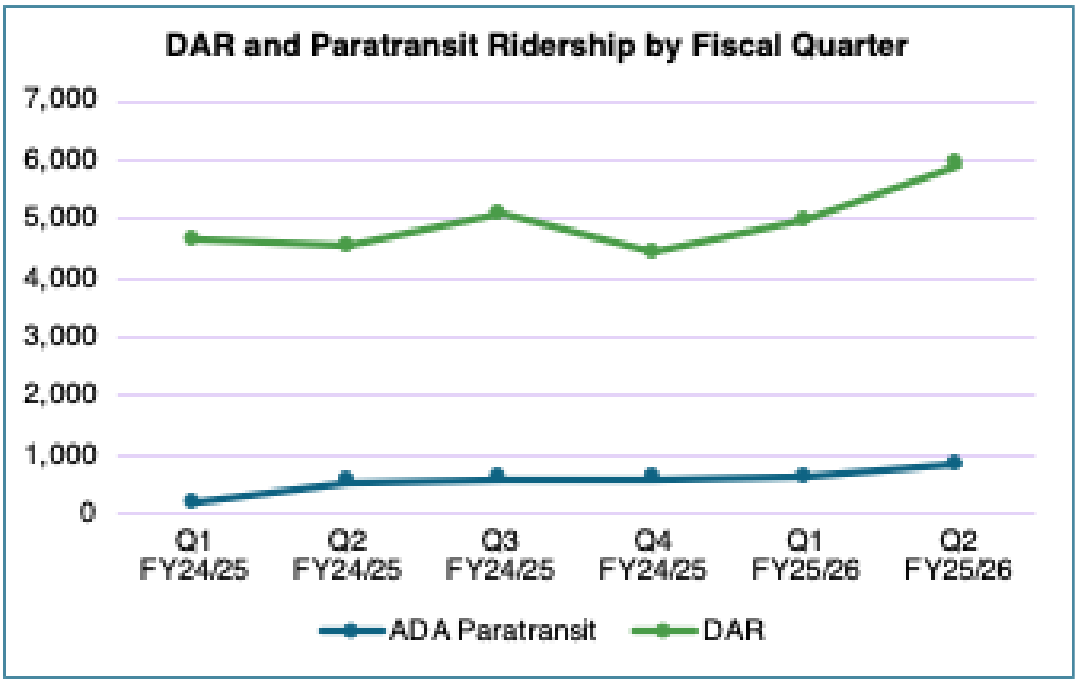



*Figure ES-1. DAR & Paratransit Ridership by Fiscal Quarter*

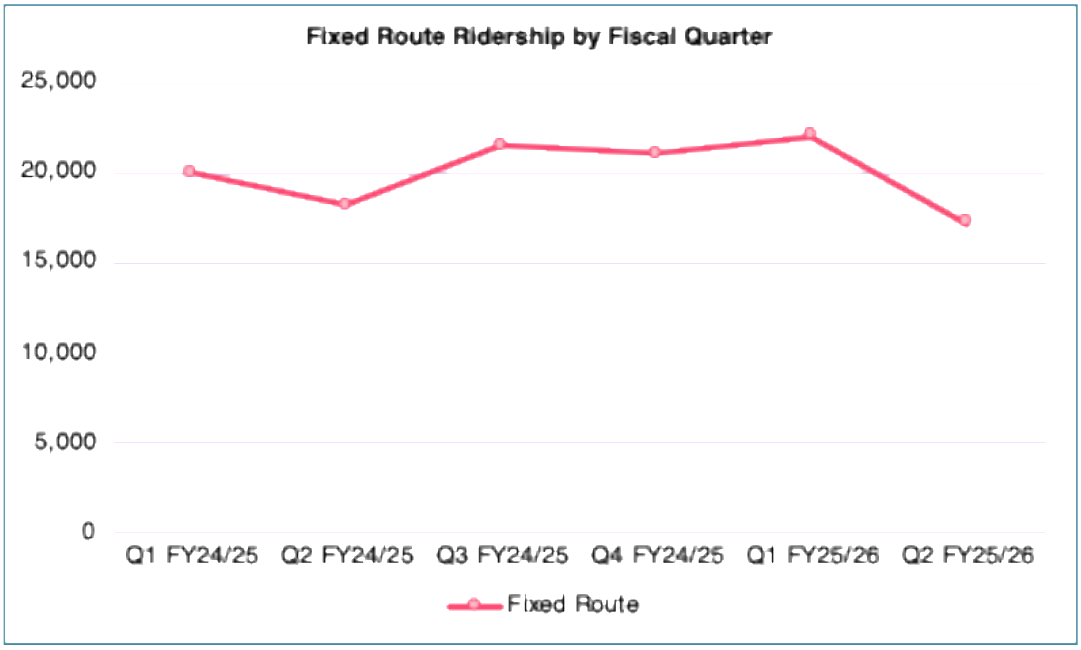



*Figure ES-2. Fixed-Route Ridership by Fiscal Quarter*

3. **Current fixed-routes are not structured in a way that is meeting demand efficiently.** Long wait times, inefficient routes, and underused routes consume resources and limiting hours of coverage and other opportunities to enhance service. The result is a high cost per trip, suggesting that many trips may be more efficiently served by on-demand microtransit from an operational perspective. As shown in **Figure ES-2,** there is a decline in ridership in the most recent quarter, further indicating weakening performance. In addition, **Figure ES-3,** highlights trips per revenue hour by route, where routes such as 3 and 4 average roughly one trip per revenue hour, suggesting these underutilized routes may be contributing to higher cost per trip and inefficient use of resources.

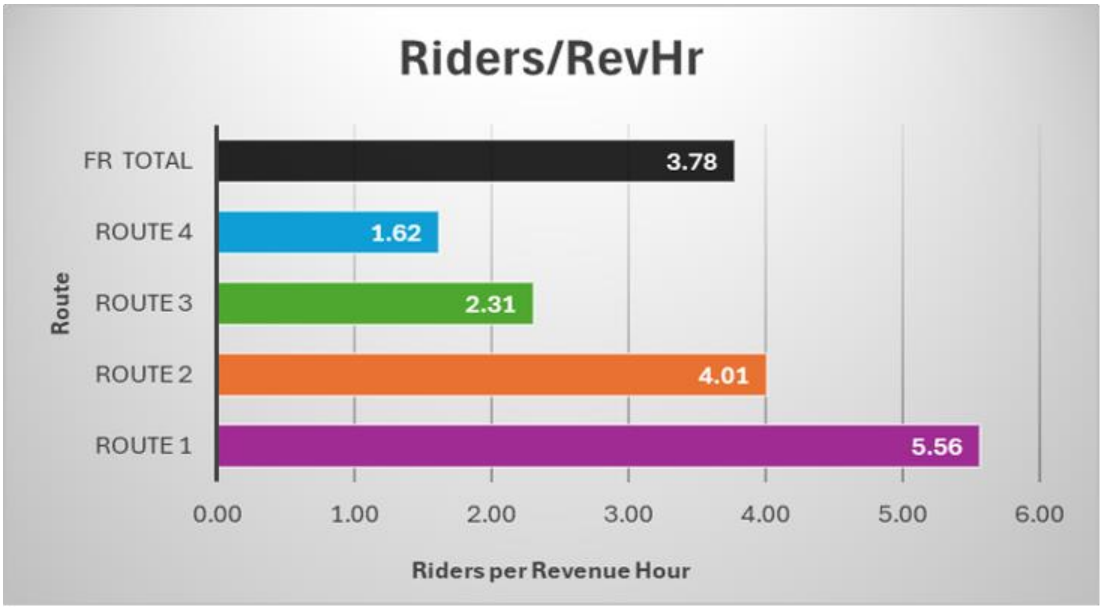



*Figure ES-3. Riders per Revenue Hour for Q2 of FY25/26*

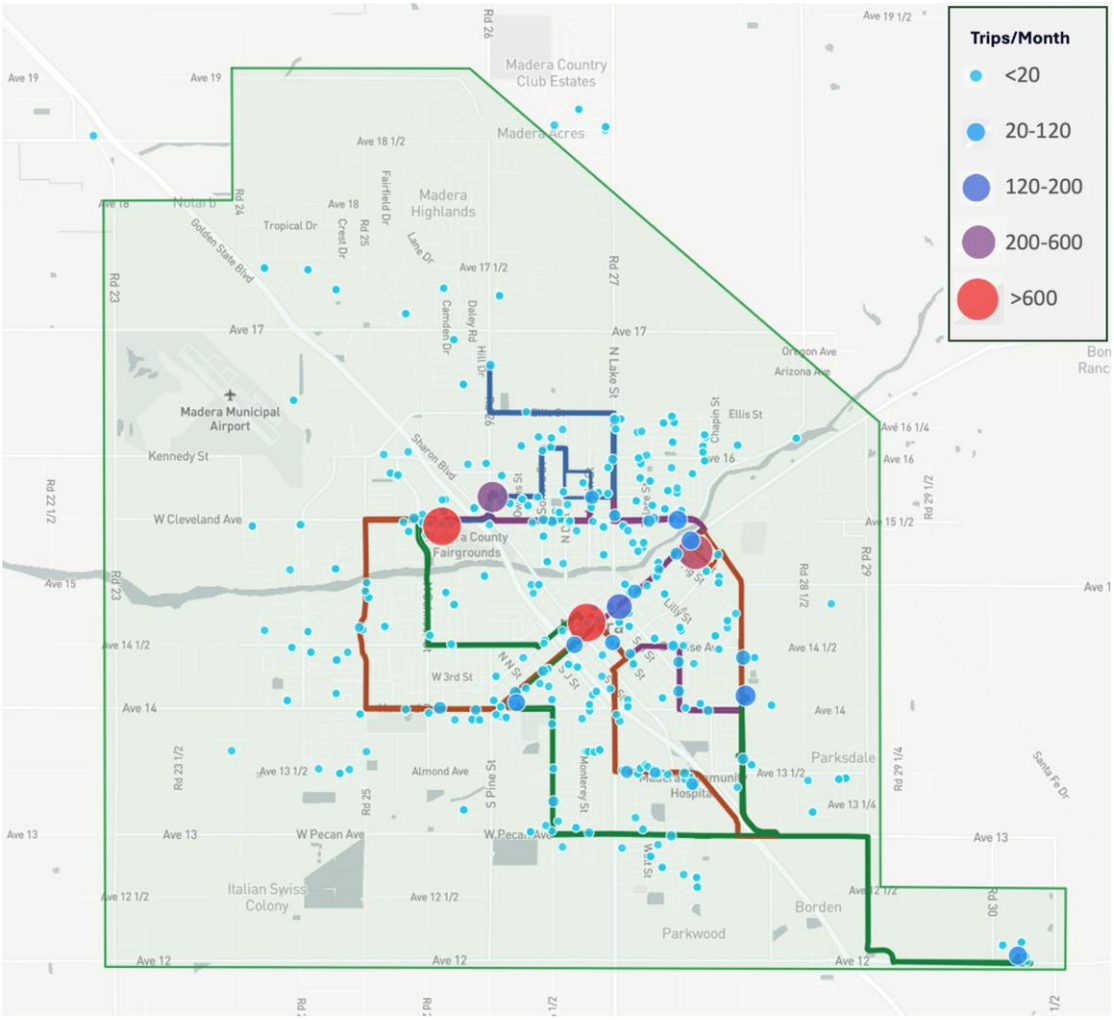



*Figure ES-4. Current Demand Among Transit Users*

4. **Services could be expanded** to better meet the needs of early morning and later evening travelers, weekend travelers, and travelers to and from Fresno for medical appointments and school. Opportunities to supplement current services with other flexible on demand service delivery types would improve access to more destinations at more hours for these travelers. See **Figure ES-4** for a summary of current demand among transit users within the Madera service area.
5. **The public lacks information about the services the City provides.** Throughout the course of this study, it became clear that residents do not have a good understanding of what options are currently available to them and how to best use the system to meet their needs. Any future changes to the system represent an opportunity to improve communication and public awareness, ensuring that transit services are clearly understood and accessible to the community.

# Proposed Solution

After careful analysis of the leading alternatives and incorporating feedback from the community as well as City staff, our team is proposing a **hybrid approach**. This proposed system would maintain essential fixed-routes with higher demand and improve those fixed-routes in terms of their structure and headways, while also rolling out on-demand microtransit service and introducing complementary personal mobility on-demand (PMOD) enhancements. In so doing, the City will have the opportunity to combine the most reliable and efficient elements of fixed-route service while introducing more modern and scalable mobility options, without sacrificing coverage or increasing the overall budget. The result would be a more reliable and accessible transit network.

Specifically, based on study outcomes, it is recommended to convert DAR service to a modernized on-demand microtransit service with expanded hours, improved customer experience, and enhanced connectivity to key destinations, including select locations in Fresno. Then, we suggest modifying the Purple and Orange lines to be more linear and operate with more consistent 30-minute headways. Lower performing routes and route segments would then be eliminated, and service in those areas would be provided through improved on-demand microtransit. All of these changes together are projected to increase ridership while reducing overall system costs. The proposed alternative is summarized in **Figure ES-5** through **Figure ES-7** below:

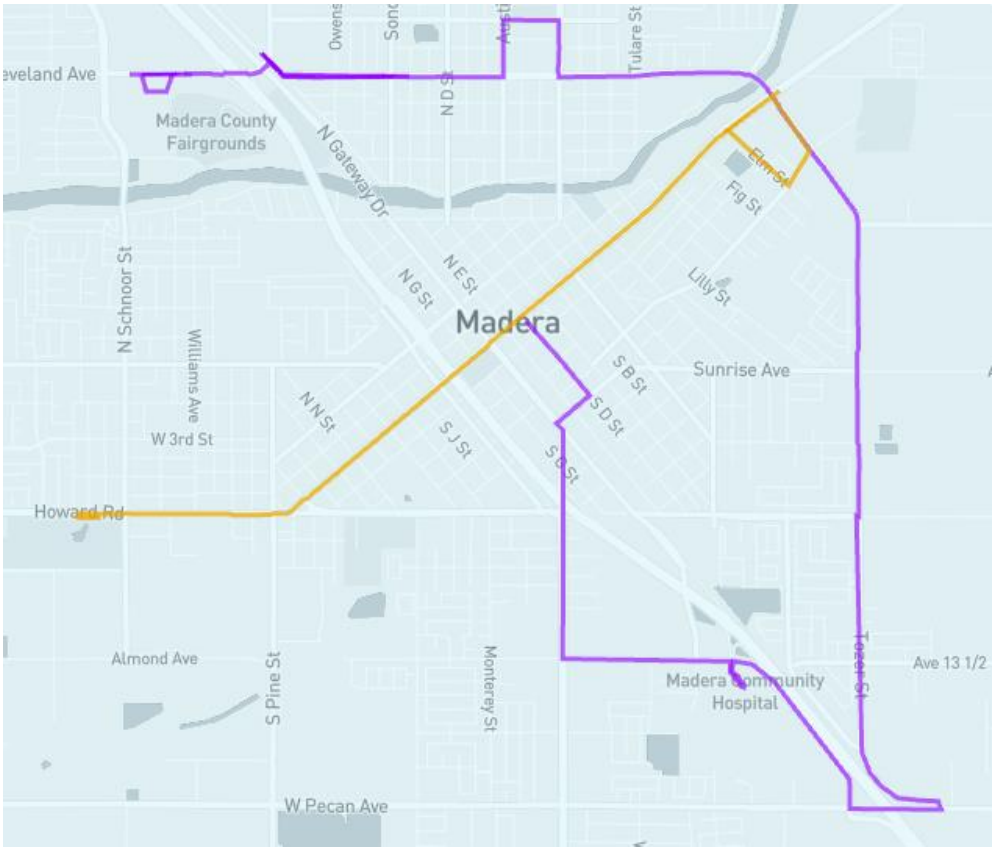



*Figure ES-5. Proposed Changes to Fixed-Route Network*

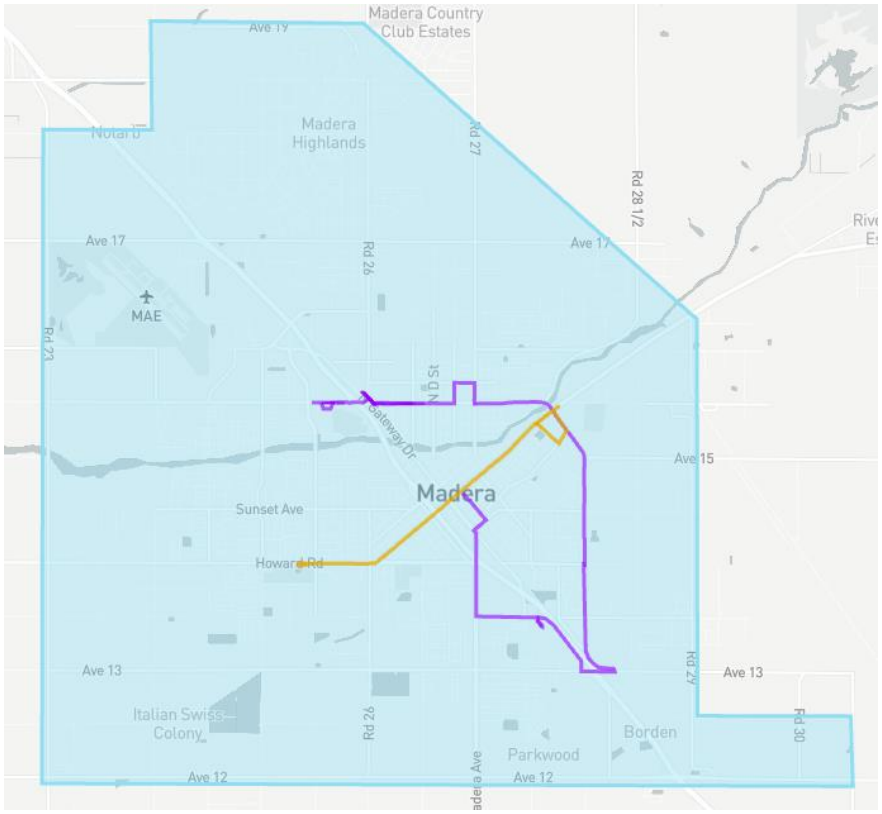



*Figure ES-6. Proposed Madera On-Demand Microtransit Zone with Extended Hours*

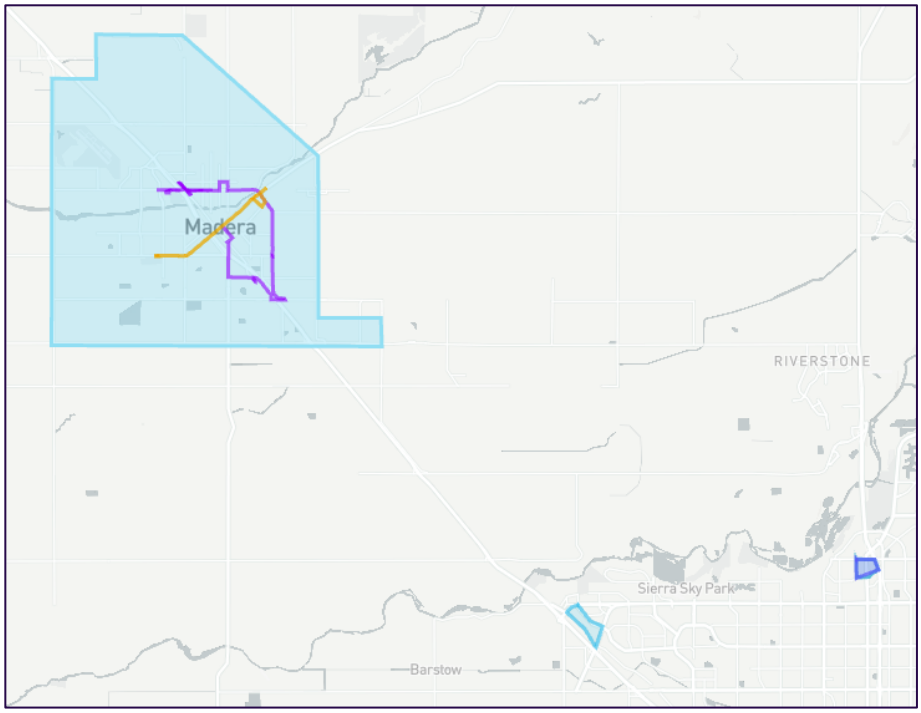



*Figure ES-7. Proposed Fresno Connector Service through PMOD subsidies*

Specific proposed changes to the fixed-route and on-demand services are outlined in **Table ES-1** and **Table ES-2** below.

*Table ES-1. Proposed Changes to Fixed-Route Services*

| METRIC | BASELINE SCENARIO | PROPOSED SCENARIO | CHANGE |
|---|---|---|---|
| **Route 1 (Purple Line / Cleveland Ave)** | Headway: 30 min<br>Cost: $726,390/yr<br>Ridership: 30,000–34,600<br>Hours: 7-6:30pm Weekdays, 9-4pm Weekends | Headway: 30 min<br>Cost: $828,576/yr<br>Ridership: 32,900–42,700<br>Unchanged service span | ✓ More direct routing<br>✓ More reliable headways<br>✓ Focus on highest-demand corridor<br>✓ +2,900–8,100 riders |
| **Route 2 (Orange Line / Yosemite Ave)** | Headway: 60 min<br>Cost: $726,390/yr<br>Ridership: 22,100–24,400<br>Hours: 7-6:30pm Weekdays, 9-4pm Weekends | Headway: **30 min**<br>Cost: $828,576/yr<br>Ridership: 19,700–26,300<br>Unchanged service span | ✓ 2x frequency improvement<br>✓ More direct routing<br>✓ Improved travel time reliability |
| **Route 3 (Green Line)** | Headway: 60 min Cost: $647,010/yr<br>Ridership: 10,300–13,400 | **Now served by on-demand microtransit** | ✓ Riders served at comparable or even faster travel times<br>✓ ~$647K redirected to higher-demand corridors |

| METRIC | BASELINE SCENARIO | PROPOSED SCENARIO | CHANGE |
|---|---|---|---|
| **Route 4 (Blue Line)** | Headway: 60 min Cost: $238,140/yr<br>Ridership: 2,300–3,800 | **Now served by on-demand microtransit** | ✓ Riders served at comparable or even faster travel times<br>✓ ~$238K redirected to core service with higher demand |

*Table ES-2. Proposed Changes to Dial-A-Ride Services*

| SERVICE ASPECT | BASELINE (DIAL-A-RIDE) | PROPOSED (MICROTRANSIT) | CHANGE |
|---|---|---|---|
| **Vehicle & Booking** | Traditional vehicles Phone-based booking | Modern fleet, emphasis on app-first booking (phone still available) | ✓ Real-time tracking<br>✓ Improved customer experience<br>✓ Stronger system branding |

| SERVICE ASPECT | BASELINE (DIAL-A-RIDE) | PROPOSED (MICROTRANSIT) | CHANGE |
|---|---|---|---|
| **Operating Hours** | Weekdays: 7am–6:30pm Saturday: 9am–4pm Sunday: 8:30am–2:30pm | Weekdays: same **Saturday: 9am–6:30pm (+2.5 hrs)**<br>Sunday: same | ✓ Expanded weekend service hours<br>✓ Better alignment with community travel needs |
| **Annual Operating Cost** | $1,757,340 | $2,327,940 | +$570,600 (expanded service, improved fleet)<br>*(Note: Costs may decrease through competitive procurement; we assumed current cost per hour which is high relative to industry benchmarks)* |
| **Projected Annual Ridership** | 21,500–32,200 | 32,300–47,900 | +10,800–15,700 riders |

| SERVICE | DESCRIPTION & MODEL | OPERATING HOURS | COST & RIDERSHIP |
|---|---|---|---|

| | | | |
|---|---|---|---|
| **Shoulder Hour PMOD (Within Madera)** | -City-subsidized shared-ride PMOD trips (Uber/Lyft) to fill early morning and evening gaps<br>-Pay-per-trip model | Weekdays: 6–7am, 6:30–8pm<br>Saturday: 6:30–8pm | Cost: ~$3,750/yr<br>Riders: 250–1,300 |
| **Fresno Connector** | -On-demand service connecting Madera to Fresno<br>-Can transition to scheduled shuttle if demand grows, with minimal cost increase while maintaining coverage<br>-Evaluates long-term regional connectivity demand | Weekdays: 7am–6:30pm | Cost: ~$34,500/yr<br>Riders: 1,200–3,500 |

## Summary and Projected Impacts

The recommended approach results in measurable changes to system performance, cost, and service delivery. Summary and key projected impacts are presented in **Table ES-3** and **Table ES-4 below.**

*Table ES-3. Summary of Proposed Changes and Projected Impact*

| METRIC | BASELINE SCENARIO | PROPOSED SCENARIO | CHANGE |
|---|---|---|---|
| **Estimated Annual Ridership** | 86,100 – 108,300 | 86,300 – 121,600 | +300 to +13,300 riders |
| **Total Annual Operating Cost** | ~$4,095,270 | ~$4,023,342 | -$71,928 (↓ 1.8%) |
| **Cost Per Trip** | $38 | $33 | -$5 per trip (↓ 13%) |
| **Number of Fixed-Routes** | 4 routes | 2 routes | Strategic consolidation to core corridors |
| **On-Demand Service Type** | Traditional DAR | On-demand microtransit | Modernized service delivery and customer experience, expanded hours |
| **Supplemental On-Demand Services** | None | Subsidized shared-ride Uber/Lyft trips during shoulder hours and to Fresno | Expanded hours; improved access to Fresno medical appointments and college classes |

*Table ES-4. Cost Summary by Route / Service*

| SERVICE | BASELINE COST | PROPOSED COST | DIFFERENCE |
|---|---|---|---|
| Dial-A-Ride / Microtransit | $1,757,340 | $2,327,940 | +$570,600 |
| Route 1 (Purple) | $726,390 | $828,576 | +$102,186 |
| Route 2 (Orange) | $726,390 | $828,576 | +$102,186 |
| Route 3 (Green) | $647,010 | $0 | -$647,010 |
| Route 4 (Blue) | $238,140 | $0 | -$238,140 |
| Shoulder Hour PMOD | $0 | $3,750 | +$3,750 |
| Fresno Connector | $0 | $34,500 | +$34,500 |
| **TOTAL SYSTEM** | **$4,095,270** | **$4,023,342** | **-$71,928 (↓ 1.8%)** |

Overall, the recommended service approach maintains the core elements of the existing system while introducing targeted improvements to better meet community needs. Fixed-route service continues along key corridors and to critical destinations, ensuring stability and continuity for current riders, while ADA accessibility remains a central priority. At the same time, the system is restructured to provide more direct trips, shorter wait times, and expanded service hours. The addition of on-demand microtransit provides flexible, citywide coverage that complements fixed-routes and improves overall convenience. New pilot programs, including early morning and evening service and potential regional connections, allow the City to test and refine service enhancements before broader implementation.

These improvements are designed to be achieved within the existing budget by using resources more efficiently and focusing investment where it delivers the greatest benefit. The result is a system that provides more transportation options, faster and more reliable trips, and improved access to jobs, education, healthcare, and essential services, ultimately enhancing equity and accessibility through mobility for Madera residents. **Overall, the proposed service plan achieves both VMT reduction and cost savings while improving ridership - an uncommon and highly favorable outcome.**

## A Way Forward

Implementing these changes to service should be done in phases. It is recommended that the first phase focuses on replacing DAR with on-demand microtransit, followed by the implementation of a pilot for personal mobility on-demand services (shoulder hours and connector service to Fresno). Then, a second phase would focus on changes to the fixed-route network. Throughout all of these modifications, **marketing and communication** will be paramount to the success of the service. Execution of the marketing, branding, and communication strategy found in this report will help the City ensure that the community is receiving correct and updated information about the services available to them and will help foster growth and sustain success of the transit program.

# 1 Introduction

The City of Madera engaged in a Microtransit Feasibility Study to evaluate how its transit system can evolve to better serve the community's mobility needs. While Madera Metro provides a combination of fixed-route, Dial-a-Ride (DAR), and ADA/Paratransit services, the City recognizes that many residents still face barriers in accessing reliable, convenient, and equitable transportation. As the population grows and travel patterns shift, the need to evaluate more modern, flexible, technology-enabled options such as microtransit has become paramount.

This effort is built on the findings of the City's previous Madera Transit Plan, which identified persistent challenges in network connectivity and service gaps for seniors, students, and low-income households. That earlier process ultimately led to a system redesign of fixed-route service, strengthening the core network. However, it did not evaluate Dial-a-Ride operations or consider flexible, on-demand services as part of the solution. At the same time, new technologies being piloted for fixed-route (Tripshot) and DAR (Spare) are creating an opportunity to rethink how information is disseminated and how on-demand bookings can take place. As a result, the team engaged in this study to evaluate different service options that address both equity and productivity concerns and incorporate both fixed-route and on-demand services. By explicitly connecting these service types, the City can better understand how they complement one another, where they overlap, and when and where changes may be most effective.

This report summarizes the findings from the study, including existing conditions analysis, community engagement, service design alternatives, and final recommendations for a phased implementation of modified service. It also creates a high-level marketing, communications, and outreach strategy for communicating future changes and transit information to the community.

The goal of these recommendations is to make transit services in Madera more useful, reliable, and cost-effective, while ensuring that no one in Madera is left without access.

# 2 Existing Conditions

Foundational to any study is the deep understanding of both community demographics as well as travel patterns and existing transit services. This analysis sets the stage for what areas of improvement there may be for on-demand microtransit services to address. The full existing conditions report can be found in Appendix A – Existing Conditions.

## 2.1 Demographics

The City of Madera is home to approximately 69,000 residents, having experienced steady population growth over the past decade. Population density as seen in **Figure 2-1,** is highest in the north and northeast parts of the city. Many residences are in neighborhoods near E. Yosemite Ave. and E. Cleveland Ave. However, several dense blocks also exist in select portions of the south end of the City, in Parkwood, as well as a couple neighborhoods in the west, such as those along Driftwood Dr. Lower-density residential development extends toward the city's edges, particularly in the west and near Parksdale.

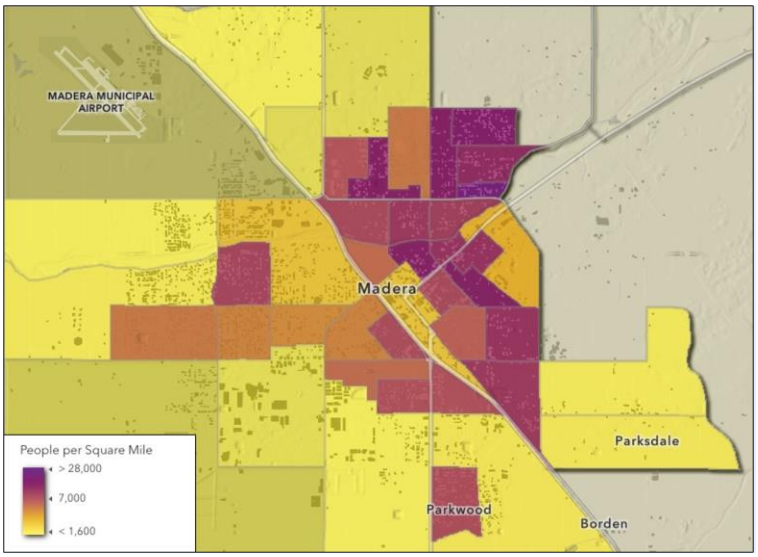



*Figure 2-1. Madera Population Density*

Madera's population is relatively young, but aging. While residents under the age of 19 continue to represent a large share of the population, the most significant growth since 2010 has occurred among adults ages 20–44, 45–64, and 65 and older. The population of residents 45-64 grew nearly 25% from 2010 to 2024. **Table 2-1** presents a breakdown of population trends by age group between 2010 and 2024.

*Table 2-1. Population Trends by Age Group: Absolute and Percentage Change (The City of Madera)*

| AGE GROUP | 2010 | 2024 | ABSOLUTE CHANGE | % CHANGE |
|---|---|---|---|---|
| Under 19 | 22,926 | 24,582 | 1,656 | 7.2% |
| 20 – 44 | 21,018 | 25,648 | 4,630 | 22% |
| 45 – 64 | 13,453 | 17,805 | 4,352 | 24.5% |
| 65+ | 5,118 | 6,220 | 1,102 | 21.5% |

Madera is characterized by a predominantly Hispanic or Latino population, with more than 80 percent of residents identifying as Hispanic or Latino. As seen in **Figure 2-2,** Median household incomes in Madera are lower than regional averages, and poverty rates remain elevated.

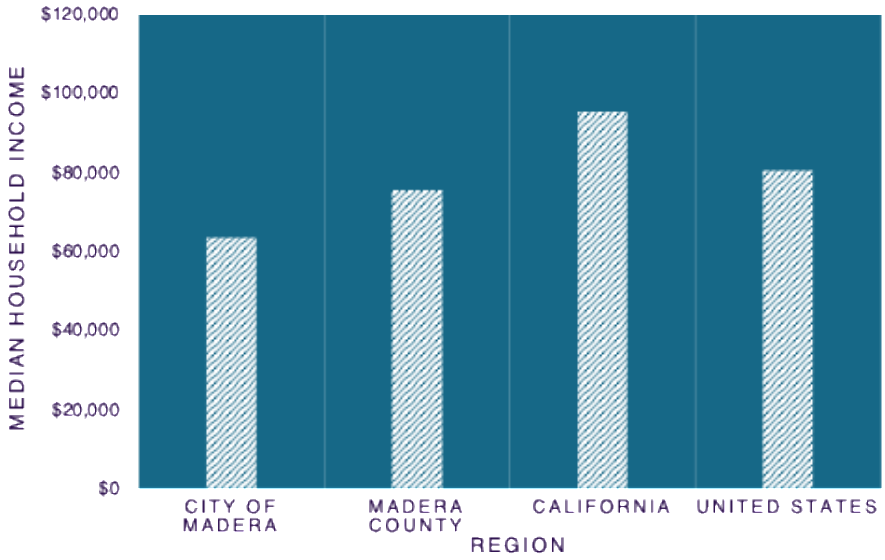



*Figure 2-2. Household Income Distribution – Regional Comparison*

### *Why it Matters*

Madera's demographic profile has direct implications for how transit services should be designed and delivered. Population growth is occurring across multiple age groups, with especially strong increases among working-age adults and older adults. This reinforces the need for a system that can support both traditional commute trips and non-work travel such as medical appointments, shopping, and social services. Growth in the senior population

underscores the importance of accessible vehicles, curb-to-curb options, and services that are easy to understand and use without relying exclusively on smartphones.

At the same time, the city's large youth and young adult population highlights the continued importance of reliable transportation to schools, Madera Community College, and early-career employment. These markets often generate trips outside of traditional peak commute periods and may not align well with infrequent or circuitous fixed-route service.

Lower median household incomes and higher poverty rates increase sensitivity to travel costs and reliability. For many households, even those with access to a vehicle, transit may play an important role in enabling daily mobility when vehicles are unavailable, shared among multiple household members, or too costly to operate regularly. Together, these demographic conditions suggest that Madera's transit system must balance affordability, flexibility, and accessibility, and that a one-size-fits-all service model is unlikely to meet the needs of all riders effectively.

## 2.2 Travel Patterns

Travel patterns in Madera reflect a mix of local circulation needs and regional commuting. Per 2022 NHTS data, it is noteworthy that trips originating in Madera County with a destination in Fresno County represented one of the top 100 Origin-Destination (OD) pairs for *all* travel nationally with nearly 39 million trips. Over 27 million of those trips were for non-work purposes, too, indicating that most travel from Madera to Fresno is for other purposes like social, medical, or shopping needs. Still, over 150 million trips took place *within* the county, indicating that local travel is still predominant.

As seen in **Figure 2-3,** Vehicle ownership data indicate that 91% of households have access to at least one vehicle, meaning most travel in the City is done by private vehicle. This largely mirrors national averages.

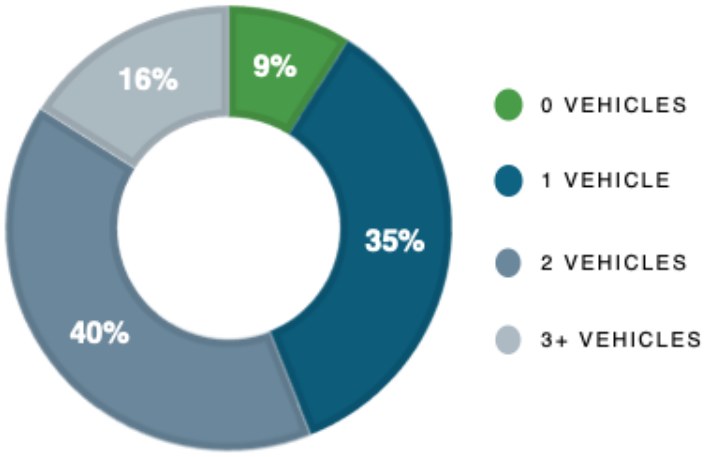



*Figure 2-3. Vehicle Ownership by Household (The City of Madera)*

Still, there are 9% of non-vehicle households for which significant mobility constraints may exist. Even in one-vehicle households, transit often plays a critical role for secondary trips, off-peak travel, and trips made by non-drivers. This population represents dependent riders who utilize transit or other modes for their everyday needs. Beyond that, attractive transit services may further entice other car-heavy households to ride, though the conversion of drivers to transit once they have a car is a well-documented, difficult prospect.

Analysis of fixed-route and on-demand ridership data indicates strong trip activity to destinations such as Madera Community College, Walmart, Walgreens, grocery stores (including Rancho San Miguel and El Toro), the Intermodal Transit Center, the Sherwood Way and Country Club Drive area, and the Madera Department of Corrections. Yosemite Ave. is the densest corridor for trips.

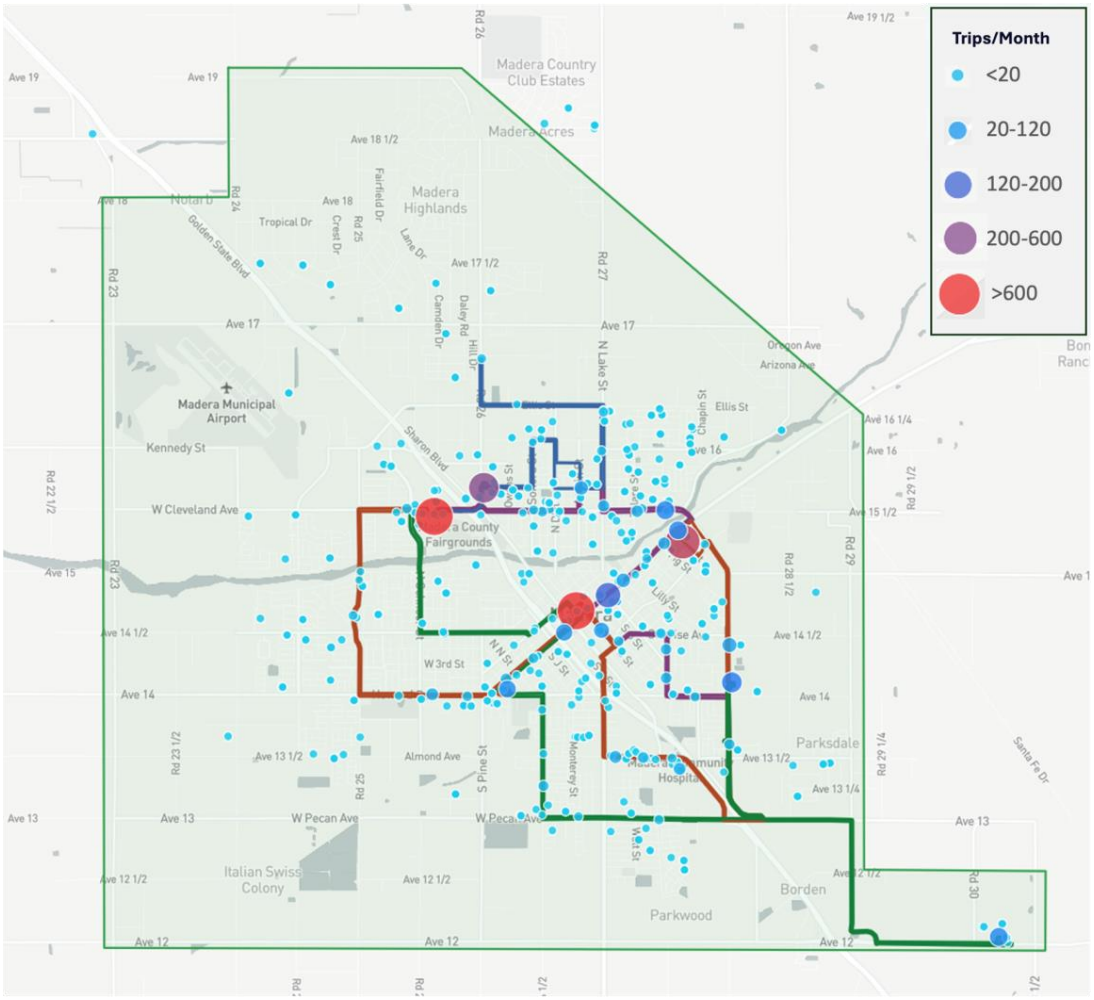



*Figure 2-4. Current Demand Among Transit Users*

Major employment centers within the City include the Madera Unified School District, Madera Community Hospital, manufacturing and industrial employers near Highway 99, and large retail centers such as Walmart. Some residents also commute regionally to Fresno, or to agricultural jobs in other parts of Madera County.

In addition to existing employment centers, new development is expected to generate additional travel demand. Notably, the planned North Fork Mono Casino is anticipated to create a substantial number of new jobs with non-traditional work hours, further increasing demand for off-peak and late-night transportation options that are difficult to serve with fixed-route service alone. **Figure 2-4** provides a map of current demand among transit users.

***Why it Matters***

Travel behavior in Madera reflects a combination of constrained vehicle access, dispersed trip purposes, and a strong need for local circulation. While overall vehicle ownership is relatively high, the prevalence of one-vehicle and zero-vehicle households creates consistent demand for transit among groups including but not limited to students, seniors, and households with competing travel needs. Even among households with vehicles, transit often functions as a critical secondary option, particularly for off-peak trips, non-drivers, and essential travel.

Travel via the transit system is dispersed, but the highest level of concentration exists along Cleveland and Yosemite Avenues. Stops such as Walgreens, the Intermodal, and local supermarkets generate the most ridership along fixed-routes. At the same time, there are many trips being served by DAR within the zone that are not served by fixed-routes.

Taken together, these travel patterns highlight a fundamental challenge for the existing system: fixed-route transit alone struggles to efficiently serve the full range of trip types, locations, and times demanded by riders. Understanding where and when demand is concentrated helps to evaluate alternative service models and identify opportunities to improve both productivity and customer experience.

## 2.3 Transit Services and Policies

Public transit plays a critical role in ensuring mobility, accessibility, and equity within urban and rural communities. In Madera, the local transit system serves as a vital link connecting residents to employment, education, healthcare, and regional destinations. Understanding how the transit system performs is essential for guiding improvements, allocating resources effectively, and meeting the community's evolving mobility needs.

The City contracts with MV Public Transportation, Inc. for the provision of key personnel and management of transit services. The term of the current contract is from July 1, 2025, through June 30, 2027, with an option to extend for one additional year, through to June 30, 2028. The City completed the construction of the Madera Transit Center located at 1951 Independence Drive. The facility opened in the Fall of 2020 and provides facilities for parking and dispatch of transit vehicles, as well as housing administrative functions. The City's Fleet Services / Fleet Maintenance Division handles maintenance of transit vehicles. Maintenance is performed at the City Corporation Yard, and vehicles are fueled at either Tesei Petroleum or Madera Unified School District pumps.

This analysis provides a review of the City's transit operations, focusing on service efficiency, ridership trends, and overall system effectiveness. By examining key performance metrics such

as on-time performance, passenger trips per revenue hour, cost per passenger, and service coverage, this study aims to identify strengths, challenges, and opportunities for optimization. Additionally, the analysis contextualizes Madera transit's performance relative to peer systems and national benchmarks, providing decision-makers with actionable insights for strategic planning and future investment.

### 2.3.1 Madera Metro Fixed-Route

**Figure 2-5** presents a map of the current Madera Metro route network. Salient aspects of the route network include:

- Madera Metro currently operates four fixed-routes (Purple / Route 1, Orange / Route 2, Green / Route 3, Blue / Route 4).
- Fixed-route service runs weekdays 7:00 a.m. – 6:30 p.m., and Saturdays 9:00 a.m. – 4:00 p.m.
- Fares for fixed-routes have been waived (fare-free) until further notice.
- Notably: Green (Route 3) and Blue (Route 4) do *not* run on Saturdays
- The Blue Line's scheduled stop at the Amtrak Station is *paused* as of the latest updates; currently its terminal is Matilda Torres High School.
- Key transfer points exist for multiple routes at the Intermodal Center (downtown Madera) and Walgreens.

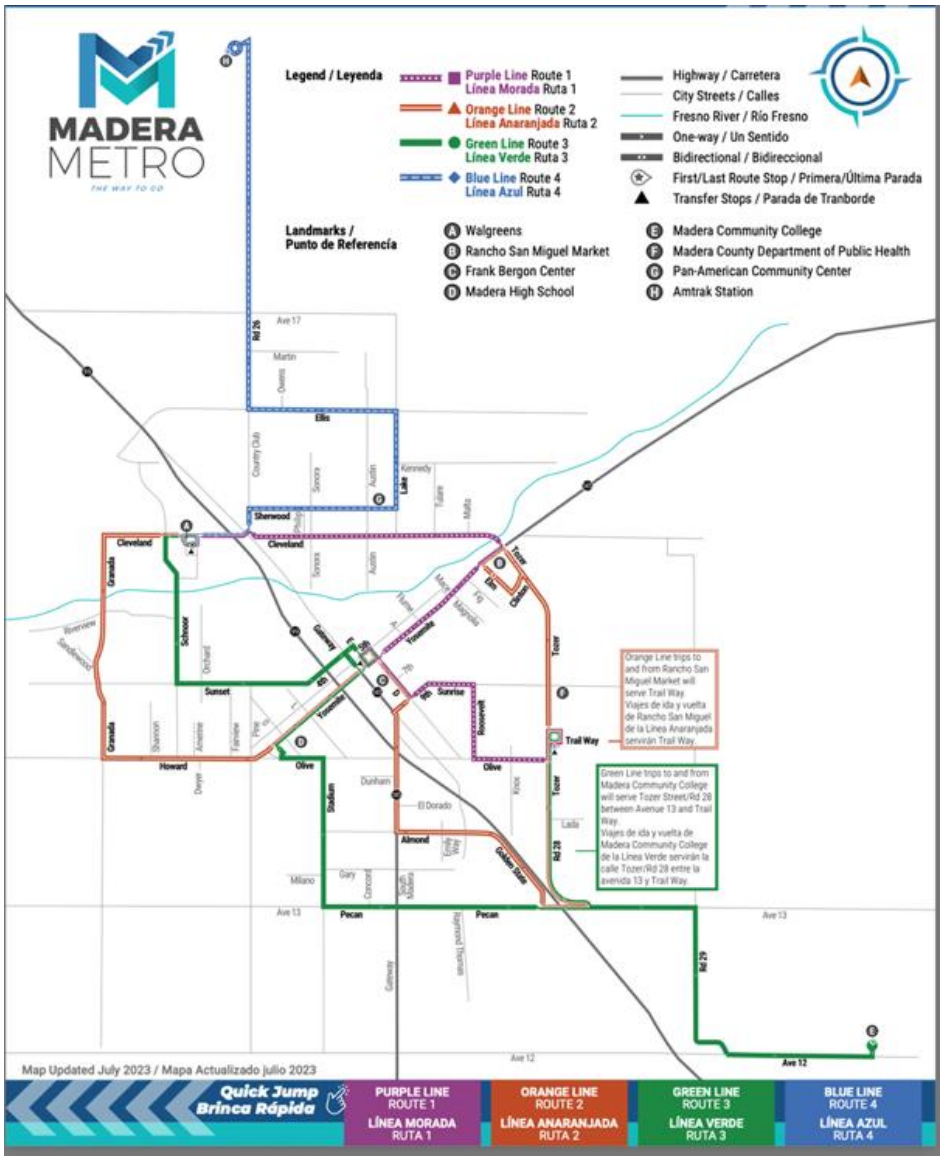



*Figure 2-5. Madera Metro Fixed-Route Network*

The following provides salient aspects for each of the four routes:

*Table 2-2. Salient Aspects per Route*

| ROUTE | KEY STREETS / CORRIDORS SERVED | MAJOR STOPS / LANDMARKS | FREQUENCY & OPERATION |
|---|---|---|---|
| **Route 1 Purple** | Primarily serves Cleveland, Yosemite, Olive, Tozer, Almond | Walgreens at Cleveland, Intermodal Center, P & Yosemite, Madera South High School, Madera Community Hospital | ~30 min headways typical. See more information here. |

| ROUTE | KEY STREETS / CORRIDORS SERVED | MAJOR STOPS / LANDMARKS | FREQUENCY & OPERATION |
|---|---|---|---|
| **Route 2 Orange** | Covers Granada, Stadium, Pecan, Tozer, Olive corridors | Intermodal Center, P & Yosemite, Madera South High, various west / southwest neighborhoods | Less frequent than Route 1 — typical round-trip time ~60 minutes. |
| **Route 3 Green** | Through Schnoor, Howard, Stadium, Pecan corridors toward Madera Community College | P & Yosemite, Madera South High School, Madera College, various neighborhoods along Howard / Schnoor | Runs Monday–Friday only (no Saturday service). |
| **Route 4 Blue** | East-west / northern corridors, parts of northeastern Madera | Matilda Torres High School (current terminus), Intermodal transfers, other shared stops | Weekdays only (no Saturday service) |

## 2.3.2 Route Design Characteristics

1. Hub-and-Spoke Structure
    - The system is centered around a downtown transfer point, where three of the four routes converge.
    - This design enables easy transfers between routes, increasing connectivity across the system.
2. Fixed-Routes with Loops
    - Each route generally operates as a one-way or bi-directional loop, covering residential areas, commercial zones, schools, and public services.
    - This loop structure allows for broad coverage while minimizing the need for multiple transfers.
3. Geographic Coverage
    - The routes are designed to cover all major quadrants of the city, ensuring that most residents are within walking distance of a stop.
    - Routes are structured to provide access to:
        - Downtown Madera
        - Government buildings and the civic center
        - Shopping centers
        - Medical facilities
        - Schools and colleges
        - Residential neighborhoods

4. Service Frequency & Hours
    - Routes typically operate on weekday schedules, with limited or no service on weekends.
    - Frequencies may vary by route, with more frequent service on high-demand corridors (e.g., Route 1).
    - Hours of service are generally designed to accommodate commuting, school travel, and midday errands.

## *Transfers & Interconnectivity*

- Routes 1, 2, and 3 are designed to allow transfers at a central location, the Intermodal Center Bus Station, in downtown Madera.
- Routes 1, 2, 3, and 4 are designed to also facilitate transfers at the Walgreens, another key destination for riders.
- This setup enables citywide mobility even though each individual route operates as a loop or radial.

## *Strengths of the Route Structure*

- Simple and easy to understand: Fewer routes with consistent paths.
- Broad coverage of the City despite a small fleet.
- Centralized transfer point helps riders access most destinations with one transfer.

## *Challenges*

- Loop routes may increase travel time for some trips.
- Limited frequency can make transfers inconvenient.
- Weekend or evening service gaps may reduce accessibility for certain populations.

## *Madera Metro Key Performance Indicators (KPIs)*

The analysis of the Madera Metro transit system reveals insights into operational efficiency, service effectiveness, and rider experience. Key performance indicators (KPIs) identify opportunities for improvement.

Summary operating statistics and key performance indicators for the five-year period – 2020 through 2024[1] are presented in **Figure 2-6.**

[1] Of note: the Covid pandemic: 2020/21

| Annual Operating Statistics - Metro Fixed Route | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Year | Total Operating Cost | Fare Revenue | Net Operating Cost | Annual Boardings | Revenue Vehicle Hours | Revenue Vehicle Miles | Peak Vehicles | Service Area Population |
| 2020 | $1,327,094 | $81,501 | $1,245,593 | 82,716 | 17,776 | 241,800 | 16 | 66,225 |
| 2021 | $1,377,788 | $0 | $1,377,788 | 55,734 | 16,171 | 212,951 | 13 | 67,956 |
| 2022 | $1,681,016 | $0 | $1,681,016 | 45,912 | 11,824 | 182,317 | 13 | 68,042 |
| 2023 | $1,584,061 | $0 | $1,584,061 | 62,770 | 14,126 | 203,428 | 11 | 68,083 |
| 2024 | $1,949,330 | $0 | $1,949,330 | 77,213 | 16,823 | 253,314 | 14 | 69,097 |
| **Key Performance Indicators** | | | | | | | | |
| Year | Total Cost per Boarding | Average Fare | Farebox Recovery | Net Cost per Boarding | Net Cost per Revenue Hour | Boardings per Revenue Hour | Annual Boardings per Capita | Annual Boardings per Peak Vehicle |
| 2020 | $16.04 | $0.99 | 6.1% | $15.06 | $70.07 | 4.7 | 1.25 | 5,170 |
| 2021 | $24.72 | $0.00 | 0.0% | $24.72 | $85.20 | 3.4 | 0.82 | 4,287 |
| 2022 | $36.61 | $0.00 | 0.0% | $36.61 | $142.17 | 3.9 | 0.67 | 3,532 |
| 2023 | $25.24 | $0.00 | 0.0% | $25.24 | $112.14 | 4.4 | 0.92 | 5,706 |
| 2024 | $25.25 | $0.00 | 0.0% | $25.25 | $115.87 | 4.6 | 1.12 | 5,515 |

*Figure 2-6. Metro Fixed-Route Performance Summary, 2020 – 2024*

## *Key Takeaways (2020-2024 KPIs)*

- **Increased Costs:** Net operating costs increased by 56.6%
  - Net cost per boarding increased by 67.7%
  - Net cost per revenue hour increased by 65.4% while the number of revenue hours saw a slight decline of 5.4%
- **Declining Ridership:** Annual boardings decreased by 6.6%
  - Boardings per revenue hour declined only 2.1%
  - Annual boardings per capita declined 10.4%

For this same five-year period, Total Operating Cost, Annual Boardings and Revenue Vehicle Hours, Cost per Boarding and Revenue Hour, and Boardings per Hour and per Capita, are presented in **Figure 2-7** through **Figure 2-10**, respectively.

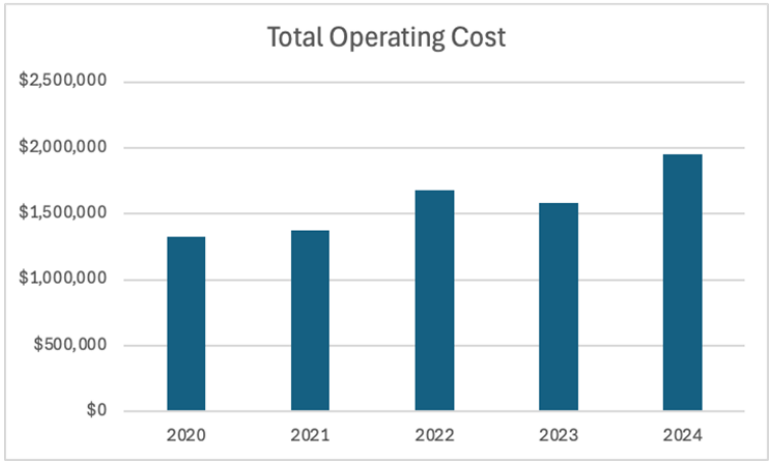



*Figure 2-7. Total Operating Cost, 2020 - 2024*

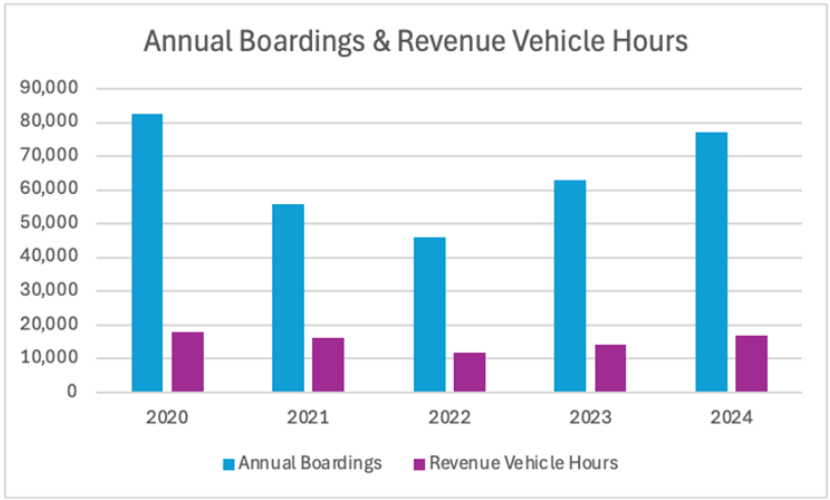



*Figure 2-8. Annual Boardings and Revenue Vehicle Hours, 2020 - 2024*

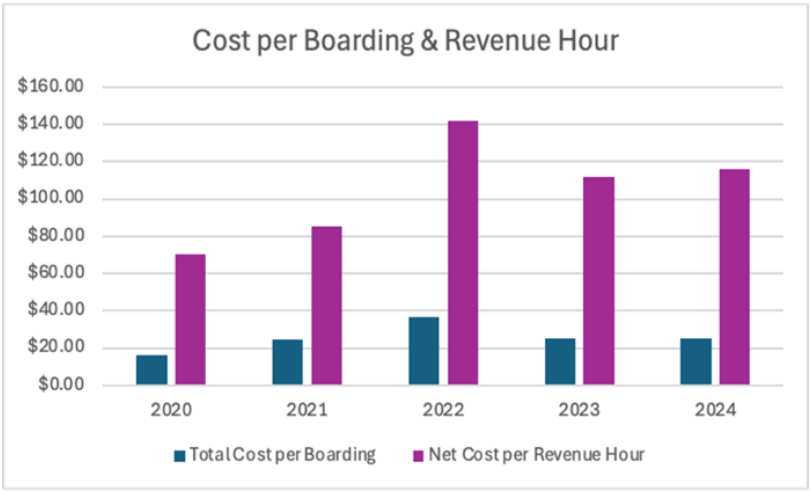



*Figure 2-9. Cost per Boarding and Revenue Hour, 2020 – 2024*

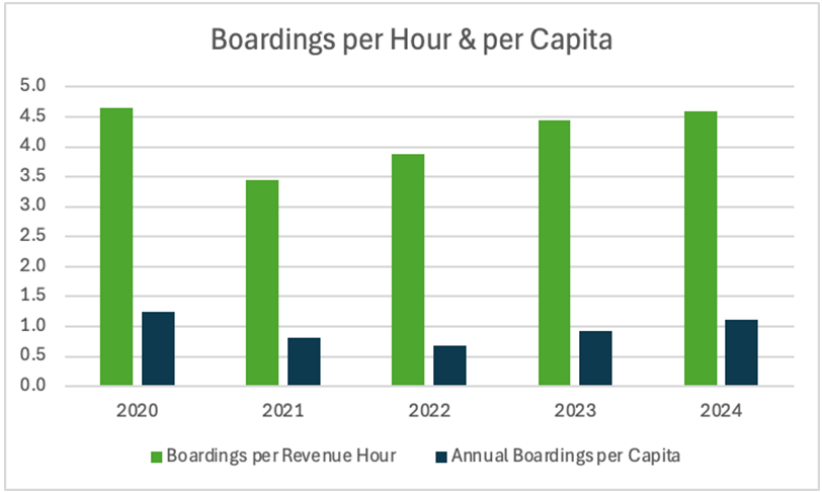



*Figure 2-10. Boardings per Hour and per Capita, 2020 – 2024*

## 2024/2025 Metro Ridership

**Figure 2-11** and **Figure 2-12** present fixed-route ridership by month for each of the four routes, for the 2024-2025 fiscal period.

**Figure 2-13** illustrates the distribution of annual ridership by route (2024/2025).

| MONTH | ROUTE 1 | ROUTE 2 | ROUTE 3 | ROUTE 4 | FR MONTHLY TOTAL |
|---|---|---|---|---|---|
| *July* | *3,341* | *2,146* | *430* | *253* | **6,170** |
| *August* | *3,025* | *2,540* | *781* | *179* | **6,525** |
| *September* | *2,495* | *2,068* | *1,269* | *198* | **6,030** |
| *October* | *2,686* | *1,803* | *1,653* | *228* | **6,370** |
| *November* | *2,504* | *1,597* | *1,125* | *235* | **5,461** |
| *December* | *2,465* | *1,627* | *804* | *185* | **5,081** |
| *January* | *2,898* | *2,260* | *1,252* | *369* | **6,779** |
| *February* | *2,863* | *1,926* | *1,238* | *339* | **6,366** |
| *March* | *2,942* | *2,151* | *1,325* | *334* | **6,752** |
| *April* | *3,261* | *2,376* | *1,152* | *345* | **7,134** |
| *May* | *3,156* | *2,234* | *1,118* | *346* | **6,854** |
| *June* | *2,848* | *2,306* | *594* | *276* | **6,024** |
| **SUBTOTALS** | **34,484** | **25,034** | **12,741** | **3,287** | **75,546** |

*Figure 2-11. 2024/2025 System Ridership*

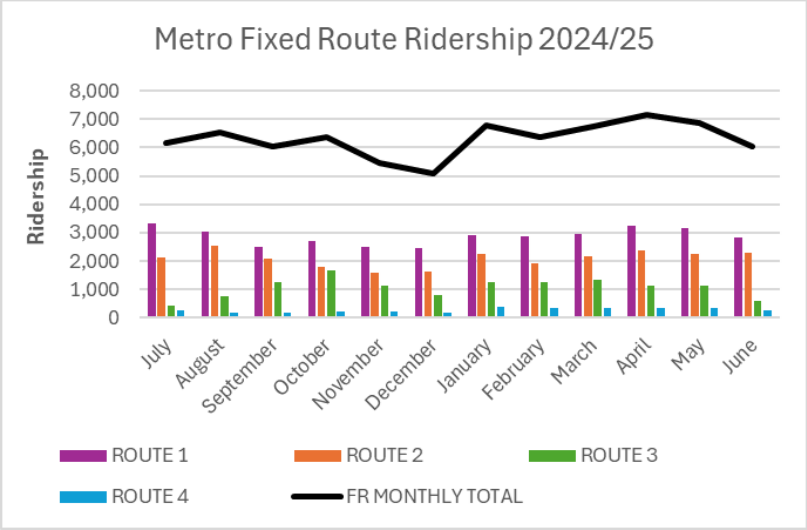



*Figure 2-12. 2024/2025 System Ridership - Graph*

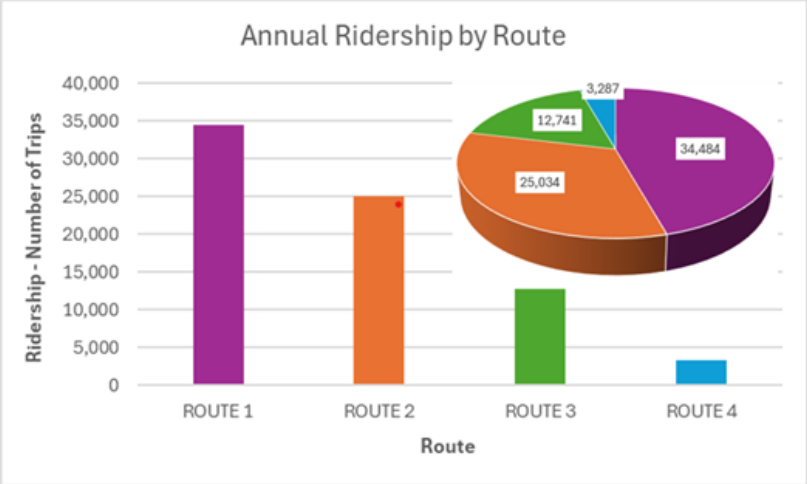



*Figure 2-13. Distribution of Annual Ridership by Route (FY 2024-2025)*

The current distribution of revenue hours by route is presented in **Figure 2-14** and **Figure 2-15. Figure 2-16** presents the number of trips per revenue hour by route.

| Metro Fixed Route | | | | | | |
|---|---|---|---|---|---|---|
| | | ROUTE 1 | ROUTE 2 | ROUTE 3 | ROUTE 4 | FR TOTAL |
| Revenue Hours | Weekday | 5,522 | 5,522 | 5,522 | 2,032 | 18,598 |
| | Saturday | 676 | 728 | | | 1,404 |
| | TOTAL | 6,198 | 6,250 | 5,522 | 2,032 | 20,002 |
| **Annual Ridership** | | 34,484 | 25,034 | 12,741 | 3,287 | 75,546 |
| **Riders/RevHr** | | **5.56** | **4.01** | **2.31** | **1.62** | **3.78** |

*Figure 2-14. Distribution of Revenue Hours by Route (2025)*

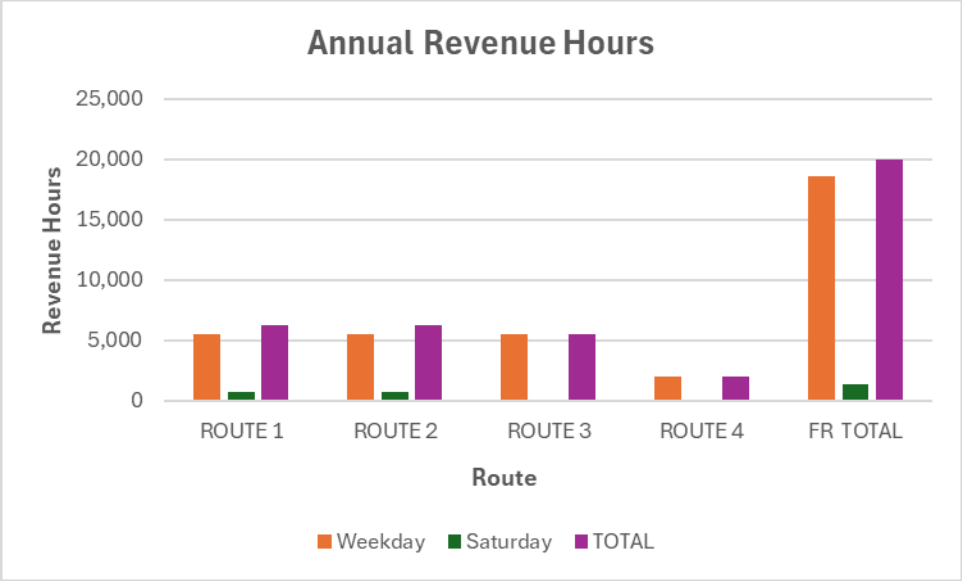



*Figure 2-15. Distribution of Revenue Hours by Route (2025)*

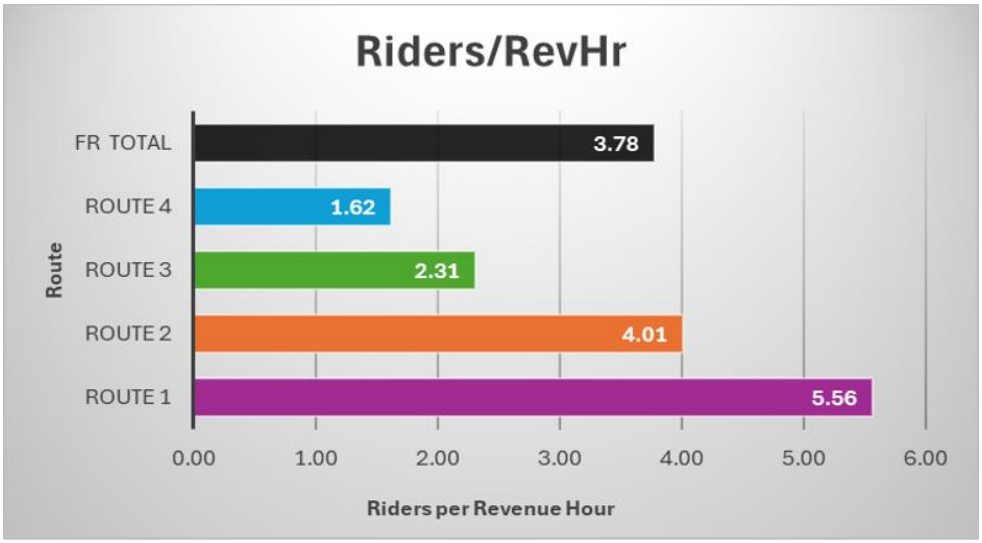



*Figure 2-16. Riders per Revenue Hour by Route (2025)*

### *2.3.2.1 Peer Agency Review*

The purpose of this Peer Agency Review was to evaluate Madera Metro's transit services by comparing them to those of similar-sized and similarly structured transit agencies. This process allows Madera Metro to benchmark its performance and will inform the development of service improvement strategies including the feasibility of microtransit to improve local transit service delivery, efficiency, and rider satisfaction.

The Peer Agency Review is presented in **Figure 2-17.**

| Agency | Population | Fixed Route Ridership | Ridership per Capita | Operating Expenses | Cost per Mile | Cost per Hour | Cost per Passenger | Cost per Capita | Trips per Hour |
|---|---|---|---|---|---|---|---|---|---|
| Madera | 68,083 | 62,770 | 0.92 | $1,584,061 | $7.79 | $112.14 | $25.24 | $23.27 | 4.4 |
| Fresno | 591,531 | 8,184,511 | 13.84 | $63,053,188 | $13.04 | $147.79 | $7.70 | $106.59 | 19.2 |
| Merced (JPA) | 136,957 | 545,587 | 3.98 | $13,045,223 | $8.11 | $123.11 | $23.91 | $95.25 | 5.1 |
| Porterville (2022) | 75,691 | 223,914 | 2.96 | $2,911,372 | $9.20 | $104.76 | $13.00 | $38.46 | 8.1 |
| Visalia | 171,092 | 581,405 | 3.40 | $13,046,075 | $7.43 | $109.93 | $22.44 | $76.25 | 4.9 |
| Tracy | 93,000 | 100,139 | 1.08 | $4,157,019 | $14.98 | $175.14 | $41.51 | $44.70 | 4.2 |
| Lodi | 67,258 | 168,641 | 2.51 | $2,902,728 | $11.89 | $139.65 | $17.21 | $43.16 | 8.1 |
| Kings County | 85,025 | 424,837 | 5.00 | $5,154,467 | $7.30 | $117.73 | $12.13 | $60.62 | 9.7 |
| Kern Regional | 155,249 | 155,105 | 1.00 | $6,156,170 | $3.69 | $143.50 | $39.69 | $39.65 | 3.6 |
| Average of Peer Agencies * | 112,039 | 314,233 | 3 | $6,767,579.14 | $8.94 | $130.55 | $24.27 | $56.87 | 6.2 |

* excludes Fresno

*Figure 2-17. Peer Agency Review (2023)*

## 2.3.3 Dial-A-Ride & ADA/Paratransit

Madera Metro's Dial-A-Ride service is a curb-to-curb, demand-responsive transit service available to the general public within the City. It is designed to serve residents who may not have easy access to the fixed-route bus system, including seniors, people with disabilities, and those traveling outside of fixed-route coverage or service hours.

DAR's service hours are:

- Monday—Friday: 7:00am—6:30pm
- Saturday: 9:00am—4:00pm
- Sunday: 8:30am—2:30pm

DAR is free for people under 17 years of age, seniors (60+), people with disabilities, veterans, and college students with ID. Others pay a $3.00 fare.

The City of Madera Transit Services provides ADA/Paratransit service for Seniors (60+), Veterans, and ADA-eligible passengers. This service provides complementary curb-to-curb transportation for individuals who are unable to use the fixed-route bus system due to a disability. Riders must be certified as ADA-eligible through an application and approval process. Trips must be scheduled at least one day in advance, though same-day service may be offered if space is available.

**Figure 2-18** illustrates the DAR and ADA/Paratransit service area.

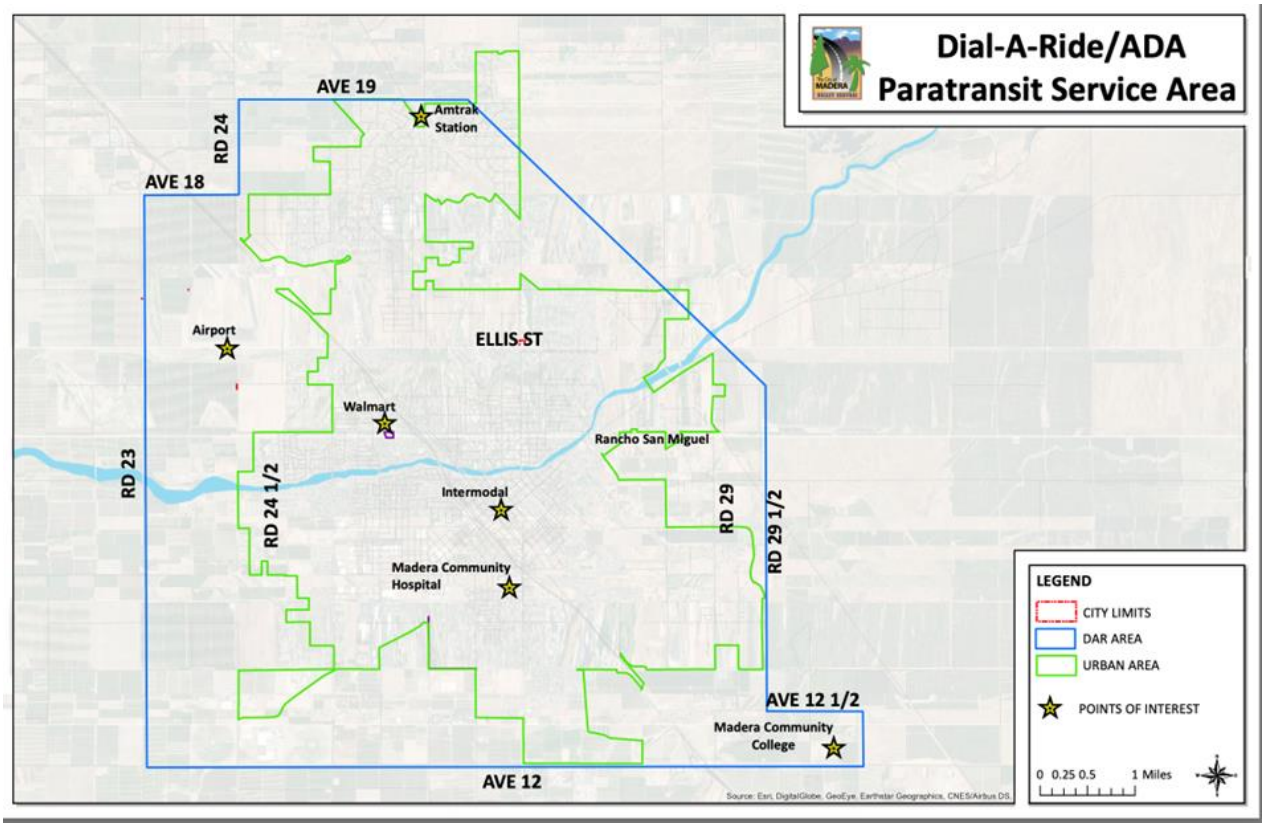



*Figure 2-18. DAR and ADA/Paratransit Service Area*

**Figure 2-19** presents annual (calendar year 2020 – 2024) operating statistics and KPIs for the DAR and ADA/Paratransit services.

**Annual Operating Statistics - Demand Response**

| Year | Total Operating Cost | Fare Revenue | Net Operating Cost | Annual Boardings | Revenue Vehicle Hours | Revenue Vehicle Miles | Peak Vehicles | Service Area Population |
|---|---|---|---|---|---|---|---|---|
| 2020 | $1,105,043 | $38,637 | $1,066,406 | 12,755 | 8,047 | 72,130 | 8 | 66,225 |
| 2021 | $1,015,851 | $0 | $1,015,851 | 4,345 | 2,996 | 30,721 | 6 | 67,956 |
| 2022 | $1,180,371 | $0 | $1,180,371 | 6,252 | 4,183 | 62,178 | 6 | 68,042 |
| 2023 | $1,197,797 | $0 | $1,197,797 | 13,164 | 5,760 | 80,387 | 6 | 68,083 |
| 2024 | $1,351,313 | $3,340 | $1,347,973 | 17,677 | 7,969 | 104,345 | 8 | 69,097 |

**Key Performance Indicators**

| Year | Total Cost per Boarding | Average Fare | Farebox Recovery | Net Cost per Boarding | Net Cost per Revenue Hour | Boardings per Revenue Hour | Annual Boardings per Capita | Annual Boardings per Peak Vehicle |
|---|---|---|---|---|---|---|---|---|
| 2020 | $86.64 | $3.03 | 3.5% | $83.61 | $132.52 | 1.6 | 0.19 | 1,594 |
| 2021 | $233.80 | $0.00 | 0.0% | $233.80 | $339.07 | 1.5 | 0.06 | 724 |
| 2022 | $188.80 | $0.00 | 0.0% | $188.80 | $282.18 | 1.5 | 0.09 | 1,042 |
| 2023 | $90.99 | $0.00 | 0.0% | $90.99 | $207.95 | 2.3 | 0.19 | 2,194 |
| 2024 | $76.44 | $0.19 | 0.2% | $76.26 | $169.15 | 2.2 | 0.26 | 2,210 |

*Figure 2-19. Annual Operating Statistics and KPIs - DAR & ADA/Paratransit (2020-2024)*

### Key Takeaways (calendar year 2020-2024 KPIs):

- Increased Costs: Net operating costs increased by 26.4%
  - Net cost per boarding declined by 8.8%
  - Net cost per revenue hour increased by 27.6% while the number of revenue hours saw a slight decline of 1%
- Increased Ridership: Annual boardings increased by 38.6%
  - Boardings per revenue hour increased 37.5% (indicator of increased productivity)
  - Annual boardings per capita increased 36.8%

#### *2.3.3.1 2024/2025 DAR & ADA/Paratransit Ridership*

**Figure 2-20** and **Figure 2-21** present DAR and ADA/Paratransit ridership by month for the 2024-2025 fiscal period.

Of note, there is a marginal seasonal fluctuation in demand with slight peaking in demand in the Fall and Spring months.

| Dial-a-Ride & Paratransit | | | | |
|---|---|---|---|---|
| MONTH | | DAR | ADA/ PARA-TRANSIT | TOTAL |
| 2024 | July | 1,239 | 2 | 1,241 |
| | August | 1,523 | 0 | 1,523 |
| | September | 1,440 | 190 | 1,630 |
| | October | 1,499 | 232 | 1,731 |
| | November | 1,268 | 171 | 1,439 |
| | December | 993 | 137 | 1,130 |
| 2025 | January | 1,324 | 123 | 1,447 |
| | February | 1,371 | 172 | 1,543 |
| | March | 1,440 | 294 | 1,734 |
| | April | 1,214 | 221 | 1,435 |
| | May | 1,403 | 245 | 1,648 |
| | June | 1,098 | 173 | 1,271 |
| TOTALS | | 15,812 | 1,960 | 17,772 |

*Figure 2-20. DAR and ADA/Paratransit Ridership by Month (FY2024-2025)*

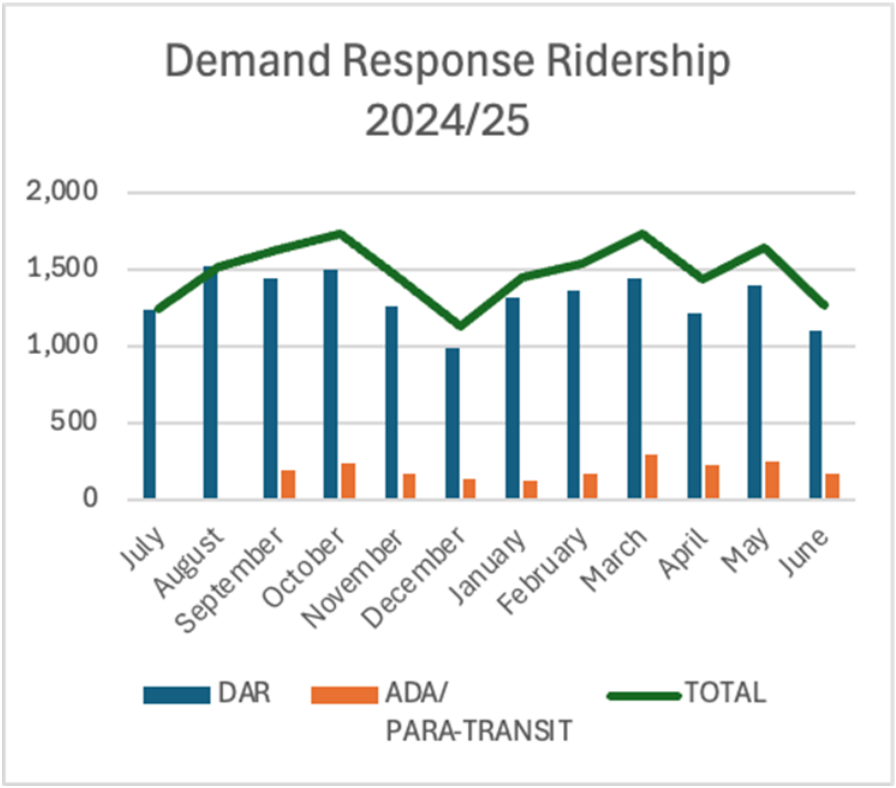


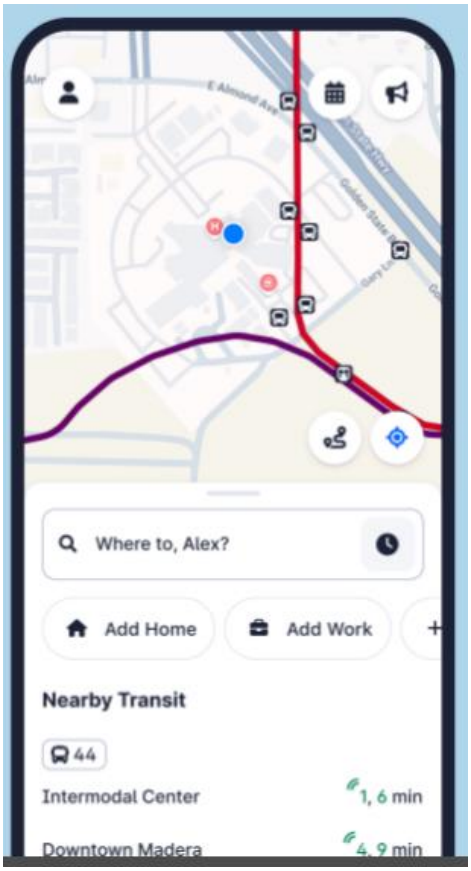

*Figure 2-21. DAR and ADA/Paratransit Ridership by Month (FY2024-2025) – Graph*

## 2.3.4 Technology

To enhance the efficiency, accessibility, and user experience of its transit services, Madera Metro has recently deployed (September 2025) two key technology platforms: *TripShot* and *Spare Labs*. These tools support the city's efforts to modernize both fixed-route operations and on-demand transit services, providing real-time data, digital trip management, and improved communication between riders and transit staff.

**TripShot - Fixed-Route Operations Management:** TripShot is used to manage Madera Metro's fixed-route bus system, offering real-time vehicle tracking, schedule adherence monitoring, and improved coordination for operations staff. It also enhances the rider experience by providing up-to-date bus arrival information and alerts through mobile and web applications.

**Spare Labs - Demand-Responsive Transit Platform:** Spare Labs powers Madera Metro's ADA/Paratransit and DAR services. This platform allows eligible riders to book, modify, and track their trips through a user-friendly mobile app or call-in interface.



# 2.4 Vehicle Fleet

The City currently has a fleet of 21 vehicles (including spares), as shown in **Figure 2-22**. Thirteen vehicles are designated to operate fixed-routes, and 8 vehicles are used to operate DAR and ADA/Paratransit. Vehicles are maintained by the City's Public Works Department.

| FY24/25 FLEET INVENTORY | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Bus # | Service | Year | Make | Model | Fuel Type | #SEATS | LENGTH | DELIVERY DATE | LIFT | ULB |
| 39 | DAR | 2012 | Ford E-450 | Elkhart | GAS | 18/2 | 26 FT | 2012 | X | -2 |
| 40 | DAR | 2012 | Ford E-450 | Elkhart | CNG | 18/2 | 26 FT | 2012 | X | -2 |
| 43 | DAR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -1 |
| 44 | FR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -2 |
| 45 | FR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -2 |
| 46 | DAR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -1 |
| 47 | FR | 2019 | Ford E-450 | Starcraft | GAS | 17 | 26 FT | 2019 | X | 7 |
| 48 | DAR | 2019 | Ford E-450 | Starcraft | GAS | 17 | 26 FT | 2019 | X | 5 |
| 49 | FR | 2019 | Chevy 4500 | Arboc | GAS | 17 | 26 FT | 2019 | X | 7 |
| 50 | FR | 2019 | Chevy 4500 | Arboc | GAS | 17 | 26 FT | 2019 | X | 7 |
| 51 | FR | 2019 | Chevy 4500 | Arboc | GAS | 17 | 26 FT | 2019 | X | 7 |
| 52 | FR | 2020 | International | Starcraft | Diesel | 27 | 32 FT | 2019 | X | 8 |
| 53 | FR | 2020 | International | Starcraft | Diesel | 27 | 32 FT | 2019 | X | 8 |
| 54 | FR | 2019 | Aero Elite 320 | ElDorado | CNG | 27 | 32 FT | 2020 | X | 8 |
| 55 | FR | 2019 | Ford F-550 | ElDorado | CNG | 27 | 32 FT | 2020 | X | 8 |
| 56 | DAR | 2022 | Dodge Voyager (Braun) | BraunAbility | Gas | 5/1 | Van | 2023 | X | 8 |
| 57 | DAR | 2022 | Dodge Voyager (Braun) | BraunAbility | Gas | 5/1 | Van | 2023 | X | 8 |
| 58 | DAR | 2022 | Dodge Voyager (Braun) | BraunAbility | Gas | 5/1 | Van | 2023 | X | 8 |
| 59 | FR | 2023 | Ford E-450 | Starcraft | Gas | 18/2 | 26 FT | 2023 | X | 12 |
| 60 | FR | 2023 | Ford E-450 | Starcraft | Gas | 18/2 | 26 FT | 2023 | X | 12 |
| 61 | FR | 2023 | Ford E-450 | Starcraft | Gas | 18/2 | 26 FT | 2023 | X | 12 |

*Figure 2-22. Fleet Inventory*

## 2.4.1 Regional Transit Services

The following profiles the range of regional transit services designed to connect urban centers, rural communities, medical facilities, and key destinations both inside and outside City limits. The goal is to ensure mobility for those without private transportation, link communities, and support economic, healthcare, educational, and recreational access across the county and beyond.

### *Key Providers & Service Types*

- **Madera County Connection (MCC):** A primary intercity fixed-route bus network connecting cities like Madera and Chowchilla, as well as smaller unincorporated areas. Includes fixed-routes, DAR services, and senior and medical escort services.

- **Chowchilla Area Transit Express (CATX):** A demand-response (DAR style) service within Chowchilla and contiguous unincorporated areas. CATX helps serve local mobility, especially for those underserved by fixed-routes.
- **Other Supporting Services**
    - **Senior Bus / Medical Escort programs** in rural and eastern sections of the county.
    - **Yosemite Area Regional Transportation System (YARTS):** While not exclusively Madera County, YARTS provides seasonal and year-round service along highways that include segments in Madera County, to link communities to Yosemite National Park.
    - **Private intercity services** (like Greyhound) and passenger rail (Amtrak) augment local/regional services. Madera has a train station served by Amtrak's San Joaquin line.

# 3 Community Feedback

Beginning in September 2025, the Flexlynqs team created and distributed surveys to evaluate current perceptions of Madera Metro service and get a better understanding of things that were working well or perhaps not working well from the community perspective. To augment online dissemination of surveys (pushed on social media and the Madera Metro webpage), surveys were also placed on board vehicles and the Flexlynqs team also hosted several pop-up events in the community to encourage survey participation and garner verbal feedback. This initial outreach constituted Phase 1 of the project outreach plan.

In February 2026, once the team had a list of concrete service alternatives and more specific questions about on-demand service established, Phase 2 of the outreach plan was launched to better understand community interest and acceptance of on-demand microtransit specifically and help define the parameters around on-demand microtransit to fine-tune recommendations. A summary of the feedback received during both rounds of engagement is outlined below. More details on the engagement approach and a catalog of survey results and meetings that took place can be found in **Appendix C – Outreach Summary Report.**

## 3.1 Phase 1 Outreach

### 3.1.1 Quantitative Results

Surveys were distributed through eblast to stakeholder contact lists, posted on the project website with links to the City of Madera website, linked to printed material through QR codes. The City conducted a Microtransit Feasibility Survey in 2025, collecting 66 responses from various community locations to understand transportation usage, perceptions of the Madera Metro bus service, and desired transit improvements. The study gathered insights from English and Spanish speakers, as well as a college student survey, highlighting key challenges and preferences regarding public transit in Madera.

#### *3.1.1.1 Perception of Existing Service*

Survey responses indicate generally mixed perceptions of Madera Metro service, with a notable share of respondents selecting “Unsure” across multiple service attributes. Please see **Table 3--1** for further details.

*Table 3-1. Overall Sentiment*

| EVALUATION | RESULT |
|---|---|
| **Overall Sentiment** | "Unsure" was the most common response across key attributes including travel time, punctuality, and overall satisfaction |
| **Positive Responses** | "Often" and "Almost always" were also common, particularly for safety and convenience |

This pattern suggests that while many users have positive experiences, a significant portion of the population lacks familiarity or consistent experience with the system.

### *3.1.1.2 Barriers to Transit Use*

Among respondents who do not regularly use transit, several key barriers emerged; **Table 3-2** provides a detailed distribution of responses by percentage.

*Table 3-2. Reasons for Not Using Transit*

| RESPONSE | PERCENTAGE |
|---|---|
| Doesn't go close enough to destinations | 43.18% |
| Infrequent service | 40.68% |
| Don't know what bus to take | 37.96% |
| Routes are not direct enough | 23.87% |
| Travel time is too long | 21.37% |
| Limited service hours/days | 12.05% |
| Buses too crowded | 7.05% |
| Safety concerns | 2.50% |
| Would not take transit | 2.28% |

The most significant barriers relate to service design and usability, rather than safety or crowding.

### *3.1.1.3 Desired Improvements*

Respondents identified a range of improvements that would make transit more useful and attractive; **Table 3-3** provides a detailed distribution of responses by percentage.

*Table 3-3. Desired Transit Improvements (Top Responses)*

| RESPONSE | PERCENTAGE |
|---|---|
| Better information on how to use the system | 66.77% |
| Expanded weekend service | 40.37% |
| More bus stops | 38.43% |
| Later weeknight service | 33.85% |
| More direct service | 25.78% |
| More shelters or benches | 25.55% |
| Mobile app with real-time information | 22.36% |
| More frequent service | 10.87% |
| On-demand microtransit | 8.30% |

The most prominent theme is the need for improved information and system usability, followed by expanded service availability and better physical infrastructure.

### *3.1.1.4 Student Travel Patterns and Preferences*

Student survey responses provide additional insight into a key transit-dependent population.

Key findings include:

- Many students do not have consistent access to a personal vehicle and rely on family members for transportation
- Class schedules span throughout the day, requiring service across a broad time window

- Travel patterns are highly directional, with most trips occurring between home and school

Student preferences indicate strong support for both structured and flexible service models; **Table 3-4** provides a detailed distribution of responses by percentage.

*Table 3-4. Student Preferences and Perceptions*

| STATEMENT | AGREE |
|---|---|
| Prefer on-demand service | 90.9% |
| Prefer fixed-route service | 72.7% |
| Bus provides independence | 81.8% |
| Feel safe riding transit | 72.7% |

Students also identified several improvements that would encourage greater transit use. **Table 3-5** provides a detailed distribution of responses by percentage.

*Table 3-5. Student-Identified Improvements*

| IMPROVEMENT | PERCENTAGE |
|---|---|
| Mobile app for real-time information | 63.6% |
| More direct service / fewer transfers | 54.5% |
| More bus stops | 54.5% |
| More frequent service | 45.5% |
| Later evening service | 45.5% |
| On-demand service options | 36.4% |

These findings reinforce the importance of reliability, information access, and flexible service options for younger riders.

### *3.1.1.5 Key Takeaways*

Across all survey responses, several consistent conclusions emerge:

- Personal vehicle use dominates, but a segment of the population remains transit-dependent
- Awareness and understanding of the system are significant barriers to use
- Reliability, frequency, and direct routing are primary concerns
- Expanded service hours and improved access to key destinations are high priorities
- Interest in flexible, on-demand service exists but is secondary to improving core service usability

### 3.1.2 Qualitative Feedback

In addition to the quantitative survey results presented above, qualitative feedback was collected through stakeholder discussions and open-ended survey responses. This input provides additional context into how residents experience the system and helps explain the trends observed in the data. While not statistically representative on their own, these perspectives offer valuable insight into user needs and perceptions.

Several consistent themes emerged:

- **Reliability and on-time performance**
  Riders frequently reported that buses arrive late or inconsistently, sometimes by 30 minutes or more. These delays result in missed school start times, difficulty attending appointments, and reliance on costly alternatives such as taxis.

- **Limited coverage and accessibility**
  Many residents indicated that they live too far from existing routes or that service does not reach key destinations. Long walks to stops and indirect routing make transit difficult to use, particularly for those without access to a vehicle.

- **Inefficient routes and long travel times**
  Existing routes are not always direct, requiring extended travel times for common trips. This is especially challenging for students and those traveling to major destinations such as Madera Community College or locations outside the city.

- **Strong reliance on and interest in flexible service**
  DAR is viewed as an important service, particularly for those outside fixed-route coverage. There is strong interest in expanding flexible, on-demand options, especially for seniors and individuals without reliable transportation.

- **Gaps in service hours and regional connectivity**
  Respondents identified a need for earlier morning, later evening, and expanded weekend service. Improved connections to Fresno for education, healthcare, and employment were also frequently noted.

- **Barriers related to information and system usability**
  Many riders expressed confusion about routes, service changes, and how to use the system. Language barriers and limited access to clear, user-friendly information further contribute to these challenges.

- **Stop conditions and passenger amenities**
  Riders highlighted the need for more shelters and improved stop infrastructure to provide protection from weather and improve overall comfort while waiting.

Overall, this qualitative feedback reinforces the need for a system that is more reliable, easier to understand, and more flexible in how it serves different trip types. When combined with the quantitative findings, these insights informed the development of the recommended service approach.

## 3.2 Phase 2 Outreach

In February 2026, the project team returned to the community to actively seek feedback from residents regarding various on-demand ideas and proposed changes. The team engaged with community members through discussions and surveys to better understand their needs and preferences, ensuring that the proposed initiatives align with the desires of the community.

### 3.2.1 Quantitative Results

Overall, the results indicate strong interest in on-demand microtransit, especially as a supplement to the existing system. At the same time, respondents made clear that fixed-route service continues to play an important role and should not be fully replaced. Survey responses also reinforce the importance of frequency, reliability, accessible information, and expanded service hours.

#### *3.2.1.1 Awareness and Interest in Microtransit*

Prior awareness of on-demand microtransit was relatively limited, but interest in using the service was high once the concept was introduced. **Figure 3-1** provides a detailed distribution of responses by percentage.

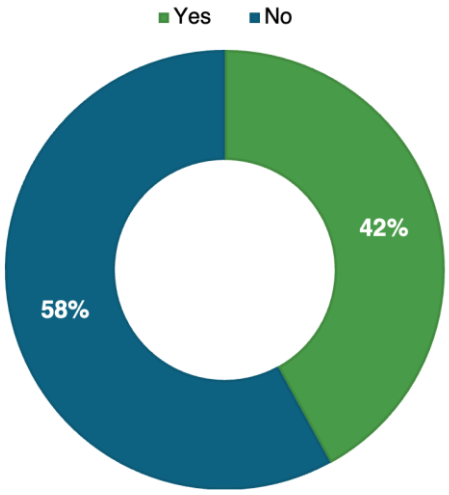



*Figure 3-1. Familiarity with On-Demand Microtransit Before the Survey*

Most respondents were not familiar with on-demand microtransit before taking the survey, indicating a need for public education and outreach if the service is introduced.

*Table 3-6. Interest in Using On-Demand Microtransit*

| RESPONSE | PERCENTAGE |
|---|---|
| Very interested | 55.1% |
| Somewhat interested | 20.3% |
| Neutral | 15.9% |
| Somewhat uninterested | 2.9% |
| Not interested | 5.8% |

Taken together, 75.4 percent of respondents indicated positive interest in using on-demand microtransit, despite the fact that most were not previously familiar with the concept. This suggests both a need for public education and a strong base of potential interest. **Table 3-6** provides a detailed distribution of responses by percentage.

### *3.2.1.2 Expected Use, Wait Times, and Fare Expectations*

Respondents indicated that they would use microtransit regularly if it were available, and most expressed expectations for relatively short wait times and low fares.

*Table 3-7. Expected Frequency of Use*

| RESPONSE | PERCENTAGE |
|---|---|
| Daily | 27.5% |
| A few times per week | 21.7% |
| A few times per month | 33.3% |
| Rarely | 8.7% |
| Never | 8.7% |

A combined 82.5 percent of respondents indicated they would use microtransit at least a few times per month, and nearly half indicated they would use it weekly or daily. **Table 3-7** provides a detailed distribution of responses by percentage.

*Table 3-8. Maximum Acceptable Wait Time for Pickup*

| RESPONSE | PERCENTAGE |
|---|---|
| 10 minutes or less | 20.3% |
| 15 minutes | 26.1% |
| 20 minutes | 11.6% |
| 30 minutes | 23.2% |
| More than 30 minutes | 11.6% |

Expectations cluster around a 10-to-30-minute pickup window, with 15 minutes as the single most selected response. Nearly half of respondents expect pickup within 15 minutes or less. **Table 3-8** provides a detailed distribution of responses by percentage.

*Table 3-9. Fare That Would Feel Like a Good Value*

| RESPONSE | PERCENTAGE |
|---|---|
| I would not pay for this | 18.8% |
| $2 per one-way trip | 42.0% |
| $3 to $4 per one-way trip | 15.9% |
| $5 per one-way trip | 11.6% |
| I would pay anything less than Uber/Lyft | 10.1% |

The $2 fare point emerged as the strongest value threshold. At the same time, nearly one in five respondents indicated they would not pay for the service, suggesting that affordability and subsidy remain important considerations. **Table 3-9** provides a detailed distribution of responses by percentage.

### *3.2.1.3 Preferred Service Hours and Relationship to Fixed-Routes*

Support for expanded service hours was strong across all options presented, particularly on weekends and outside current operating hours. **Table 3-10** provides a detailed distribution of responses by percentage.

*Table 3-10. Interest in Using Microtransit Outside Current Operating Hours*

| RESPONSE | PERCENTAGE |
|---|---|
| Early mornings (before 7 a.m.) | 55.1% |
| At night (after 7 p.m.) | 50.7% |
| On Saturdays | 60.9% |
| On Sundays | 58.0% |

These results suggest broad support for extending service beyond current weekday daytime conditions.

At the same time, respondents were clear that microtransit should complement, not fully replace, fixed-route service.

*Table 3-11. Comfort with Microtransit as the Only Transit Option*

| RESPONSE | PERCENTAGE |
|---|---|
| Yes | 29.0% |
| No, I would still need the 4 fixed bus routes | 53.6% |
| I do not use the bus routes now | 17.4% |

More than half of respondents said they would still need the four fixed-routes, reinforcing the role of a hybrid system. **Table 3-11** provides a detailed distribution of responses by percentage.

*Table 3-12. Features of Fixed-Routes That Continue to Matter*

| RESPONSE | PERCENTAGE |
|---|---|
| No booking required | 40.6% |
| More predictable schedule | 39.1% |
| I already know how it works | 18.8% |
| Worried on-demand will cost more | 18.8% |
| No app required | 15.9% |
| Worried on-demand will take longer | 14.5% |
| Other | 1.4% |

Respondents continue to value the ease and predictability of fixed-route service, especially the ability to ride without advance booking. **Table 3-12** provides a detailed distribution of responses by percentage.

*Table 3-13. If Fixed-Routes Were Changed, What Would Matter Most*

| RESPONSE | PERCENTAGE |
|---|---|
| Buses come more often (frequency) | 52.2% |
| Better on-time performance | 31.9% |

| RESPONSE | PERCENTAGE |
|---|---|
| Routes go more directly to key destinations | 30.4% |
| Later evening service | 18.8% |
| Better weekend service | 15.9% |
| Faster trips (fewer stops) | 13.0% |
| Earlier morning service | 11.6% |
| Other | 5.8% |

Among potential changes to fixed-route service, increased frequency was the top priority by a wide margin, followed by better on-time performance and more direct routing. **Table 3-13** provides a detailed distribution of responses by percentage.

### *3.2.1.4 Interest in Expanded Services and Communication Preferences*

Interest in supplemental on-demand service to Fresno was especially strong. 89.9% of respondents indicated interest in On-Demand Service to Fresno for medical appointments. **Table 3-14** provides further details.

*Table 3-14. Interest in On-Demand Service to Fresno for Medical Appointments*

| RESPONSE | PERCENTAGE |
|---|---|
| Yes | 89.9% |
| No | 1.4% |
| Not sure | 8.7% |

This is one of the strongest findings in the Phase 2 survey and indicates substantial demand for regional connectivity.

Survey responses also show that current communication channels are not well aligned with how respondents would prefer to receive information in the future.

Currently, word of mouth is the dominant source of transit information. Looking ahead, respondents expressed a preference for more proactive and visible communication channels,

especially social media, flyers/signage, community events, and mobile applications. **Table 3-15** provides further details.

*Table 3-15. Current and Preferred Information Sources*

| CHANNEL | CURRENT SOURCE | PREFERRED FUTURE SOURCE |
|---|---|---|
| Madera Metro website | 24.6% | 30.4% |
| Madera Metro app | 7.2% | 33.3% |
| Word of mouth | 43.5% | 24.6% |
| Social media | 11.6% | 55.1% |
| Posted flyers and signs | 11.6% | 44.9% |
| Community events | 11.6% | 34.8% |

### *3.2.1.5 Key Takeaways*

Several clear conclusions emerged from the Phase 2 survey results:

- Awareness of microtransit is still limited, but interest in using it is high
- Respondents expect relatively short wait times and affordable fares
- There is strong support for service outside current operating hours, especially on weekends
- Most respondents do not want microtransit to fully replace fixed-routes
- If fixed-routes are modified, frequency and reliability are the top priorities
- Interest in a Fresno medical connector is extremely strong
- Future communication should rely less on word of mouth and more on digital and community-based channels

These findings suggest that the public is receptive to a hybrid transit model that improves fixed-route service while expanding flexible on-demand options.

## 3.3 Summary of Phase 2 Qualitative Feedback

In addition to the survey results, qualitative feedback was collected through the Madera City Hall workshop and the Madera Community College listening sessions, as well as feedback from pop-ups at the Walgreens Transit stop and Flea Market. This input provides additional context on how community members and institutional partners react to the proposed service concepts. While not statistically representative on its own, it helps explain the priorities and implementation issues that surfaced in the survey data.

### Several Themes Emerged

- **Accessible booking and rider information**
  Participants emphasized that any on-demand service should support multiple ways to request rides, including phone-based and app-based booking. There was also interest in more visual, multilingual, and accessible tools to better serve riders with different language needs and abilities.

- **ADA accessibility and vehicle design**
  Participants raised questions about whether on-demand vehicles would have wheelchair ramps or lifts and whether the service would provide sufficient ADA-compliant options. These comments suggest that accessible service design must remain central to implementation.

- **Reliability and usability of existing service**
  Existing transit continues to be viewed as a meaningful option, but concerns remain about buses not arriving on time. Questions about whether a transit app currently exists also reinforce the need for clearer information and improved system visibility. This implies there is keen interest in maintaining but improving some elements of the fixed-route system.

- **Student transportation barriers**
  At Madera Community College, participants described transportation as a barrier to education, especially for evening classes. Students reported relying on family, informal parking arrangements, or ride-hailing services, and some noted that they cannot remain on campus for later courses because they do not have a way home.

- **Regional access and partnership opportunities**
  Students also expressed strong interest in transit connections between Fresno community colleges and Madera Community College. College representatives also noted that funding already exists to support students with gas cards or Uber assistance, and that there may be an opportunity to partner with the City on a transit pilot instead.

- **Service design and location-specific needs**

Questions were raised about possible service to locations such as the Casa Grande Motel, where residents need access to social and behavioral health services. Other questions focused on how on-demand service would operate in practice, including whether trips could include drive-thru access for riders with mobility needs, how fare levels might be affected by fleet type, and how DAR vehicles are typically utilized today.

Overall, the Phase 2 qualitative feedback reinforces the survey findings. Participants showed strong interest in more flexible and accessible transit options, but also emphasized that reliability, accessible technology, ADA service quality, and practical implementation details will be critical to the success of any new service model.

# 4 Best Practices

This section summarizes best practices for planning and implementing microtransit and on-demand services based on a national and regional industry scan of small-urban transit systems. The findings are drawn from national studies, regional research, and peer agency case evaluations of on-demand and microtransit services across the United States, with a focus on communities comparable to Madera in size, density, and demographic profile. More detailed case studies and performance metrics are documented in **Appendix B – Industry Scan.**

Rather than recommending a single model, the industry scan highlights recurring themes related to service design, technology, governance, equity, and performance management. Together, these best practices provide a framework for evaluating which service concepts are most appropriate for Madera's specific travel patterns, operational environment and community needs.

## 4.1 Service Design

Across peer systems, successful microtransit programs are designed around clearly defined service zones that reflect where and when demand exists. Zone-based, dynamically routed services consistently outperform corridor-based or route-deviation models in low-density environments, particularly where fixed-routes generate low ridership or require long, indirect travel paths.

Many agencies have deployed microtransit as:

- A replacement for underperforming fixed-routes,
- A complement to fixed-routes during off-peak periods, or
- A coverage service in areas where fixed-route transit is not viable.

Programs that perform best establish clear operating parameters, including service hours, booking rules, and wait-time expectations, rather than attempting to replicate the flexibility of private ride-hailing services. Phased implementation is common, allowing agencies to test limited zones or trip types before expanding service geographically or temporally.

***Why it Matters***

Madera's dispersed trip patterns, strong non-work travel demand, and lower-density residential areas mirror conditions where zone-based microtransit has proven effective. Best practices suggest that clearly bound service areas and targeted use of on-demand microtransit service can improve accessibility, cost-effectiveness and reliability without overextending resources.

## 4.2 Technology and Operations

Peer agencies consistently rely on robust technology platforms to manage on-demand services effectively. Dynamic dispatch software enables real-time routing, automated scheduling, and integrated performance dashboards, improving an agency's ability to effectively manage demand fluctuations, monitor wait times and track productivity. Mobile applications are commonly paired with call-in booking options to ensure accessibility for riders without smartphones.

Agencies that integrate on-demand microtransit technology with existing systems, such as fixed-route scheduling, fare payment, or paratransit software, report improved operational efficiencies and customer experience. Performance dashboards and automated reporting tools are also widely used to track key indicators including trips per hour, cost per trip, and on-time performance.

***Why it Matters***

Madera Metro is already investing in new technology for both fixed-route and demand-response services. Best practices indicate that leveraging these platforms to support flexible service models, and to improve real-time information and ease of use, can directly address many of the informational and reliability barriers identified in the existing conditions analysis.

## 4.3 Equity and Accessibility

Equity considerations are central to a successful microtransit implementation. High-performing programs maintain multiple booking options, integrating mobile application booking with telephone and cash payment options to guarantee access for older adults, individuals with smartphones, and those with limited English proficiency. Many agencies use ADA-compliant vehicles and integrated microtransit and paratransit systems to improve efficiency while preserving required service quality for riders with disabilities and maintaining Title VI compliance.

Community engagement, including targeted outreach in multiple languages, and travel training are frequently cited as critical components, particularly in communities with large shares of low-income households, seniors, or limited-English-proficiency residents.

***Why it Matters***

Madera's demographic profile, including a high proportion of Hispanic/Latino residents, seniors, and lower-income households, closely aligns with communities where inclusive service design is essential. Best practices reinforce the need for services that are simple to understand, do not rely exclusively on smartphones, and are communicated clearly in Spanish and English.

## 4.4 Performance Measurement and Adaptation

Across the industry, microtransit is most successful when treated as an adaptive service, rather than a fixed solution. Agencies routinely adjust service zones, hours, and policies based on observed demand and performance data. Key metrics commonly tracked include cost per passenger, per vehicle hour, and shared ride data. These metrics are used to evaluate vendor performance and inform contract renewal, expansion, or termination decisions, effectively aligning technology partnerships with measurable service outcomes.

Programs that fail to meet performance expectations are often restructured, scaled back, or replaced, highlighting the importance of ongoing evaluation rather than long-term commitment to an underperforming model.

***Why it Matters***

Best practices emphasize that microtransit should be evaluated alongside fixed-route and DAR services using consistent metrics. This approach supports data-driven decisions about where flexible services add value and where traditional service remains more effective.

## 4.5 Key Takeaways

The industry scan demonstrated that microtransit can be a practical and scalable tool for small-urban transit systems when it is carefully designed, actively managed, and aligned with community needs. There is no single “right” model; instead, the most successful agencies tailor service design, technology, and governance to local conditions.

These best practices directly informed the development and evaluation of service design alternatives, helping to identify concepts that are operationally feasible, equitable, and responsive to Madera’s travel patterns, operational environment and community priorities.

# 5 Service Design Alternatives

Building from existing conditions assessment and best practices research, our next step in this process was to develop, test, and refine service design concepts that would address what the community and the data were illustrating. The intent of this exercise was not to prematurely select a preferred alternative, but rather to systematically narrow a broad universe of possible service concepts into a small set of feasible, high-performing options that warrant further evaluation and community discussion.

## 5.1 Methodology

The following section describes the methodology that was followed in creating and filtering scenarios for consideration.

### 5.1.1 Concept Generation and Initial Screening

Service design concepts were developed by synthesizing findings from the existing conditions analysis, community and stakeholder feedback, best practices research, and the project team's experience with similar systems in small urban and rural contexts. Together, these inputs highlighted recurring themes—such as challenges with coverage, service frequency, span of service, and clarity of the network—that informed the types of service changes worth testing.

Rather than beginning with a single recommended approach, the study intentionally started with a wide range of conceptual ideas reflecting different strategic directions. These included variations of:

- Adjustments to the existing fixed-route network (e.g., simplifying routes, modifying service spans, or reallocating service hours),
- Expanded or targeted on-demand service models,
- Hybrid approaches that combine fixed-route service during certain times or in certain corridors with on-demand service elsewhere, and
- Flexible service concepts such as route deviation or zone-based services.

These initial concepts were screened qualitatively to ensure they were:

- Operationally plausible within Madera's context,
- Consistent with funding and fleet constraints at a conceptual level, and
- Responsive to clearly identified community needs and travel patterns.

Concepts that were clearly infeasible or misaligned with community priorities were not advanced to modeling, allowing the analysis to focus on realistic and policy-relevant options. Overall, 14 such feasible scenarios were developed.

### 5.1.2 Developing a Demand Model

Once the set of candidate concepts was established, the team used a demand model to understand how each concept might perform relative to existing service. The demand model was designed to estimate how riders are likely to respond to changes in service design, rather than to predict exact future ridership totals.

The model integrated:

- Demographic characteristics such as population density, income, age distribution, and vehicle ownership,
- Land use and trip generators including schools, healthcare facilities, retail, employment centers, and transit hubs,
- Observed ridership patterns from fixed-route and demand-response services, and
- Service attributes such as travel time, wait time, service span, and geographic coverage.

Using these inputs, the model estimates changes in travel behavior across different service configurations, allowing the project team to compare scenarios on a consistent basis. Importantly, the model focuses on relative performance differences (for example, whether one concept is likely to generate more trips per service hour than another) rather than producing a single forecast.

### 5.1.3 Scenario Testing

Each service concept advanced to modeling is tested using a consistent set of assumptions and evaluation measures. This allows differences in outcomes to be attributed to service design choices rather than to changes in external assumptions.

Key metrics examined include:

- Estimated ridership and changes relative to the baseline,
- Distribution of demand by time of day and trip purpose,
- Revenue hours required to operate each concept, and
- Productivity indicators such as trips per revenue hour.

Where possible, scenarios were tested under similar overall budget or resource constraints to illustrate tradeoffs between coverage, frequency, and flexibility. This approach makes explicit the consequences of reallocating service hours—for example, shifting resources from low-performing fixed-route segments to on-demand service, or concentrating fixed-route service into fewer but more frequent corridors.

## 5.2 Initial Alternatives

After preliminary scenario development and testing, three alternatives emerged with strong characteristics in modeling projections. Each of these scenarios is discussed in more detail below.

### 5.2.1 Baseline

The baseline scenario reflects the current transit system in Madera, consisting of four fixed-routes operating alongside DAR and ADA/Paratransit service. More information on performance metrics in this scenario can be found in **Section 2.3.1.1**. This scenario serves as the reference point against which all other alternatives are evaluated.

It is important to note that this study's outcomes do not support a continuation of current service structure due to the issues with cost, productivity, and ridership. On-demand ridership has been growing year-over-year, and fixed-route ridership has been relatively stable. **Figure 5-1** provides a map of the baseline scenario.

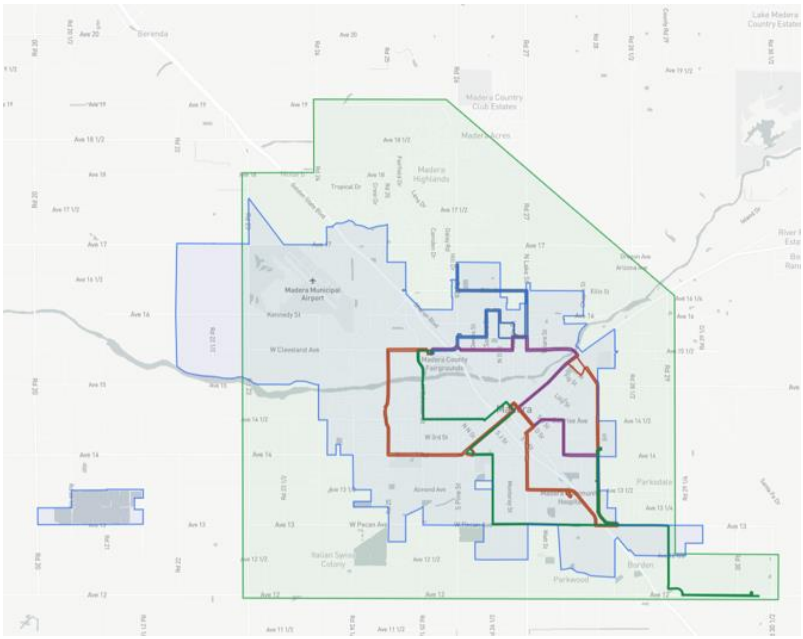


*Figure 5-1. Map of Baseline Scenario*

### 5.2.2 Modified Fixed-Routes with On-Demand: Maximum Cost Efficiency (Option A)

Option A (as shown in **Figure 5-2**) represents a focused refinement of the existing fixed-route network while maintaining current DAR (rebranded to on-demand microtransit) and ADA/Paratransit services. Under this scenario, fixed-route service is streamlined to improve efficiency and productivity by simplifying route alignments, increasing directness, and concentrating service in corridors with the strongest existing demand. On-demand microtransit service focuses primarily on improved branding, alternative vehicle sizes, and improved app-based booking experiences rather than zone changes from current DAR service.

The fixed-route network is reduced to two core routes that prioritize service along Yosemite and Cleveland Avenues, where ridership demand is consistently highest. These routes would operate at 30-minute frequencies, improving upon the current 60-minute headways that exist on three of the four existing routes (with Route 1 already operating at 30-minute headways). This approach shifts fixed-route service toward fewer, stronger corridors while improving reliability and convenience for riders using those routes.

Lower-demand segments that are currently served by fixed-route buses under baseline conditions would instead be covered by on-demand microtransit service. Operating with the same service hours and response times as today, on-demand microtransit service would play a critical role in the overall network and is expected to absorb additional demand from riders who are better served through flexible, request-based trips. Microtransit ridership increases slightly and may increase even further with additional marketing and awareness of the new program.

The result of this scenario is a combined fixed-route and on-demand system that maintains ridership levels comparable to current conditions, but at a significantly reduced operating cost. This scenario achieves meaningful cost savings while preserving access and mobility for riders. While some areas would no longer receive fixed-route service, those trips would continue to be served by on-demand service, which provides reliable, high-quality service with average response times typically under 11 minutes.

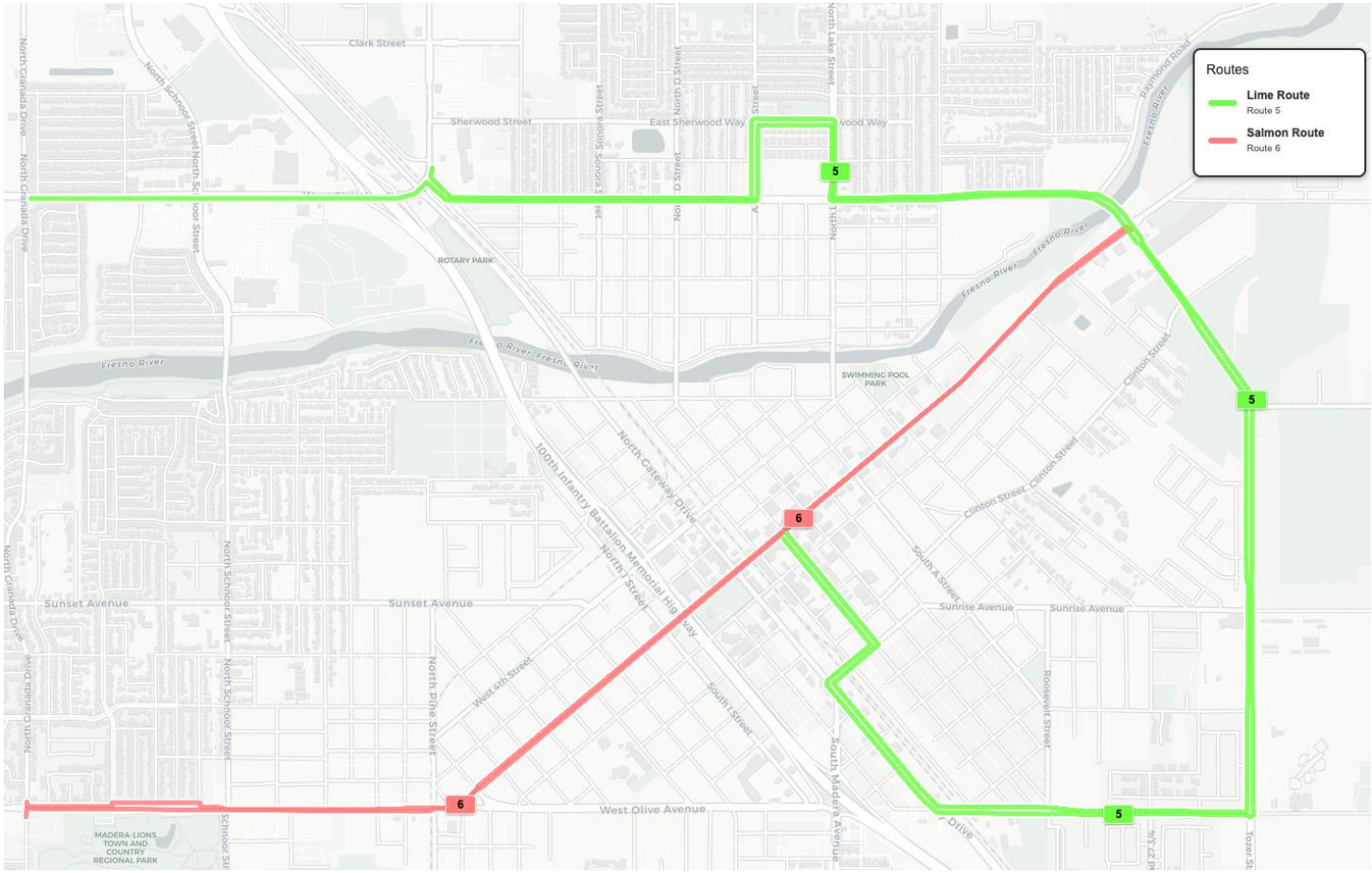



*Figure 5-2. Map of Option A - Fixed-Route Modified: Maximum Cost Efficiency*

### 5.2.3 Modified Fixed-Route with On-Demand: Maximum Ridership (Option B)

Option B (as shown in **Figure 5-3**) explores a different reconfiguration of fixed-route service, placing a stronger emphasis on increasing ridership while keeping costs stable. This scenario further concentrates fixed-route service in the highest-performing corridors and makes more substantial changes to route structure with a greater emphasis on direct travel paths. On-demand microtransit is still deployed and, like scenario A, utilizes the same geographic bounds as DAR service while making changes to booking process, vehicle type, and new branding.

Relative to the baseline and Option A, this scenario offers improved fixed-route ridership and would not cut any fixed-route services. Rather, fixed-route service would be realigned in some places and added to in others to produce a network that better reflects current demand and growth in the future. Specifically, routes 1 and 4 are maintained in this scenario, but three new routes are introduced to bolster ridership to key destinations while keeping service efficient.

The key benefit of this approach is its potential to generate stronger ridership and a lower cost per passenger while building three new routes on top of two existing routes that perform well. In addition, on-demand services offer point-to-point service for passengers at the same service quality presented in Option A. On-demand microtransit may grow as adoption of application-based booking and knowledge of the service grows. This would continue to be a critical service that builds as some fixed-route service along Granada Drive is replaced with on-demand service because of low fixed-route demand along that corridor.

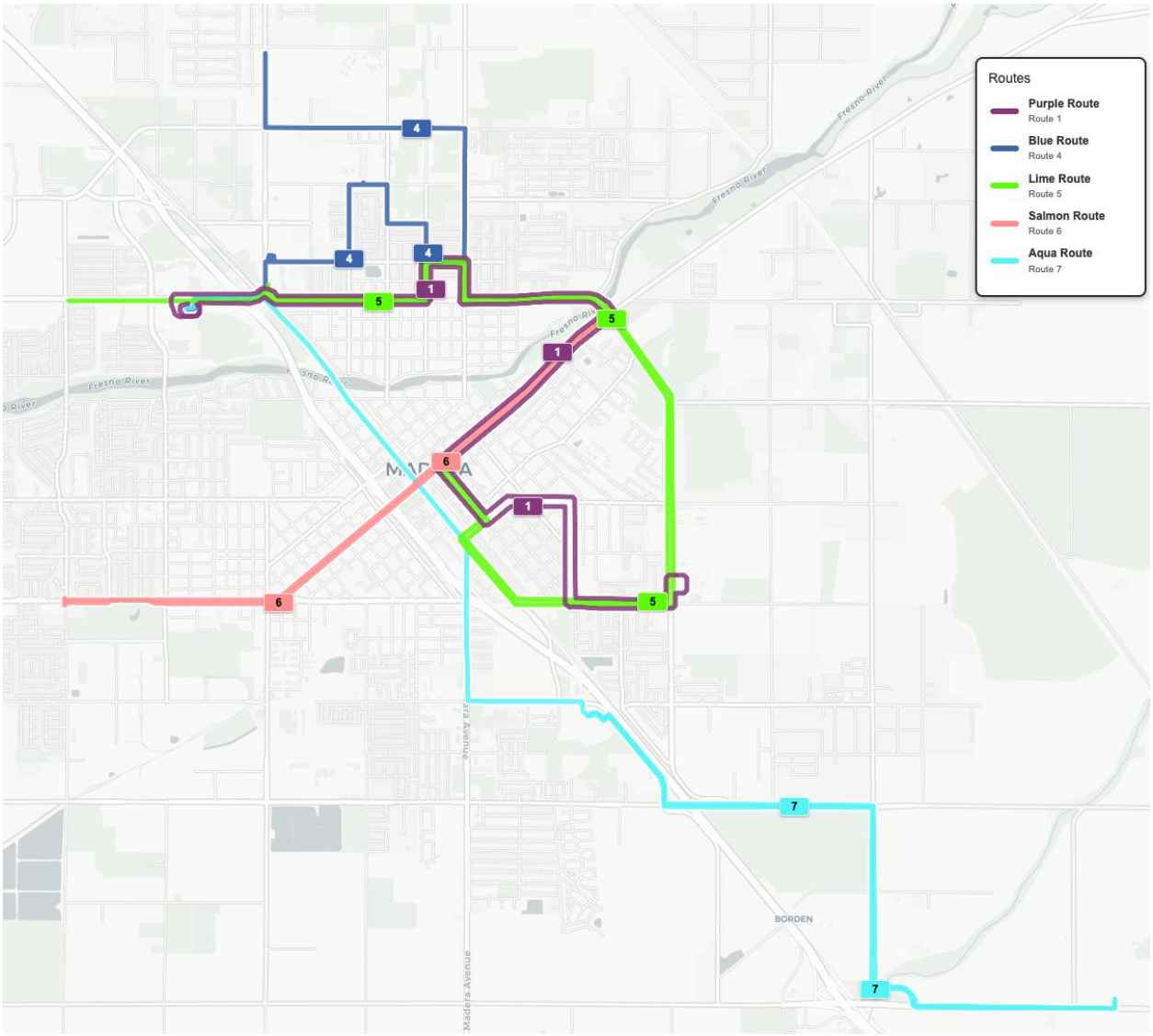



*Figure 5-3. Map of Option B - Fixed-Route Modified: Maximum Ridership*

## 5.2.4 On-Demand Microtransit Only (Option C)

The third scenario, Option C, (as seen in **Figure 5-4**) explored eliminates fixed-route service entirely and transitions the system to an on-demand–only model. Early in the evaluation, the study team considered dividing the City into smaller microtransit zones to limit vehicle circulation, which could improve response times and potentially reduce operating costs. However, because the existing Dial-a-Ride service already operates citywide, narrowing service areas was determined to carry risk; restricting zones could negatively affect rider perception and reduce ridership, particularly during the early stages of transition, when overall appetite for an on-demand–only system may still be developing.

Adoption of an on-demand–only service model is inherently uncertain, particularly in the absence of fixed-route service. To reflect this uncertainty, multiple ridership assumptions were tested,

including scenarios in which on-demand service captures approximately 70 percent, 100 percent, and 150 percent of current fixed-route ridership. Across these scenarios, cost per trip is higher than under fixed-route service, and total ridership is somewhat lower in the near term. These results reflect the higher unit cost of providing door-to-door or curb-to-curb service and the challenges of achieving scale without sufficient demand density.

Despite these tradeoffs, the on-demand–only scenario represents the most forward-looking and growth-oriented approach considered. Recent trends in Madera indicate that demand-response ridership has grown more consistently than fixed-route ridership, and as fixed-route service continues to face productivity challenges, expanding flexible, on-demand options may better align with evolving travel behavior. Over time, this approach has the potential to attract new riders seeking more direct and convenient trips while also converting existing transit users to shorter, more efficient travel experiences.

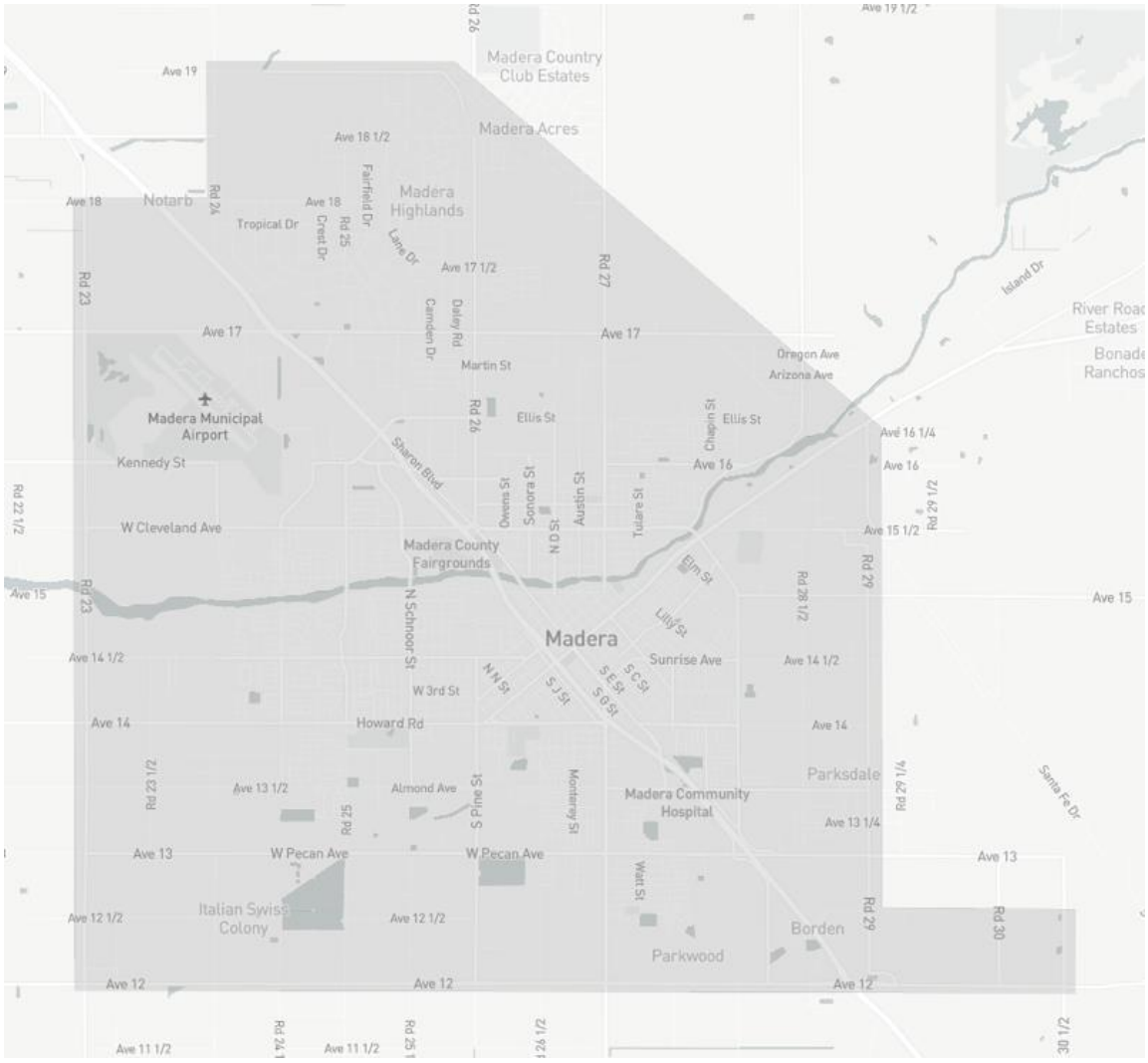



*Figure 5-4. Map of Option C – On-Demand Only*

## 5.2.5 Additional Options

There are two other service changes the team explored that could be easily implemented in addition to any of the alternative scenarios described above. These are **extended hours for on-demand service** and **Personal Mobility On-Demand** Subsidies.

### *5.2.5.1 Extended On-Demand Service*

The On-Demand Extended Service scenarios expand the availability of on-demand transit beyond the current service span, particularly into late-night periods when fixed-route service is limited or unavailable. Under this scenario, the structure of daytime service remains unchanged, but additional on-demand service is added to better align transit availability with community travel needs. This would be directly operated by the City's contractor as with regular on-demand service.

#### Adding hours (weekend or late-night)

Compared to baseline conditions, this scenario directly addresses gaps that occur after the last fixed-route trips of the day. Rather than extending low-frequency or low-productivity fixed-routes into late hours, on-demand service is used as a more flexible and cost-efficient way to serve trips related to late-shift employment, school activities, shopping, medical needs, and social travel. This approach recognizes that demand during evening hours is typically more dispersed and less predictable, making fixed-route service less effective. **Table 5-1** provides a detailed breakdown of extended on-demand service projections.

The primary benefit of extending on-demand service hours is improved access and reliability during times when transit options are currently limited. Riders gain the ability to make trips later in the evening without needing to plan around early service cutoffs, and the City can respond more effectively to non-traditional work schedules and evolving travel patterns. Because service is demand-responsive, vehicles are only deployed when trips are requested, helping to control operating costs.

*Table 5-1. Initial Extended On-Demand Service Projections*

| SCENARIO | VEHICLES | REVENUE HOURS | ADDITIONAL PASSENGERS | COST | $ PER TRIP |
|---|---|---|---|---|---|
| 1 hour extension | 1 | 247 | 741 | $29,020 | $39 |
| 4-hour extension | 1 | 617.5 | 988 | $72,550 | $73 |

Potential drawbacks include increased operating expenses associated with longer service days and the possibility of lower utilization during late-night period or weekends. Careful monitoring would be needed to ensure that extended hours are appropriately scaled to demand. In some respects, starting with a subsidized personal mobility on-demand service (discussed below) may

be a precursor to expanding on-demand service, until demand adequately brings costs per trip down into the range of $20/trip or less.

### *5.2.5.2 Personal Mobility On-Demand Subsidies (PMOD)*

The PMOD service scenario explores the use of third-party, app-based ride-hailing providers, also known as Transportation Networking Companies or TNCs (such as Uber or Lyft) to supplement Madera's existing transit services in a targeted and cost-controlled way. Rather than operating new fixed-routes or expanding City-run on-demand service into areas with low or uncertain demand, this approach allows the City to purchase trips on demand from private providers for a limited number of riders or trip types.

Under this scenario, Madera would identify specific trips, trip types, or service windows where using a third-party provider could improve reliability, fill service gaps, or test new markets. These trips would be subsidized by the City and made available to eligible riders through a defined program, rather than being open-ended or systemwide.

This approach differs from the baseline in that it does not expand City-operated service. Instead, it adds flexibility by allowing the City to "buy mobility as needed," particularly where operating a bus or city-run on-demand vehicle would be inefficient or cost-prohibitive.

#### How the PMOD Model Works

PMOD programs typically operate through a competitive procurement or bidding process. The City would issue a request for proposals to qualified ride hailing providers outlining key program parameters, such as eligible trip types or destinations, service hours, maximum subsidy per trip or per rider, fare structure for riders, and reporting and data-sharing requirements.

For example, the City might solicit bids from Uber and Lyft to provide up to X number of subsidized trips per day for a defined set of trips, such as late-running connections, medical appointments, or regional trips. Providers would submit pricing based on a per-trip or per-mile basis, and the City would select one or more providers based on cost, coverage, reliability, and data transparency.

Once implemented, eligible riders would request trips either directly through the participating ride hailing provider's app or through a designated booking interface, which could include integration within the City's on-demand or microtransit platform (such as Spare), allowing riders to access PMOD trips alongside other transit services. The City would subsidize a portion of the fare, and the rider would pay the remaining amount, if any. The City's financial exposure would be capped by the number of trips or total subsidy authorized under the program.

#### Pros and Cons of the PMOD Approach

This approach offers high flexibility and scalability. PMOD allows the City to test new service concepts without committing to full-time service or purchasing additional vehicles. It can improve reliability for specific trips, reduce missed connections, and provide service in areas or time

periods where traditional transit performs poorly. Costs can be tightly controlled through caps on trips or subsidies.

Potential drawbacks include reliance on third-party providers and equity considerations related to smartphone access or familiarity with ride-hailing platforms. Careful program design would be needed to ensure access for riders without smartphones and to avoid undermining existing transit services. Because per-trip costs are higher than fixed-route service, PMOD is best suited for targeted, limited-use applications rather than broad systemwide coverage.

### Fare Considerations and Policy Flexibility

Fares under a PMOD-based Fresno connector do not need to mirror fares for fixed-route or City-operated on-demand service. Even with a higher rider fare for out-of-town trips, the service would likely remain heavily subsidized compared to the typical market cost of a rideshare trip between Madera and Fresno. This flexibility allows the City to balance affordability with cost recovery and to differentiate regional or premium services from local transit. Fare levels, eligibility criteria, and subsidy amounts will continue to be explored further through stakeholder discussions and policy review prior to implementation.

## Possible Applications

*Application of PMOD for Fresno Connector Service*

One potential application of the PMOD model is to provide limited, subsidized connections between Madera and Fresno. Current demand modeling suggests that operating a fixed-route or City-run on-demand zone extending into Fresno would likely be expensive relative to anticipated ridership, particularly in the near term. However, there is clear demand for occasional regional trips, especially for medical appointments, shopping, and specialized services that are not available in Madera.

Rather than committing to a service extension, the City could pilot a PMOD-based Fresno connector. Under this approach, Madera residents would be eligible for subsidized ride hailing trips to specific destinations in Fresno and back. A potential destination is El Paseo, a shopping center near the northern edge of Fresno with relatively direct access via the Golden State Highway and convenient connections to Fresno's fixed-route transit network. Another potential destination is the River Park area. River Park is a particularly strategic destination, as it includes major retail, multiple healthcare facilities such as Kaiser Permanente and Fresno Heart and Surgical Hospital, and equally convenient connections to Fresno's fixed-route transit network as El Paseo.

This model would allow the City to meet regional mobility needs while limiting financial risk. Trips could be capped per day or per month, restricted to certain purposes, or limited to specific rider groups. Data from the pilot could then be used to assess whether demand is strong enough to justify a more permanent service in the future.

*Potential Use for School and Student Trips*

PMOD service could also be used to supplement on-demand capacity for school-related trips if demand exceeds available vehicles or if specific trip patterns emerge that are difficult to serve

efficiently with City-operated service. This could include overflow demand during peak school travel windows or specialized trips requested by students. Additional clarity on this potential application will be informed by upcoming engagement with Madera Unified School District and Madera Community College.

### *Augmenting On-Demand Service*

PMOD service could also be used as a targeted tool to augment City-operated on-demand service during periods of high demand or limited availability. When microtransit response times increase due to peak usage, vehicle constraints, or staffing limitations, PMOD trips could be deployed selectively to absorb overflow demand and maintain acceptable wait times for riders. This approach allows the City to preserve service quality without permanently expanding fleet size or operating hours. Similarly, PMOD could be used to extend service into late-night hours when operating City-run vehicles may be cost-prohibitive. By subsidizing a limited number of late-night trips through a third-party provider, the City could address unmet mobility needs related to late shifts, social trips, or emergencies while maintaining tight control over costs and program scope.

# 6 Evaluation and Recommendations

After discussing the leading alternatives with City staff, completing another round of public engagement, and refining our modeling and route construction, the team consolidated recommendations into a single feasible approach for moving forward, and developed an evaluation framework that addresses implementation considerations and associated risks. This recommendation is outlined below. **Figure 6-1** through **Figure 6-3** provide map-based visualizations of the recommended approach.

## 6.1 Recommended Approach

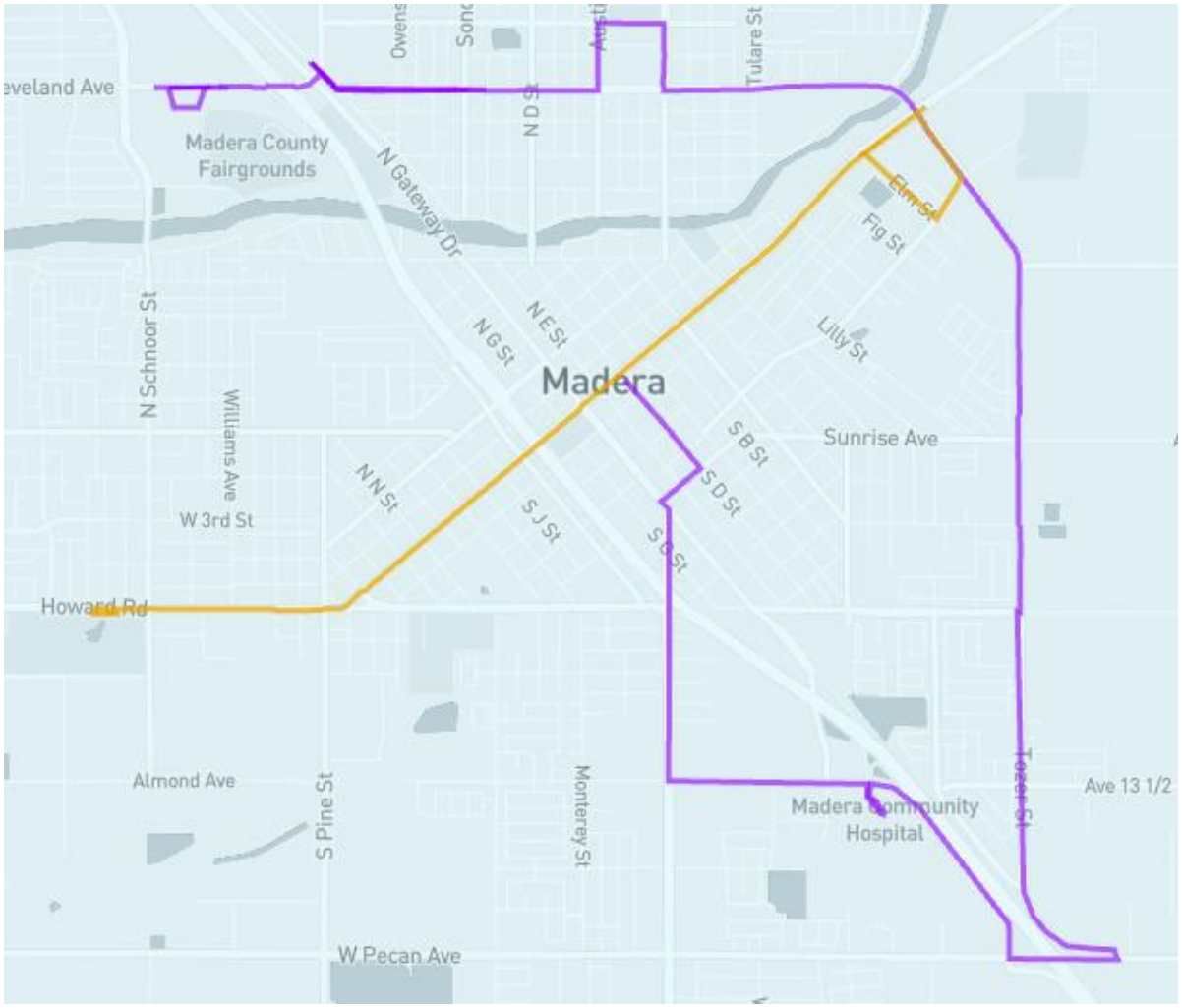



*Figure 6-1. Recommended Approach*

After careful analysis of the leading alternatives and incorporating feedback from the community as well as City staff, our team is proposing a **hybrid approach**. From Section 5, this approach

most closely resembles option A, but with some minor improvements (such as extending Route 1 to the hospital, recoloring routes to match current routes, and better defining brokered services.) This proposed system would maintain essential fixed-routes with higher demand and improve those fixed-routes in terms of their structure and headways, while also rolling out on demand microtransit service and introducing complementary personal mobility on-demand enhancements. In so doing, the City will have the opportunity to combine the most reliable and efficient elements of fixed-route service while introducing more modern and scalable mobility options, without sacrificing coverage or increasing the overall budget. The result would be a more reliable and accessible transit network.

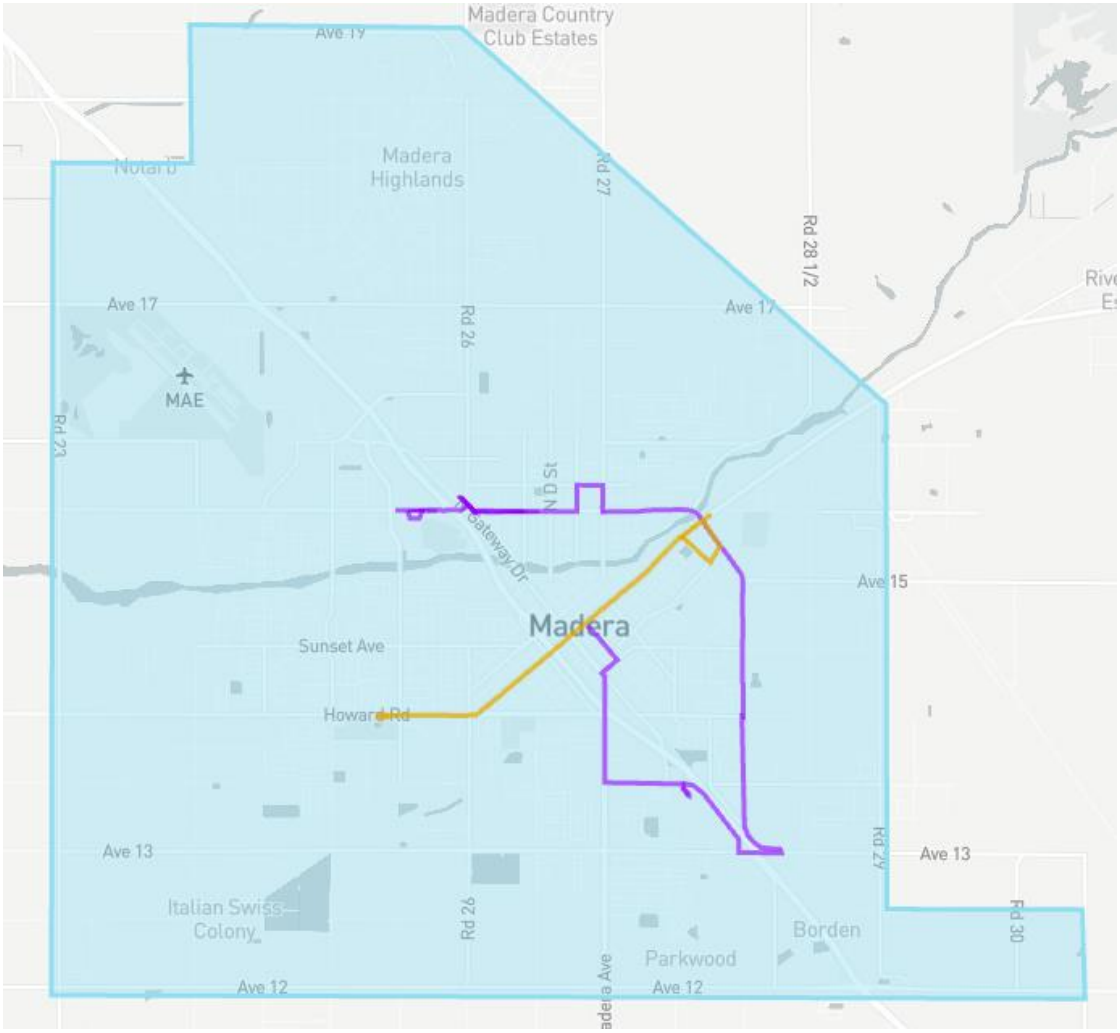



*Figure 6-2. Recommended Approach - Including Entire Service Area*

The recommendation is to convert Dial-A-Ride service to a modernized microtransit service with expanded hours, improved customer experience, and enhanced connectivity to key destinations, including select locations in Fresno. Then, we suggest modifying the Purple and Orange lines to be more linear and operate with more consistent 30-minute headways. Lower performing routes and route-segments would then be eliminated, with service in those areas being provided through microtransit. All of these changes together are projected to increase ridership while reducing

overall system costs. The proposed alternative is summarized on the maps below. Note that in the initial term, it is recommended that later evening hours and earlier mornings as well as Fresno connector service are brokered to TNCs (like Uber and Lyft), at least until demand justifies a more regular shuttle or City-operated service.

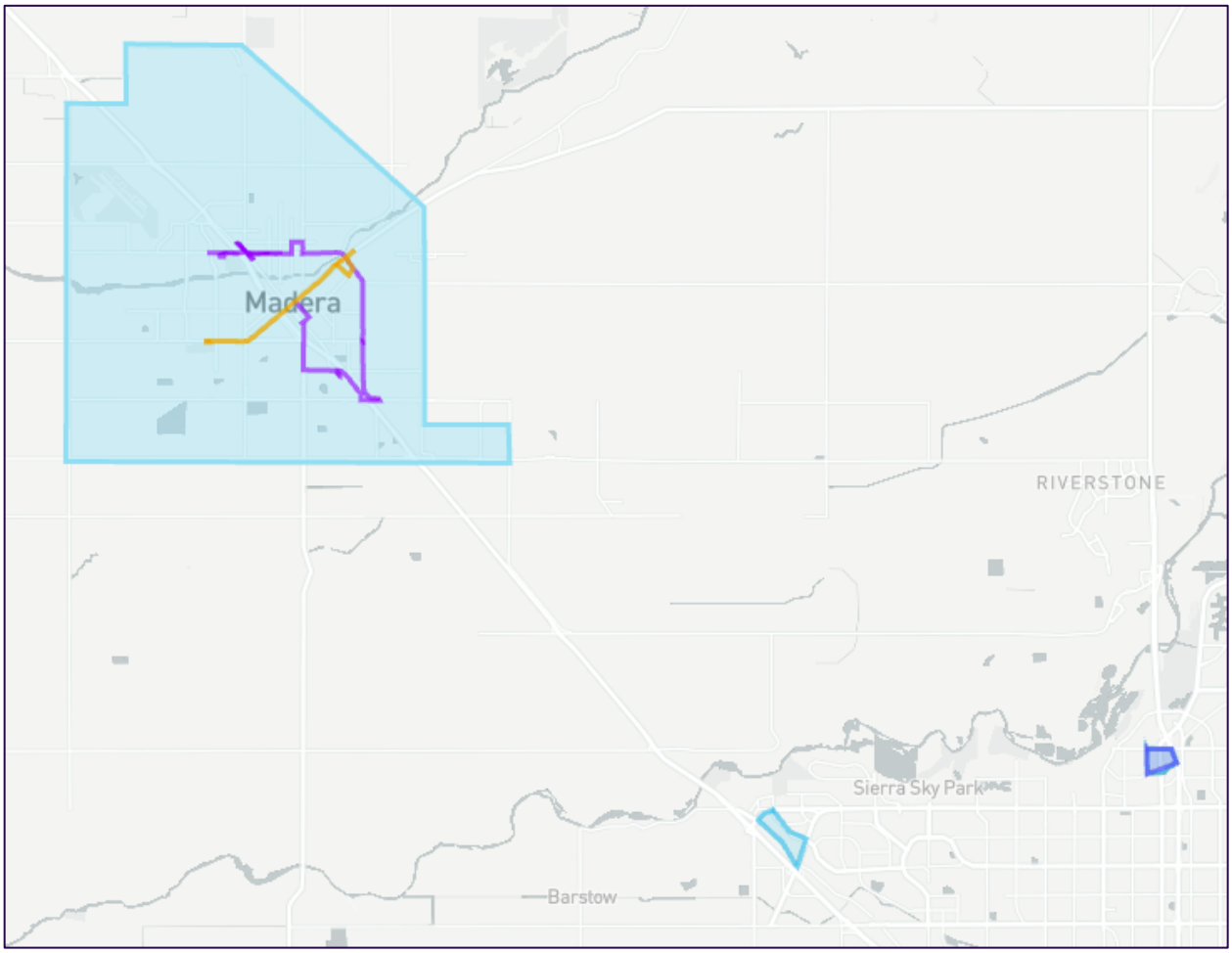



*Figure 6-3. Recommended Approach (Zoomed Out)*

Specific proposed changes to the fixed-route and on-demand services as proposed in this scenario are outlined via **Table 6-1** and **Table 6-2** below.

*Table 6-1. Proposed Changes to Fixed-Route Services*

| METRIC | BASELINE SCENARIO | PROPOSED SCENARIO | CHANGE |
|---|---|---|---|
| **Route 1 (Purple Line / Cleveland Ave)** | Headway: 30 min<br>Cost: $726,390/yr<br>Ridership: 30,000–34,600<br>Hours: 7-6:30pm Weekdays, 9-4pm Weekends | Headway: 30 min<br>Cost: $828,576/yr<br>Ridership: 32,900–42,700<br>Unchanged service span | ✓ More direct routing<br>✓ More reliable headways<br>✓ Focus on highest-demand corridor<br>✓ +2,900–8,100 riders |
| **Route 2 (Orange Line / Yosemite Ave)** | Headway: 60 min<br>Cost: $726,390/yr<br>Ridership: 22,100–24,400<br>Hours: 7-6:30pm Weekdays, 9-4pm Weekends | Headway: **30 min**<br>Cost: $828,576/yr<br>Ridership: 19,700–26,300<br>Unchanged service span | ✓ 2x frequency improvement<br>✓ More direct routing<br>✓ Improved travel time reliability |
| **Route 3 (Green Line)** | Headway: 60 min Cost: $647,010/yr<br>Ridership: 10,300–13,400 | **Now served by on-demand microtransit** | ✓ Riders served at comparable or even faster travel times<br>✓ ~$647K redirected to higher-demand corridors |

| METRIC | BASELINE SCENARIO | PROPOSED SCENARIO | CHANGE |
|---|---|---|---|
| **Route 4 (Blue Line)** | Headway: 60 min Cost: $238,140/yr Ridership: 2,300–3,800 | **Now served by on-demand microtransit** | ✓ Riders served at comparable or even faster travel times<br>✓ ~$238K redirected to core service with higher demand |

*Table 6-2. Proposed Changes to Dial-A-Ride Services*

| SERVICE ASPECT | BASELINE (DIAL-A-RIDE) | PROPOSED (MICROTRANSIT) | CHANGE |
|---|---|---|---|
| **Vehicle & Booking** | Traditional vehicles Phone-based booking | Modern fleet, emphasis on app-first booking (phone still available) | ✓ Real-time tracking<br>✓ Improved customer experience<br>✓ Stronger system branding |
| **Operating Hours** | Weekdays: 7am–6:30pm Saturday: 9am–4pm Sunday: 8:30am–2:30pm | Weekdays: same **Saturday: 9am–6:30pm (+2.5 hrs)**<br>Sunday: same | ✓ Expanded weekend service hours<br>✓ Better alignment with community travel needs |

| SERVICE ASPECT | BASELINE (DIAL-A-RIDE) | PROPOSED (MICROTRANSIT) | CHANGE |
|---|---|---|---|
| **Annual Operating Cost** | $1,757,340 | $2,327,940 | +$570,600 (expanded service, improved fleet)<br>*(Note: Costs may decrease through competitive procurement; we assumed current cost per hour which is high relative to industry benchmarks)* |
| **Projected Annual Ridership** | 21,500–32,200 | 32,300–47,900 | +10,800–15,700 riders |

**Table 6-3** provides a breakdown of recommended changes to shoulder hour PMOD & Fresno Connector.

*Table 6-3. Recommended Changes to Shoulder Hour PMOD & Fresno Connector*

| SERVICE | DESCRIPTION & MODEL | OPERATING HOURS | COST & RIDERSHIP |
|---|---|---|---|
| **Shoulder Hour PMOD (Madera)** | -City-subsidized shared-ride PMOD trips (Uber/Lyft) to fill early morning and evening gaps<br>-Pay-per-trip model | Weekdays: 6–7am, 6:30–8pm<br>Saturday: 6:30–8pm | Cost: ~$3,750/yr<br>Riders: 250–1,300 |
| **Fresno Connector** | -On-demand service connecting Madera to Fresno<br>-Can transition to scheduled shuttle if demand grows, with minimal cost increase while maintaining coverage<br>-Evaluates long-term regional connectivity demand | Weekdays: 7am–6:30pm | Cost: ~$34,500/yr<br>Riders: 1,200–3,500 |

## 6.2 Summary and Projected Impacts

The recommended approach results in measurable changes to system performance, cost, and service delivery. Summary and key projected impacts are summarized in **Table 6-4** below.

*Table 6-4. Summary of Proposed Scenarios and Projected Impacts*

| METRIC | BASELINE SCENARIO | PROPOSED SCENARIO | CHANGE |
|---|---|---|---|
| **Estimated Annual Ridership** | 86,100 – 108,300 | 86,300 – 121,600 | +300 to +13,300 riders |
| **Total Annual Operating Cost** | ~$4,095,270 | ~$4,023,342 | -$71,928 (↓ 1.8%) |
| **Cost Per Trip** | $38 | $33 | -$5 per trip (↓ 13%) |
| **Number of Fixed-Routes** | 4 routes | 2 routes | Strategic consolidation to core corridors |
| **On-Demand Service Type** | Traditional Dial-A-Ride | On-demand microtransit | Modernized service delivery and customer experience, expanded hours |
| **Supplemental On-Demand Services** | None | Subsidized shared-ride Uber/Lyft trips during shoulder hours and to Fresno | Expanded hours; improved access to Fresno medical appointments and college classes |

A cost summary by route/service can be found in **Table 6-5.**

*Table 6-5. Summary of Route by Service*

| SERVICE | BASELINE COST | PROPOSED COST | DIFFERENCE |
|---|---|---|---|
| Dial-A-Ride / Microtransit | $1,757,340 | $2,327,940 | +$570,600 |

| SERVICE | BASELINE COST | PROPOSED COST | DIFFERENCE |
|---|---|---|---|
| Route 1 (Purple) | $726,390 | $828,576 | +$102,186 |
| Route 2 (Orange) | $726,390 | $828,576 | +$102,186 |
| Route 3 (Green) | $647,010 | $0 | -$647,010 |
| Route 4 (Blue) | $238,140 | $0 | -$238,140 |
| Shoulder Hour PMOD | $0 | $3,750 | +$3,750 |
| Fresno Connector | $0 | $34,500 | +$34,500 |
| **TOTAL SYSTEM** | **$4,095,270** | **$4,023,342** | **-$71,928 (↓ 1.8%)** |

Overall, the recommended service approach maintains the core elements of the existing system while introducing targeted improvements to better meet community needs. Fixed-route service continues along key corridors and to critical destinations, ensuring stability and continuity for current riders, while ADA accessibility remains a central priority. At the same time, the system is restructured to provide more direct trips, shorter wait times, and expanded service hours. The addition of microtransit provides flexible, citywide coverage that complements fixed-routes and improves overall convenience. New pilot programs, including early morning and evening service and potential regional connections, allow the City to test and refine service enhancements before broader implementation.

These improvements are designed to be achieved within the existing budget by using resources more efficiently and focusing investment where it delivers the greatest benefit. The result is a system that provides more transportation options, faster and more reliable trips, and improved access to jobs, education, healthcare, and essential services, ultimately enhancing equity and accessibility through mobility for Madera residents.

### 6.2.1 Vehicle Miles Traveled (VMT) Reduction and Cost Effectiveness

#### *VMT Reduction Analysis*

The proposed transit improvements are expected to generate measurable reductions in vehicle miles traveled (VMT) by shifting trips from private automobiles to transit services. Based on projected increases in annual ridership (and reflecting a phased approach for deployment), from approximately 300 to 13,300 additional riders annually, VMT reductions were estimated using standard planning assumptions for mode shift and trip length.

Applying a range of reasonable assumptions (50 - 70% auto diversion and 5 - 7 miles per trip), the proposed service plan is estimated to reduce approximately:

<u>750 to 65,000 VMT annually</u>

This range reflects uncertainty in rider behavior and trip characteristics but demonstrates that the proposed improvements, particularly expanded microtransit service (both locally and connectivity to Fresno), have the potential to meaningfully reduce reliance on private vehicles. The majority of VMT reduction is driven by increased ridership associated with the enhanced on-demand microtransit service, which provides greater coverage, flexibility, and accessibility.

It is important to note that these estimates represent gross VMT reduction. A more detailed analysis would account for additional transit vehicle miles associated with expanded service hours and operations to determine net VMT reductions.

#### *Cost Analysis*

The proposed service plan results in a net reduction in total annual operating cost, decreasing from approximately $4.10 million to $4.02 million, representing a savings of approximately $71,928 (1.8%) annually.

This cost reduction is achieved through:

- Consolidation of underperforming fixed-routes
- Reallocation of resources to higher-demand corridors
- Strategic use of microtransit and targeted on-demand services

Despite increased investment in microtransit service, overall system efficiency improves, resulting in lower total cost and reduced cost per trip (from $38 to $33).

#### *Cost Effectiveness (Cost per VMT Reduced)*

Cost effectiveness was evaluated by comparing annual system costs to estimated VMT reductions.

## *Incremental Cost Effectiveness*

Because the proposed scenario reduces total operating cost relative to the baseline, the project achieves VMT reductions at a net cost savings, resulting in:

-$1 to -$100 per VMT reduced

This indicates that the project not only reduces VMT but does so while lowering overall system costs, representing a highly favorable outcome.

## *Total Cost Perspective*

When evaluated using total system cost, the cost per VMT reduced ranges from approximately:

$60 to $5,400 per VMT reduced

This wide range reflects uncertainty in VMT reduction assumptions and highlights the importance of using incremental cost measures for evaluating project efficiency.

## *Key Findings*

- **The proposed service plan achieves both VMT reduction and cost savings, an uncommon and highly favorable outcome.**
- Expanded microtransit service is the primary driver of new ridership and associated VMT reduction.
- System restructuring improves efficiency by reallocating resources from low-performing routes to higher-demand services.
- Cost-effectiveness improves significantly when evaluated on an incremental basis, demonstrating that the proposed plan delivers environmental benefits without increasing operating costs.

## *Conclusion*

The proposed transit improvements represent a cost-effective strategy for reducing VMT and improving system performance. By increasing ridership, enhancing service flexibility, and optimizing resource allocation, the plan reduces dependence on private vehicle travel while simultaneously lowering operating costs. These outcomes support broader goals related to sustainability, equity, and efficient service delivery, and position the Madera project favorably for competitive funding opportunities.

# 7 A Way Forward

This section outlines how the City can start implementing and later evaluating these changes to Madera Metro.

## 7.1 Funding Strategies

The City of Madera is positioned to implement service improvement strategies and expand its public transportation system through a layered funding strategy combining federal, state, regional, and local funding sources. This section provides a primer on funding opportunities for Madera Metro fixed-route transit, DAR, and proposed on-demand microtransit service.

There is no single “microtransit grant.” Instead, successful implementation depends on aligning multiple funding programs with policy priorities such as equity, air quality, safety, and regional connectivity.

Funding for an on-demand microtransit service will require a layered and strategic approach that aligns with how transportation funding is awarded in California and federally. Rather than relying on a single grant, the City should combine multiple funding sources and position microtransit as a solution to broader policy goals. Section 7.2 presents an overview of Funding Programs.

### 7.1.1 Use Existing Transit Funds as the Foundation

Madera already receives funding through programs such as Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Grants and TDA revenues. These sources should serve as the baseline funding for implementing microtransit.

The City can:

- Reallocate resources from underperforming fixed-routes
- Integrate microtransit into existing Dial-A-Ride operations
- Use 5307 funds for eligible operating, planning, and capital costs

This approach allows Madera to launch service without waiting for new grant awards.

### 7.1.2 Leverage Air Quality Funding (High Priority)

Because Madera is located in the San Joaquin Valley air basin, it is eligible for strong air quality funding opportunities. The most important is the Congestion Mitigation and Air Quality Improvement Program (CMAQ), which can fund:

- New transit services (including microtransit)
- Operating costs for the first 2–3 years
- Projects that reduce Vehicle Miles Traveled (VMT) and emissions

Additionally, California's Low Carbon Transit Operations Program (LCTOP) can support:

- On-demand transit service
- Fare subsidies
- Zero-emission vehicle deployment

For Madera, framing microtransit as an emissions-reduction strategy is critical to unlocking these funds.

### 7.1.3 Position Microtransit as an Equity Investment

Many state and federal programs prioritize Disadvantaged Communities (DACs) and mobility equity. Madera can strengthen funding applications by demonstrating that microtransit:

- Serves low-income neighborhoods
- Supports zero-vehicle households
- Improves access to jobs, healthcare, and education
- Enhances mobility for seniors and individuals with disabilities

Equity-focused positioning is especially important for programs like LCTOP and TIRCP.

### 7.1.4 Coordinate with Regional Partners

Funding in California is often controlled or influenced by regional agencies such as the San Joaquin Valley Council of Governments and Fresno Council of Governments (COGs). To maximize funding opportunities, Madera should:

- Align the microtransit project with regional transportation plans
- Coordinate applications and programming with the San Joaquin Valley COG and/or Fresno COG
- Position the service as improving regional connectivity between Madera and Fresno

Regional coordination is essential for accessing programs like CMAQ and Senate Bill 125 (SB 125) transit funding.

### 7.1.5 Start with a Pilot Program

A phased pilot approach is the most realistic path forward.
An eighteen-to-twenty-four-month microtransit pilot allows the City to:

- Use short-term funding sources (CMAQ, LCTOP, grants)
- Test service design and demand
- Collect performance data (ridership, cost per trip, emissions reduction)

Pilot results can then support future funding applications and long-term adoption.

### 7.1.6 Combine Public Funding with Local and Institutional Support

In addition to grants, Madera can strengthen its funding strategy by leveraging local contributions. Potential sources include:

- Local general fund or transportation allocations
- Partnerships with major employers (for workforce access)
- Healthcare providers (for patient transportation)
- Educational institutions (MUSD and/or MCC)

These partnerships can help fund specific service zones or rider groups, reducing the burden on public funding.

### 7.1.7 Align the Project with Specific Use Cases

Microtransit is most competitive for funding when tied to clearly defined goals.

For Madera, the strongest use cases, as reflected in outcomes from the feasibility study, include:

- City-wide microtransit deployment
- Replacing low-ridership fixed-routes
- Improving access to Fresno education and medical centers
- Enhancing Dial-A-Ride efficiency

Clearly defining the purpose of the service makes it easier to match with funding programs.

### 7.1.8 Plan for Long-Term Sustainability

A common challenge is sustaining service after initial funding expires.
To address this, Madera should:

- Identify long-term funding sources early (e.g., 5307, TDA, SB 125)
- Design the pilot with scalability in mind
- Transition from grant-funded operations to stable funding streams

Building a long-term funding plan from the outset ensures that successful pilot programs can continue beyond initial grant cycles.

### 7.1.9 Key Takeaways

The most effective funding strategy for microtransit in Madera is to:

- Start with existing funding (5307, TDA)
- Launch using CMAQ and LCTOP
- Coordinate regionally (Fresno COG, SB 125)
- Scale with TIRCP and federal fleet programs

Success will depend less on finding new funding sources and more on strategically aligning microtransit with air quality, equity, and regional mobility goals.

## 7.2 Overview of Funding Programs

### 7.2.1 Federal Programs

- FTA Section 5307 Urbanized Area Formula Grants – core funding for operations, planning, and capital
- FTA Section 5339 Bus and Bus Facilities Program – funding for vehicles and facilities
- CMAQ – supports projects that reduce emissions and traffic congestion
- Safe Streets and Roads for All (SS4A) – safety-focused planning and implementation funding
- Accelerating Innovative Mobility (AIM) – supports innovative transit pilots
- Buses and Bus Facilities / Low or No Emission Vehicle Program (Bus/Low-No) – supports fleet electrification

### 7.2.2 State Programs

- LCTOP – funds low-emission transit operations
- Transit and Intercity Rail Capital Program (TIRCP) – large-scale capital investments
- Senate Bill 125 Transit Funding (SB 125) – flexible regional transit support
- Senate Bill 1 State of Good Repair Program (SB1 SGR) – maintenance and rehabilitation funding

### 7.2.3 Regional/Local

- TDA - primary local transit funding
- State Transit Assistance (STA) – formula-based state support
- San Joaquin Valley Council of Governments (COG) – regional agency allocating funding

## 7.3 Phased Implementation

Implementation of the recommended service concept should follow a phased approach that allows the City to manage risk, maintain service continuity, and refine key operational details prior to full system transition. Figure 7-1 provides a visual summary of the phased implementation approach.

### 7.3.1 Phase 1: Transition to On-Demand Microtransit

The first phase focuses on transitioning the existing Dial-A-Ride service to a modernized on-demand microtransit model. This component can be implemented relatively quickly and provides immediate benefits in terms of customer experience, flexibility, and expanded service availability.

Initial steps include:

- Development of a Request for Proposals (RFP) for microtransit service delivery and technology
- Procurement and vendor selection
- Service planning and configuration, including service zones, hours, and policies
- Implementation of the new microtransit service

A competitive RFP process for on-demand microtransit service could take 3-6 months from notice to proceed to having the vendor onboard, depending on requirements. Implementation is expected to take approximately 12 weeks following contract award.

Launching microtransit first allows the City to expand flexible service capacity early, which will be important for supporting later system changes.

### 7.3.2 Phase 2: Fixed-Route Refinement and Public Communication

While the microtransit procurement and implementation are underway, the City can advance detailed refinement of fixed-route elements alongside a coordinated public communication effort.

This phase includes:

- Stop spacing analysis
- Evaluation of stop infrastructure needs (including shelters, signage, amenities), as well as identification of stops to be relocated or eliminated, which may require infrastructure changes
- Development of updated schedules and timetables
- Fare policy analysis
- Preparation and rollout of clear communication materials explaining upcoming service changes
- Outreach through community channels, including schools, employers, and local organizations
- Rider education on how to use updated services and new tools

Conducting refinement and communication concurrently ensures that service details are well-defined and that the public is informed well in advance of implementation. Overall this phase would be expected to take about 6 months.

### 7.3.3 Phase 3: Fixed-Route Service Implementation

The final phase involves implementation of the revised fixed-route network.

This includes:

- Launch of streamlined fixed-route services focused on core corridors
- Transition from existing routes to the updated network
- Initial monitoring of system performance using established KPIs and adjustments as needed

Targeting to have this implementation ready prior to the next operator contract allows sufficient time for planning, outreach, and coordination, while ensuring that the microtransit system is fully operational prior to fixed-route changes. This phase would not take long to put into effect after the conclusion of phase 2, but staff should allocate time over the first month of the implementation to conduct ongoing outreach, troubleshooting, and budget reviews.

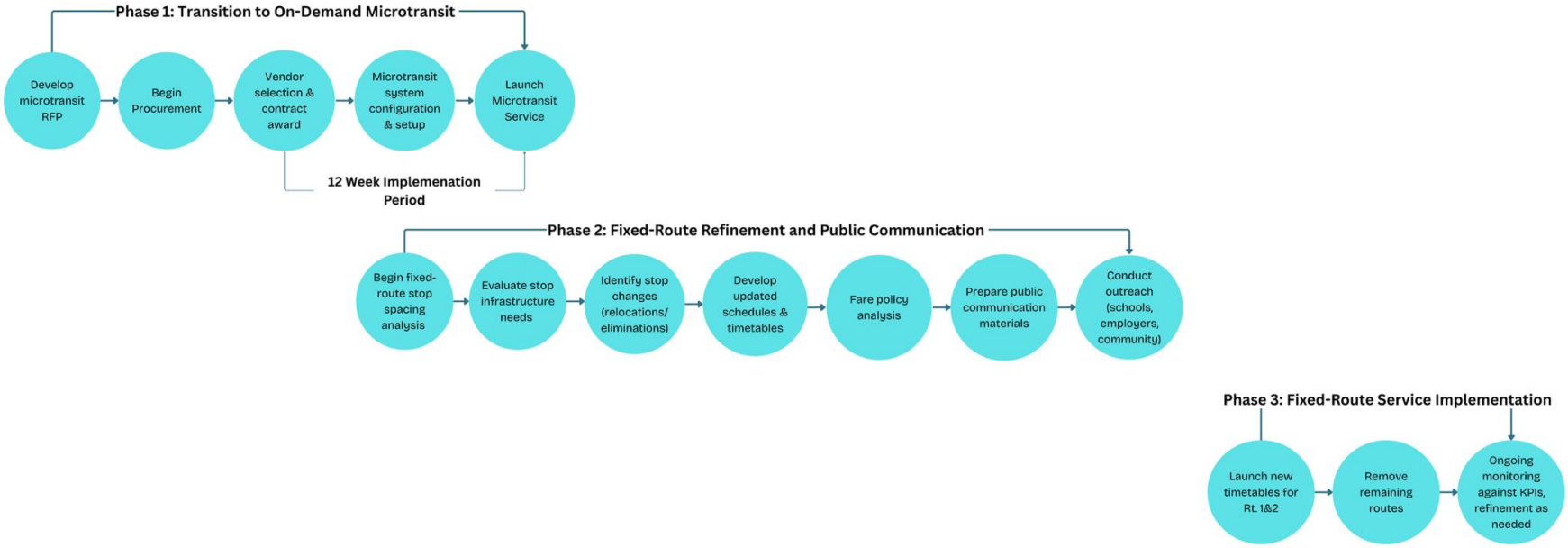



*Figure 7-1. Phased Implementation Approach*

### 7.3.4 Ongoing Monitoring and Adjustment

Following implementation, the City should continue to monitor performance across services. Key metrics such as ridership, cost per trip, wait times, and customer experience should be tracked to inform ongoing refinements.

This phased approach allows the City to introduce improvements in a controlled and strategic manner, reducing implementation risk while delivering early benefits to residents.

## 7.4 KPI Framework

Several Key Performance Indicators (KPIs) will be helpful as the City continually evaluates the success of the on-demand microtransit services. Many of these are familiar measurements when compared to fixed-route KPIs, but targets may differ.

It is important to note that the first several months of a microtransit program are focused on marketing and increasing adoption. It is not advised to evaluate the service against the metrics in this document until the year 1 mark. After 6 months, the City may consider using 80% of the target values listed as a quick check to see if things are on the right track. Continuous refinement with any microtransit vendor is advised in order to achieve best results. **Table 7-1** provides the KPIs for on-demand microtransit service.

*Table 7-1. On-Demand Microtransit Service KPIs*

| Business Function | KPI | Target |
|---|---|---|
| **Mobility / Service O&M** | Agency-operated microtransit productivity | **2.5-4.0** completed passenger trips per revenue vehicle hour |
| | Demand fulfillment rate | **>=90%** for agency-operated microtransit trips; **>=95%** for brokered TNC trips |
| | Average passenger wait time | **<=15 minutes average** for trips within Madera; **90th percentile <=25 minutes** |
| | On-time pickup performance | **>=90%** of trips picked up within the promised pickup window |
| | Overall trip time objective | **Average completed local trip time (pickup to drop-off) <=30 minutes** within Madera; **>=90%** of Fresno connector trips arrive within **15 minutes** of the requested arrival window |
| | SaaS platform availability | **>=99.9% monthly uptime** for the on-demand booking and dispatch platform |
| | Shared-ride rate | **>=25%** of completed agency-operated trips shared with another passenger |
| **Equity** | Equivalent service quality by district | Average wait time in each council district should be **no worse than 10% above** the systemwide average |
| | Non-digital booking parity | **100%** of pilot trips bookable by phone; phone-booked trip fulfillment rate **>=90% and average call wait times <5 minutes** |
| | Language access coverage | **100%** of rider-facing materials, booking channels, and customer support available in **English and Spanish** |
| | Accessible trip availability | **100%** of eligible WAV and ADA-compliant requests accommodated on service days |
| | Payment inclusion | **No surcharge** for phone booking or cash-equivalent payment options; riders must be able to access service **without requiring a smartphone or bank card** |

| Business Function | KPI | Target |
|---|---|---|
| **Customer Satisfaction** | Overall rider satisfaction | **>=4.5 out of 5** average across all trips |
| | Satisfied / very satisfied after one year | **>=85%** of surveyed riders report being satisfied or very satisfied after one year of service |
| | Complaint rate | **<=5 complaints per 1,000 trips**; safety and security complaints **<=1 per 1,000 trips** |
| | Repeat-use rate | By month 12, **>=50%** of monthly riders take **2 or more trips per month** |
| **Finance** | Net cost per completed microtransit trip | **<=$50 average** |
| | Average subsidy per brokered trip | **Within Madera: <=$15 per trip**; **Fresno connector service: <=$30 per trip** |
| | Budget adherence | Monthly pilot operating spend remains within **+/-10%** of the adopted budget unless an approved service change is made |
| | Brokerage utilization cap | Brokered trips should remain **<=10%** of standard microtransit trips |
| **Environmental** | Net VMT reduction | Pilot should achieve **>=10% lower net passenger VMT per completed trip** than the baseline solo-auto or solo-TNC alternative |
| | Deadhead share | **<=35%** of total vehicle miles |

# 8 Marketing, Branding, and Communications Strategy

The transition to a modernized transit system in Madera, including the introduction of microtransit, expansion of on-demand mobility, and modifications to the fixed-route network, represents a significant change in how residents will access and understand local transportation. This shift requires a coordinated marketing, branding, and communications effort to ensure that new services are clearly understood, widely adopted, and trusted by the community.

Community engagement conducted as part of this study indicates that riders are seeking clearer information, improved ease of use, and better awareness of available services. Feedback also suggests that many residents rely on personal networks, social media, and community-based institutions as their primary sources of information. In addition, prior outreach efforts have emphasized the need for multilingual materials and engagement strategies that reach both riders and non-riders across the city.

Given these findings, the following strategy focuses on positioning the new system as easy to use, visible within the community, and aligned with how residents already access information.

## 8.1 Guiding Principles

The recommended approach is based on six key principles that should guide all marketing, branding, and outreach activities.

- Transit should be presented as modern and relevant. On-demand microtransit should be positioned as convenient, technology-enabled mobility option that provide a viable alternative to driving.
- Outreach should occur where people already are. This includes both physical locations such as retail centers and community spaces, as well as digital platforms that residents use regularly.
- The strategy should leverage word-of-mouth communication. Information shared through trusted personal networks is often more influential than formal messaging, and outreach efforts should be designed to support and amplify this dynamic.
- Messaging should be simple and focused. Communications should clearly explain what the service is, how to use it, and why it benefits the user.
- All materials and engagement should be accessible and culturally responsive. Bilingual materials and outreach through trusted community channels are essential given Madera's demographics.
- The system should be presented as a single, coordinated network. Messaging should clearly explain how fixed-route, on-demand, and regional connection services work together, rather than treating them as separate services.

## 8.2 Branding Strategy

### 8.2.1 Microtransit Service Identity

A distinct identity should be developed for microtransit services to differentiate them from traditional fixed-route transit and to emphasize flexibility and ease of use.

Effective naming conventions observed in peer systems are short, intuitive, and easy to remember. Potential examples include Madera Go, Vamos, or Ride Madera. These types of names communicate movement and accessibility without requiring explanation.

The service should be positioned in simple terms as a flexible ride option that can be requested when needed, rather than as a traditional transit service with fixed schedules. While microtransit should have a distinct identity, it should be framed as one component of a broader system that includes fixed-route service and regional connections.

### 8.2.2 Vehicle Design and Visual Identity

Vehicle design plays an important role in communicating the new service. Microtransit vehicles should have a distinct visual identity that sets them apart from fixed-route buses. This can be achieved through the use of modern wraps, simplified graphics, and clear messaging about how the service works.

Smaller vehicles should be used where feasible, as they reinforce the perception of flexibility and responsiveness. Exterior messaging should include concise instructions and visual cues, such as references to app-based booking and QR codes that link directly to service information.

Vehicles will serve as highly visible, mobile marketing tools throughout the community.

### 8.2.3 System Branding Integration

While microtransit should have its own identity, it should remain clearly connected to Madera Metro services. This can be achieved through a unified logo system, consistent color hierarchies, and a simple system map that illustrates how fixed-route and on-demand microtransit work together.

# 8.3 Marketing Strategy

## 8.3.1 Traditional Media

Consider paid coverage on Spanish-language radio and TV serving the Fresno–Madera market (e.g. Radio Bilingüe, Radio Campesina, Univision/Telemundo affiliates). For English market, the Madera Tribune and ABC-30 midday local shows would be appropriate channels.

## 8.3.2 Social Media

A strong social media presence should be central to the marketing effort. Platforms such as Facebook and Instagram are particularly important for reaching a broad cross-section of Madera residents.

Content should focus on practical, easy-to-understand information. This includes short videos demonstrating how to book a ride, explanations of when to use different services, and testimonials from local riders. Visual and video-based content will be more effective than text-heavy materials.

The goal is to create content that residents are willing to share within their own networks, extending the reach of the campaign organically.

Consider running paid seasonal social media campaigns for times of specific need (1 week at a time oriented around projected heat warnings, high smoke days, holiday shopping periods, etc.), positioning on-demand microtransit as a comfortable, convenient alternative.

## 8.3.3 Word-of-Mouth and Ambassador Programs

To support informal information sharing, the City should consider establishing a transit ambassador program. This program can include students, community leaders, community-based organizations, healthcare workers, and frequent riders who are trained to explain how the service works and encourage others to try it.

Ambassadors can play a role in both in-person outreach and online engagement. Providing small incentives or recognition can help sustain participation over time. Ambassadors should be trained to deliver lessons/information about the service, direct potential riders to information, and get them ready to ride. This type of federalized travel training model will be critical in making people aware of the transit options.

### 8.3.4 Incentive-Based Adoption

An initial free ride period of approximately 60-180 days is recommended to reduce barriers to trying the new on-demand microtransit service.

Following this period, referral programs should be introduced and maintained on an ongoing basis. These programs can provide incentives for existing users to invite others to try the service, helping to sustain growth beyond the initial launch. In addition, ongoing incentive programs can be explored as one-off exercises to continue inducing demand – for example, “Families Ride Free this Saturday”, “3-rides free if you register by XXX date”.

Partnerships with local businesses should also be explored as a longer-term strategy. For example, riders could receive discounts or promotions at participating businesses, reinforcing the connection between transit use and local economic activity.

Consider a “rider of the month” campaign with and provide ride credits to “winners” that allow the City to profile them and do a human-interest story online/social media explaining what the service means to them. The goal is to humanize the service and let people know how valuable transit services can be.

### 8.3.5 Targeted Outreach and Community Partnerships

Outreach efforts should be tailored to specific groups and locations within Madera, using the stakeholder database developed as part of this project as a starting point. Outreach efforts should not only introduce new services but also explain how existing services are changing. Many riders will be most affected by adjustments to fixed-route service, including route consolidation and changes in frequency. Clear, location-specific communication will be critical to ensure that existing riders understand how their trips may change and what alternatives are available.

Key audiences and outreach approaches include:

#### *Students*

- Continue coordination with Madera Unified School District and Madera Community College.
    - Integrate how-to-ride materials into school registration days and campus orientations
    - Coordinate with school administrators and school district officials to ensure information is posted in newsletters, hallways, and any other applicable school channels like Parent Square.
    - Offer hands-on tutorials at schools as needed to ensure students know how to use the services available to them.

- Consider offering student ambassador challenges with rewards for sign-ups

### *Seniors*

- Focus on senior centers and programs serving older adults. Messaging should emphasize ease of use, safety, and the availability of phone-based booking. Coordination with staff at these facilities will be important for building trust and awareness.
- Have drop-in sessions to promote the service and have tablets on hand so people can register and practice booking a trip

### *Community locations and high-activity destinations*

- Conduct outreach at locations where residents already gather, including:
  - Madera Flea Market
  - Walgreens
  - Grocery stores such as El Toro and other neighborhood markets
  - Community events like Madera Fair and Pomegranate Festival

### *Faith-based organizations and non-profits*

- Provide bulletin inserts and after-service demos at churches (including Spanish-language) and other faith centers

## 8.4 Communication Materials

Communications should focus heavily on explaining how to use the system. A dedicated effort should be made to provide clear, step-by-step guidance on booking trips, understanding service options, and navigating the system.

Materials should be available in multiple formats, including:

- Flyers/Posters
  - Consider having flyers on vehicles, at community events, and also around town at major destinations (laundromats, grocery stores, pharmacies, panaderias, libraries, senior centers, healthcare centers, etc.). Flyers at key destinations might say “How to get here with Madera Metro” with a QR code to the website that explains services
- Printed handouts/mailouts
  - Consider door hangers/postcards mailed directly to residents, particularly neighborhoods where fixed-route service is being removed to ensure they are aware of the on-demand service.

- Traditional media advertisements
- Short videos and social media content
- Mobile-friendly digital materials (for pushing emails to on-demand users and stakeholder groups)
    - These digital materials, including route maps, should be posted in accessible formats in multiple languages, and made available to the City in editable formats so that future changes can be made easily.
- Updated webpages
    - Important note: both City and County webpages should be accurate and consistent. Current search results prioritize the County webpage over the City's in several common queries.

Visual elements such as icons and diagrams should be used to reduce reliance on text and improve clarity. Pictograms for low-literacy users, ensuring large print and high contrast, will be most useful.

All materials should be provided in both English and Spanish, and messaging should be tested to ensure clarity across different user groups.

In addition to promoting new services, communication materials must clearly explain the changes to the existing system. This includes:

- The transition from four fixed-routes to a smaller number of more frequent routes
- The role of on-demand service in providing coverage and extending service hours
- The availability of new or expanded connections, including potential service to Fresno

Messaging should emphasize the benefits of these changes, including improved frequency on core corridors, more flexible service options, and expanded access to key destinations.

# Appendix A. Existing Conditions

# Existing Conditions Report

## City of Madera

### Project: Microtransit Feasibility Study

April 29, 2026

flexlynqs

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# 1 Introduction

The City of Madera has embarked on a Microtransit Feasibility Study to evaluate how its transit system can evolve to better serve the community's mobility needs. While Madera Metro provides a combination of fixed route, Dial-a-Ride, and ADA paratransit services, the city recognizes that many residents still face barriers in accessing reliable, convenient, and equitable transportation. As the population grows and travel patterns shift, the need to evaluate more modern, flexible, technology-enabled options such as microtransit has become paramount.

This effort builds on the findings of the City's previous Madera Transit Plan, which identified persistent challenges in network connectivity and service gaps for seniors, students, and low-income households. That earlier process ultimately led to a system redesign of fixed-route service, strengthening the core network. However, it did not evaluate Dial-a-Ride operations or consider flexible, on-demand services as part of the solution. As a result, opportunities remain to evaluate different service types and create conceptual alternatives that address both coverage and equity concerns. The current study aims to address those gaps by examining fixed-route and on-demand services in tandem. By explicitly connecting these service types, the city can better understand how they complement one another, where they overlap, and if (and where) new models may be most effective.

This **Existing Conditions Analysis** is the critical first step in this process. Before new options can be considered, it is essential to develop a clear picture of how the system functions today: where it performs well, where it struggles, and how different people experience it. This task combines a review of policies and operations, a detailed assessment of fixed-route, demand-response, and ADA paratransit service data, a thorough demographic analysis, and initial feedback from the community and key stakeholders.

Together, these components establish the baseline conditions against which future alternatives will be informed and evaluated against. The takeaways from this memo should help frame the opportunities and challenges facing Madera Metro today, highlight areas where unmet needs are most pressing, and set the stage for developing targeted, data-driven scenarios in subsequent phases of the study.

# 2 Data Sources Used for this Review

To complete a comprehensive review and assessment of existing conditions in Madera, several sources of data were utilized. This included:

- Fixed-route ridership by route and year
- Fixed-route ridership by stop for select days in September
- Dial-a-Ride and ADA paratransit ridership by hour
- Service policies, governance, and fare structures
- Fleet inventory and capital asset records
- 2010, 2020 and 5-year ACS Census data for population density, ethnicity, income, and vehicle ownership
- Longitudinal Employer-Household Dynamics (LEHD) employment origin-destination data
- Land-use data (schools, healthcare facilities, retail, employment hubs)
- Previous Madera Transit Plan (MTP) and unmet needs analysis
- National Transit Database reports (2020-2024)

# 3 Demographic and Travel Market Analysis

To make informed recommendations about service changes, it is critical to document and interpret key demographics in Madera's service area. The majority of data presented in this section is drawn from the 2020 Census or the most recent American Community Survey (ACS) 2024 estimates, where available. For trendline analysis, 2019–2023 ACS 5-year aggregated estimates are used (2024 ACS is not incorporated into 5-year estimate tables at the time of this writing), and in some cases 2010 data is presented to illustrate longer-term shifts. Commuting and employment patterns are further informed by the Census OnTheMap tool, which utilizes 2022 LEHD data. Together, these sources provide both a snapshot and a trajectory of how the city is changing. Where possible, this data is corroborated and expanded upon through conversations with City staff and elected officials that took place in September 2025.

Population and density figures establish the baseline conditions that shape transit viability; Madera's moderate density supports a possibility for fixed-route services but also highlights opportunities for more flexible coverage, particularly in lower-density neighborhoods and to schools. Income, poverty, and vehicle ownership data reveal the extent of transit dependency and affordability considerations that will impact service decisions such as fares, as well as highlight the presence of a captive market (riders who do not have alternatives to transit). At the same time, age distribution analysis underscores the need for a dual-access approach that serves both digitally connected youth and seniors who rely on more traditional booking mechanisms.

Race and ethnicity data underscore the need for bilingual access, materials, and community-embedded outreach. Meanwhile, travel patterns reveal the limitations of local transit for accessing regional or agricultural jobs and underscore the need to evaluate service in the context of major trip generators. Collectively, these demographic insights not only describe who lives and works in Madera but also frame the strategic implications for how fixed-route, paratransit, and potential microtransit services can best be integrated to meet community needs.

## 3.1 Population

Madera is one of only two incorporated cities in Madera County, positioned in the county's southwestern area and bordered primarily by unincorporated land. According to the 2024 ACS, the city's population is estimated at 69,097.[1]

Between 2010 and 2024, Madera County overall grew by 9.7% percent, while the City of Madera grew at a notably faster pace of 17.1% percent, adding roughly 10,000 residents. This growth rate is nearly double that of the county as a whole.[2]

[1] 2024 ACS
[2] 2010 Decennial Census and 2024 ACS

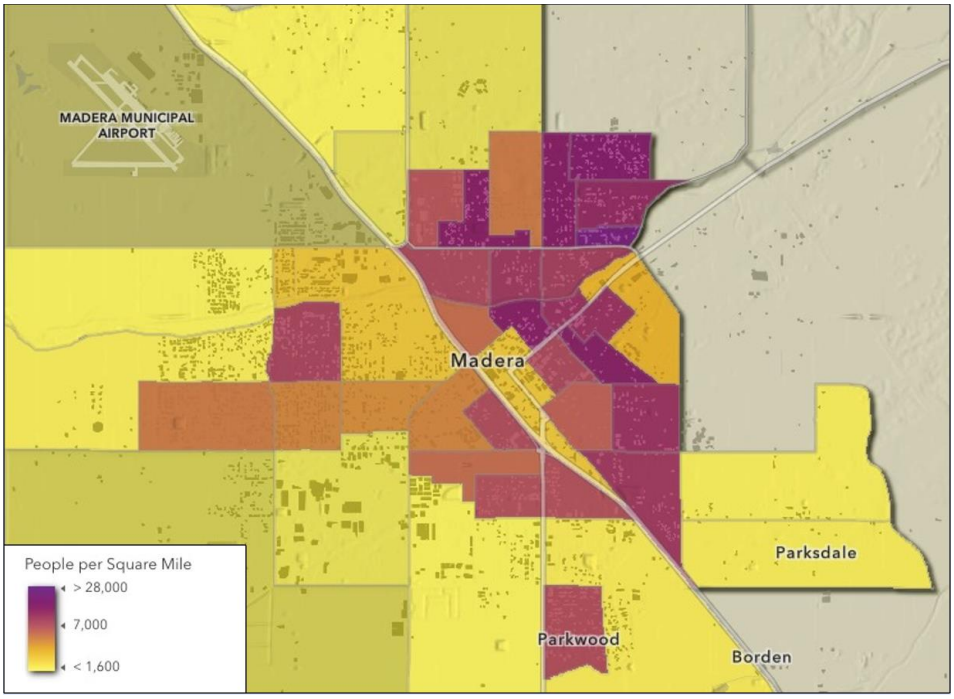



*Figure 3-1. Madera Population Density*

As Figure 1 shows, the population of Madera is densest in the north and northeast parts of the city. In particular, many residences are located in neighborhoods near E. Yosemite Ave. and E. Cleveland Ave. This trend is not uniform, however. Several dense blocks exist in the south end of the City in Parkwood, as well as neighborhoods in the west, such as those along Driftwood Dr.

***Why it Matters***

Population size and density have direct implications for transit viability. Research consistently shows that higher-density environments support stronger fixed-route performance, as routes are more likely to capture walk-up riders and serve multiple trip purposes along a corridor. In Madera, density levels are moderate: the city is compact enough that fixed routes can provide reasonable coverage if routes are designed efficiently, but not so dense that traditional fixed-route services will naturally attract large ridership volumes. Fixed routes may continue to have a role along the densest corridors where multiple trip generators (such as retail or employment centers) align, while on-demand services may be better suited to extend coverage into lower-density neighborhoods where fixed routes are less efficient, or during certain hours to help serve additional populations like high school and community college students. Population growth also matters: with steady increases in residents, demand for mobility options is likely to continue rising, and services designed today should anticipate additional capacity needs over the next decade.

## 3.2 Age Distribution

Madera's population skews younger, with just over 1/3 of the population below the age of 19. However, the 20-44, 45-64 and 65+ age groups are growing at a much faster rate. Between 2010 and 2024, these groups grew 22%, 24.5%, and 21.5% respectively. Meanwhile, the population of residents under 19 rose by just 1,656 persons, or 7.2%. This suggests that while the youth population is high in Madera, there is a more rapidly growing middle age and older adult population, mirroring trends that are common across much of the United States.

*Table 3-1. Population Trends by Age Group: Absolute and Percentage Change (The City of Madera)*

| Age Group | 2010 | 2024 | Absolute Change | % Change |
|---|---|---|---|---|
| Under 19 | 22,926 | 24,582 | 1,656 | 7.2% |
| 20 – 44 | 21,018 | 25,648 | 4,630 | 22% |
| 45 – 64 | 13,453 | 17,805 | 4,352 | 24.5% |
| 65+ | 5,118 | 6,220 | 1,102 | 21.5% |

***Why it Matters***

A youthful population increases demand for school and education-related trips, while also indicating a customer base that is relatively comfortable with app-based booking for on-demand trips. At the same time, the growing senior population conveys the importance of robust ADA paratransit services and non-app based offerings for transit as well. Senior riders often require accessible vehicles, phone-based booking, and greater assistance from drivers. Together, this suggests the need for a dual-access system: smartphone booking and technology-driven improvements for younger riders, and accessible and supportive services for seniors and those less comfortable with technology.

## 3.3 Race and Ethnicity

The City of Madera is characterized by a predominantly Hispanic or Latino population, with more than 53,000 residents identifying in this group. This represents over 80% of the City's population. While other groups are much smaller in size, Madera does contain a diverse population inclusive of many different races and ethnicities, including American Indian and Alaska Native residents, Asian residents, Black or African American residents, and Native Hawaiian and Pacific Islander residents.

*Table 3-2. Race & Ethnicity Breakdown Non-Hispanic or Latino (The City of Madera)*

| Category | Total | Percent |
|---|---|---|
| White alone | 8,523 | 12.7% |
| Black or African American alone | 2,000 | 3% |
| American Indian & Alaska Native alone | 107 | 0.2% |
| Asian alone | 1,285 | 1.9% |
| Native Hawaiian & Pacific Islander alone | 98 | 0.1% |
| Some other race alone | 39 | 0.1% |
| Two or more races | 1,235 | 1.8% |
| **Subtotal (Not Hispanic or Latino)** | **13,287** | **19.8%** |

*Table 3-3. Race & Ethnicity Breakdown Hispanic or Latino (The City of Madera)*

| Category | Total | Percent |
|---|---|---|
| White alone | 12,420 | 18.5% |
| Black or African American alone | 86 | 0.1% |
| American Indian & Alaska Native alone | 1,212 | 1.8% |
| Asian alone | 42 | 0.1% |
| Native Hawaiian & Pacific Islander alone | 40 | 0.1% |
| Some other race alone | 28,210 | 42% |
| Two or more races | 11,836 | 17.6% |
| **Subtotal (Hispanic or Latino)** | **53,846** | **80.2%** |

***Why it Matters***

Language accessibility is fundamental to service design in Madera. Bilingual apps, printed schedules, and call center support are not optional features but essential for ensuring equitable access. Marketing and outreach must also take place through trusted community channels such as churches, schools, and Spanish-language media. Without these measures, the uptake of any new transit service offerings or service designs—especially technology-driven ones—would risk being limited to a narrow segment of the population.

Operations also need to be cognizant of cultural diversity. Services should accommodate special events, employment centers, schools, and other destinations frequented by such a diverse community.

## 3.4 Income

With a median household income of $63,619[3], household incomes in Madera are relatively lower compared to regional, statewide, and national averages. Incomes skew slightly towards lower brackets but are overall distributed relatively evenly (see Figure 3-3).




*Figure 3-2. Household Income Distribution – Regional Comparison*

[3] 2023 ACS

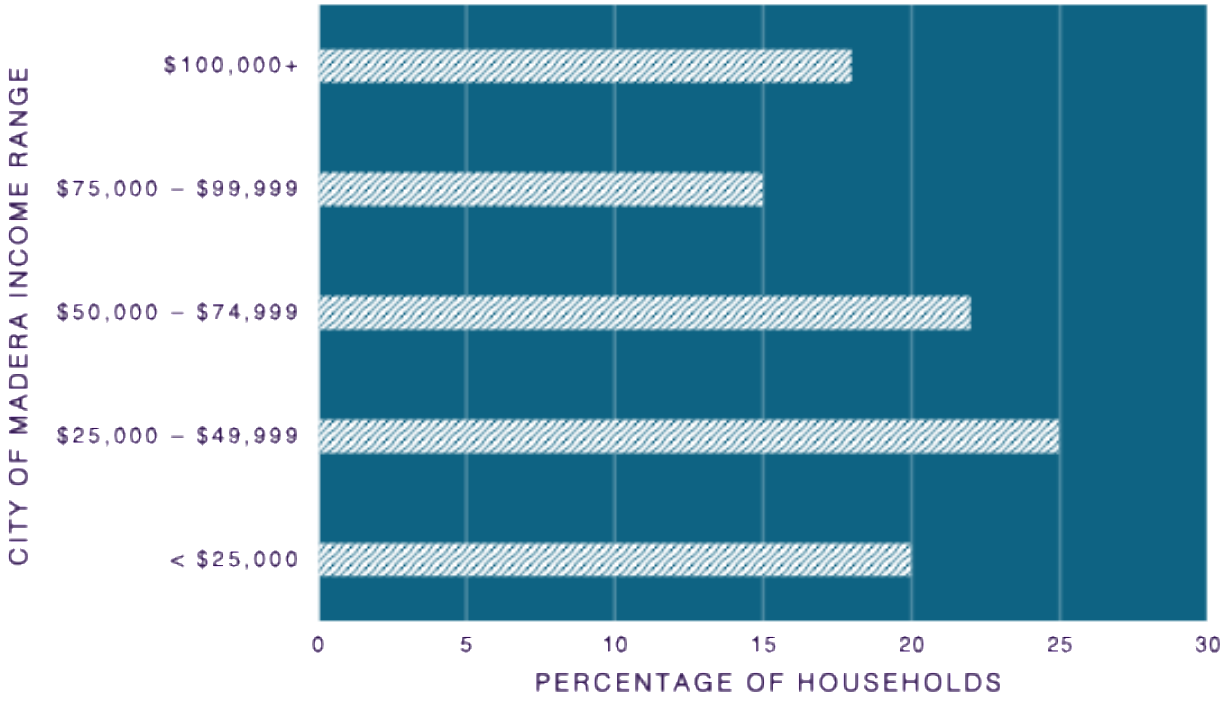



*Figure 3-3. Household Income Distribution (The City of Madera)*

Poverty rates are also reported via the ACS. The definition of poverty rate is the percentage of people whose income in the past 12 months is below the federal poverty threshold, which is set each year by the Census Bureau using official poverty thresholds based on family size and composition. For example, in 2023 the poverty threshold for a family of four was $29,960.

Over the last five years, between one-fifth and one-quarter of households in Madera have been considered below the poverty line. These estimates are relatively stable but have declined slightly over the last five years.

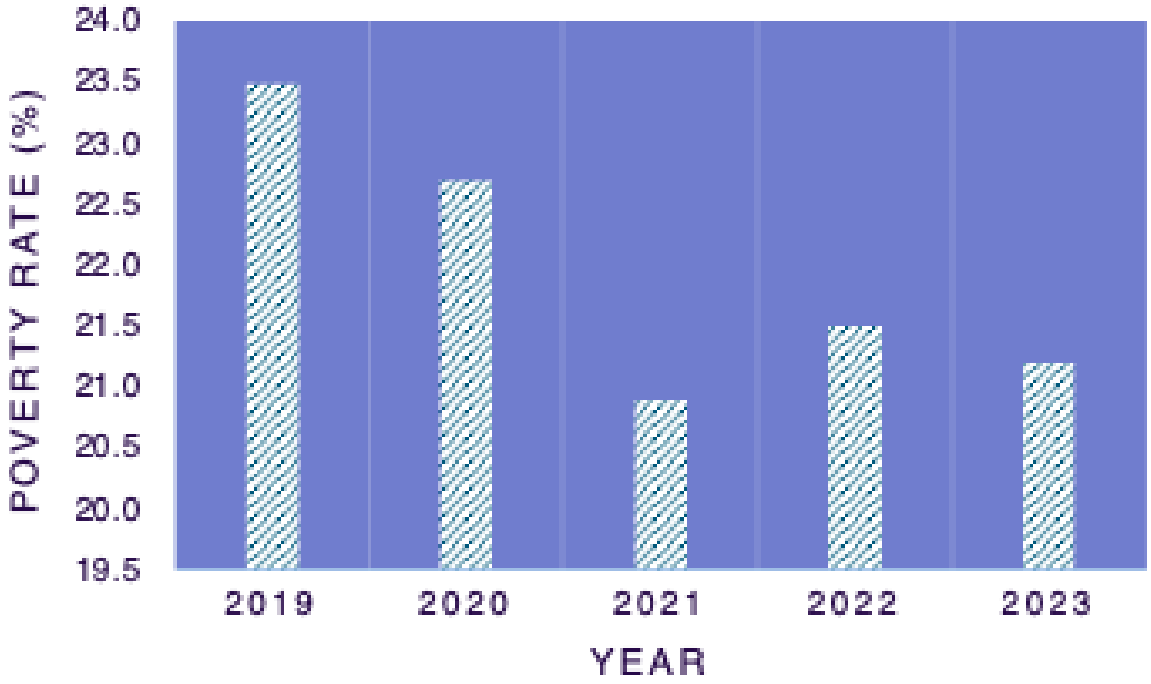



*Figure 3-4. Poverty Rate by Year (The City of Madera)*

***Why it Matters***

Lower household incomes and higher poverty rates are closely associated with higher transit dependency, as fewer households can afford multiple vehicles or the costs of fuel, insurance, and maintenance.[4] For Madera, this means a significant share of riders are likely "captive riders"—residents who depend on transit because they lack other options. This increases the importance of keeping fares affordable (or free) and predictable. For microtransit, in particular, it raises a caution: if pricing drifts toward ride hailing models (i.e., Uber/Lyft), it risks excluding the very populations most likely to rely on the service.

## 3.5 Vehicle Ownership

Vehicle ownership and travel patterns help inform areas of critical service for transit agencies and help identify target areas or populations. The latest available mode splits detailing travel patterns in Madera County indicate that the vast majority of travel is conducted via private automobile. An estimated 91% of county residents have at least one vehicle.[5] Still, for the remaining population and in many cases for vehicle owners, transit still plays a crucial role in the mobility ecosystem.

[4] Taylor, B.D. & Morris, E.A. (2015). "Public transportation objectives and rider demographics." *Transportation Research.*
[5] ACS 2023

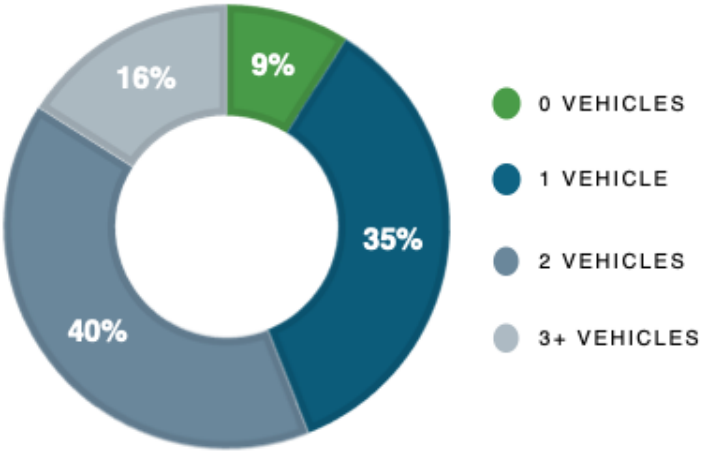



*Figure 3-5. Vehicle Ownership by Household (The City of Madera)*

While commutes in the United States do not account for all travel, they do represent one of the largest trip generators. Commute times in Madera average 26 minutes, with many residents working in Fresno or other surrounding areas. Jobs in Madera are most concentrated in the City core and near Golden State Highway, specifically around Howard and Pine[6].

***Why it Matters***

Beyond zero-car households, high shares of one-vehicle households mean that many families may have a vehicle but that it's not available to some people within the house during some hours. This is particularly common for students, seniors, and part-time workers who may be left without access when the household's single vehicle is being used for commuting. Transit thus becomes essential not just for those without any car, but also for those with limited access to one. For Madera, this implies steady demand for local mobility options during school, mid-day, and evening periods—times when fixed routes are operating with reduced service. Microtransit could play a strong role in filling these gaps.

[6] US Census On The Map Tool

# 3.6 Travel Patterns

## 3.6.1 Employment-Generated Trips

In 2022, the Madera County Transportation Commission (Madera CTC) released a Short-Range Transition Plan covering FY 2022/23 to 2026/27. This plan highlighted major employers within Madera County. Table 4 summarizes the information shared in the plan by focusing on the major employers located in the City of Madera specifically.

*Table 3-4. Major Employers in the City of Madera*[7]

| Employer | Number of Employees |
|---|---|
| Madera Unified School District | 3,500 |
| Madera Community Hospital | 936 |
| City of Madera | 400 |
| Ardagh Group | 350 |
| Constellation Brands | 350 |
| Walmart | 350 |
| U.S. Government | 300 |
| Cherokee Freight Lines | 250-499 |
| Baltimore Aircoil Co. | 242 |
| Community Action Partnership of Madera County | 235 |
| JBT Food Tech | 165 |
| EVAPCO, Inc. | 140 |
| Georgia-Pacific Corp-Madera | 125 |
| Home Depot | 100-249 |
| Lowe's Home Improvement | 100-249 |
| Span Construction, Inc. | 100-249 |
| Madera Rehab Center | 100-249 |
| Azteca Milling | 100 |
| Oldcastle Enclosure Solutions | 100 |

Figure 3-6 offers a visual representation of the density of employment within the City of Madera, measured as the number of jobs per square mile. The graphic shows that east and west of Highway 99 in Central Madera serve as major employment centers, with several areas reaching a maximum density of about 10,500 jobs per square mile. It's critical to note however, that nearly 24% of jobs for Madera residents are agricultural and most of those jobs are outside of the City.[8]

[7] Madera County Transportation Commission. (2022). *Short Range Transition Plan FY 2022/23 to 2026/27.* Madera County Transportation Commission.
[8] 2023 ACS

In addition, more people are leaving the City of Madera to go to work than are living and working in Madera or living outside of Madera and coming there to work.

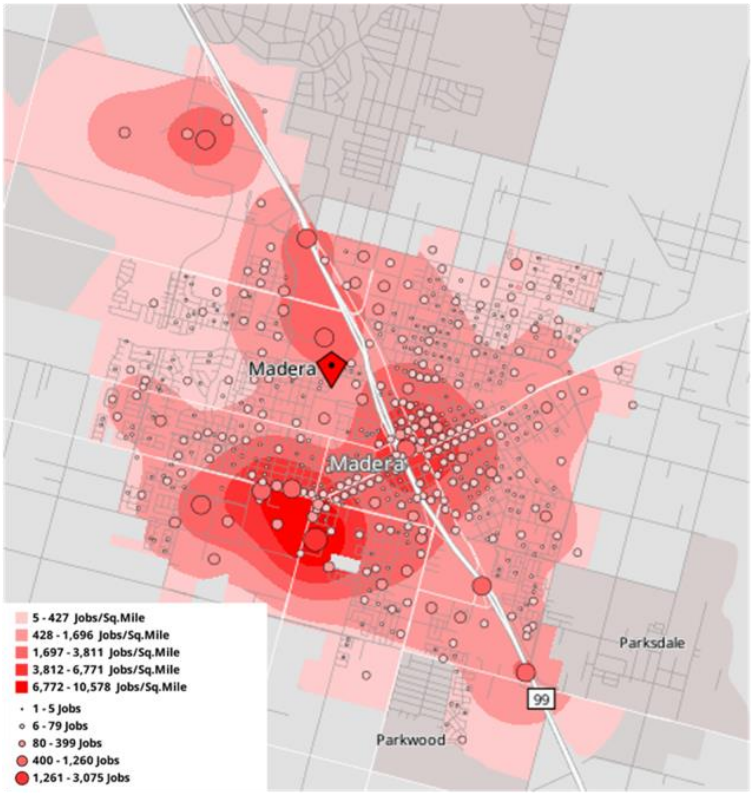



*Figure 3-6. Jobs Per Square Mile (The City of Madera)*

#### 3.6.1.1 Emerging Major Employers

### The North Fork Mono Casino

The North Fork Mono Casino is expected to open in Summer 2026, located near Highway 99 between Avenue 17 and Avenue 18 ½ exits. It will create over 1,000 jobs and include two full-service restaurants. The casino plans to be open 24/7. Although a few job listings are currently available, most positions are expected to be posted in early 2026.

***Why it Matters***

Employment-generated trips are critical to evaluate for any transit service planning exercise, and there certainly are areas within Madera where many jobs are relatively dense. For employees working in Madera, it will be important to design transit services that accommodate all kinds of work schedules, including shift rotations with off-peak hours. This can be accomplished either by adjusting route schedules or by integrating more flexible services to support employees with flexible transit solutions such as microtransit that can be utilized during off-peak times.

Still, many jobs Madera residents have are outside of the City. Microtransit or any modification to fixed-route service within the city limits is unlikely to substitute for long regional commutes. Instead, its greatest value may be in supporting first/last-mile connections to other regional services. In other words, modifications to service should be seen as a tool to improve local circulation and system connectivity while complementing regional services, not as a replacement for all commuter traffic.

Lastly, it is imperative to consider and strategically plan for significant emerging employment-driven trip generators, such as the North Fork Mono Casino. Given that the casino is projected to employ more than 1,000 individuals, this presents a substantial opportunity for Madera to support its community by providing dependable and efficient transportation to this new workforce. Appropriately addressing the needs of this community could benefit transit-dependent residents and potentially encourage privately-vehicle owners to utilize public transit, thereby alleviating congestion during peak periods and reducing overall emissions.

## 3.6.2 Non-Employment Generated Trips

Non-employment trip generators include travel to schools, retail, commercial, health and entertainment destinations. Many of the major trip generators in this category include trips to and from Madera Community College, Walmart/Walgreens, grocery stores such as San Miguel market, the intermodal station, shops along Sherwood Way and Country Club Drive, and Madera Department of Corrections. There are also trips generated between Madera and Fresno for shopping, medical appointments, and other trip purposes that are not currently accommodated by transit.

While fixed-route services support many of these major non-employment trip generators within Madera, travel times to these destinations can be significant. Additionally, the demand for travel to specific non-employment destinations can vary significantly. For example, school trips will be higher in demand during weekdays than weekends and will not have the same demand in the summers. It's also important to examine the needs of the passenger for these trip types. For instance, travelers going to grocery stores often leave with multiple bags, and the walk either to the fixed-route stop, or in some cases all the way home which can be burdensome. Lastly, since these non-employment trip generators are not centralized, it can be quite difficult for a fixed-route system to serve every destination efficiently.

***Why it Matters***

Focusing solely on commuter trips risks overlooking the majority of travel demand in Madera. Given the city's demographics and household patterns, non-work trips are central to mobility needs. Microtransit services can be particularly effective in these areas because they can be flexible, can serve off-peak demand, and can extend coverage to areas where fixed-route service is not viable or timely.

At the same time, regional coordination to facilitate better travel to and from the Fresno area on transit is important. Residents of Madera are not living their whole lives within the boundaries of the city, and travel to regional locations without an automobile proves particularly inconvenient and time consuming.

# 4 Transit Operations

Public transit plays a critical role in ensuring mobility, accessibility, and equity within urban and rural communities. In Madera, the local transit system serves as a vital link connecting residents to employment, education, healthcare, and regional destinations. Understanding how the transit system performs is essential for guiding improvements, allocating resources effectively, and meeting the community's evolving mobility needs.

The city contracts with MV Public Transportation, Inc. for the provision of key personnel and management of transit services. The term of the current contract is from July 1, 2025, through June 30, 2027, with an option to extend for one additional year, through to June 30, 2028. The city completed the construction of the Madera Transit Center located at 1951 Independence Drive. The facility opened in the fall of 2020 and provides facilities for fueling, washing, maintenance, parking, and administrative functions. The City's Fleet Services / Fleet Maintenance Department handles maintenance of transit vehicles.

This analysis provides a review of Madera's transit operations, focusing on service efficiency, ridership trends, and overall system effectiveness. By examining key performance metrics such as on-time performance, passenger trips per revenue hour, cost per passenger, and service coverage, this study aims to identify strengths, challenges, and opportunities for optimization. Additionally, the analysis contextualizes Madera's performance relative to peer systems and national benchmarks, providing decision-makers with actionable insights for strategic planning and future investment.

Ultimately, the goal of this performance analysis is to support data-driven decisions that enhance transit service quality, improve rider experience, and promote sustainable and equitable transportation solutions throughout the Madera community.

**Analytical Approach:** The performance analysis applies a combination of descriptive statistics, benchmarking, and ratio-based performance indicators, including:

- Productivity Metrics: Passengers per revenue hour, passengers per trip.
- Cost Efficiency Metrics: Operating cost per passenger, cost per revenue mile.
- Trend Analysis: Year-over-year changes in ridership, service hours, and operational costs.

Where applicable, the analysis benchmarks Madera's performance against peer transit systems of similar size and demographics, as reported to the National Transit Database (NTD). This approach identifies both relative strengths and areas requiring improvement.

Madera Metro operates a fixed-route bus system designed to provide local public transportation within the City of Madera. The route structure is built around four main bus routes, each serving distinct corridors while connecting key destinations across the city.

# 4.1 Madera Metro Fixed Route

Figure 4-1 presents a map of the current Madera Metro route network. Salient aspects of the route network include:

- Madera Metro currently operates four fixed routes (Purple / Route 1, Orange / Route 2, Green / Route 3, Blue / Route 4).
- Fixed-route service runs weekdays 7:00 a.m. – 6:30 p.m., and Saturdays 9:00 a.m. – 4:00 p.m.
- Fares for fixed routes have been waived (fare-free) until further notice.
- Notably: Green (Route 3) and Blue (Route 4) do *not* run on Saturdays
- The Blue Line's scheduled stop at the Amtrak Station is *paused* as of the latest updates; currently its terminal is Matilda Torres High School.
- Some routes have major transfer points, at the Intermodal Center (downtown Madera), and Walgreens.

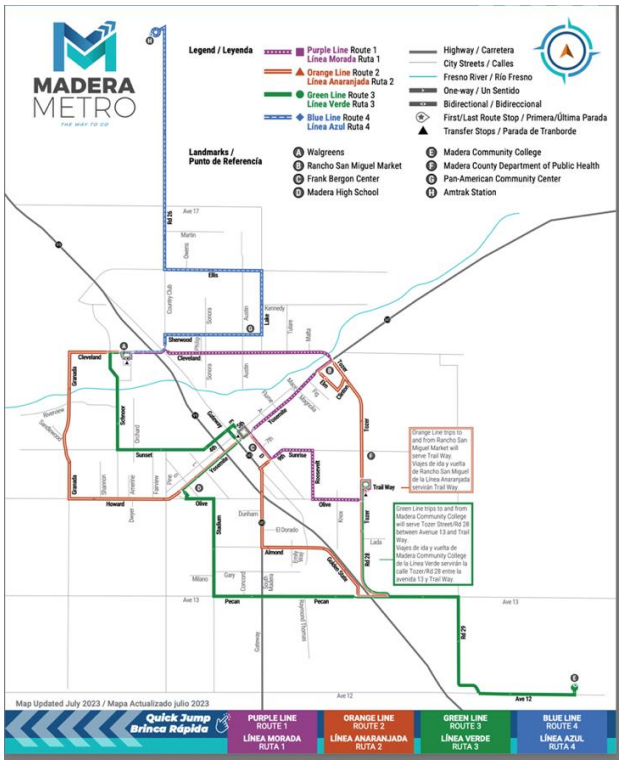



*Figure 4-1. Madera Metro Route Network*

The following provides salient aspects for each of the four routes:

*Table 4-1. Prominent Features by Route*

| Route | Key Streets / Corridors Served | Major Stops / Landmarks | Frequency & Operation |
|---|---|---|---|
| Route 1 Purple | Primarily serves Cleveland, Yosemite, Olive, Tozer, Almond | Walgreens at Cleveland, Intermodal Center, P & Yosemite, Madera South High School, Madera Community Hospital | ~30 min headways typical. https://www.transit.land/routes/r-9qddk-route1?utm_source=chatgpt.com |
| Route 2 Orange | Covers Granada, Stadium, Pecan, Tozer, Olive corridors | Intermodal Center, P & Yosemite, Madera South High, various west / southwest neighborhoods | Less frequent than Route 1 — typical round-trip time ~60 minutes. |
| Route 3 Green | Through Schnoor, Howard, Stadium, Pecan corridors toward Madera Community College | P & Yosemite, Madera South High School, Madera College, various neighborhoods along Howard / Schnoor | Runs Monday–Friday only (no Saturday service). |
| Route 4 Blue | East-west / northern corridors, parts of northeastern Madera | Matilda Torres High School (current terminus), Intermodal transfers, other shared stops | Weekdays only (no Saturday service) |

**Route Design Characteristics:**

1. Hub-and-Spoke Structure
    - The system is centered around a downtown transfer point, where three of the four routes converge.
    - This design enables easy transfers between routes, increasing connectivity across the system.
2. Fixed Routes with Loops
    - Each route generally operates as a one-way or bi-directional loop, covering residential areas, commercial zones, schools, and public services.
    - This loop structure allows for broad coverage while minimizing the need for multiple transfers.
3. Geographic Coverage
    - The routes are designed to cover all major quadrants of the city, ensuring that most residents are within walking distance of a stop.
    - Routes are structured to provide access to:
        - Downtown Madera
        - Government buildings and the civic center

    - Shopping centers
    - Medical facilities
    - Schools and colleges
    - Residential neighborhoods
4. Service Frequency & Hours
    - Routes typically operate on weekday schedules, with limited or no service on weekends.
    - Frequencies may vary by route, with more frequent service on high-demand corridors (e.g., Route 1).
    - Hours of service are generally designed to accommodate commuting, school travel, and midday errands.

**Transfers & Interconnectivity:**

- Routes 1, 2, and 3 are designed to allow transfers at a central location, the Intermodal Center Bus Station, in downtown Madera.
- This setup enables citywide mobility even though each individual route operates as a loop or radial.

**Strengths of the Route Structure:**

- Simple and easy to understand: Fewer routes with consistent paths.
- Broad coverage of city areas despite a small fleet.
- Centralized transfer point helps riders access most destinations with one transfer.

**Challenges:**

- Loop routes may increase travel time for some trips.
- Limited frequency can make transfers inconvenient.
- Weekend or evening service gaps may reduce accessibility for certain populations.

### 4.1.1 Madera Metro Key Performance Indicators (KPIs)

The analysis of Madera Metro transit system reveals insights into operational efficiency, service effectiveness, and rider experience. Key performance indicators (KPIs) identify opportunities for improvement.

Summary operating statistics and key performance indicators for the five-year period – 2020 through 2024[9] is presented in Figure 4-2.

For this same five-year period, Total Operating Cost, Annual Boardings and Revenue Vehicle Hours, Cost per Boarding and Revenue Hour, and Boardings per Hour and per Capita, are presented in Figure 4-3 through Figure 4-6, respectively

**Annual Operating Statistics - Metro Fixed Route**

| Year | Total Operating Cost | Fare Revenue | Net Operating Cost | Annual Boardings | Revenue Vehicle Hours | Revenue Vehicle Miles | Peak Vehicles | Service Area Population |
|---|---|---|---|---|---|---|---|---|
| 2020 | $1,327,094 | $81,501 | $1,245,593 | 82,716 | 17,776 | 241,800 | 16 | 66,225 |
| 2021 | $1,377,788 | $0 | $1,377,788 | 55,734 | 16,171 | 212,951 | 13 | 67,956 |
| 2022 | $1,681,016 | $0 | $1,681,016 | 45,912 | 11,824 | 182,317 | 13 | 68,042 |
| 2023 | $1,584,061 | $0 | $1,584,061 | 62,770 | 14,126 | 203,428 | 11 | 68,083 |
| 2024 | $1,949,330 | $0 | $1,949,330 | 77,213 | 16,823 | 253,314 | 14 | 69,097 |

**Key Performance Indicators**

| Year | Total Cost per Boarding | Average Fare | Farebox Recovery | Net Cost per Boarding | Net Cost per Revenue Hour | Boardings per Revenue Hour | Annual Boardings per Capita | Annual Boardings per Peak Vehicle |
|---|---|---|---|---|---|---|---|---|
| 2020 | $16.04 | $0.99 | 6.1% | $15.06 | $70.07 | 4.7 | 1.25 | 5,170 |
| 2021 | $24.72 | $0.00 | 0.0% | $24.72 | $85.20 | 3.4 | 0.82 | 4,287 |
| 2022 | $36.61 | $0.00 | 0.0% | $36.61 | $142.17 | 3.9 | 0.67 | 3,532 |
| 2023 | $25.24 | $0.00 | 0.0% | $25.24 | $112.14 | 4.4 | 0.92 | 5,706 |
| 2024 | $25.25 | $0.00 | 0.0% | $25.25 | $115.87 | 4.6 | 1.12 | 5,515 |

*Figure 4-2. Metro Fixed Route Performance Summary, 2020 - 2024*

[9] Of note: the Covid pandemic: 2020/21

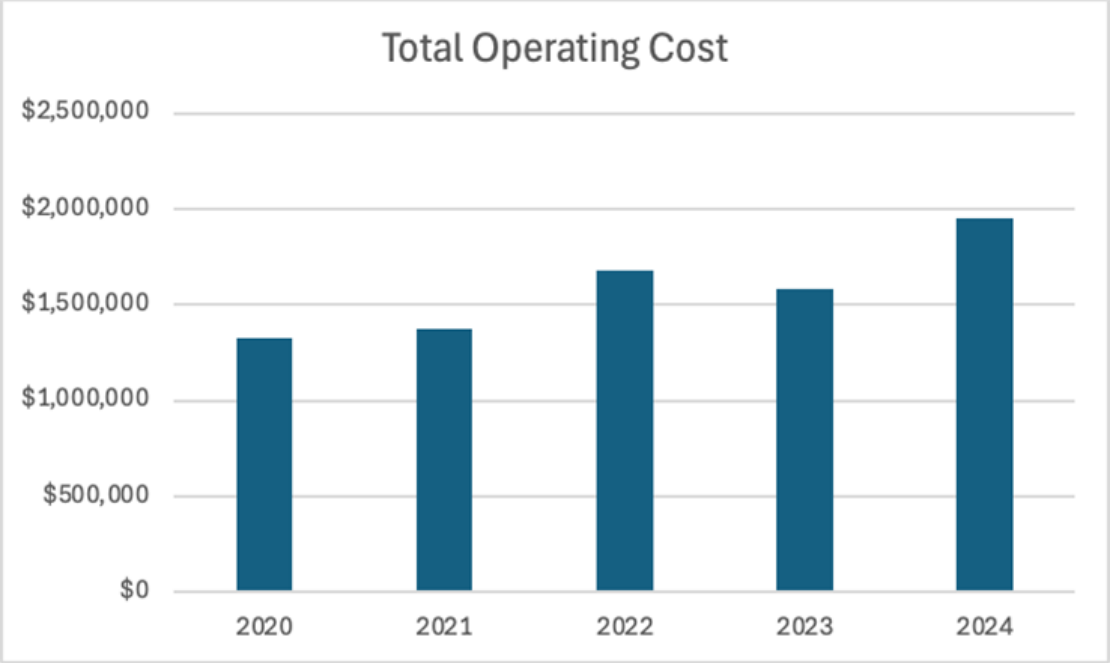



*Figure 4-3. Total Operating Cost, 2020 - 2024*

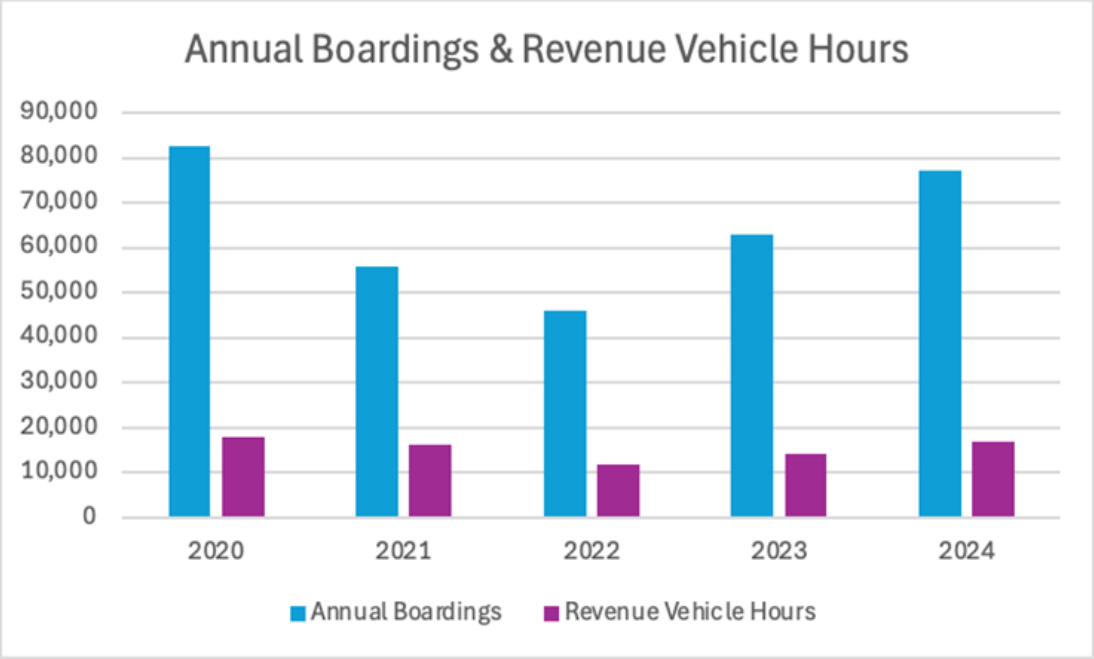



*Figure 4-4. Annual Boardings and Revenue Vehicle Hours, 2020 - 2024*

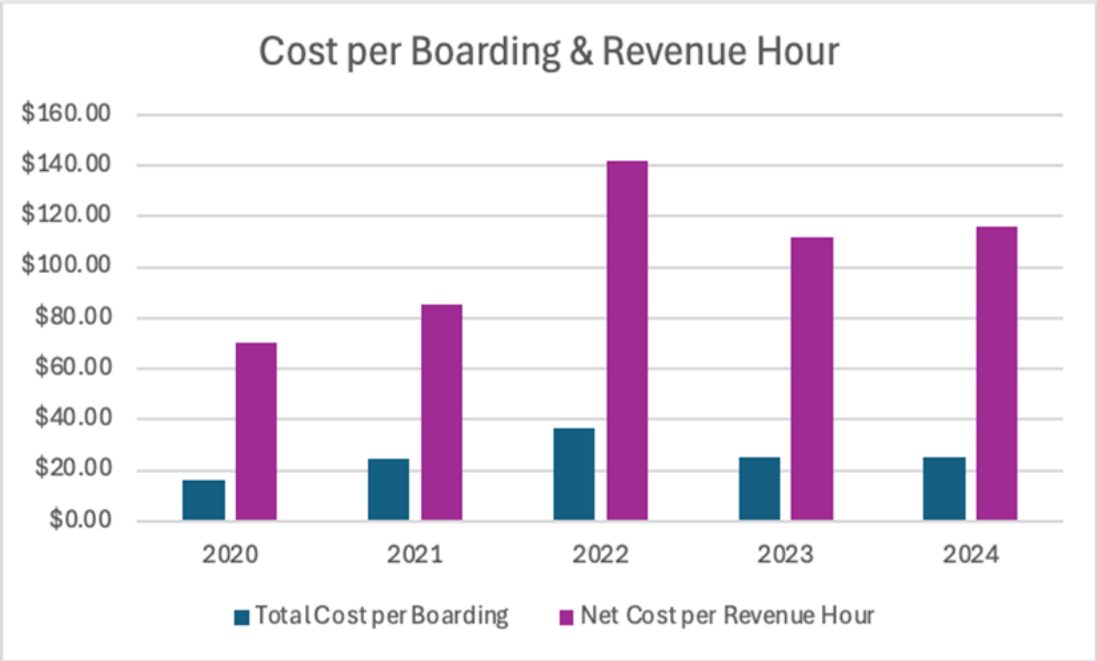



*Figure 4-5. Cost per Boarding and Revenue Hour, 2020 – 2024*

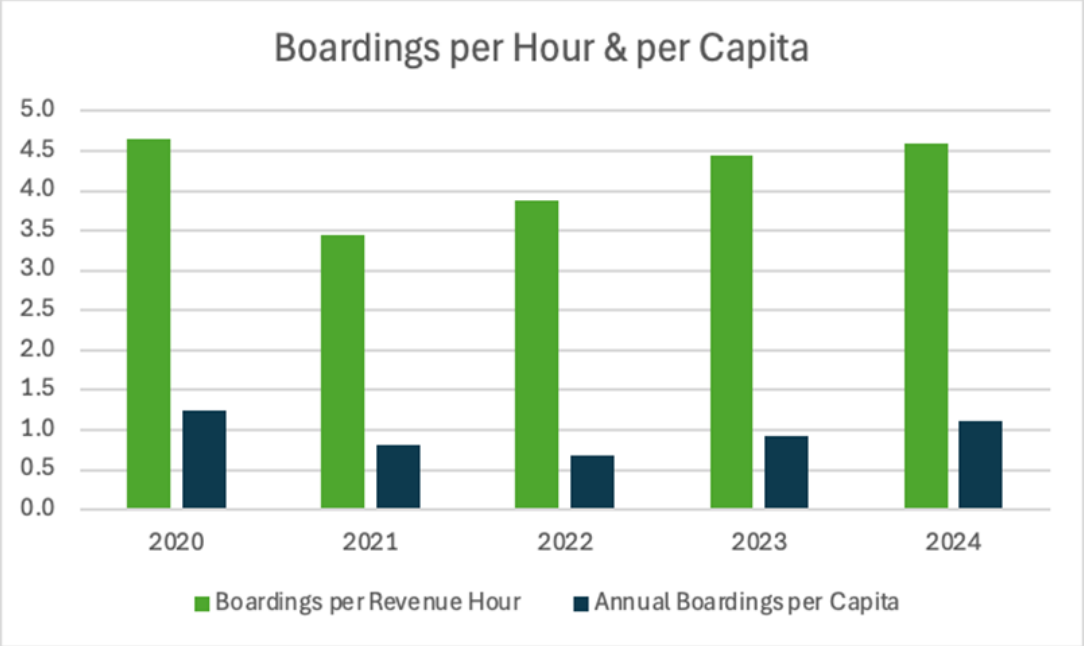



*Figure 4-6. Boardings per Hour and per Capita, 2020 - 2024*

**Key Takeaways** (2020-2024 KPIs):

- Increased Costs: Net operating costs increased by 56.6%
    - Net cost per boarding increased by 67.7%

  - Net cost per revenue hour increased by 65.4% while the number of revenue hours saw a slight decline of 5.4%
- Declining Ridership: Annual boardings decreased by 6.6%
  - Boardings per revenue hour declined only 2.1%
  - Annual boardings per capita declined 10.4%

**2024/2025 Metro Ridership**

Figures 4-7 and 4-8 present fixed route ridership by month for each of the four routes, for the 2024-2025 fiscal period.

Figure 4-9 illustrates the distribution of annual ridership by route (2024/2025)

*Figure 4-7. 2024/2025 System Ridership*

| MONTH | ROUTE 1 | ROUTE 2 | ROUTE 3 | ROUTE 4 | FR MONTHLY TOTAL |
|---|---|---|---|---|---|
| *July* | *3,341* | *2,146* | *430* | *253* | **6,170** |
| *August* | *3,025* | *2,540* | *781* | *179* | **6,525** |
| *September* | *2,495* | *2,068* | *1,269* | *198* | **6,030** |
| *October* | *2,686* | *1,803* | *1,653* | *228* | **6,370** |
| *November* | *2,504* | *1,597* | *1,125* | *235* | **5,461** |
| *December* | *2,465* | *1,627* | *804* | *185* | **5,081** |
| *January* | *2,898* | *2,260* | *1,252* | *369* | **6,779** |
| *February* | *2,863* | *1,926* | *1,238* | *339* | **6,366** |
| *March* | *2,942* | *2,151* | *1,325* | *334* | **6,752** |
| *April* | *3,261* | *2,376* | *1,152* | *345* | **7,134** |
| *May* | *3,156* | *2,234* | *1,118* | *346* | **6,854** |
| *June* | *2,848* | *2,306* | *594* | *276* | **6,024** |
| **SUBTOTALS** | **34,484** | **25,034** | **12,741** | **3,287** | **75,546** |

*Figure 4-7. 2024/2025 System Ridership*

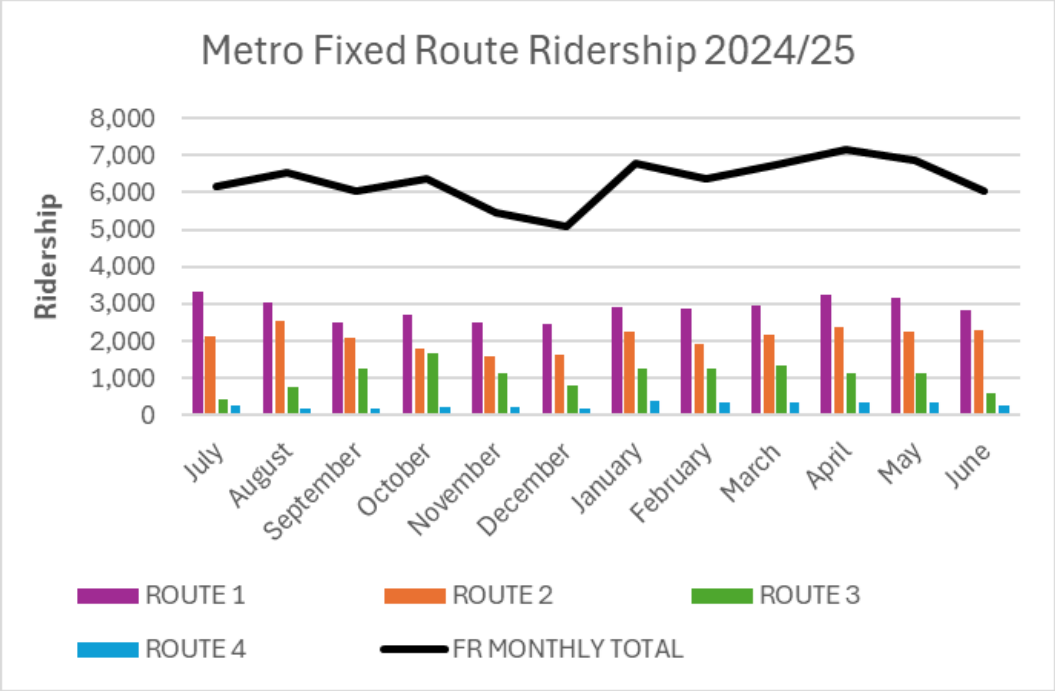



*Figure 4-8. 2024/2025 System Ridership - Graph*

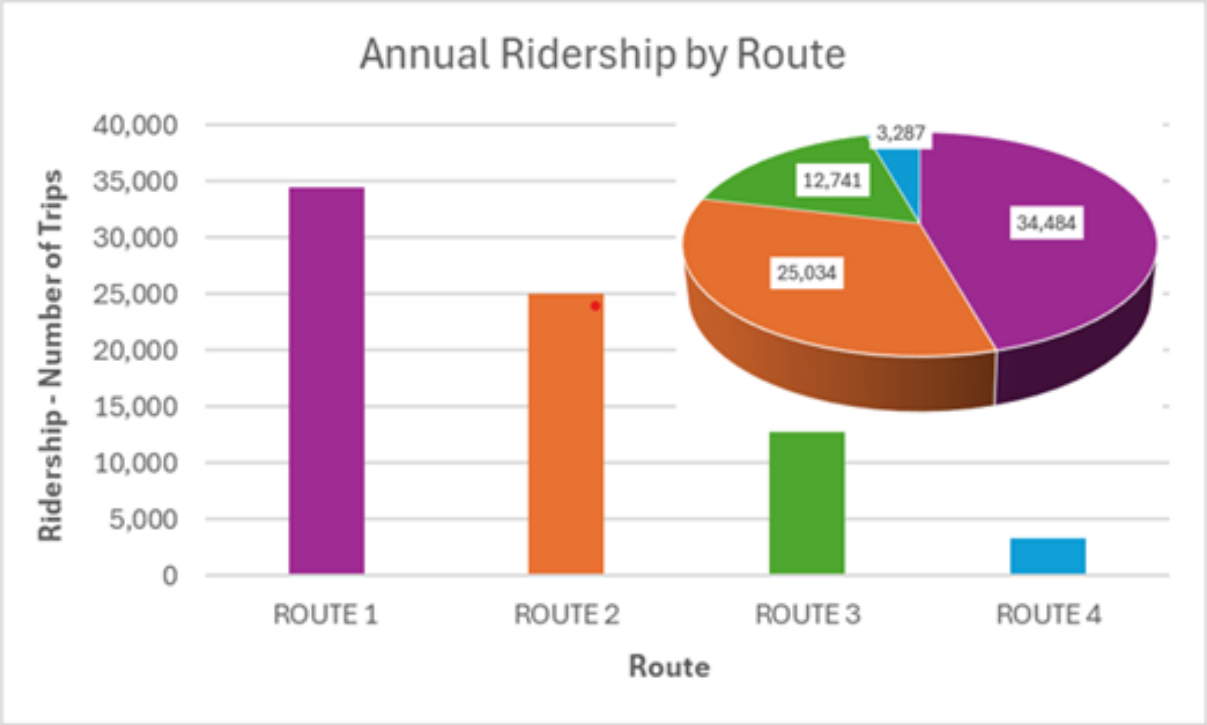



*Figure 4-9. Distribution of Annual Ridership by Route (FY 2024-2025)*

The current distribution of revenue hours by route is presented in Figures 4-10 and 4-11. Figure 4-12 presents the number of trips per revenue hour by route.

| Metro Fixed Route | | | | | | |
|---|---|---|---|---|---|---|
| | | ROUTE 1 | ROUTE 2 | ROUTE 3 | ROUTE 4 | FR TOTAL |
| Revenue Hours | Weekday | 5,522 | 5,522 | 5,522 | 2,032 | 18,598 |
| | Saturday | 676 | 728 | | | 1,404 |
| | TOTAL | 6,198 | 6,250 | 5,522 | 2,032 | 20,002 |
| **Annual Ridership** | | 34,484 | 25,034 | 12,741 | 3,287 | 75,546 |
| **Trips/RevHr** | | **5.56** | **4.01** | **2.31** | **1.62** | **3.78** |

*Figure 4-10. Distribution of Revenue Hours by Route (2025)*

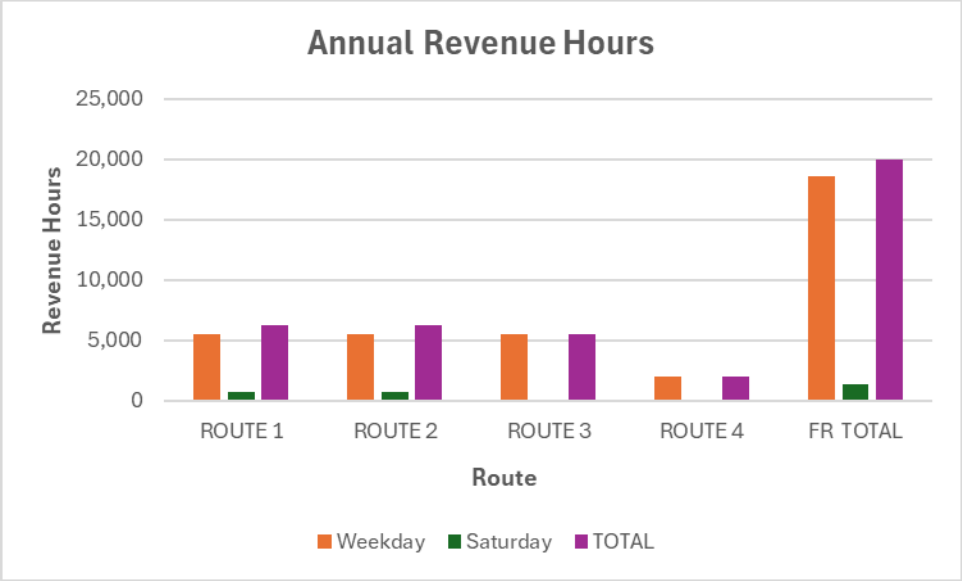



*Figure 4-11. Distribution of Revenue Hours by Route (2025)*

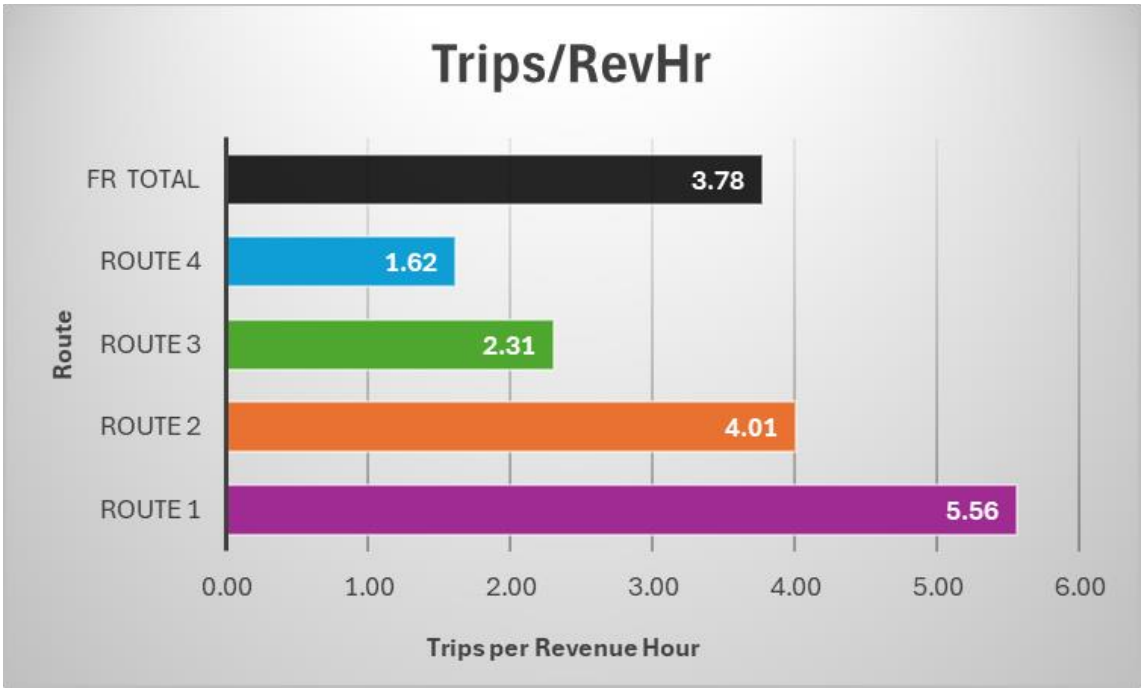



*Figure 4-12. Trips per Revenue Hour by Route (2025)*

### 4.1.2 Peer Agency Review

The purpose of this Peer Agency Review is to evaluate Madera Metro's transit services by comparing them to those of similar-sized and similarly structured transit agencies. This process allows Madera Metro to benchmark its performance and will inform on the development of service improvement strategies including the feasibility of microtransit to improve local transit service delivery, efficiency, and rider satisfaction.

The Peer Agency Review is presented in Figure 4-13.

| Agency | Population | Fixed Route Ridership | Ridership per Capita | Operating Expenses | Cost per Mile | Cost per Hour | Cost per Passenger | Cost per Capita | Trips per Hour |
|---|---|---|---|---|---|---|---|---|---|
| Madera | 68,083 | 62,770 | 0.92 | $1,584,061 | $7.79 | $112.14 | $25.24 | $23.27 | 4.4 |
| Fresno | 591,531 | 8,184,511 | 13.84 | $63,053,188 | $13.04 | $147.79 | $7.70 | $106.59 | 19.2 |
| Merced (JPA) | 136,957 | 545,587 | 3.98 | $13,045,223 | $8.11 | $123.11 | $23.91 | $95.25 | 5.1 |
| Porterville (2022) | 75,691 | 223,914 | 2.96 | $2,911,372 | $9.20 | $104.76 | $13.00 | $38.46 | 8.1 |
| Visalia | 171,092 | 581,405 | 3.40 | $13,046,075 | $7.43 | $109.93 | $22.44 | $76.25 | 4.9 |
| Tracy | 93,000 | 100,139 | 1.08 | $4,157,019 | $14.98 | $175.14 | $41.51 | $44.70 | 4.2 |
| Lodi | 67,258 | 168,641 | 2.51 | $2,902,728 | $11.89 | $139.65 | $17.21 | $43.16 | 8.1 |
| Kings County | 85,025 | 424,837 | 5.00 | $5,154,467 | $7.30 | $117.73 | $12.13 | $60.62 | 9.7 |
| Kern Regional | 155,249 | 155,105 | 1.00 | $6,156,170 | $3.69 | $143.50 | $39.69 | $39.65 | 3.6 |
| Average of Peer Agencies * | 112,039 | 314,233 | 3 | $6,767,579.14 | $8.94 | $130.55 | $24.27 | $56.87 | 6.2 |

* excludes Fresno

*Figure 4-13. Peer Agency Review (2023)*

## 4.2 Dial-A-Ride & ADA Paratransit

Madera Metro Dial-A-Ride (DAR) **is a** curb-to-curb, demand-responsive transit service available to the general public within the City of Madera. It is designed to serve residents who may not have easy access to the fixed-route bus system, including seniors, people with disabilities, and those traveling outside of fixed-route coverage or service hours.

DAR's service hours are:

- Monday—Friday: 7:00am—6:30pm
- Saturday: 9:00am—4:00pm
- Sunday: 8:30am—2:30pm

DAR is free for people under 17 years of age, seniors (60+), disabled, veterans, and college students with ID. Others pay a $3.00 fare.

City of Madera Transit Services provide ADA/Paratransit (ADAP) Service for Seniors (60+), Veterans, and ADA eligible passengers. This service provides complementary curb-to-curb transportation for individuals who are unable to use the fixed-route bus system due to a disability. Riders must be certified as ADA-eligible through an application and approval process. Trips must be scheduled at least one day in advance, though same-day service may be offered if space is available.

Figure 4-14 illustrates the and ADA paratransit service area.

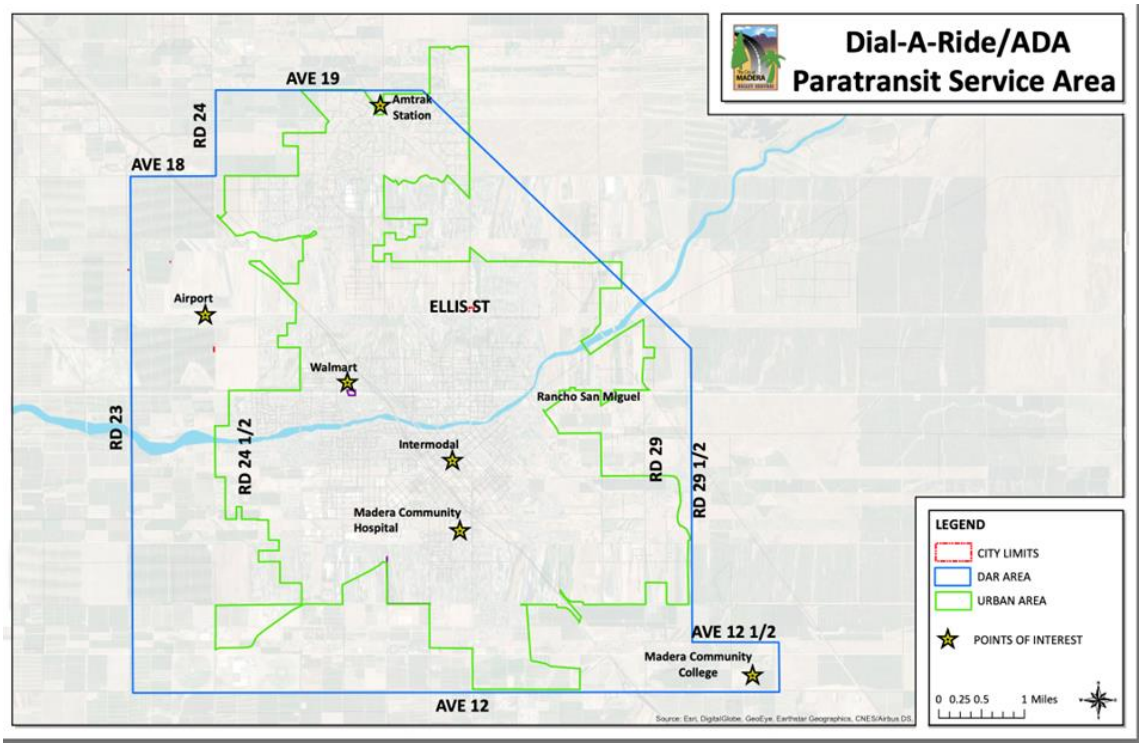



*Figure 4-14. DAR and ADA Paratransit Service Area*

Figure 4-2 presents annual (2020 – 2024) operating statistics and KPIs for the DAR and Paratransit services.

| Annual Operating Statistics - Demand Response | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Year | Total Operating Cost | Fare Revenue | Net Operating Cost | Annual Boardings | Revenue Vehicle Hours | Revenue Vehicle Miles | Peak Vehicles | Service Area Population |
| 2020 | $1,105,043 | $38,637 | $1,066,406 | 12,755 | 8,047 | 72,130 | 8 | 66,225 |
| 2021 | $1,015,851 | $0 | $1,015,851 | 4,345 | 2,996 | 30,721 | 6 | 67,956 |
| 2022 | $1,180,371 | $0 | $1,180,371 | 6,252 | 4,183 | 62,178 | 6 | 68,042 |
| 2023 | $1,197,797 | $0 | $1,197,797 | 13,164 | 5,760 | 80,387 | 6 | 68,083 |
| 2024 | $1,351,313 | $3,340 | $1,347,973 | 17,677 | 7,969 | 104,345 | 8 | 69,097 |
| **Key Performance Indicators** | | | | | | | | |
| Year | Total Cost per Boarding | Average Fare | Farebox Recovery | Net Cost per Boarding | Net Cost per Revenue Hour | Boardings per Revenue Hour | Annual Boardings per Capita | Annual Boardings per Peak Vehicle |
| 2020 | $86.64 | $3.03 | 3.5% | $83.61 | $132.52 | 1.6 | 0.19 | 1,594 |
| 2021 | $233.80 | $0.00 | 0.0% | $233.80 | $339.07 | 1.5 | 0.06 | 724 |
| 2022 | $188.80 | $0.00 | 0.0% | $188.80 | $282.18 | 1.5 | 0.09 | 1,042 |
| 2023 | $90.99 | $0.00 | 0.0% | $90.99 | $207.95 | 2.3 | 0.19 | 2,194 |
| 2024 | $76.44 | $0.19 | 0.2% | $76.26 | $169.15 | 2.2 | 0.26 | 2,210 |

*Figure 4-15. Annual Operating Statistics and KPIs – DAR & Paratransit (Calendar Year 2020-2024)*

**Key Takeaways** (2020-2024 KPIs):

- Increased Costs: Net operating costs increased by 26.4%
  - Net cost per boarding declined by 8.8%
  - Net cost per revenue hour increased by 27.6% while the number of revenue hours saw a slight decline of 1%
- Increased Ridership: Annual boardings increased by 38.6%
  - Boardings per revenue hour increased 37.5% (indicator of increased productivity)
  - Annual boardings per capita increased 36.8%

### 4.2.1 2024/2025 DAR & Paratransit Ridership

Figures and 4-17 present DAR and Paratransit ridership by month for the 2024-2025 fiscal period.

Of note, there is a marginal seasonal fluctuation in demand with slight peaking in demand in the Fall and Spring months.

| Dial-a-Ride & Paratransit | | | | |
|---|---|---|---|---|
| MONTH | | DAR | ADA/ PARA-TRANSIT | TOTAL |
| 2024 | July | 1,239 | 2 | 1,241 |
| | August | 1,523 | 0 | 1,523 |
| | September | 1,440 | 190 | 1,630 |
| | October | 1,499 | 232 | 1,731 |
| | November | 1,268 | 171 | 1,439 |
| | December | 993 | 137 | 1,130 |
| 2025 | January | 1,324 | 123 | 1,447 |
| | February | 1,371 | 172 | 1,543 |
| | March | 1,440 | 294 | 1,734 |
| | April | 1,214 | 221 | 1,435 |
| | May | 1,403 | 245 | 1,648 |
| | June | 1,098 | 173 | 1,271 |
| TOTALS | | 15,812 | 1,960 | 17,772 |

*Figure 4-16. DAR and Paratransit Ridership by Month (FY2024-2025)*

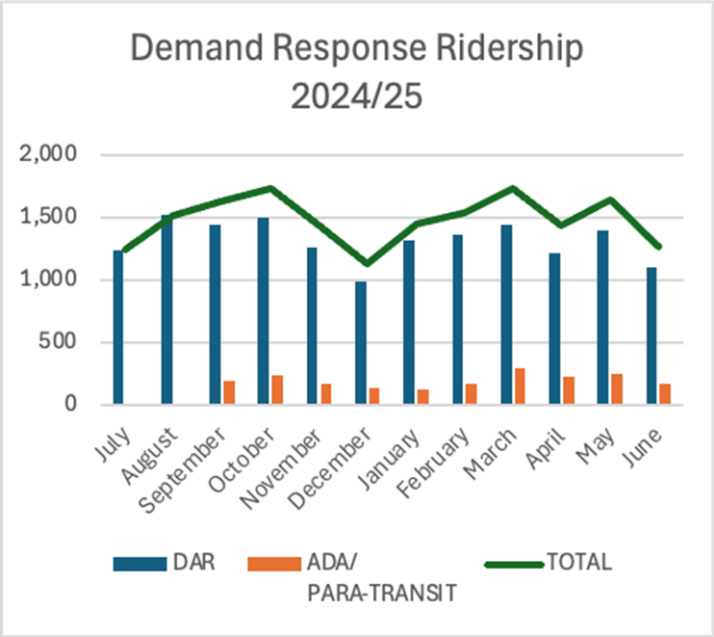
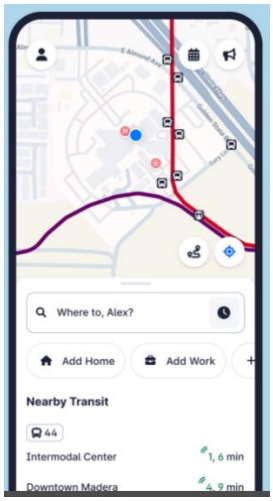



*Figure 4-17. DAR and Paratransit Ridership by Month (FY2024-2025) - Graph*

## 4.3 Technology

To enhance the efficiency, accessibility, and user experience of its transit services, Madera Metro has recently deployed (September 2025) two key technology platforms: *TripShot* and *Spare Labs*. These tools support the city's efforts to modernize both fixed-route operations and on-demand transit services, providing real-time data, digital trip management, and improved communication between riders and transit staff.




**TripShot: Fixed-Route Operations Management:** TripShot is used to manage Madera Metro's fixed-route bus system, offering real-time vehicle tracking, schedule adherence monitoring, and improved coordination for operations staff. It also enhances the rider experience by providing up-to-date bus arrival information and alerts through mobile and web applications.

**Spare Labs: Demand-Responsive Transit Platform:** Spare Labs powers Madera Metro's ADA Paratransit and Dial-A-Ride services. This platform allows eligible riders to book, modify, and track their trips through a user-friendly mobile app or call-in interface.

# 4.4 Madera Metro and Dial-A-Ride Vehicle Fleet

The city currently has a fleet of 21 vehicles (including spares), as shown in Figure 4-18. Thirteen vehicles designated for use to operate Madera Metro, and 8 vehicles are used to operate Dial-A-Ride and Paratransit. Vehicles are maintained by the City's Public Works Department.

| FY24/25 FLEET INVENTORY | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Bus # | Service | Year | Make | Model | Fuel Type | #SEATS | LENGTH | DELIVERY DATE | LIFT | ULB |
| 39 | DAR | 2012 | Ford E-450 | Elkhart | GAS | 18/2 | 26 FT | 2012 | X | -2 |
| 40 | DAR | 2012 | Ford E-450 | Elkhart | CNG | 18/2 | 26 FT | 2012 | X | -2 |
| 43 | DAR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -1 |
| 44 | FR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -2 |
| 45 | FR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -2 |
| 46 | DAR | 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2014 | X | -1 |
| 47 | FR | 2019 | Ford E-450 | Starcraft | GAS | 17 | 26 FT | 2019 | X | 7 |
| 48 | DAR | 2019 | Ford E-450 | Starcraft | GAS | 17 | 26 FT | 2019 | X | 5 |
| 49 | FR | 2019 | Chevy 4500 | Arboc | GAS | 17 | 26 FT | 2019 | X | 7 |
| 50 | FR | 2019 | Chevy 4500 | Arboc | GAS | 17 | 26 FT | 2019 | X | 7 |
| 51 | FR | 2019 | Chevy 4500 | Arboc | GAS | 17 | 26 FT | 2019 | X | 7 |
| 52 | FR | 2020 | International | Starcraft | Diesel | 27 | 32 FT | 2019 | X | 8 |
| 53 | FR | 2020 | International | Starcraft | Diesel | 27 | 32 FT | 2019 | X | 8 |
| 54 | FR | 2019 | Aero Elite 320 | ElDorado | CNG | 27 | 32 FT | 2020 | X | 8 |
| 55 | FR | 2019 | Ford F-550 | ElDorado | CNG | 27 | 32 FT | 2020 | X | 8 |
| 56 | DAR | 2022 | Dodge Voyager (Braun) | BraunAbility | Gas | 5/1 | Van | 2023 | X | 8 |
| 57 | DAR | 2022 | Dodge Voyager (Braun) | BraunAbility | Gas | 5/1 | Van | 2023 | X | 8 |
| 58 | DAR | 2022 | Dodge Voyager (Braun) | BraunAbility | Gas | 5/1 | Van | 2023 | X | 8 |
| 59 | FR | 2023 | Ford E-450 | Starcraft | Gas | 18/2 | 26 FT | 2023 | X | 12 |
| 60 | FR | 2023 | Ford E-450 | Starcraft | Gas | 18/2 | 26 FT | 2023 | X | 12 |
| 61 | FR | 2023 | Ford E-450 | Starcraft | Gas | 18/2 | 26 FT | 2023 | X | 12 |

*Figure 4-18. Fleet Inventory*

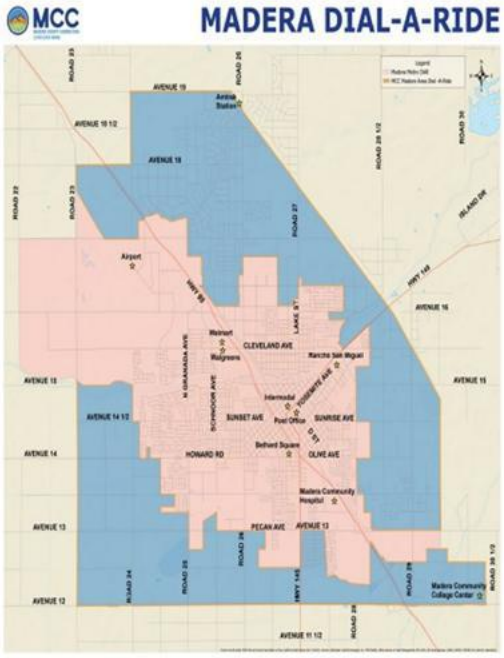
# 4.5 Regional Transit Services

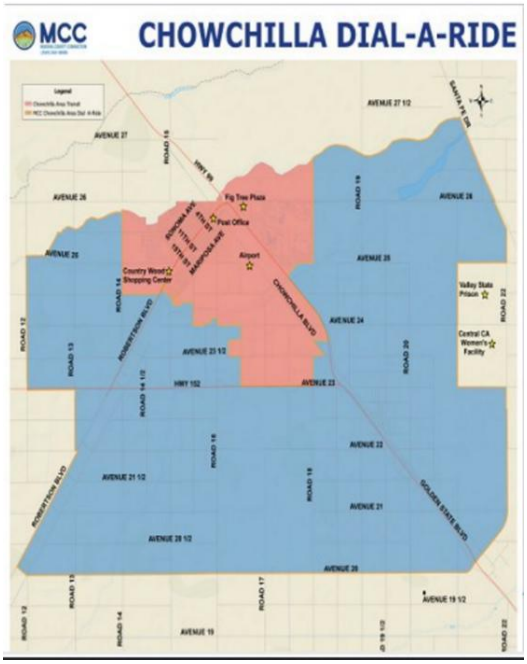
The following profiles the range of regional transit services designed to connect urban centers, rural communities, medical facilities, and key destinations both inside and outside city limits. The goal is to ensure mobility for those without private transportation, link communities, and support economic, healthcare, educational, and recreational access across the county and beyond.

**Key Providers & Service Types**

- **Madera County Connection (MCC):** A primary intercity fixed-route bus network connecting cities like Madera and Chowchilla, as well as smaller unincorporated areas. Includes fixed routes, dial-a-ride services, senior and medical escort services.

- **Chowchilla Area Transit Express (CATX):** A demand-response (dial-a-ride style) service within Chowchilla and contiguous unincorporated areas. CATX helps serve local mobility, especially for those underserved by fixed routes.




- **Other supporting services:**
    - **Senior Bus / Medical Escort programs** in rural and eastern sections of the county.
    - **Yosemite Area Regional Transportation System (YARTS):** While not exclusively Madera County, YARTS provides seasonal and year-round service along highways that include segments in Madera County, to link communities to Yosemite National Park.
    - Private intercity services (like Greyhound) and passenger rail (Amtrak) augment local/regional services. Madera has a train station served by Amtrak's San Joaquins line.

# 5 Next Steps

The Existing Conditions analysis provides a foundational understanding of the demographic, socio-economic, and mobility landscape within Madera. These insights will guide the development of data-driven strategies to enhance Madera Metro's service effectiveness, equity, and sustainability. Building on this baseline assessment, the Flexlynqs team will be advancing the following next steps:

1. **Building on the Identification of Key Markets, Service Needs and Transit Performance** Develop demand models that combine historical ridership, census demographics, and travel behavior data. Demand is segmented by service type to capture both existing and latent demand. The modeling will test rider response to new service designs and technology upgrades, while identifying overlaps and gaps across populations and trip purposes.

2. **Engage the Community and Stakeholders** Conduct targeted outreach—through surveys (general community, high school students and college students), and pop-up events - to validate findings, identify unmet mobility needs, and understand community priorities for transit service improvements.

3. **Assess Service Gaps and Opportunities** Overlay existing service performance with demand indicators to identify areas where transit coverage, frequency, or connectivity can be improved. This may include potential new service corridors and first/last-mile opportunities.

4. **Develop Service Improvement Scenarios** Based on performance data and community input, the team will draft potential service strategies and network concepts. These may include route restructuring, increased service frequency, expanded span of service, or new service models such as microtransit.

5. **Evaluate Equity and Accessibility Impacts** Ensure proposed service changes align with Title VI

6. **Coordinate with Regional Planning Efforts** Align Madera Metro's service planning with broader city, county, and regional transportation and land use initiatives to maximize efficiency and support future growth.

7. **Prepare for Alternatives Analysis and Plan Development** The findings from this report will directly inform the next phase of the study—developing and evaluating service alternatives and implementation strategies. This will include ridership forecasting, cost estimation, and phasing considerations.

# Appendix B. Industry Scan

flexDynqs

# Industry Scan

## City of Madera

### Project: Microtransit Feasibility Study

March 26, 2026

flexDynqs

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# Executive Summary

Across the United States, small-urban transit systems are increasingly adopting on-demand and microtransit models to expand coverage, improve cost efficiency, and meet diverse mobility needs. Drawing upon national research and agency case studies including AC Transit Flex (Alameda-Contra Costa Transit District, California), PSTA Direct Connect (Pinellas Suncoast Transit Authority, Florida, and GoMonrovia (City of Monrovia, California), this report synthesizes best practices and implementation lessons pertinent to areas with populations ranging from approximately 50,000 to 250,000 residents. Microtransit addresses service gaps where fixed-route services are insufficient. Effective programs typically incorporate well-defined service zones, contracts contingent on performance metrics, integrated booking technology, and collaboration with paratransit or fixed-route networks. The ensuing findings summarize the primary considerations related to service quality, technological integration, financial support, equity, and innovative approaches that contribute to successful microtransit operations within small-urban environments.

Key findings include:

- Service Design: Zone-based microtransit with dynamic routing yields optimal performance in low-density environments.
- Technology: Mobile booking, real-time routing, and integrated fare payment enhance reliability
- Funding & Governance: Performance-based contracts combined with modest subsidies help ensure sustainability.
- Equity: Call-in and cash options maintain compliance with ADA and Title VI.
- Innovation: MaaS[1], AI-enabled dispatch and electric vehicles are enhancing system capabilities.

These principles, along with insights from fixed-route replacements, student-focused initiatives, migrant-community programs, and regional deployments, showcase microtransit as a versatile, cost-effective, inclusive, and scalable transportation solution.

[1] MaaS (Mobility as a Service) refers to a service model that integrates various forms of transport and transport-related services into a single, comprehensive, and on-demand mobility service. It allows users to plan, book, and pay for multiple types of mobility services through an integrated platform, offering flexible mobility solutions based on individual travel needs.

# 1 Introduction

## 1.1 Purpose and Objectives

This report identifies practical strategies, innovations, and lessons learned in the planning and implementation of on-demand and microtransit services within small-urban settings. It provides comprehensive guidance for agencies and MPOs assessing flexible mobility solutions aimed at enhancing efficiency, equity, and customer satisfaction.

## 1.2 Scope of Analysis

This report consolidates insights from national studies, agency evaluations, and regional implementation research to highlight successful models for on-demand and microtransit services in small-urban areas. The focus is on practical lessons, performance results, and governance structures that local and regional transit agencies can replicate or modify.

The report includes a wide variety of case studies and implementation reviews from throughout the United States including but not limited to:

- Technology-driven programs such as AC Transit Flex (CA), PSTA Direct Connect (FL), S AM (Sioux Area Metro) On Demand (SD), and SacRT SmaRT Ride (CA)
- Fixed-route replacement initiatives in Wilson (NC) and Arlington (TX).
- Specialized mobility pilots serving students and others supporting migrants workers; and
- Regional planning efforts in including but not limited to Fresno COG.

The scope is limited to U.S. programs and research that is relevant to small-urban and rural regions, typically featuring city populations between approximately 50,000 and 250,000. This focus is intended to align with domestic policy, funding considerations, and comparable demographic challenges and requirements. Additionally, the report examines emerging trends and approaches that might not be relevant to every small-urban or rural setting but offer valuable insights across the industry, supporting a thorough and well-rounded analysis. The report highlights lessons that can support implementation, performance measurement, technology procurement, and interagency coordination for transit providers aiming to modernize services in small-urban environments.

## 1.3 Context

Microtransit, technology-enabled demand-responsive service using small vehicles, has shifted from pilot programs to a standard practice. For small-urban agencies, it provides an effective balance between coverage and efficiency, helps address workforce shortages, and aligns with federal priorities around innovation and equitable access.The following sections present findings

on service models, technological innovations, governance structures, equity issues, and implementation trends.

# 2 Methodology

## 2.1 Approach

A comparative analysis of multiple sources was undertaken, considering the following criteria as applicable:

- Service design (zone, corridor, or route deviation)
- Technology platform capabilities
- Performance metrics (productivity, cost per trip, wait times)
- Governance and funding models
- Equity and accessibility criteria

Both qualitative and quantitative evidence informed cross-case comparison and pattern identification.

## 2.2 Data Sources

This report combines insights from national studies, agency evaluations, and regional research to showcase effective models for on-demand and microtransit services in small-urban areas.

Primary source materials consist of federal research sponsored by the Federal Transit Administration (FTA) and the Transit Cooperative Research Program (TCRP). These include reports produced by industry consultant groups (inclusive of work conducted by our team) and case studies from various agencies that offer practical insights into planning and operational practices. Additionally, primary research includes reviews of recent agency documentation, such as board meeting minutes, service change updates, published ridership reports, and relevant industry articles. This review aims to further investigate microtransit and mobility-on-demand pilots, technological integration, and policy issues relevant to small-urban and rural settings.

Case studies and implementation reviews were selected to highlight a variety of operating environments, governance structures, and technology providers. They include, but are not limited to, suburban and small-urban programs in California, Florida, and Texas, as well as regional efforts. Together, these sources provide insights into:

- Service design and performance metrics (ridership, cost per trip, productivity);
- Contracting and governance structures;
- Technology platforms and data management practices; and
- Equity and accessibility considerations.

Together, these materials offer both quantitative and qualitative insights, allowing for comparisons of microtransit results across different geographic, demographic, and other contextual factors. The data are examined to find common success factors, lessons learned, main takeaways, and

emerging practices that can help small-urban transit agencies develop, assess, and grow on-demand service models.

## 2.3 Analytical Framework

Key performance measures were benchmarked to assess overall service effectiveness, understand operational trends, and support comparisons across different service models. Results were arranged to highlight the most transferable best practices.

# 3 Identified Trends

## 3.1 Service Models

Across the United States, agencies are adopting microtransit and on-demand services through various structural models tailored to regional needs. The examples below show how agencies have implemented different service models including ADA paratransit and microtransit managed via a unified software platform, employer and destination shuttles, public–private partnerships, and flexible zone-based microtransit to support flexible, demand-responsive mobility goals. Table 3-1 outlines the range of deployments, including several initiatives that have since been discontinued. Including both active and discontinued services offers a more complete understanding of how changing rider expectations, evolving travel patterns, and operational challenges affect the sustainability of flexible service models. This highlights the ongoing difficulty agencies face in finding service designs that remain effective in dynamic and often unpredictable operational environments. Lessons learned from discontinued programs are further detailed in Table 3-2.

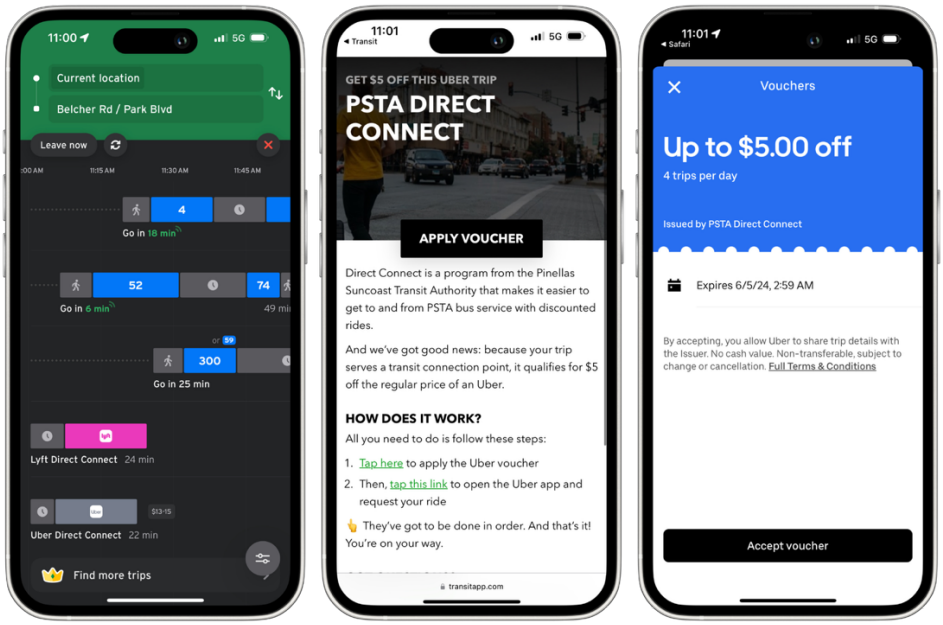



*Figure 3-1. Using PSTA's Direct Connect in the Transit App [1]*

*Table 3-1. Illustrative U.S. Microtransit Service Models and Case Examples*

| Service Model Type | Program / Agency (State) | Description of Structure and Operations | Status | Source |
|---|---|---|---|---|
| **ADA Paratransit & Microtransit (operated via the same software)** | **SAM On Demand**<br>Sioux Area Metro<br>(SD) | SAM Transit provides accessible microtransit alongside paratransit. Microtransit and paratransit operate on the same software (Via), with approximately 16% of trips by paratransit-eligible riders in 2024 served through microtransit. | SAM (Sioux Area Metro) On Demand remains an active service at SAM Transit. Riders can pay via app or with cash vouchers on board. | [2] [ [3] [4] |
| **Employer / Destination Shuttles** | **COTA GREAT Shuttle Service**<br>Central Ohio Transit Authority<br>(OH) | The GREAT Shuttle functions as a fixed-stop, workforce-oriented connector service that links COTA bus routes with nearby employers within the industrial zones of Rickenbacker and Groveport–Obetz. It operates along predetermined routes, making stops at all designated shuttle stops. The schedule is aligned with major employee shift times to provide dependable access to employment sites. This service is provided at no cost to passengers and is supported through collaborations with local municipalities and regional organizations. | The GREAT Shuttle continues to operate as an active workforce-mobility program supporting the region's expanding logistics and industrial corridor. Service adjustments are ongoing to address changing employer needs, ridership trends, and shift schedules. It is part of larger regional mobility planning efforts. For example, COTA is launching a new transit hub, the Rickenbacker Area Mobility Center (RAMC), which will enhance connections between COTA's fixed-route buses and various workforce shuttle options, including the Groveport Rickenbacker Employee Access Transit (GREAT). | [5] [6] [7] |
| **Public–Private Partnerships** | **PSTA Direct Connect**<br>Pinellas Suncoast Transit Authority<br>(FL) | PSTA Direct Connect partners with Uber, Lyft, United Taxi, and Wheelchair Transport to provide subsidized first- and last-mile transportation within Pinellas County. PSTA will cover up to $5 of your trip via Uber, Lyft, or United Taxi, and $25 off your trip via Wheelchair Transport. | Direct Connect currently operates in 26 locations across the county from 5:00 a.m. until 12:00 a.m., seven days a week, and can now be accessed via the Transit App. | [1] |
| **Public–Private Partnerships** | **GoMonrovia Lyft Pass**<br>GoMonrovia<br>(CA) | GoMonrovia Lyft Pass is a public-private transit program in partnership with Lyft. Passengers within the designated service area are eligible to utilize discounted Lyft rides, accommodating up to four passengers within the area. After creating a Lyft account, riders may apply the code "GOMONROVIA" as a Lyft pass. The passenger is responsible for paying the first $6.00, and GoMonrovia will cover up to $15.00 of the remaining fare. | The GoMonrovia Lyft Pass remains operational. During the fiscal year 2023-24, GoMonrovia completed a total of 162,310 trips, representing a 30 percent increase compared to 2022-2023. | [8] [9] |

| Service Model Type | Program / Agency (State) | Description of Structure and Operations | Status | Source |
|---|---|---|---|---|
| **Public–Private Partnerships** | **Southwest Prime** Southwest Transit (MN) | SW Prime is an on-demand, shared-ride microtransit service serving the Southwest Twin Cities area, allowing riders to request trips through a mobile app or by phone. The service is designed with a flexible implementation approach that tailors service to different trip needs through targeted programs and designated pickup and drop-off locations. This approach includes collaboration with major employment centers, commercial corridors, grocery retailers, and medical institutions to improve access and, in some cases, offer discounted or subsidized fares. SW Prime also incorporates optional connections to third-party rideshare services to expand coverage and enhance first- and last-mile mobility. | Southwest Prime launched in July 2015 and continues to operate today. Building on its partnership-based approach, the service introduced five autonomous vehicles to the SW Prime fleet in November 2024. These vehicles operate exclusively within a designated zone in Eden Prairie. Target wait time for all SW Prime service is 20 – 25 minutes. | [10] [11] |
| **Public–Private Partnerships** | **Click-and-Ride** Plymouth Metrolink (MN) | Launched in 2021, Click-and-Ride provides on-demand public transit service throughout Plymouth, with limited service available to select destinations outside the city. Trips to or from these designated external destinations must begin or end within Plymouth. The City of Plymouth contracts with First Transit to provide Click-and-Ride. | Click-and-Ride remains an active service. Service is available seven days a week, with hours varying by day. Riders can book trips on-demand or up to 30 days in advance using the Click-and-Ride mobile app, or by calling 763-559-5057. | [11] [12] |
| **Flexible Zone-Based Microtransit** | **AC Transit Flex** Alameda–Contra Costa Transit District (CA) | AC Transit Flex operates using small, accessible buses (ex. twelve-passenger) within designated zones in Newark, Castro Valley, and Fremont. The program has been established to replace low-ridership fixed routes while preserving ADA accessibility and Clipper Card fare integration. Trips are scheduled via a mobile application or call center and are dynamically routed in real time. | AC Transit Flex was introduced in 2016. However, due to the pandemic, the service was suspended and remains suspended while the district aims to restore service levels. | [13] |
| **Flexible Zone-Based Microtransit** | **SacRT SmaRT Ride** Sacramento Regional Transit District (CA) | SacRT SmaRT Ride employs a similar zone-based model in Sacramento County. Riders can use a smartphone app to request a ride within each specific zone. | SmaRT Ride was discontinued in December 2024. The service concluded due to insufficient funding, low ridership, and elevated operating costs. It was replaced by the SacRT Flex program in January 2025. To utilize SacRT Flex, riders are required to apply and register in advance. Eligibility is limited to seniors, individuals with disabilities, low-income persons, or applicants representing minors (ages 13 to 17) from low-income households. | [14] [15] |

| Status |
|---|
| Active Service |
| Service Suspended |

## 3.2 Technology and Operations

Dynamic routing and AI dispatch systems (Via, RideCo, TransLoc) enhance resource allocation. Mobile applications facilitate real-time trip management and integrated payment solutions. Private technology providers, including Via, RideCo, and TransLoc, have been at the forefront of this innovation by implementing real-time algorithms and demand-prediction tools that improve vehicle utilization and decrease customer wait times.

## 3.3 Funding and Governance

Subsidy caps in the $5 - $9 range have been adopted by many agencies; however, fare and subsidy structures across microtransit and TNC-partnership programs remain quite varied. Performance-based provisions are also frequently included in these contracts. Grants from the FTA MOD Sandbox and IMI programs can help offset early-stage costs for microtransit, particularly when services are deployed as part of broader integrated mobility strategies. Additionally, shared-cost agreements with municipalities and employers facilitate financial sustainability.

## 3.4 Equity and Accessibility

Inclusive features include phone booking, cash fares, ADA vehicles, and multilingual training. Community travel training and outreach are critical for Title VI compliance and user confidence.

## 3.5 Performance Metrics and Outcomes

Performance metrics offer tangible evidence of how microtransit systems operate in comparison to conventional fixed-route or demand-response services. Key indicators include trips per hour, subsidy per trip, technological platforms, and program outcomes.

## 3.6 Comparative Assessment

Comparative assessments allow agencies to evaluate the effectiveness of different design, technological, and governance strategies across various microtransit programs. Comparing these features side by side helps understand the conditions where specific service models perform best, whether that's focusing on cost efficiency, equity, technology integration, or regional scalability. The following table reviews the services described in Table 3-1 by indicators such as subsidy per trip, technological platforms, and program outcomes (where publicly shared). It also provides an analysis of key takeaways from each project, sharing lessons learned where applicable or relevant.

*Table 3-2. Summary of Microtransit Program Performance Metrics, Key Results and Lessons Learned*

| Service Model Type | Program / Agency (State) | Status | Subsidy per Trip | Technology | Key Results / Lessons Learned | Source(s) |
|---|---|---|---|---|---|---|
| **ADA Paratransit & Microtransit (operated via the same software)** | **SAM On Demand**<br>Sioux Area Metro<br>(SD) | Active | N/A | Via | SAM Transit is an agency that employs the same software for both paratransit and microtransit, enhancing overall network efficiency and resource utilization. This configuration can allow for the sharing of reservationists and dispatchers across multiple services, should such sharing be desired. Although training on service requirements remains necessary, utilizing the same software platform simplifies cross-training efforts and allows agents to efficiently handle bookings and dispatching for various services concurrently. | [16] [17] |
| **Employer / Destination Shuttles** | **COTA GREAT Shuttle Service**<br>Central Ohio Transit Authority<br>(OH) | Active | Free to all riders | N/A | A rider survey in 2017, conducted during a regional planning study, found that 56% of riders reported having no working vehicles at home, while 25% had one available. The service has been crucial in providing employees in the area with a safe means of commuting to and from work. | [6] [18] |
| **Public–Private Partnerships** | **PSTA Direct Connect**<br>Pinellas Suncoast Transit Authority<br>(FL) | Active | Up to $5 per trip for Uber, Lyft, or United Taxi | Transit App, Uber, Lyft, United Taxi, and Wheelchair Transport | In the initial pilot phase, Direct Connect was launched with four designated stops across two zones (Pinellas Park and East Lake), offering a $3 subsidy per ride. By January 2017, the program was expanded to eight designated stops across the county and the subsidy was increased to $5 per trip. This advancement enabled most riders to access nearby transit stops with an out-of-pocket expense of approximately $1. Today, Direct Connect has expanded to 26 locations across Pinellas County, supported by Uber, Lyft, United Taxi, and Wheelchair Transport. Current subsidies offer $5 off trips booked through Uber, Lyft, or United Taxi, and $25 off rides using Wheelchair Transport. The service operates daily from 5:00 a.m. to midnight, with discounts automatically applied through the Transit App, providing broad and consistent first- and last-mile mobility throughout the county.<br><br>Positive outcomes:<br>• 27% year-over-year growth in monthly ridership (7,211 trips vs. 5,666 last year)<br>• 23% increase year-to-date, rising from 58,981 to 72,360 trips<br>• Strong upward trend indicates expanding usage and growing rider awareness<br>• Service locations increased from 4 to 26 - a 550% expansion in designated Direct Connect stops across Pinellas County.<br>• Subsidy increased from $3 to $5 for standard rides - a 66% increase in the per-trip subsidy for Uber, Lyft, and United Taxi. | [19] [1] [20] |
| **Public–Private Partnerships** | **GoMonrovia Lyft Pass**<br>GoMonrovia<br>(CA) | Active | The passenger is responsible for paying the first $6.00, and GoMonrovia will cover up to $15.00 of the remaining fare. | Lyft App | The City of Monrovia launched GoMonrovia in March 2018, in collaboration with Lyft and LimeBike, offering subsidized on-demand ride-hailing and bicycle-sharing services. The GoMonrovia Lyft Pass continues to operate. During the fiscal year 2023-24, GoMonrovia completed a total of 162,310 trips, reflecting a 30 percent increase compared to the fiscal year 2022-2023. Furthermore, Monrovia Transit experienced an increase in its annual ridership, rising from 8,716 to 14,601. | [8] [9] [21] |
| **Public–Private Partnerships** | **Southwest Prime**<br>Southwest Transit<br>(MN) | Active | SW Prime offers a range of fare and subsidy options, including discounted fares for trips associated with partner institutions, reduced fares for essential trips such as grocery access, and fully subsidized fares for select medical trips, depending on the specific service and partnership. | SpareLabs | Key outcomes from SW Prime highlight the effectiveness of a partnership-driven service model. Collaborations with employers, commercial centers, grocery retailers, and medical institutions helped reduce fares for specific rider groups and, in some cases, fully subsidize trips, improving affordability and access. Partnerships also expanded vehicle availability and service flexibility by integrating multiple vehicle and driver providers, Transdev, May Mobility, and Lyft based on the needs of specific trip types, such as airport travel or localized service zones. Overall, SW Prime demonstrates how strategic partnerships can enhance mobility options while aligning service design, pricing, and capacity with community and institutional needs. | [10] [11] |
| **Public–Private Partnerships** | **Click-and-Ride**<br>Plymouth Metrolink Plymouth<br>(MN) | Active | Click-and-Ride fares are $3 per trip. | RideCo Inc | Launched in 2019, Click-and-Ride serves as an example of how on-demand, shared-ride transit can support community mobility when initiated through a transit operating budget. The service demonstrates the value of flexible service delivery and the use of contracted providers, such as First Transit for vehicles and drivers, to provide reliable transit operations. | [11] [12] |

| Service Model Type | Program / Agency (State) | Status | Subsidy per Trip | Technology | Key Results / Lessons Learned | Source(s) |
|---|---|---|---|---|---|---|
| **Flexible Zone-Based Microtransit** | **AC Transit Flex**<br>Alameda–Contra Costa Transit District<br>(CA) | Service Suspended | N/A | DemandTrans | AC Transit evaluated the viability of on-demand service in very low-density areas to see if it could maintain or lower costs while improving mobility and freeing resources for higher-frequency fixed routes. Conducted across two zones—one replacing a fixed route and the other adding to existing services - the pilot demonstrated high rider satisfaction but also highlighted clear productivity limitations that restricted its scalability. In 2018 an article was published by the Transit Center, that shared the following performance metrics regarding AC Transit Flex service:<br>**Positive outcomes:**<br>• Over 700 riders used AC Transit Flex, completing 23,000 trips, with 70% returning after their first ride.<br>• On-time performance improved despite dynamically changing routes.<br>• Rider satisfaction was notably high: 94% preferred Flex over restoring the fixed route, and 70% indicated they would increase their usage of AC Transit if Flex services were expanded.<br><br>**Performance challenges:**<br>• Productivity averaged 3 passengers per hour, less than half of the fixed route it replaced<br>• The reservation requirement reduced demand, with 40% more trips starting at BART (where no reservation was needed) than ending there (where one was required). This pattern indicates many riders avoided making reservations altogether. | [22] [13] |
| **Flexible Zone-Based Microtransit** | **SacRT SmaRT Ride**<br>Sacramento Regional Transit District<br>(CA) | Service Suspended | N/A | TransLoc (early SmaRT Ride pilot)<br>Via Transportation (later / primary vendor during mature operations) | SmaRT Ride was discontinued in December 2024. The service concluded due to insufficient funding, low ridership, and elevated operating costs. It was replaced by the SacRT Flex program in January 2025. To utilize SacRT Flex, riders are required to apply and register in advance. Eligibility is limited to seniors, individuals with disabilities, low-income persons, or applicants representing minors (ages 13 to 17) from low-income households. | [23] [24] |

# 4 Emerging Trends

## 4.1 Mobility-as-a-Service (MaaS) Integration

Mobility-as-a-Service (MaaS) platforms integrate planning, reservation, and payment processes across various transportation modalities within a single application. Notable examples include Dallas Area Rapid Transit's (DART) GoPass and Vamos Mobility in California's San Joaquin Valley. These platforms facilitate multimodal coordination, uninterrupted fare transactions, and comprehensive trip planning.

## Artificial Intelligence and Data-Driven Operations

AI-enabled platforms from Via, RideCo, and TransLoc support transit agencies by improving demand responsiveness, optimizing routing decisions, and identifying service gaps through data-driven planning and real-time analytics.

## 4.2 Regional Coordination and Interagency Partnerships

Regional coordination improves cost efficiency and enhances the user experience through the support of consistent branding and fare reciprocity. The implementation of shared procurement processes, standardization of data, and interagency collaboration contribute to the reduction of redundant administrative and technological costs. A notable example is the NEORide consortium spanning multiple Midwestern states.

## 4.3 Autonomous and Connected Vehicle Pilots

Emerging autonomous and connected vehicle pilots are currently evaluating the integration of microtransit services within controlled environments. The Bishop Ranch Shuttle in San Ramon, California, demonstrates that electric vehicles are capable of safely facilitating short, first/last-mile journeys. As illustrated below, the PRESTO Bishop Ranch Shuttle operated on a continuous loop from Monday to Friday, from 7:30 AM to 5:30 PM. This pilot program, running from February 2023 to July 2025, has offered more than 2,000 free rides to people in San Ramon [25]. These initiatives demonstrate the prospective potential for small urban transit systems to mitigate operator shortages and attain sustainability objectives, contingent upon the resolution of regulatory and liability concerns considerations.

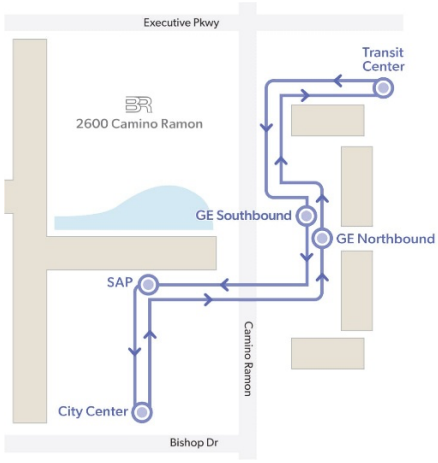



*Figure 4-1. PRESTO Bishop Ranch Shuttle Loop [26]*

## 4.4 Equity and Inclusion Innovations

Modern microtransit emphasizes inclusive design by offering various booking options, using cash and stored-value fare systems, and ensuring fleets are ADA-accessible. In addition, collaborations with the community and local organizations show that co-designed mobility efforts can effectively reduce social and geographic isolation, boosting trust and adoption. A notable example being the Green Raiteros program described in Section 5.3.

# 5 Targeted Applications and Regional Profiles

## 5.1 Fixed-Route Replacement Models

As agencies confront declining ridership and increasing costs on underperforming fixed routes, many are exploring on-demand microtransit as a strategic alternative. Replacing fixed routes allows agencies to maintain geographic coverage while providing more adaptable, customer-responsive services in low-density corridors. These models typically emerge in contexts where fixed routes attract fewer than ten boardings per hour, have limited first/last-mile connections, or exhibit overlapping paratransit coverage. The following examples illustrate how agencies have implemented replacement programs to improve efficiency, reduce subsidy costs per trip, and better align service supply with actual travel demand.

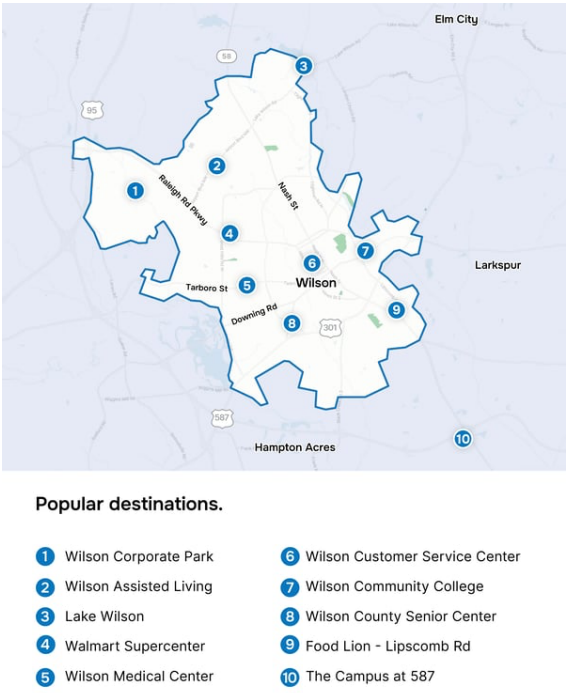



*Figure 5-1. Wilson, NC – RIDE by Via - Popular Destinations [27]*

*Table 5-1. Summary of Fixed-Route Replacement Microtransit Programs and Key Performance Outcomes*

| Agency / Location | Status | Program Description | Service Metrics / Outcomes | Source(s) |
|---|---|---|---|---|
| **RIDE** (by Via) Wilson, NC | Active | The city switched from a fixed-route bus network to a fully on-demand system operated by Via in 2020. An individual ride is $2.50. | A 2021 study indicated that Wilson's RIDE microtransit system averaged approximately 2,700 trips per week, compared to fewer than 1,400 trips per week on the fixed route service it replaced. The study also reported that the average wait time was approximately 15 minutes from the moment a rider books a trip until the vehicle's arrival. This duration was significantly shorter than the wait times associated with traditional dial-a-ride services, which often require 24 to 48 hours of advance booking. | [28] [29] [30] [31] |
| **Arlington On-Demand** (formally known as Via On-Demand) **Arlington, TX** | Active | Arlington transitioned from a single fixed-route line to a microtransit service operated by Via commencing in 2017. Fares are based on distance traveled. | By 2021, it was reported that the service had completed approximately 494,000 total rides since its launch. Overall, the agency has experienced a tenfold increase in public transit ridership since the site's launch. In December 2017, the agency started operations with an initial fleet of 18 vehicles in a designated reduced zone in Arlington. Since then, the fleet has increased to 53 vehicles, with plans to expand soon to 68 vehicles covering the entire city. Arlington has become the first city to operate entirely on microtransit. This example demonstrates how gradually expanding from a single corridor to the entire network can boost ridership, increase public awareness, and build institutional trust. | [28] [32] [33] |

Fixed-route replacements exemplify how on-demand microtransit can sustain coverage while significantly enhancing cost efficiency and customer satisfaction. The effectiveness hinges on transparent performance reporting, clear communication with riders during the transition process, and adaptive contracting strategies to refine service zones as travel patterns change. For small urban agencies, these case studies underscore the significance of phased implementation, multimodal integration, and flexible fare policies to guarantee equitable and financially sustainable results.

# 5.2 Microtransit for Students

## High School and District Applications

Student-centered mobility programs represent a notable and growing implementation of microtransit principles within the United States. These services use the same flexible, technology-enabled approach that supports public on-demand transit, including customized routing, smaller vehicles, and real-time tracking, to address the specific requirements of K–12 and higher education students. Programs like HopSkipDrive and EverDriven have direct contracts with school districts and sometimes other education agencies to provide transportation for students who cannot be served by traditional yellow-bus services.

### *HopSkipDrive*

HopSkipDrive, founded in Los Angeles in 2014, now serves over 600 districts and county education offices across 13 states, including California, Colorado, Texas, and Washington. Its centralized scheduling and tracking platform, RideIQ, offers real-time visibility to all individuals responsible for supporting the rider, which can be accessed via web, mobile application, or SMS. HopSkipDrive utilizes RouteWise AI to enhance routing software. This system assists in mitigating bus driver shortages by designing routes with high ridership potential, lowering emissions through monitoring carbon impact, and rerouting to more efficient paths when feasible. Additionally, it facilitates effective planning by incorporating school-specific details such as bell schedules times.

HopSkipDrive can fill transportation gaps that conventional services often miss. It allows for trips to be scheduled just a few hours in advance, supporting youth experiencing homelessness and those in foster care, especially during sudden placement changes and helping districts meet McKinney-Vento requirements. This quick response eliminates transportation barriers that could prevent students from staying in their original schools. Such flexibility helps maintain school stability, reduces attendance gaps, and minimizes disruptions for students during stressful transitions.

### *EverDriven*

Similarly, EverDriven Technologies, founded in the early 2000s in Orange County, California, and now headquartered in Colorado, provides transportation for students across hundreds of school districts. It currently operates in 36 states. EverDriven utilizes their District Portal as a centralized platform to enable school districts to request and manage Alternative Student Transportation efficiently. The portal provides flexible scheduling tools and vital insights. EverDriven reports that 90% of trips arrive within 5 minutes of schedule, and 99.63% of trips were completed successfully in the last 12 months.

These programs collectively demonstrate how microtransit concepts such as on-demand routing, smaller vehicles, and data-guided service management can transform student transportation. Both systems illustrate that flexible contracting and technological oversight can broaden access for students with specific needs and minimize administrative burdens for districts.

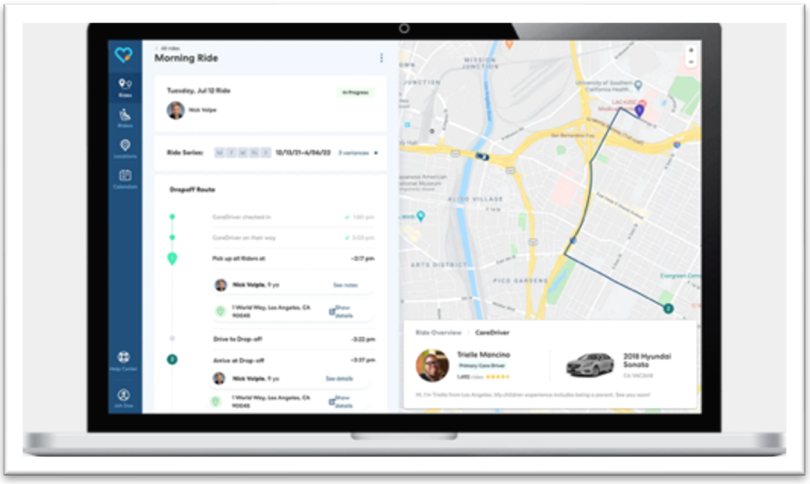



*Figure 5-2. HopSkipDrive's Website – RideIQ [34]*

## Higher-Education Applications

In the postsecondary environment, universities have adopted microtransit and multimodal services to enhance campus mobility and safety. For instance, the University of Southern California offers Lyft Rides free to current students, faculty, and staff, though these rides are limited to specific zones and must be requested within set time frames. The University of California San Diego has partnered with Transloc to implement advanced fixed-route technology, while Spin provides e-bike and e-scooter sharing services. Additionally, UC San Diego has partnered with Lyft to offer on-demand late-night transportation, with a maximum of $10 per ride. Each quarter, students receive a set number of $10 ride credits for late-night trips starting or ending on campus.

These programs demonstrate the versatility of on-demand transit concepts across diverse educational settings, rendering them particularly pertinent for small-urban college towns where demand is spread out and resources are constrained. Microtransit-style student transportation highlights the potential of technology, flexible contracting, and tailored service design to promote equity and efficiency in both K–12 and higher education systems.

## 5.3 Migrant and Agricultural Worker Mobility

Microtransit and community-based mobility initiatives have become essential tools for improving access within agricultural regions where traditional fixed-route transit systems are inadequate. In California's Central Valley and similar rural regions, migrant and seasonal farmworkers often face significant distances to work sites, facing limited public transportation options along with challenges related to language and digital literacy. As a result, local nonprofits, community organizations, and public agencies have established flexible, equity-focused mobility programs designed to meet the specific travel patterns and needs of these populations. The following table offers examples of prominent migrant-focused and agricultural worker transportation programs, highlighting their operational models, important lessons, and key insights relevant to microtransit implementations in rural areas with specific demographic needs.

*Table 5-2. Summary of Migrant and Agricultural Worker Mobility Programs and Key Lessons Learned*

| Program / Location | Status | Program Description | Key Lessons / Takeaways | Source(s) |
|---|---|---|---|---|
| **Green Raiteros**<br>Huron, CA | Active | Launched in 2018, the Green Raiteros program shows how community-led efforts and electric vehicles can improve mobility access, cut emissions, and build trust within farmworker communities. The initiative is based on Huron's historic raiteros system, an informal network where trusted community members provided essential rides for farmworkers, ensuring that new mobility services stay culturally relevant and rooted in community traditions. By formalizing this informal but important Indigenous rideshare network, Green Raiteros provides a modern, sustainable version of a deeply rooted tradition. | Green Raiteros demonstrates that community-driven models can effectively address rural transportation inequities by respecting local history and social dynamics. Utilizing trusted community networks facilitates the rapid adoption of new services, while integrating these networks with environmentally friendly transportation technologies can yield social and environmental advantages. The program indicates that rural mobility solutions can achieve optimal success when they incorporate cultural relevance, community trust, and sustainability from the beginning. | [35] [36] [37] |
| **CalVans (California Vanpool Authority)**<br>(formally known as Agricultural Industries Transportation Services, AITS)<br>CA | Active | AITS began in 2002 as a pilot project to provide safe and reliable transportation for agricultural workers. After regulatory updates and a federal agreement in 2016, the program was integrated into CalVans as its dedicated agricultural and farmworker vanpool model. The promising pilot grew into a permanent program once it was officially established as a statewide-regulated and regionally managed system, which has been able to offer ongoing support for the mission. | The program demonstrates how integrating a cooperative governance model within a statewide-regulated, regionally managed framework can create a service that is both scalable and sustainable. | [38] |

These programs collectively highlight the importance of community trust, cultural competency, and flexible service design in improving mobility for migrant and agricultural workers. Electrified fleets, supported by environmental and sustainability grants, further enhance cost efficiency and resilience. These models demonstrate that community engagement can significantly contribute to the success of microtransit programs.

## 5.4 Microtransit in California's Central Valley

California's Central Valley has emerged as a prominent area for testing and expanding microtransit initiatives within small urban and rural settings. The region's extensive geography, agricultural sector, and scattered population hubs provide optimal conditions for adaptable, technology-driven service models. Several regional agencies and joint powers authorities have initiated on-demand programs or undertaken feasibility studies to evaluate how microtransit can address first- and last-mile connectivity and link low-density regions. The table below shows several Microtransit Programs at different development stages, from initial planning and feasibility assessments to active service operation.




*Figure 5-3. San Joaquin Regional Transit District (RTD) – Van Go! [39]*

*Table 5-3 Summary of Microtransit Programs and Regional Coordination Efforts in California's Central Valley.*

| Agency / Location | Status | Program Description | Key Lessons / Takeaways / Service Updates | Source(s) |
|---|---|---|---|---|
| **Van Go!** San Joaquin Regional Transit District (RTD) (CA) | Active | Van Go! is a pilot rideshare service accessible via app. Bookings can be made through a smartphone or computer. It's designed to connect underserved areas, including rural San Joaquin County, offering flexible trips such as social outings, shopping, and casual trips. Since vehicle availability is limited, the service functions on a first-come, first-served basis. Riders pay $4 per person for the initial 5 miles and $0.50 for each additional mile | Van Go! demonstrated that on-demand transit can enhance regional mobility in low-density regions; however, it encountered challenges with low ridership and elevated operating costs in urban areas. Consequently, the service has been scaled back to concentrate on rural trips where it provides the greatest value and operates more sustainably. | [40] [41] [42] |
| **Dial-A-Ride** Kern Transit (CA) | Active | Reservation-based, curb-to-curb demand-responsive service provided by Kern Transit in various communities throughout Kern County. Passengers are required to call in advance to reserve their trips, and the service is limited to designated service areas only. | Kern Transit is currently implementing Mobility by Ecolane, which will enable online scheduling and real-time availability for Dial-A-Ride and associated services. Kern Transit illustrates how beginning with basic microtransit features such as reservation-based, curb-to-curb trips bookable only by phone can help an agency both acclimate to operating the service and better understand and refine rider needs. As the agency gains experience, it can gradually integrate additional elements, such as technology that enables online scheduling and real-time availability. This phased approach supports a smooth transition while building a stronger understanding of passenger needs and enhancing service over time. | [43] [44] [45] |
| **Regional Microtransit Feasibility Study** Fresno Council of Governments (Fresno COG) (CA) | N/A | The Regional Microtransit Feasibility Study (2023) was conducted to evaluate whether microtransit could be a viable and sustainable model for local transportation in select areas of the County. | The study evaluates 12 potential microtransit opportunity zones to determine their feasibility for microtransit operations. Conducting a feasibility study prior to the implementation of microtransit is essential to ensure that the service is appropriately tailored to community needs, operationally viable, and financially sustainable | [46] |
| **Visalia Connect** City of Visalia / Visalia Transit | Active | Visalia Transit launched Visalia Connect in June 2025, providing a flexible microtransit service across Visalia through a mobile application. The service operates within a single zone for a fee of $5 per trip per person. during the same hours as Visalia Transit's fixed routes to ensure consistency and coverage across the city. Its primary objective is to supplement the existing public transportation system by enhancing mobility options, particularly in regions with limited fixed-route services or for passengers requiring greater flexibility. | Visalia illustrates how microtransit can serve as a complementary layer within an existing transit system instead of operating as a separate service. By aligning service hours and implementing a straightforward fare system, the agency offers a smooth and user-friendly experience for passengers. This strategy shows how transit agencies can increase coverage and flexibility while supporting, rather than competing with, fixed-route services. | [47] |

For smaller urban agencies, these efforts emphasize the importance of feasibility planning, regional coordination, and adaptable vendor partnerships to promote equitable and affordable mobility. Additionally, these programs demonstrate that understanding rider needs and careful planning are crucial for successful implementation. Regular performance assessments are also key to determining whether scaling operations up or down is necessary to meet shifting community demands.

# 6 Conclusions and Recommendations

## 6.1 Key Findings

Microtransit has emerged as a crucial element within the modern mobility landscape, especially in small urban and suburban areas where traditional fixed-route services often struggle to meet coverage and efficiency goals. A review of national studies, federal research, and regional case studies shows that, when carefully planned and well-managed, microtransit can dramatically improve accessibility, cost-effectiveness, and rider satisfaction. Several consistent themes emerge throughout the research and programs reviewed, as well as across established industry standards.

- **Defined service zones tailored to community demand.**
  Clearly defining service zones and operating hours based on demand data is essential for creating an effective service. Setting geographic boundaries and service hours through data analysis prevents oversaturation and ensures vehicles remain productive throughout the day.

- **Robust technology supporting dynamic dispatch and data monitoring.**
  Real-time routing, automated scheduling, and integrated performance dashboards enable agencies to effectively manage demand fluctuations, monitor wait times, and track productivity metrics. Furthermore, these systems facilitate simplified reporting and contract management more easily.

- **Inclusive design emphasizing accessibility.**
  Programs that integrate mobile application booking with telephone and cash payment options guarantee equitable access for older adults, individuals without smartphones, and those with limited English proficiency. ADA-compliant vehicles and integrated paratransit systems continue to be fundamental to compliance with Title VI and adherence to universal design principles.

- **Transparent, performance-based partnerships.**
  Agencies that mandate regular data reporting can implement evidence-based adjustments, thereby enhancing accountability and value for money. Contracts with technology providers commonly define and monitor performance metrics such as cost per passenger, per vehicle hour, and shared ride rate. These metrics are used to evaluate vendor performance and inform contract renewal, expansion, or termination decisions, effectively aligning technology partnerships with measurable service outcomes.

- **Regional collaboration and interoperability.**
  Multi-agency partnerships such as NEORide facilitate joint procurement, standardized branding, and integrated fare collection systems. These strategies enhance cost efficiency, minimize administrative redundancy, and provide a more cohesive experience for passengers traversing different jurisdictions.

Overall, these findings show that microtransit is not just a temporary solution but can serve as a sustainable alternative or complement to fixed-route systems when designed with community needs, performance data, and equitable access principles in mind.

## Policy and Implementation Recommendations

Transitioning from pilot projects to long-term operations requires careful policy alignment, performance tracking, and often regional collaboration. The following suggestions aim to assist small-urban transit agencies, MPOs, and partner jurisdictions in planning and implementing sustainable microtransit services. It is crucial to set measurable service goals and performance metrics. Establish clear benchmarks for ridership, trip cost, wait times, and customer satisfaction before launching. Monitoring these indicators allows agencies to assess performance and support ongoing investment. An examination of relevant research and comparable programs highlights several core principles, as described below:

- **Prioritize inclusivity and accessibility.**
  Maintain multiple booking channels, including telephone and in-person options, and guarantee the availability of ADA-compliant vehicles are available in all zones. Incorporate cash acceptance and multilingual outreach from the outset to promote equitable participation.

- **Leverage regional partnerships for technology and branding.**
  Shared platforms and cooperative procurement models lower technology costs and promote interoperability among agencies. Regional integration also makes travel easier for riders crossing service boundaries.

- **Align microtransit with education, workforce, and social service programs**
  Engage with school districts, colleges, and workforce development agencies to co-finance or coordinate mobility programs. These collaborations enhance access to essential destinations while distributing costs among multiple funding sources.

- **Adopt open data and interoperability standards.**
  Implement data formats to enable real-time tracking, performance monitoring, and integration with regional mobility platforms. Using open data standards promotes transparency and ensures consistent long-term planning.

- **Incorporate environmental and sustainability goals.**
  Pursue opportunities to upgrade fleets via collaborations with utility providers and environmental funding initiatives. Electric and hybrid vehicles decrease operating expenses and adhere to state and federal carbon reduction objectives.

- **Use phased implementation to balance innovation and risk.**
  Commence with restricted pilot zones or specific corridors, expanding services only upon reaching established performance benchmarks. Phased development enables agencies to refine technology, governance, and communication strategies prior to broader implementation.

- **Communicate performance transparently to stakeholders.**
  Regularly publish key performance indicators and public dashboards to foster accountability and enhance community trust. Transparent reporting guarantees alignment between service outcomes and policy objectives.

In conclusion, microtransit demonstrates a practical, flexible, and scalable approach for small-urban transit systems seeking to modernize. The experiences of different agencies across the United States show that success depends not only on technology but also on how agencies set goals, work with partners, and create inclusive service models. By grounding innovation in clear performance metrics, equity principles, and regional collaboration, microtransit can serve as a sustainable base for resilient, interconnected, and community-centered public transportation.

## 6.2 Relevance to Madera

Madera operates within a small urban service area characterized by dispersed travel patterns, moderate demand densities, and an increasing necessity for adaptable, first- and last-mile mobility solutions. The findings of this report are relevant to Madera's ongoing initiatives to improve current demand-response services and to further support mobility within the region. Insights from peer systems suggest that strategies such as zone-based microtransit, integration with existing paratransit and fixed-route networks, and the implementation of shared technology platforms may offer potential advantages that warrant further investigation. It is recommended that Madera evaluate these and other service models, analyzing how on-demand approaches could complement existing operations. Collaboration with regional partners, including neighboring transit agencies, metropolitan planning organizations (MPOs), and educational or workforce institutions, should also be considered to coordinate technological investments and leverage funding opportunities. An ongoing assessment of these strategies would enable Madera to make informed decisions regarding the deployment of flexible, data-driven mobility services aligned with its long-term goals of efficiency, accessibility, and community-oriented transportation.

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# Appendix C. Outreach Summary Report

# Madera Microtransit Feasibility Study

## Outreach Summary Report

### City of Madera

April 2026


MADERA
METRO
THE WAY TO GO

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# Overview

The Madera Metro Microtransit Feasibility Study Engagement Plan was a comprehensive strategy designed to involve residents, stakeholders, and transit users in shaping the future of public transportation in Madera, California. Developed in August 2025, the plan outlined a multifaceted, multilingual approach to community engagement that included surveys, open houses, pop-up events, digital outreach, and partnerships with community organizations. The goal was to assess the feasibility of implementing a microtransit system that addressed service gaps, optimized cost-effectiveness, and improved user satisfaction while ensuring that the diverse needs and perspectives of Madera's approximately 110,000 annual transit riders were integrated into the final study recommendations. Through strategic messaging, inclusive outreach tactics, and a timeline that extended from August 2025 through March 2026, the engagement plan sought to build awareness, gather meaningful feedback, and foster collaborative decision-making in developing an adaptable and responsive transit system for the community.

flexlynqs

# Outreach Summary Report Outline

## Executive Summary

- Purpose of the outreach effort
- Key findings and themes
- Summary of participation metrics

# Background

The City of Madera conducted a study of the current Madera Metro and Dial-A-Ride services to identify areas for improvement, evaluate cost-effectiveness, and ensure transit options met the needs of the community. Madera Metro operated up to 18 twenty-passenger buses, offering four fixed routes on a set schedule and an on-demand option called Dial-A-Ride (DAR). The DAR program had five buses available during the week and one on weekends, with ADA Paratransit service providing curb-to-curb transportation through three vans during the week and one on weekends. Combined, these services supported about 110,000 riders each year.

Madera Metro, in collaboration with Flexlynqs, Ontra Mobility, and Bodewell Group to conduct a microtransit feasibility study aimed at delivering a more convenient, reliable, and rider-centered transit experience for the community. The study also assessed the feasibility of introducing a microtransit service, aiming to address service gaps, improve cost-effectiveness, and boost rider satisfaction, ultimately creating a more flexible and responsive transit system for the community.

The City invited residents to participate in public events and complete surveys to share their thoughts and ideas, as input was essential to evaluating Madera Metro and Dial-A-Ride services to improve cost-effectiveness and meet the community's evolving needs.

## Goals and Objectives

- Conducted comprehensive surveys to gather input from the public and key stakeholders, allowing them to express their preferences regarding different types of transit/mobility and to explain the reasons behind their preferences.
- Built awareness and educated the public about the development process and advantages of the Microtransit Feasibility Study.
- Integrated relevant community feedback into the development process of the final Microtransit Feasibility Study.

## Outreach Approach and Methods

### Multilingual and Equity-Focused Strategies

The engagement plan focused on equity and inclusivity to ensure that Madera residents, especially those from underserved and traditionally underrepresented communities, had meaningful opportunities to participate. To gather input, the City hosted a workshop and an information session, set up pop-up booths, distributed surveys, and provided outreach in multiple languages and accessible formats. This approach ensured that residents could contribute to the future of Madera's transit system.

All outreach materials, including flyers, social media posts, surveys, and digital content, were produced in both English and Spanish to reflect the linguistic diversity of the community. The project website and virtual engagement hub also offered bilingual access, and interpretation services were made available at public events. The study's online presence, including surveys for both outreach phases, was offered in both English and Spanish to maximize accessibility.




Equity was woven throughout the engagement approach, with particular attention paid to reaching low-income communities, seniors, individuals with disabilities, youth, and other groups that might have faced barriers to participation. By offering a hybrid (in-person and virtual) meeting format and conducting outreach at community gathering places, the team worked to reduce obstacles and ensure diverse voices shaped the study's recommendations.

# Engagement Activities

## Promotion of Outreach

The surveys and outreach events were promoted through multiple e-blasts to community partners, social media posts on City of Madera and Madera Metro Meta pages, and flyers posted on transit buses. The interactive pop-up booth events were conducted in venues where people were ready to gather, such as the Madera Flea Market, El Toro Loco Market, the Frank A. Bergon Senior Center, and the Pan American Community Center.

Social media posts were designed to encourage the general public to complete the survey. Posts and visuals targeting the City of Madera region were developed in multiple languages to promote equity. Bilingual e-blast content was developed to share event information and project details with a broad range of stakeholders across the City of Madera. Targeted local businesses in high-traffic areas on the east side of the City of Madera.




To support project messaging and draw attention to the effort, the team prepared a suite of collateral materials. The team focused on ensuring these were written in an easy-to-understand way with minimal technical text, so the public was able to authentically engage and provide input. Collateral materials included, but were not limited to flyers, surveys, and displays. All materials were developed in English and Spanish. A press release was sent to the Madera Tribune and Big Valley News to inform the public about the hybrid workshop held on March 3, 2026.

The Madera Community College informational session was scheduled for Thursday, February 19, 2026, at 11:00 AM in hybrid format (in-person + virtual) in the Multipurpose Room. The College distributed flyers, posted on campus TV screens, and leveraged student groups for outreach.

To maximize the reach of outreach efforts and increase accessibility, the team prepared an interactive, multilingual virtual engagement hub on Social Pinpoint or a similar platform. The team brought the City's feasibility study—including information on each proposed option and feedback opportunities—to life in a visually digestible and impactful way. Site features included project overview, announcements, surveys, and outreach opportunities. This website drove public participation to bring in ample feedback to be considered in the final assessment of the study.

## Stakeholder Engagement

In-person meetings with City Council members were held in September to gather information on current systems and community needs.

*Table 1. Stakeholder Engagement Schedule*

| CITY OFFICIALS | DATE |
|---|---|
| Mayor Cece Gallegos | 9/22/25 |
| Council member Anita Evans | 9/22/25 |
| City Manager Arnoldo Rodriguez | 9/22/25 |

| CITY OFFICIALS | DATE |
|---|---|
| Councilmember Rohi Zacharia | 9/22/25 |
| Councilmember Jose Rodriguez | 9/23/25 |

## Feedback Received

- Dial-A-Ride Services
  - Dial-A-Ride works well, but availability is limited.
  - There is a need to expand service hours.
  - The senior community is a primary user of Dial-A-Ride services.
  - More services are needed overall.
- Safety & Rider Experience
  - Driver schedules are tight, and drivers tend to drive fast.
  - Do riders feel safe and secure on the transit?
  - The drop-off and pick-up location at the hospital is a busy and frequently used stop.
  - Riders should be given a grace period to catch the bus.
- Infrastructure & Accessibility
  - Some transit stops need better shelters and seating.
  - Ensure all amenities are ADA compliant.
  - Are stops located in the right places?
- Service Coverage & Frequency
  - More frequent services are needed for the east side of town.
  - A fixed route is preferred.
  - Better accuracy of bus arrival times is needed.
- Awareness & Outreach
  - It is difficult to get people to understand that the service is free.
  - The food bank is a potential source for distributing information.
  - Connect with the school district to distribute information.
  - A swap meet is a good location for gathering feedback.
- Ridership Observations & Questions
  - Parents sometimes use taxis to send high school students to school.
  - How do college students use the transit services?
  - Empty buses are noticed driving by.
  - Is there a social stigma that needs to be addressed when it comes to riding the bus?

# Phase One Community Outreach

## Pop-Up Events

The pop-up events successfully attracted a diverse array of participants, offering them the opportunity to actively engage with the project team. Attendees varied from community members who wanted to learn more about the initiative to individuals who took the time to complete the survey. These events provided a venue for interaction, allowing participants to ask questions, share feedback, and contribute valuable insights that would shape the project's future.

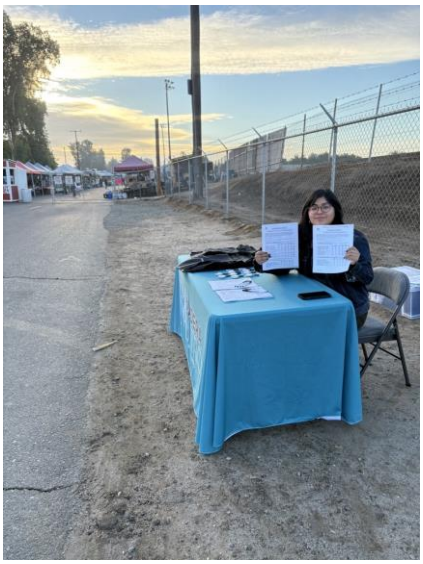


*Table 2. Schedule of Pop-Up Events*

| LOCATION | DATE | TIME | # PARTICIPANTS |
|---|---|---|---|
| Pan American Community Center | October 22, 2025 | 11 am – 12 pm | 14 |
| Frank A. Bergon Senior Center | October 23, 2025 | 11 am – 12 pm | 13 |
| Madera Flea Market | October 26, 2025 | 8 – 10 am | 27 |
| El Toro Loco Market | December 4, 2025 | 3 pm – 4 pm | 6 |

## Community Verbal Commentary/Feedback Received

- I live far from the main road/bus route.
- I have my own vehicle.
- Mother stated that because she was late to pick daughter from school the daughter took the bus and was given drugs and was hospitalized. (Since she didn't have an alternative way to get home the mother believes it left her vulnerable and allowed more time for her to get into trouble.)
- Thank you for improving transportation.

- Please provide a ramp for 3 wheelers in case. More bus stops need to have shelters or areas for warm weather, while we are waiting.
- The bus driver left a person running.
- Dial-a-ride is helpful when you live far. Three dollars is a lot to make it a dollar ride.
- There are more frequent bus stops so I wouldn't have to wait so long for a bus.
- More physical maps.
- The bus didn't arrive on time, and I had to pay $20 for a taxi to send my daughter to HS and that was very expensive for me.
- The bus driver was not Hispanic, and I needed to ask questions, and they couldn't help me. Bus routes changed and I don't know which bus to take. The bus also doesn't take direct routes to the areas I need to go to.
- Sometimes when I am waiting at a bus stop, the buses just drive by without stopping. I'm not sure if they were supposed to stop for me or not.

# Madera Metro and Dial-A-Ride Survey

Surveys were distributed through eblast to stakeholder contact lists, posted on the project website with links to the City of Madera website, linked to printed material through QR codes. The City of Madera conducted a Microtransit Feasibility Study in 2025, collecting 66 surveys from various community locations to understand transportation usage, perceptions of the Madera Metro bus service, and desired transit improvements. The study gathered insights from English and Spanish speakers, as well as a college student survey, highlighting key challenges and preferences regarding public transit in Madera.

## Survey Results

### *In a typical week, which types of transportation do you or members of your household use?*

| EVALUATION | RESULT |
|---|---|
| Most common response | Personal vehicle, used far more than any other transportation type across all trip purposes. |

### *What do you think of the Madera Metro transit service?*

| EVALUATION | RESULT |
|---|---|

| | |
|---|---|
| Overall sentiment | Respondents most frequently selected "Unsure" when evaluating Madera Metro service. For several items, such as travel times, feeling safe, and overall satisfaction, "Unsure" appears as the dominant category. Other positive responses like "Almost always" and "Often" are also common, but generally less frequent than "Unsure." Most bus users say that they feel safe and view the service as convenient. |

## *If you do NOT use the Madera Metro bus service, why not? (Check all that apply)*

| EVALUATION | % |
|---|---|
| Infrequent service | 40.68% |
| Doesn't go close enough to where I travel | 43.18% |
| It takes too long to travel by bus | 21.37% |
| Buses are too crowded | 7.05% |
| I don't know what bus to take | 37.96% |
| Bus routes aren't direct enough | 23.87% |
| Doesn't operate the hours/days I need to travel | 12.05% |
| Would not feel safe and secure on public transit | 2.50% |
| Would not take transit under any circumstances | 2.28% |
| Other | 14.32% |

## *Transit/mobility improvements I would like to see (Top 3)*

| EVALUATION | % |
|---|---|

| | |
|---|---|
| Better information on how to use Madera Metro | 66.77% |
| Expanded weekend service | 40.37% |
| Later weeknight service | 33.85% |
| Earlier weekday morning service | 6.52% |
| On-demand microtransit / ride hailing service | 8.30% |
| More bus stops | 38.43% |
| More frequent bus service | 10.87% |
| More shelters or benches at bus stops | 25.55% |
| More direct service | 25.78% |
| Fewer transfers required | 3.96% |
| Mobile phone app for real-time information | 22.36% |
| Wi-Fi/wireless Internet on the bus | 11.50% |
| Better bus service to specific locations | 1.79% |
| Other | 3.96% |

## *How many people live in your household?*

| HOUSEHOLD SIZE | % |
|---|---|
| 0 members | 5.00% |

| | |
|---|---|
| 1 member | 55.22% |
| 2 members | 18.00% |
| 3 members | 2.00% |
| 4 members | 2.00% |
| 5 members | 2.00% |
| More | 0.00% |

### *How many cars or SUVs?*

| VEHICLES | % |
|---|---|
| 0 vehicles | 5.00% |
| 1 vehicle | 60.00% |
| 2 vehicles | 35.00% |

## Community Survey — Open-Ended Comments

- It's difficult to move around town for groceries and doctor appointments when the car is not working.
- I would like free services or rides for elderly or the community to and from appointments and a phone number to call and they can pick them up at their door.
- My mom takes the bus to her doctor's appointments because she doesn't drive… She often tells me how unreliable the bus is—sometimes she has to walk across town.
- I think that all of the transit agencies in Madera County should consolidate into one system, like Merced County has. It doesn't really make sense to have three different operators in a county as small as ours. A consolidated transit system offers significant benefits including operational and cost efficiency, better regional and long-term planning, and a seamless experience for riders.

- The bus doesn't come on time. My daughter's school starts at 8:30am and there have been times she's taken the bus and has been late to school. There have been times we have to call a taxi, and it is too expensive.
- The only thing is we need shelter out of the rain and cold while we are waiting!
- More information should be out there for the public. I am unsure where to access that information.

## College Student Survey

- Are you a full-time or part-time student?
  - 7 out of 11 are full-time students.
- Do you have a driver's license?
  - 4 out of 11 hold a driver's license.
- If yes, do you have a vehicle available daily?
  - 7 out of 11 do not have a vehicle available. 1 out of 11 has a vehicle and 3 did not respond.
- What days of the week do you typically have classes?
  - 8 out of 11 have classes on Monday, Tuesday, and Wednesday. 7 out of 11 have classes on Thursday and 2 our of 11 have classes on Friday.
- What hours of the day do you typically have classes?
  - Students have classes **across all hours of the day**, from early morning through late evening. An all-day service window with special attention to the 8 a.m. - 12 p.m. peak.
- How do you currently travel to and from college?
  - 9 out of 11 are drop off / pick up by parent, guardian, or other family member
  - 3 out of 11 drive alone or with passengers
  - 1 out of 11 ride with friend(s)
  - 4 out of 11 ride a Madera Metro or Dial-A-Ride transit bus - Purple Line / Route 1
  - 2 out of 11 ride a Madera Metro or Dial-A-Ride transit bus - Green Line / Route 3
  - 1 out of 11 ride Madera County Connection (MCC)
  - 2 out of 11 take a taxi, Uber/Lyft, or similar transportation service
- Where do you usually go when you leave college after your last class?
  - Among those responding, homeward travel dominates with 10 responses, with 3 staying at the college for after class activities, 1 goes to another location and two people responded with other indicating work, errands, and appointments.
- When do you normally leave college property after class?
  - 3 leave within 15 minutes after last class, 5 stay up to one hour after last class, with 1 staying one to two hours after last class and 2 staying two hours or more after last class.

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*Please indicate if you agree or disagree with the following statements.*

| STATEMENT | AGREE | NOT SURE | DISAGREE |
|---|---|---|---|
| I feel safe riding Madera Metro | 72.7% | 18.2% | 9.1% |
| Prefer fixed route & schedule | 72.7% | 27.3% | 0.0% |
| Prefer on-demand (app/call) | 90.9% | 9.1% | 0.0% |
| Bus = hang out with friends | 27.3% | 54.5% | 9.1% |
| Bus gives greater independence | 81.8% | 18.2% | 0.0% |
| Parent/guardian would NOT want me to ride | 9.1% | 18.2% | 72.7% |

*What do you think of the Madera Metro transit service?*

| ATTRIBUTE | ALMOST ALWAYS | OFTEN | UNSURE | NOT VERY OFTEN | ALMOST NEVER |
|---|---|---|---|---|---|
| Service is convenient & easy to use | 33.3% | 44.4% | 11.1% | 0.0% | 11.1% |
| Travel times are reasonable | 11.1% | 55.6% | 11.1% | 11.1% | 11.1% |
| I feel safe on Madera Metro | 44.4% | 33.3% | 11.1% | 0.0% | 11.1% |
| Info is readily available | 44.4% | 22.2% | 22.2% | 0.0% | 11.1% |
| Madera Metro is punctual | 0.0% | 44.4% | 44.4% | 11.1% | 0.0% |
| Transfers are convenient | 33.3% | 33.3% | 22.2% | 0.0% | 11.1% |

| ATTRIBUTE | ALMOST ALWAYS | OFTEN | UNSURE | NOT VERY OFTEN | ALMOST NEVER |
|---|---|---|---|---|---|
| Overall satisfaction | 33.3% | 33.3% | 22.2% | 0.0% | 11.1% |

## *If you do NOT use the Madera Metro bus service, why not?*

| ATTRIBUTE | RESPONSES |
|---|---|
| Infrequent service | 36.4% |
| It doesn't go close enough to where I travel to and from | 27.3% |
| It takes too long to travel by bus | 18.2% |
| Buses are too crowded | 9.1% |
| I don't know what bus to take | 0.0% |
| Bus routes aren't direct enough | 27.3% |
| Madera Metro doesn't operate the hours of the day or the days of week that I would want to travel | 9.1% |
| I would not feel safe and secure on public transit or waiting for transit would not feel safe and secure on public transit or waiting for transit | 0.0% |
| I would not take transit under any circumstances | 0.0% |

## *Which improvements would encourage you to ride the Metro bus system?*

| ATTRIBUTE | RESPONSES |
|---|---|
| Better information on how to use Madera Metro Bus Service | 45.5% |

| | |
|---|---|
| A mobile phone app for real-time information | 63.6% |
| Wi-Fi/wireless Internet access on the bus | 27.3% |
| Weekend service | 36.4% |
| Later weeknight service | 45.5% |
| Earlier weekday morning service | 36.4% |
| On-demand service like a taxi, Uber/Lyft, or similar transportation service (concept of subsidized, shared-ride sedan or van service requested through a Smart phone, tablet app, or telephone) | 36.4% |
| More bus stops | 54.5% |
| More frequent bus service | 45.5% |
| More shelters or benches at bus stops | 36.4% |
| More direct service / fewer transfers required | 54.5% |

## College Student Survey Open-Ended Comments

- Being able to take a bus to MCC would be very impactful for me and others in the future, however they do not make stops outside Madera. If the bus were to take passengers in Fresno, it would make it easier for students to go to in person classes.
- I feel safe riding the metro bus but I wish it would come on time… sometimes it comes 30 [minutes] to 1 hour late. Which sometimes I'm late to class because the Metro bus is my only ride to school.
- I have to drive four hours every school day to get to college, and the bus stops by my house, however, it doesn't stop at my school.

## High School Student Survey

- Which school do you attend?

    - 2 out of 4 selected “Madera South High School”. 2 out of 4 selected “Madera High School”.
- What grade are you in?
    - 1 - 9th
    - 1- 10th
    - 2 11th.
- Do you have a driver’s license?
    - 2 out of 4 responded indicated they did have a driver’s license.
- If yes, do you have a vehicle available daily?
    - 2 out of 4 selected “No”.
    - 2 out of 4 selected “No response”.
- How do you currently travel to and from school?
    - Respondents chose the options to “Walk, be Dropped off or picked up by a parent, guardian, or other family member, or Ride with friends”.
- Where do you usually go when you leave school in the afternoon?
    - Respondents selected the “Go directly home, Stay at school for after-school activities, or Go to another location for after-school activities” options.
- When do you normally leave school property after dismissal bell?
    - All respondents stated they leave within 15 minutes after the bell.

*Please indicate if you agree or disagree with the following statements.*

| STATEMENT | AGREE | DISAGREE | NO RESPONSE |
|---|---|---|---|
| I feel safe riding the Madera Metro transit bus | 50.0% | 25.0% | 25.0% |
| I would prefer a fixed route/schedule with posted stops | 50.0% | 25.0% | 25.0% |
| I would prefer a flexibly scheduled on-demand bus | 50.0% | 25.0% | 25.0% |
| Riding the bus would let me hang out with friends | 0.0% | 25.0% | 75.0% |
| Using the bus would give me greater independence | 75.0% | 0.0% | 25.0% |
| My parent/guardian would not want me to ride the bus | 25.0% | 75.0% | 0.0% |

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## *If you now use Madera Metro bus service or have used it in the past, what do you think of the transit service?*

| STATEMENT | ALMOST ALWAYS | OFTEN | UNSURE | NOT VERY OFTEN | ALMOST NEVER | SKIPPED |
|---|---|---|---|---|---|---|
| Service is convenient and easy to use | 0.0% | 0.0% | 25.0% | 0.0% | 0.0% | 75.0% |
| The travel times are reasonable | 0.0% | 0.0% | 25.0% | 0.0% | 0.0% | 75.0% |
| I feel safe on the Madera Metro service | 0.0% | 0.0% | 25.0% | 0.0% | 0.0% | 75.0% |
| Madera Metro information is readily available | 0.0% | 0.0% | 0.0% | 25.0% | 0.0% | 75.0% |
| Madera Metro arrives on schedule (punctual) | 0.0% | 0.0% | 25.0% | 0.0% | 0.0% | 75.0% |
| Transfers are convenient | 0.0% | 0.0% | 25.0% | 0.0% | 0.0% | 75.0% |
| Overall, I am satisfied with Madera Metro | 0.0% | 0.0% | 25.0% | 0.0% | 0.0% | 75.0% |

Each row totals 100%. Notable that 75% of respondents skipped every question in this section, with only 1 respondent answering each — and most of those answers were "Unsure."

## *If you do NOT use Madera Metro bus service, why not?*

| OPTIONS | PERCENTAGE |
|---|---|
| Infrequent service | 0.0% |
| Doesn't go close enough to where I travel | 25.0% |
| Takes too long to travel by bus | 0.0% |

| | |
|---|---|
| Buses are too crowded | 25.0% |
| I don't know what bus to take | 100.0% |
| Bus routes aren't direct enough | 25.0% |
| Doesn't operate the hours/days I want | 25.0% |
| Would not feel safe/secure | 0.0% |
| Would be embarrassed to use transit | 0.0% |
| Would not take transit under any circumstances | 0.0% |
| Other (write-in) | 0.0% |

*Which of the following potential improvements would encourage you to ride the Metro bus system?*

| SELECTIONS | PERCENTAGE |
|---|---|
| Better information on how to use Madera Metro | 75.0% |
| A mobile phone app for real-time information | 75.0% |
| Wi-Fi/wireless Internet on the bus | 50.0% |
| Weekend service | 50.0% |
| Later weeknight service | 50.0% |
| Earlier weekday morning service | 50.0% |
| On-demand service (Uber/Lyft-style) | 25.0% |
| More bus stops | 75.0% |

| SELECTIONS | PERCENTAGE |
|---|---|
| More frequent bus service | 25.0% |
| More shelters or benches at bus stops | 25.0% |
| More direct service / fewer transfers | 25.0% |
| Other (write-in) | 0.0% |

## 1.1 High School Survey — Open-Ended Comments

Us school kids need this so much since we can't ride the school bus because it's within a mile of the school.

## Cross-Survey Takeaways

| THEME | SUMMARY |
|---|---|
| Punctuality | A recurring concern across all surveys — buses arriving late impacts school, work, and appointments. |
| Route Coverage | Multiple respondents want service expanded to areas outside madera (e.g., fresno) and more direct routes. |
| Information Access | Respondents want better information on how to use the system, including physical maps and a mobile app. |
| On-Demand Service | Interest in flexible, on-demand microtransit (uber/lyft-style) is strong, especially among students. |
| Shelters & Stops | Requests for more shelters, benches, and bus stops are common among household respondents. |
| Consolidation | At least one respondent strongly advocated for consolidating madera county's transit agencies into one system. |
| Safety | Most respondents feel safe on the bus, though some parental concerns were noted in the student surveys. |

# Community Outreach Phase Two

The team ventured back into the community to actively seek feedback from residents regarding various on-demand ideas and proposed changes. They engaged with community members through discussions and surveys to better understand their needs and preferences, ensuring that the proposed initiatives align with the desires of the community.




## Collateral Material Developed

- **Flyer:** A bilingual flyer was created to promote the workshop. The flyer included important information about the workshop, such as its location and scheduled time, along with a brief description of the project.
- **E-blasts:** A bilingual e-blast was developed to promote the workshop. These e-blasts were sent via email and shared with their respective communities.
- **Social Media:** A social media calendar and content plan were created to promote the workshops.
- **Project Website:** The project website was updated to feature the workshop, enhancing event promotion, and disseminating information about the project. The website included bilingual project overview information, contact details, and a digital survey.

### Pop-Up Events

| LOCATION | DATE | TIME | # PARTICIPANTS |
|---|---|---|---|
| Madera Community College | February 19, 2026 | 11 am – 12 pm | 7 |
| Pan American Community Center | March 4, 2026 | 11 am – 12 pm | 17 |
| Madera Flea Market | March 11, 2026 | 8 – 11 am | 23 |
| Walgreens Transit Stop | March 16, 2026 | 8 – 11 am | 8 |

## Open Houses and Listening Session (Hybrid)

| LOCATION | DATE | TIME | # PARTICIPANTS |
|---|---|---|---|
| Madera City Hall | March 3, 2026 | 5 – 6 p.m. | 3 in-person \| 3 virtual |
| Madera Community College Listening Session | February 19, 2026 | 11 a.m. – 12 p.m. | 7 in-person \| 3 virtual |

# Madera City Hall Workshop Feedback

## Transit Accessibility & Technology

- I heard two potential modes for ride requests: phone call or digital (app). Due to the multilingual and different abilities found throughout our community, are there more visual-based and accessible technologies we can lean on when it comes to ride requests?
- Is there a way to get a transit stop at the Casa Grande Motel as residents need to access services in the City of Madera (Hope House and Madera County Department of Behavioral Health Services)?
- Consider providing more ADA compliant options for riders.

## Dial-A-Ride Usage

- Would on-demand transit take people through drive-thru restaurants? With people with accessible needs in mind.
- Will each on-demand vehicle have a wheelchair ramp or lift?
- Currently Uber and Lyft are not readily available in Madera, so residents have to rely on taxis later in the evenings.
- Would fare prices be impacted by whether this is an electric or gas based fleet?

# MCC Listening Session Feedback

## Transit Accessibility & Technology

- Is there a transit app available for riders?

- Madera Metro is always considered a viable option; however, buses do not always arrive on time despite the schedule.

## Student Transportation Challenges

- Students would rather park in the orchards than pay for a parking permit.
- One student reported taking an Uber to school every time they have class.
- Students cannot stay for evening courses because they do not have transportation.
- Evening classes are offered Monday through Thursday.

## Opportunities & Partnerships

- There is interest in the ability to move back and forth between Fresno, Madera, and the school via transit.
- The college has grant money available to provide $200 gas cards or Uber cards to students in need but would prefer to work with the City to fund bus rides instead.
- There is an option to pilot a program with the college.

## Dial-A-Ride Usage (Virtual question)

- A question was raised regarding how many passengers are typically in a Dial-A-Ride vehicle when the service is used.

# City of Madera Microtransit Feasibility Study Phase Two

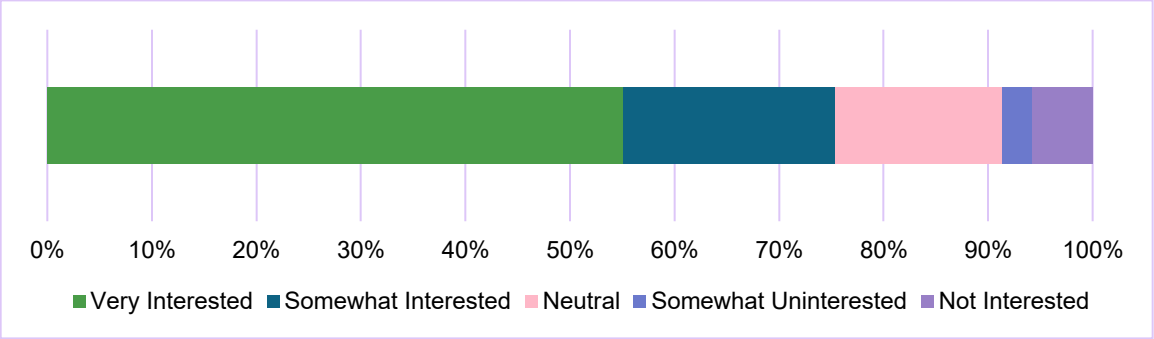
The following analysis reflects the 69 responses collected between February 2 and March 20, 2026.

### *Before today, were you familiar with on-demand microtransit service?*



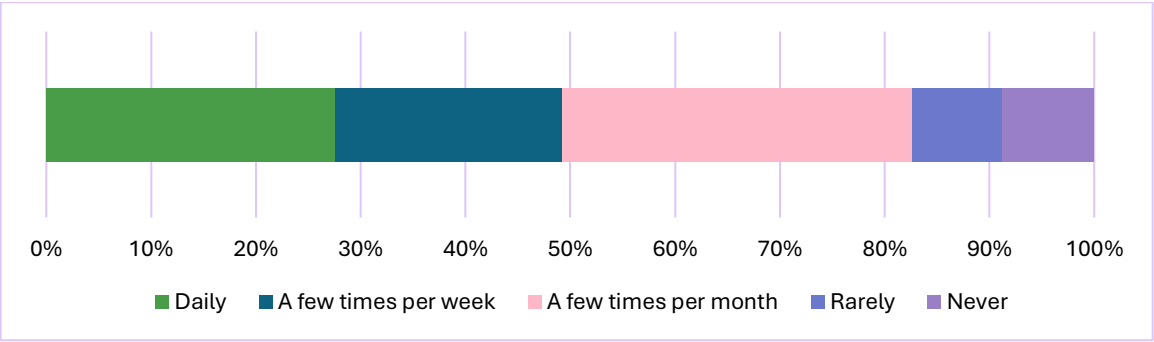
| ANSWER | RESULTS |
|---|---|
| Yes | 42.0% |
| No | 58.0% |

*How interested would you be in using an on-demand microtransit service?*




| ANSWER | PERCENTAGE |
|---|---|
| Very Interested | 55.1% |
| Somewhat Interested | 20.3% |
| Neutral | 15.9% |
| Somewhat Uninterested | 2.9% |
| Not Interested | 5.8% |

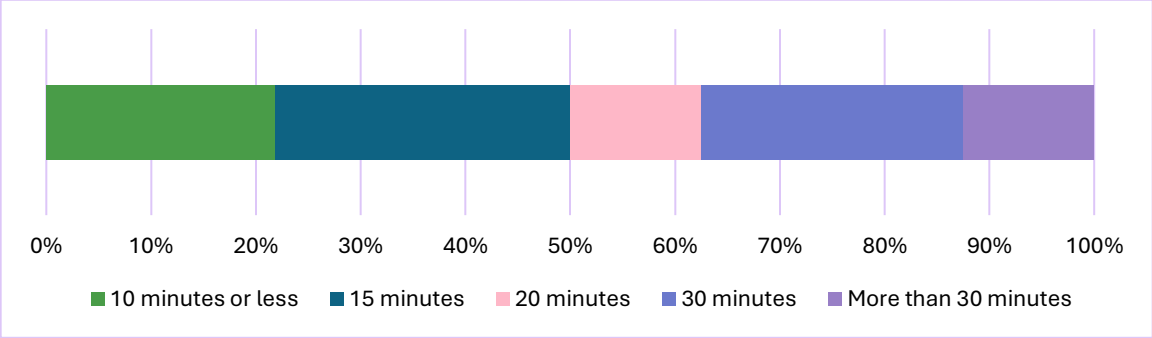
*How often would you use an on-demand microtransit service?*




| ANSWER | PERCENTAGE |
|---|---|

| | |
|---|---|
| Daily | 27.5% |
| A few times per week | 21.7% |
| A few times per month | 33.3% |
| Rarely | 8.7% |
| Never | 8.7% |

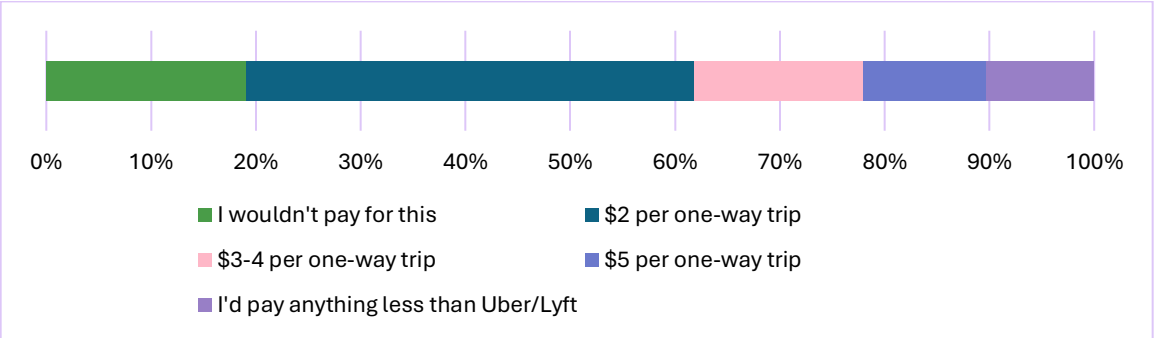
Maximum acceptable wait time for pickup?




| ANSWER | PERCENTAGE |
|---|---|
| 10 minutes or less | 20.3% |
| 15 minutes | 26.1% |
| 20 minutes | 11.6% |
| 30 minutes | 23.2% |
| More than 30 minutes | 11.6% |

Responses total **64 out of 69**, meaning 5 participants (7.2%) did not answer this question.

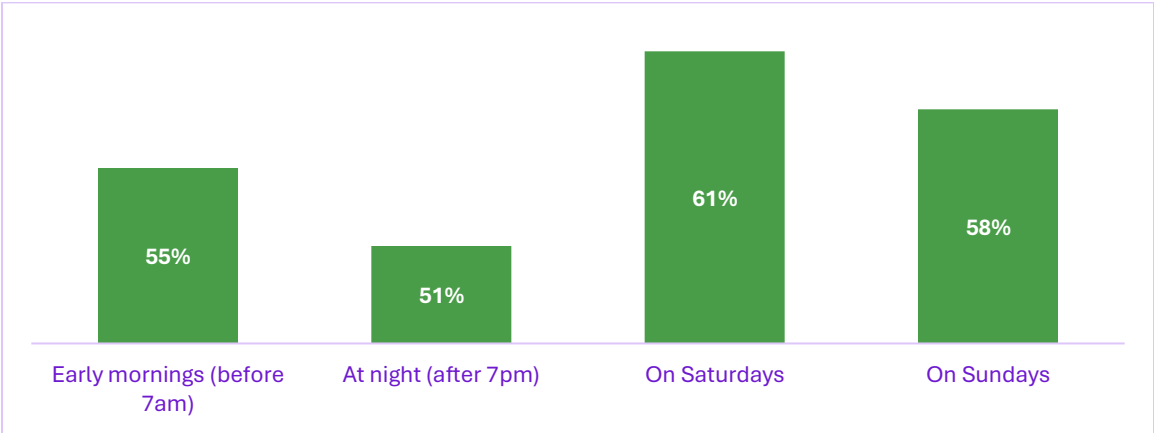
## *What fare would make on-demand microtransit feel like a good value?*




| ANSWER | PERCENTAGE |
|---|---|
| I wouldn't pay for this | 18.8% |
| $2 per one-way trip | 42.0% |
| $3-4 per one-way trip | 15.9% |
| $5 per one-way trip | 11.6% |
| I'd pay anything less than Uber/Lyft | 10.1% |

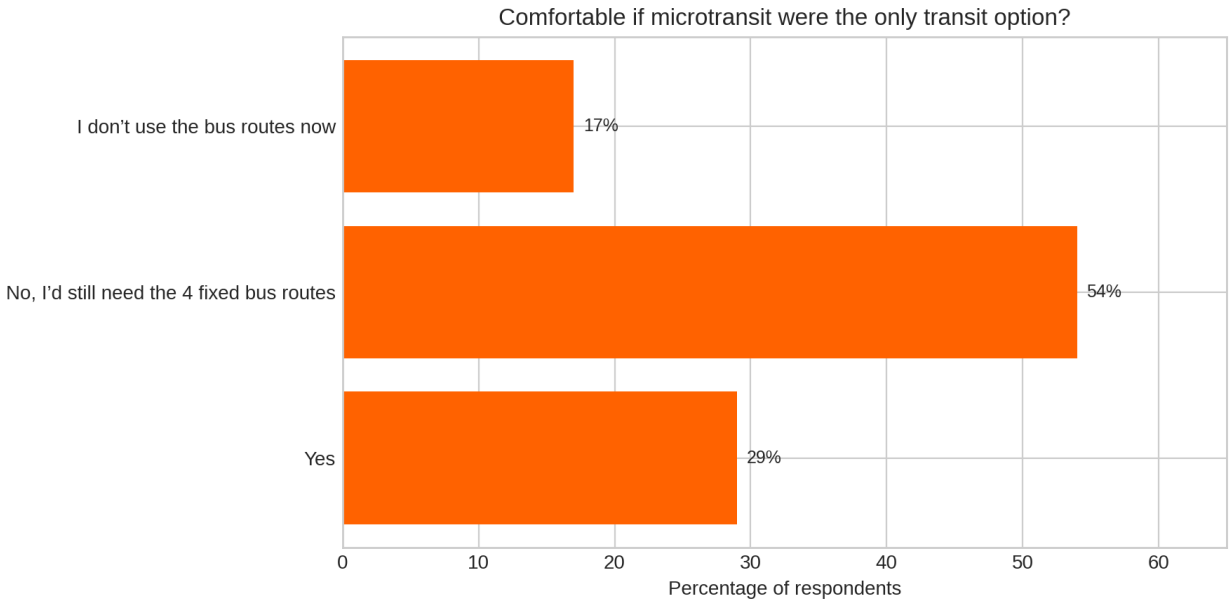
**Note:** Responses total **68 out of 69**, meaning 1 participant (1.4%) did not answer this question.

## *Would you use microtransit outside current operating hours? (Check all that apply)*



| ANSWER | PERCENTAGE |
|---|---|
| Early mornings (before 7am) | 55.1% |
| At night (after 7pm) | 50.7% |
| On Saturdays | 60.9% |
| On Sunday | 58.0% |

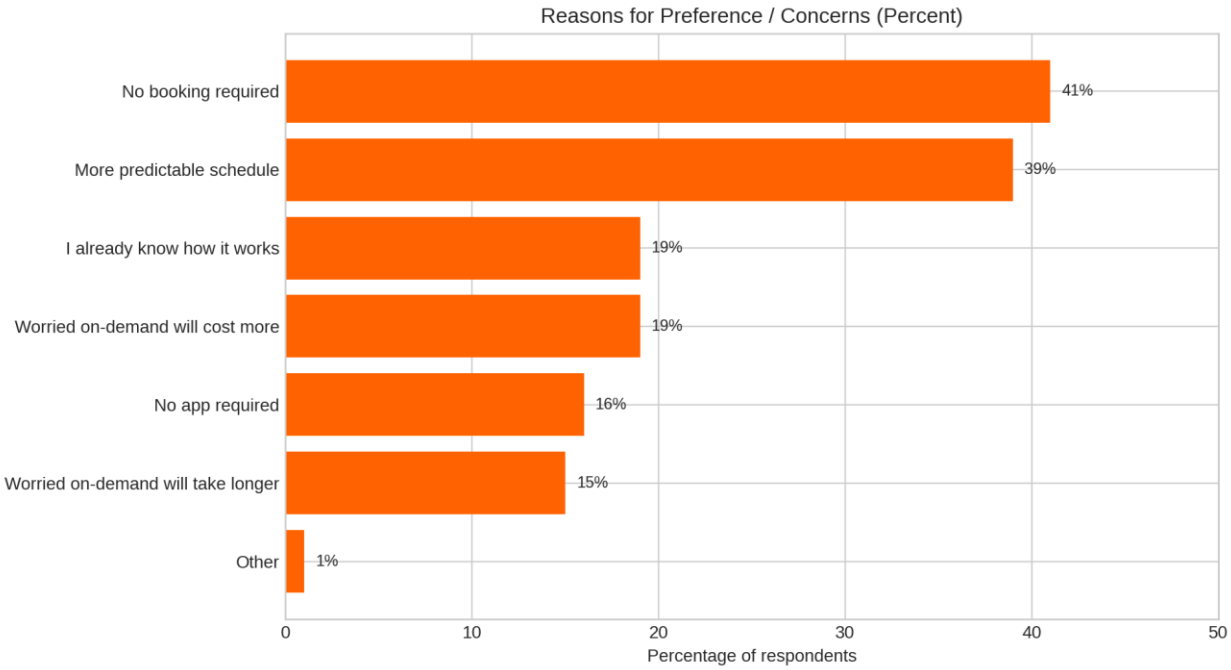
## *Comfortable if microtransit were the only transit option?*




| ANSWER | PERCENTAGE |
|---|---|
| Yes | 29% |
| No, I'd still need the 4 fixed bus routes | 53.6% |

| | |
|---|---|
| I don't use the bus routes now | 17.4% |

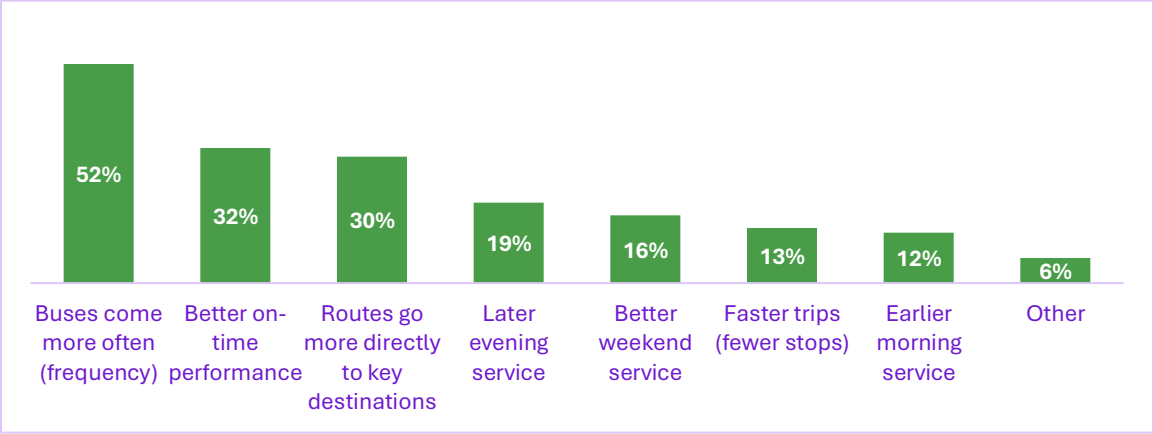
## *Features of fixed routes that make you continue riding? (Check all that apply)*




| ANSWER | PERCENTAGE |
|---|---|
| No booking required | 40.6% |
| No app required | 15.9% |
| More predictable schedule | 39.1% |
| I already know how it works | 18.8% |
| Worried on-demand will take longer | 14.5% |

| | |
|---|---|
| Worried on-demand will cost more | 18.8% |
| Other | 1.4% |

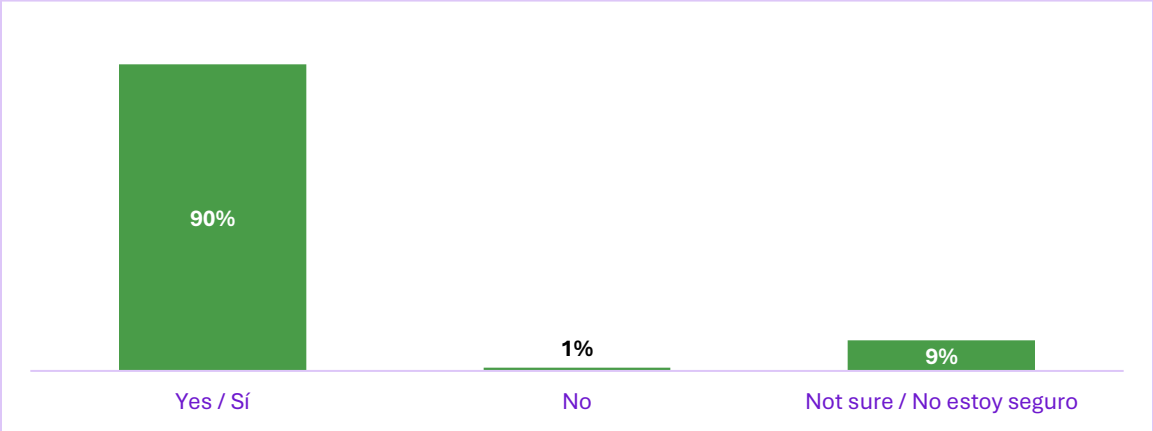
*If the 4 fixed bus routes were changed, what matters most? (Pick 2)*




| ANSWER | PERCENTAGE |
|---|---|
| Buses come more often (frequency) | 52.2% |
| Routes go more directly to key destinations | 30.4% |
| Faster trips (fewer stops) | 13.0% |
| Better on-time performance | 31.9% |
| Earlier morning service | 11.6% |
| Later evening service | 18.8% |
| Better weekend service | 15.9% |

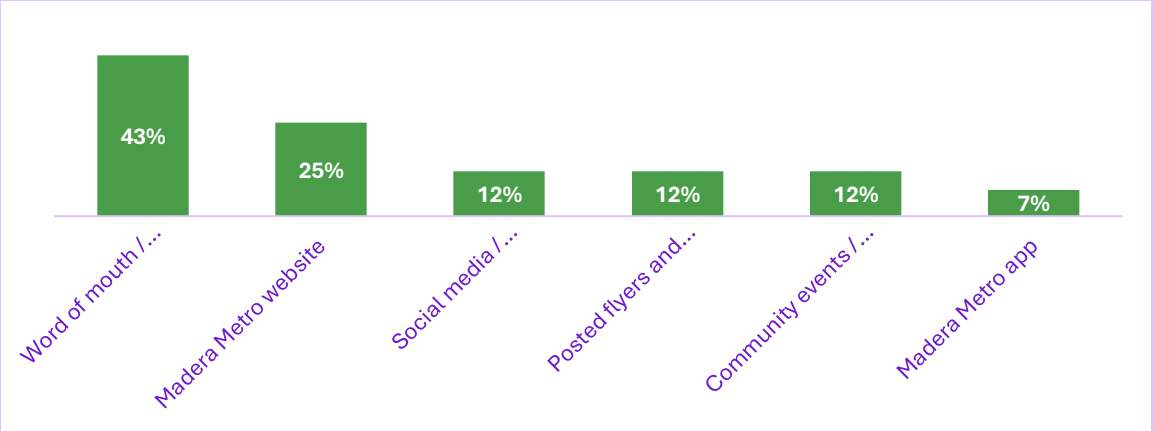
| | |
|---|---|
| Other | 5.8% |

*On-demand service to Fresno for medical appointments?*



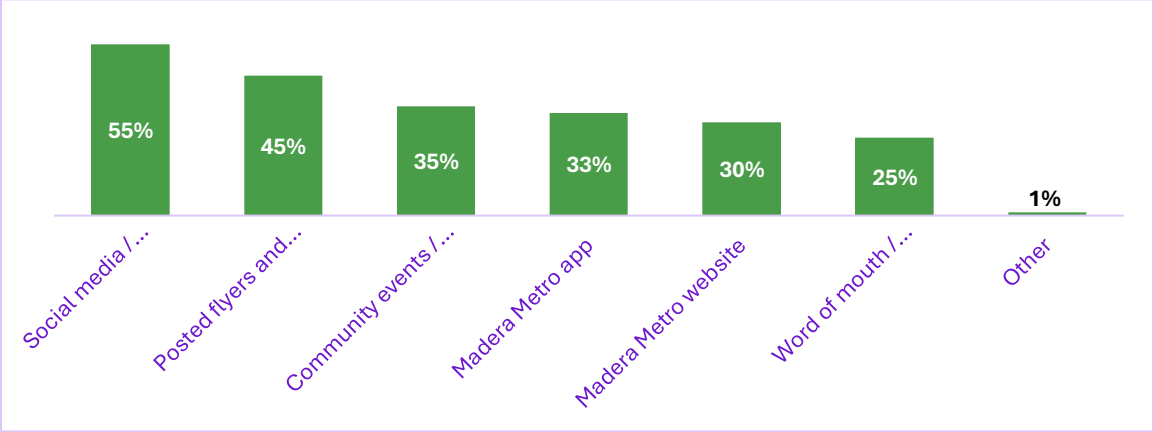

| ANSWER | PERCENTAGE |
|---|---|
| Yes | 89.9% |
| No | 1.4% |
| Not sure | 8.7% |

*How are you receiving info about Madera transit now? (Check all that apply)*




| ANSWER | PERCENTAGE |
|---|---|
| Madera Metro website | 24.6% |
| Madera Metro app | 7.2% |
| Word of mouth | 43.5% |
| Social media | 11.6% |
| Posted flyers and signs | 11.6% |
| Community events | 11.6% |

*How would you like to receive info in the future? (Check all that apply)*




| ANSWER | PERCENTAGE |
|---|---|
| Madera Metro website | 30.4% |
| Madera Metro app | 33.3% |
| Word of mouth | 24.6% |
| Social media | 55.1% |
| Posted flyers and signs | 44.9% |
| Community events | 34.8% |
| Other | 1.4% |

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# Results Summary

## Awareness and Interest in Microtransit



A majority of respondents (58%) were not familiar with on-demand microtransit before taking this survey. This signals a significant education gap and points to the need for a robust public awareness campaign before any microtransit service launch. Despite low prior awareness, 75.4% of respondents expressed positive interest (Very + Somewhat Interested). Only 8.7% were uninterested.

## Frequency of Use and Acceptable Wait Times

The largest group (33.3%) anticipate using the service a few times per month, while nearly half (49.2%) indicate weekly or daily use. Combined, 82.5% of respondents anticipate using microtransit at least a few times per month, demonstrating a solid base of potential ridership. Expectations cluster between 10–30 minutes, with the 15-minute mark being the single most selected option. Notably, 46.4% of respondents expect a wait of 15 minutes or less, while 34.8% are willing to wait 20–30 minutes.

## Acceptable Travel Times and Fare Expectations

The $2 price point dominates as the most broadly acceptable fare. Importantly, 18.8% wouldn't pay at all, suggesting a segment of the ridership that depends on free or subsidized transit. On the other end, 21.7% would pay $5 or more (or simply less than rideshare).

## Preferred Service Hours and Days

All four extended-hours options received strong support (50%+), with weekend service leading slightly.

## Relationship with Fixed Bus Routes

Over half of respondents would not be comfortable losing fixed routes in favor of microtransit alone. Microtransit should be positioned as a complementary service, not a replacement. The top retention factors for fixed routes are convenience of no booking and schedule predictability, both near 40%. When asked what matters most if fixed routes were modified, increased frequency is the top priority by a wide margin. Combined with the demand for better on-time performance and more direct routing, riders are telling the City they value reliable, efficient, and frequent service above all else. Extended hours (evening and weekend) are important but secondary.

## Interest in Expanded Services

A large majority (90%) expressed interest in a microtransit or shared on-demand service to Fresno for medical appointments, with 9% unsure and 1% opposed, indicating very strong demand for regional connectivity.

## Information Sources and Preferences

Currently, word of mouth (43%) dominates, but riders want to receive future information primarily through social media (55%), flyers/signs (45%), community events (35%), and the Madera Metro app (33%).

For future communication preferences, social media was the top choice (55%), followed by posted flyers and printed materials (45%), community events (34%), Madera Metro app / mobile apps (33%), the Madera Metro website (30%), and word of mouth (24%).

# Conclusions

The engagement process successfully gathered diverse community input highlighting transit service gaps, rider concerns, and strong interest in microtransit solutions. The feedback informed study recommendations and identified challenges and effective engagement strategies for future efforts.

# Madera Metro Microtransit Feasibility Study

## Final Report

May 2026



# Purpose of Discussion

- Share key findings from community outreach
- Review outcomes of the Study
- Present recommended transit service improvements

**Key Insight**

A single solution will not meet all needs.

➢ *Recommended approach: Hybrid System = Modified Fixed Routes + On-Demand*

# *Today is about improving service for residents - faster, more flexible, and more reliable—without increasing cost*

## Why This Matters Now

- Rising expectations for faster, more flexible transportation
- Current system not meeting community needs efficiently
- Opportunity to improve service without increasing overall budget

➢ *This is about delivering better service with the same dollars*

## Current System Challenges

- Long wait times (up to 60 minutes)
- Underused routes consuming resources
- Limited-service hours
- Indirect routes → longer travel times

➢ *Result: Residents are underserved despite existing investment*

## What We Heard

- Residents want faster, more reliable service
- Need to maintain simple, predictable options with better information about those options
- Strong interest in on-demand transportation

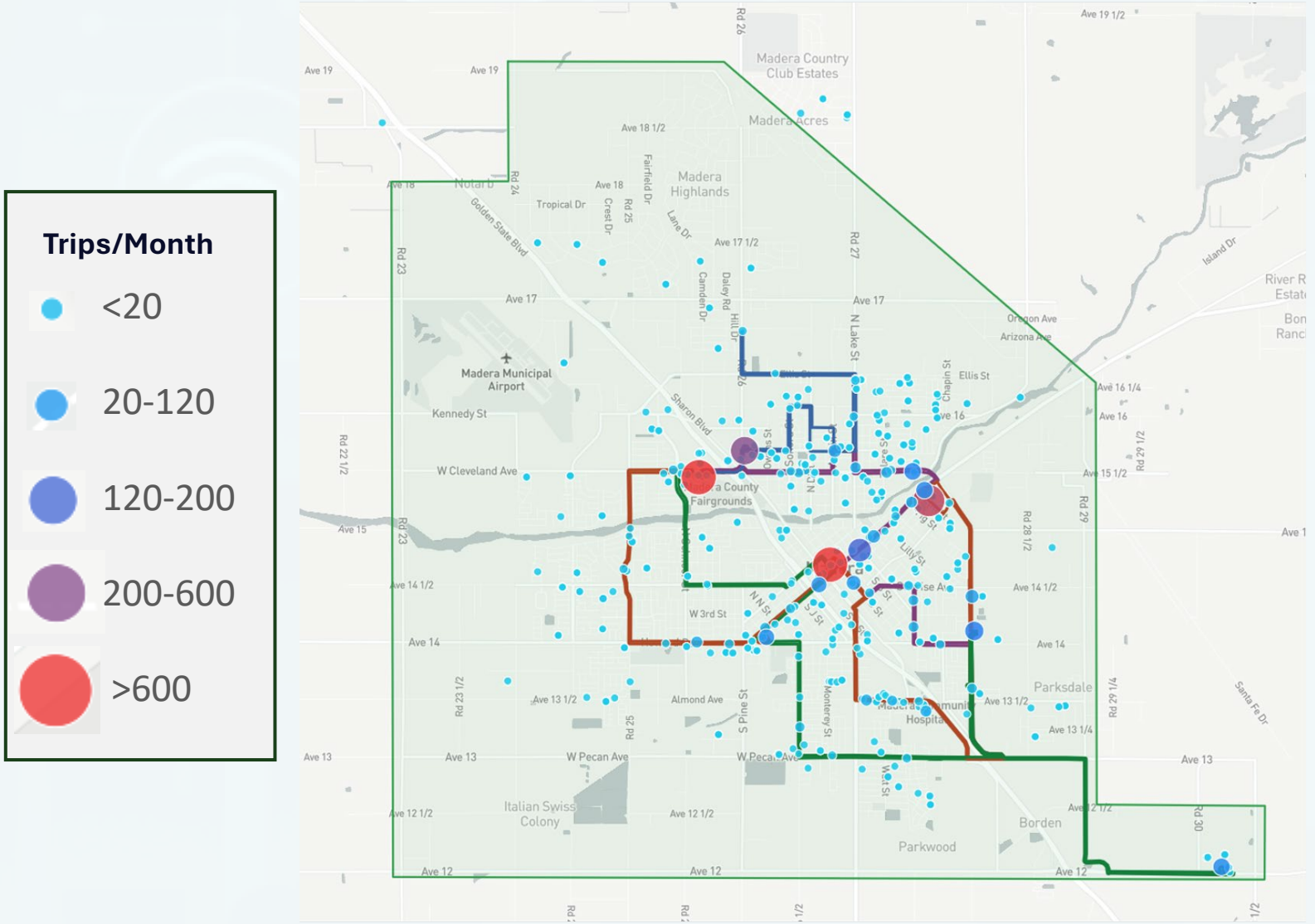
## Recommended Approach

A Balanced, Practical Solution - Hybrid System:

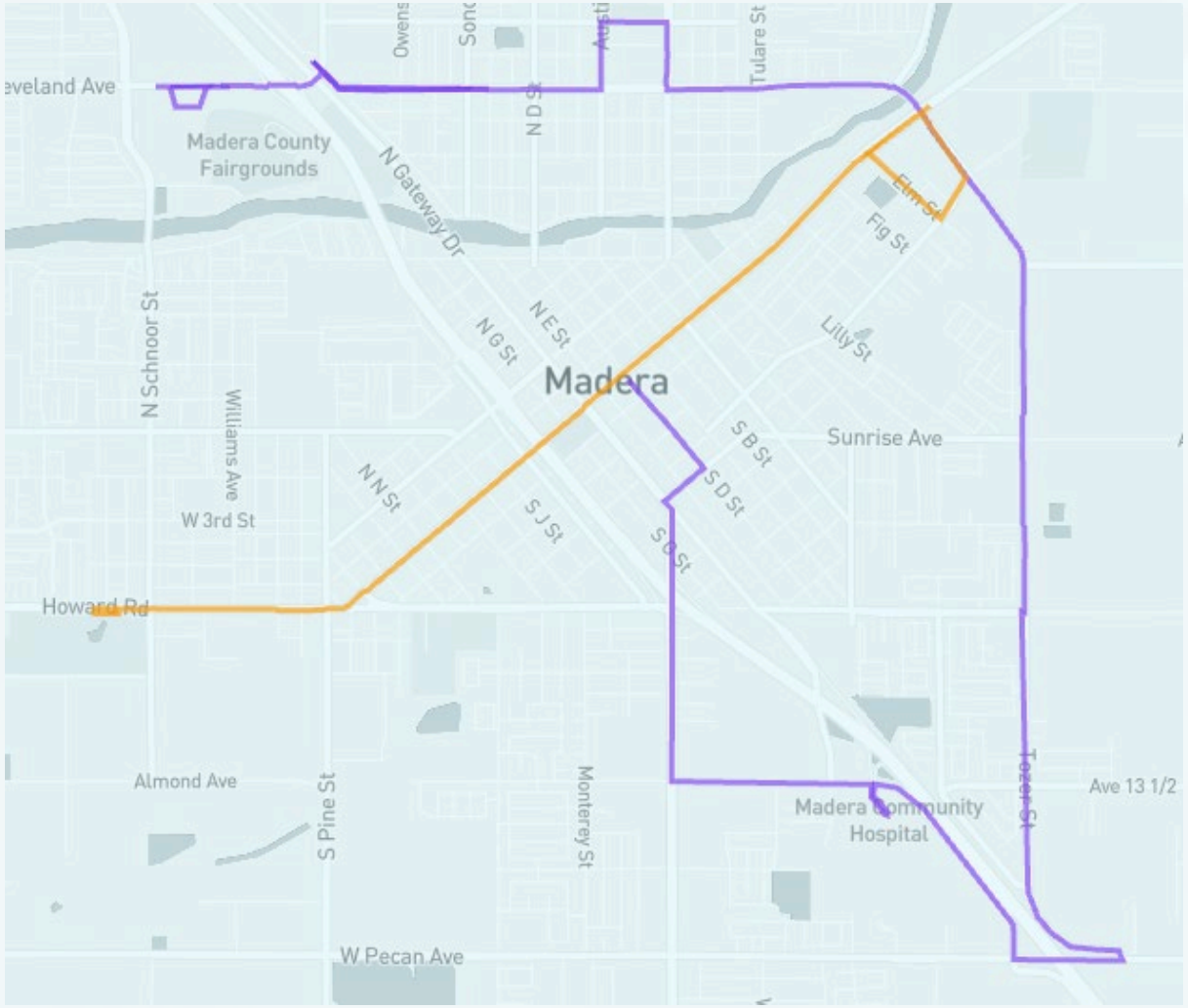
- Maintain essential fixed routes
- Expand flexible on-demand service (microtransit)

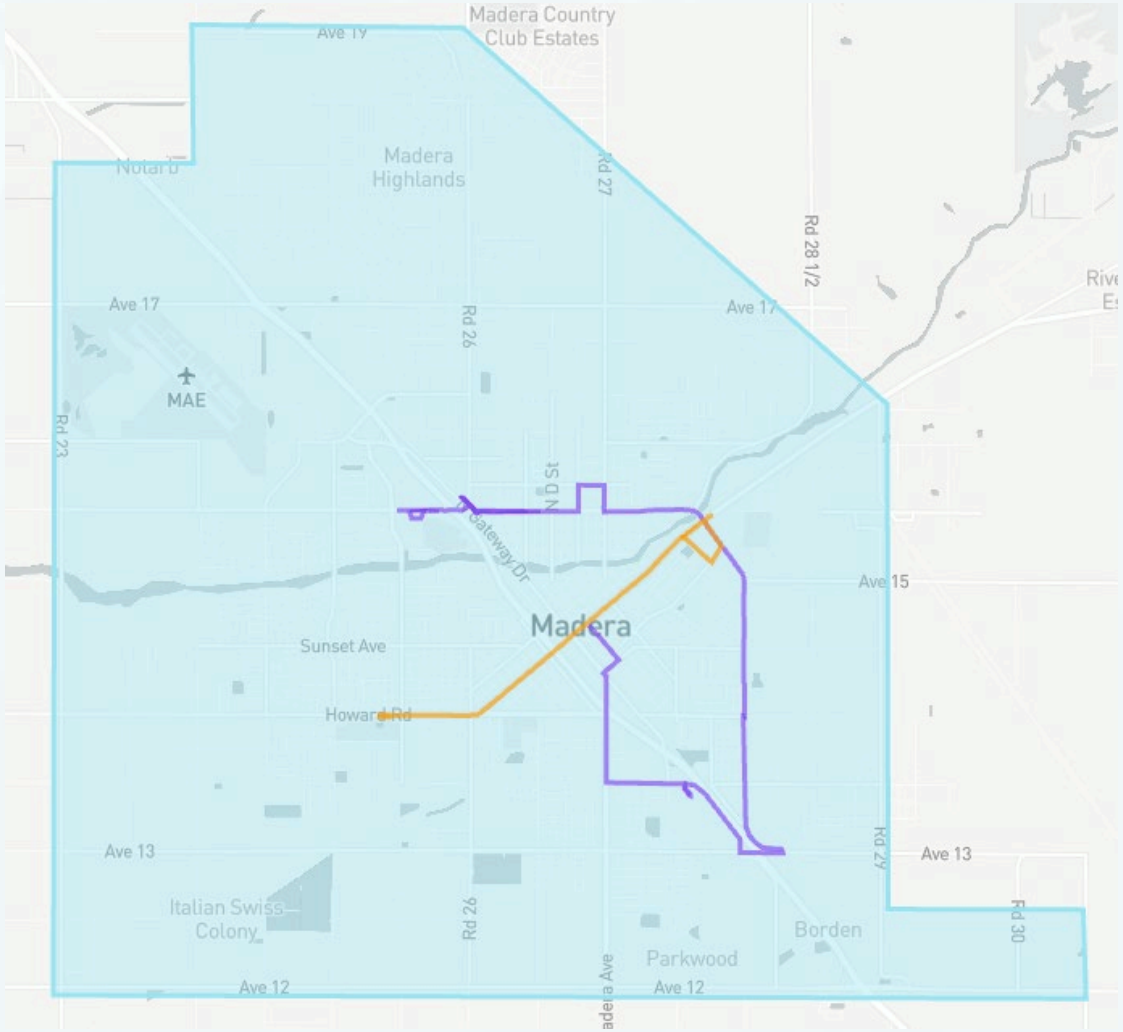
➢ *Combines familiar service + modern mobility*

# Current Demand



# Proposed Madera Fixed-Route and On-Demand Services



# Proposed Fresno Connector Service



# Fixed-Route Service Comparison

| Metric | Baseline Scenario | Proposed Scenario | Change |
|---|---|---|---|
| **Route 1 (Purple Line / Cleveland Ave)** | Headway: 30 min<br>Cost: $726,390/yr<br>Ridership: 30,000–34,600<br>Hours: 7-6:30pm Weekdays, 9-4pm Saturdays | Headway: 30 min<br>Cost: $828,576/yr<br>Ridership: 32,900–42,700<br>Unchanged services span | ✓ More direct routing<br>✓ More reliable headways<br>✓ Focus on highest-demand corridor<br>✓ +2,900–8,100 riders |
| **Route 2 (Orange Line / Yosemite Ave)** | Headway: 60 min<br>Cost: $726,390/yr<br>Ridership: 22,100–24,400<br>Hours: 7-6:30pm Weekdays, 9-4pm Saturdays | Headway: **30 min**<br>Cost: $828,576/yr<br>Ridership: 19,700–26,300<br>Unchanged service span | ✓ 2x frequency improvement<br>✓ More direct routing<br>✓ Improved travel time reliability |
| **Route 3 (Green Line)** | Headway: 60 min Cost: $647,010/yr Ridership: 10,300–13,400 | **Now served by on-demand microtransit** | ✓ Riders served at comparable or even faster travel times<br>✓ ~$647K redirected to higher-demand corridors |
| **Route 4 (Blue Line)** | Headway: 60 min Cost: $238,140/yr Ridership: 2,300–3,800 | **Now served by on-demand microtransit** | ✓ Riders served at comparable or even faster travel times<br>✓ ~$238K redirected to core service with higher demand |

# On-Demand Service Comparison

| Service Aspect | Baseline (Dial-A-Ride) | Proposed (Microtransit) | Change |
|---|---|---|---|
| **Vehicle & Booking** | Traditional vehicles<br>Phone-based booking | Modern fleet, emphasis on app-first booking (phone still available) | ✓ Real-time tracking<br>✓ Improved customer experience<br>✓ Stronger system branding |
| **Operating Hours** | Weekdays: 7am–6:30pm<br>Saturday: 9am–4pm<br>Sunday: 8:30am–2:30pm | Weekdays: same<br>**Saturday: 9am–6:30pm (+2.5 hrs)**<br>Sunday: same hours | ✓ Expanded weekend service hours<br>✓ Better alignment with community travel needs |
| **Annual Operating Cost** | $1,757,340 | $2,327,940 | +$570,600 (expanded service, improved fleet)<br><br>*(Note: Costs may decrease through competitive procurement; we assumed current cost per hour which is high relative to industry benchmarks)* |
| **Projected Annual Ridership** | 21,500–32,200 | 32,300–47,900 | +10,800–15,700 riders |

# New Supplemental On-Demand Services

| Service | Description & Model | Operating Hours | Cost & Ridership |
|---|---|---|---|
| **Shoulder Hour TNC (Madera)** | -City-subsidized shared-ride TNC trips (Uber/Lyft) to fill early morning and evening gaps<br>-Pay-per-trip model | Weekdays: 6–7am, 6:30–8pm<br>Saturday: 6:30–8pm | Cost: ~$3,750/yr<br>Riders: 250–1,300 |
| **Fresno Connector** | -On-demand service connecting Madera to Fresno<br><br>-Can transition to scheduled shuttle if demand grows, with minimal cost increase while maintaining coverage<br><br>-Evaluates long-term regional connectivity demand | Weekdays: 7am–6:30pm | Cost: ~$34,500/yr Riders: 1,200–3,500 |

# Summary

| Metric | Baseline Scenario | Proposed Scenario | Change |
|---|---|---|---|
| **Estimated Annual Ridership** | 86,100 – 108,300 | 86,300 – 121,600 | +300 to +13,300 riders |
| **Total Annual Operating Cost** | ~$4,095,270 | ~$4,023,342 | -$71,928 (↓ 1.8%) |
| **Cost Per Trip** | $38 | $33 | -$5 per trip (↓ 13%) |
| **Number of Fixed Routes** | 4 routes | 2 routes | Strategic consolidation to core corridors |
| **On-Demand Service Type** | Traditional Dial-A-Ride | On-demand microtransit | Modernized service delivery and customer experience, expanded hours |
| **Supplemental On-Demand Services** | None | Subsidized shared-ride Uber/Lyft trips during shoulder hours and to Fresno | Expanded hours; improved access to Fresno medical appointments and college classes |

# Summary of Operating Cost

| Service | Baseline Cost | Proposed Cost | Difference |
|---|---|---|---|
| Dial-A-Ride / Microtransit | $1,757,340 | $2,327,940 | +$570,600 |
| Route 1 (Purple) | $726,390 | $828,576 | +$102,186 |
| Route 2 (Orange) | $726,390 | $828,576 | +$96,516 |
| Route 3 (Green) | $647,010 | $0 | -$647,010 |
| Route 4 (Blue) | $238,140 | $0 | -$238,140 |
| Shoulder Hour TNC | $0 | $3,750 | +$3,750 |
| Fresno Connector | $0 | $34,500 | +$34,500 |
| **TOTAL SYSTEM** | **$4,095,270** | **$4,023,342** | **-$71,928 (↓ 1.8%)** |

# *Today is about improving service for residents - faster, more flexible, and more reliable—without increasing cost*

## **What Stays the Same** (Stability)

- Continued fixed-route service on key corridors
- Service to critical destinations:
  - Hospital & medical services
  - Shopping hubs (Walgreens area)
  - Social services
- ADA accessibility remains a priority

➢ *No one is left without service*

## **Expanded Access Options**

New pilots (low-risk, high-value):

- Early morning / evening service (Uber/Lyft partnerships)
- Fresno connection pilot

➢ *Test new services before scaling → responsible use of funds*

## **What Improves** (Service Upgrade)

- Shorter fixed route wait times (20–35 minutes vs. 60+)
- More direct trips (fewer circling routes)
- Expanded service hours
- Citywide coverage through microtransit

➢ *Faster, more convenient service for residents*

## **Financial Responsibility**

Uses existing budget more efficiently

- Potential to reduce cost per trip
- Pay-for-use model for some services

➢ *Better outcomes without higher costs*

## **What This Means for Madera Residents**

- More transportation choices
- Faster trips
- Better access to jobs, education, healthcare, and services
- Improved quality of life and mobility

# Implementation Plan

**Phase 1: Transition to On-Demand Microtransit Pilot (6-9 months)**

1. Develop competitive RFP
2. Release RFP & begin procurement
3. Vendor selection & contract award
4. Microtransit system configuration & setup
5. Launch microtransit service

**Phase 2: Fixed-Route Refinement and Public Communication**

1. Fixed-route stop spacing analysis
2. Evaluate stop infrastructure and stop changes
3. Update timetables
4. Fare policy analysis
5. Prepare communication materials
6. Outreach and marketing

**Phase 3: Fixed-Route Service Implementation**

1. Launch new timetables for Rt. 1&2
2. Remove remaining routes
3. Monitoring against KPIs, refinement as needed

# Risk Overview and Path Forward

## Risks & Mitigation

**Risk:** Public concern about route changes

**Mitigation:** Phased rollout + strong communication

**Risk:** Technology barriers

**Mitigation:** Phone booking option

**Risk:** Accessibility concerns

**Mitigation:** ADA-compliant vehicles and fixed routes

## Decision Point

We are seeking direction from council to:

- Approve the recommended approach
- Direct staff to begin work toward implementation

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** D-1

**SUBJECT:**

Commercial Color Palette and Permitting

**RECOMMENDATION:**

Adopt a Resolution of the City Council of the City of Madera Adopting a City-Approved Color Palette for the Painting of New Structures and Repainting of Existing Structures in Commercial Zone Districts

**SUMMARY:**

This item was initially set in motion by City Council direction on February 4, 2026. With recent Ordinance adoption, the City Municipal Code allows for regulation of pain color in Commercial Zone Districts. This item is regarding approval of the Commercial Color Palette and the application process.

**BACKGROUND:**

Staff presented an Administrative Report to the City Council on February 18, 2026. The Council direction was to establish standards for Commercial zone districts through pre-approved palettes of colors for new development and to require administrative approval when repainting existing buildings in Commercial zones.

The City Council adopted City Council Resolution No. 26-45 on March 18, 2026, initiating Ordinance Text Amendment (OTA) 2026-01 to Chapter 3 of Title X: Planning and Zoning of the City Municipal Code to repeal Section 10-3.419 (RESERVED) and add a new Section 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS to set the standards for approval of exterior paint colors for structures within Commercial Zones.

On April 21, 2026, Planning Commission adopted Resolution No. 2049, forwarding a recommendation for approval to the City Council, In accordance with the provisions of Sections 10-3.1507 and 10-3.1508 of the City Municipal Code (CMC).

On May 6, 2026, the Council waived the first reading and introduced by title only (OTA) 2026-01, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code at a public hearing held on May 6, 2026.

On May 20, 2026, the Council held the Second reading and adoption of Ordinance Text Amendment (OTA) 2026-01, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code. Commercial Color Palette and the establishment of exterior paint color standards for construction of new buildings and repainting existing buildings, within the Commercial Zone districts.

The changes adopted through (OTA) 2026-01 become effective June 19, 2026.

***Color palette and permit application:***

The resolution being considered approves the process for identifying approved color for new structures and repainting of existing structures in Commercial zone districts, a no fee application for repainting of existing structures in Commercial zone districts and adopts the Color Palette for Commercial zone districts.

If adopted, the colors shown in the exhibit attached to the resolution will constitute the approved Color Palette for Commercial Zone Districts. Once adopted, the Color Palette may be modified by the City Council from time to time. Addition or deletions from the palette must be approved by Council resolution.

Color determination for new structures, chosen by the applicant from the approved Color Palette, will be identified and documented by the Planning Department during the permit process. The Planning Department determination of color compliance for new structures is appealable to the City Council.

Color determination for repainting of existing structures, chosen by the applicant from the approved Color Palette for Commercial Zones, will not be subject to a permitting fee, submitted to and approved by the Planning Department. The Planning Department determination of color compliance for repainting of existing structures is appealable to the Planning Commission. The decision of the Commission is final unless appealed to the City Council. The decision of the Council shall be final.

- Approves Color Palette for New Structures in Commercial Zone Districts.
- Approves Color Palette for Repainting of Existing Structures in Commercial Zone Districts.
- Approved Color Palette for Commercial Zones can be modified by Council resolution.
- Approves application form.

- No Fee for application.
- Planning Department determination is appealable to Council.

**ALTERNATIVES:**

As an alternative, the Council may elect to:

1. 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 Resolution (Council to specify and articulate reasons for referral/continuance).
2. Move to deny the request.
3. Provide staff with other alternative directives.

**ATTACHMENTS:**

1. City Council Resolution

# ATTACHMENT 1

City Council Resolution

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING A CITY-APPROVED COLOR PALETTE FOR THE PAINTING OF NEW STRUCTURES AND REPAINTING OF EXISTING STRUCTURES IN COMMERCIAL ZONE DISTRICTS**

**WHEREAS**, on May 20, 2026, the City Council of the City of Madera adopted Ordinance repealing Section 10-3.419 (RESERVED) in its entirety and adding 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS, to Chapter 3, Title X: Planning and Zoning, to the Madera Municipal Code to establish standards for exterior colors in Commercial zone districts and a regulatory program requiring repainting of all existing structures in Commercial zone districts to obtain a permit issued by the City prior to repainting; and

**WHEREAS**, Madera Municipal Code Section 10-3.419 provides that the City-approved color palette shall be as adopted by resolution of the City Council.

**WHEREAS,** after due consideration of the items before it, the Council now desires to adopt this Resolution adopting a City-approved color palette for exterior colors in Commercial zone districts.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madera as follows:

Section 1. The foregoing recitals are true and correct and incorporated by reference.

Section 2. The City Council hereby adopts a City-approved color Palette for exterior colors in Commercial zone districts as attached hereto as Exhibit “A” and incorporated herein by reference.

Section 3. This Resolution shall be effective upon adoption.

* * * * *

# EXHIBIT A

City-Approved Commercial Color Palette

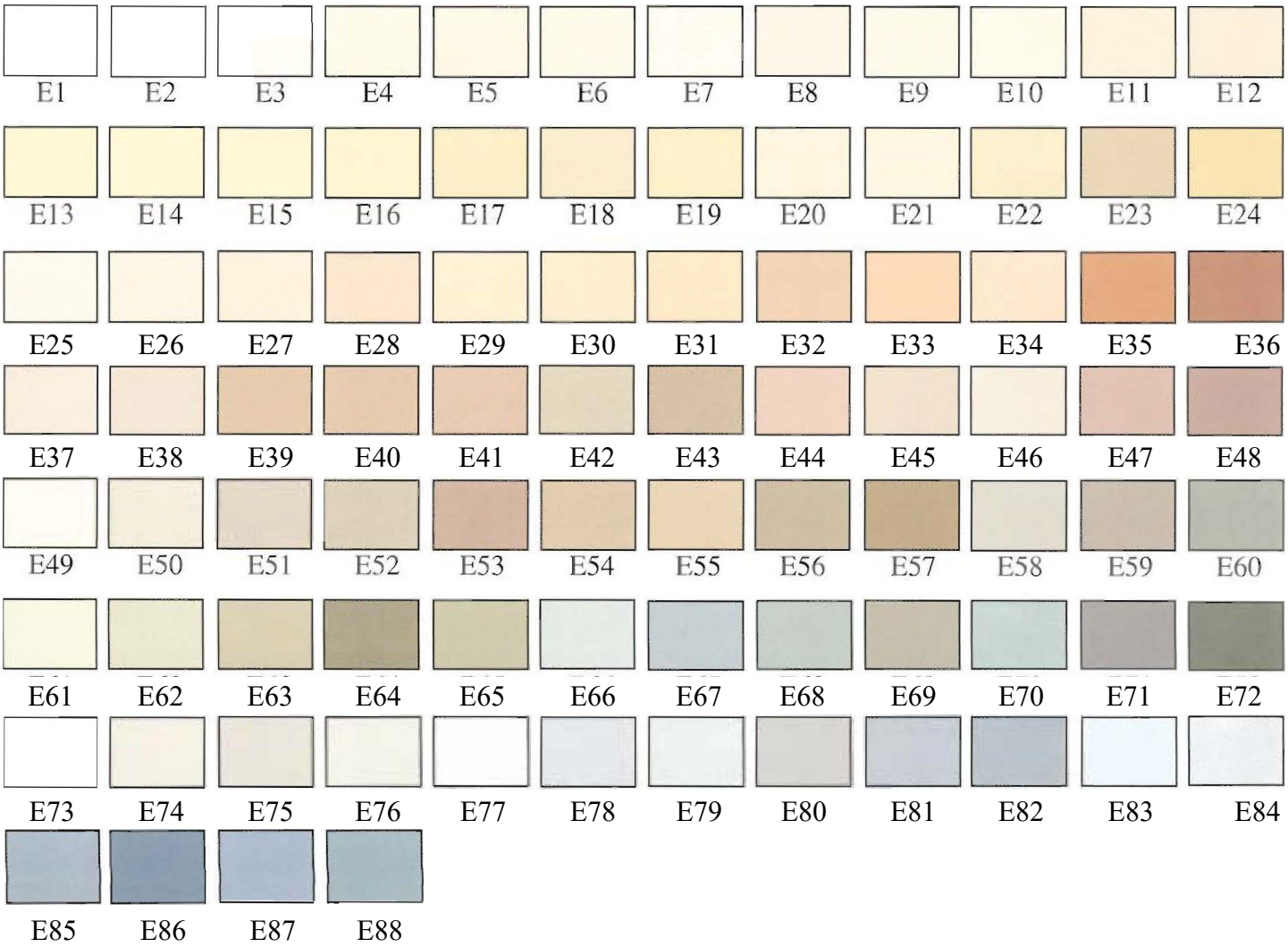
# CITY OF MADERA
# COMMERCIAL BUILDING COLOR PALETTE

In an effort to enhance the appearance of the City of Madera, the City of Madera City Council approved Ordinance ____ establishing an exterior paint color palette for all commercial buildings within the City limits. The purpose of establishing a fixed color palette is to limit the use of bright, fluorescent or garish colors that contrast inappropriately with surrounding properties. This effort will enhance the look of the city and contribute to attracting consumers and new businesses alike.

The adopted palette covers a broad range of earthtones and muted colors. Brighter, more intense colors are to be used only in a limited fashion for building trim and accent areas. A no fee permit is required for property owners or paint contractors when a building is to be repainted so that the proposed color scheme is reviewed by the Planning Department staff to assure consistency with the established palette.

All existing commercial and industrial structures are required to comply with the ordinance. Attached you will find the list of accepted colors. Should you have any questions, you may contact the Planning Department at 559-661-5430.

## EXTERIOR COLOR PALETTE



# CITY OF MADERA
# EXTERIOR COLOR APPLICATION for COMMERCIAL BUILDINGS
# NO FEE

Assessor Parcel Number(s): _____

Business Name: _____

Business Address: _____

Proposed Color Scheme: Exterior Base Color # _____ Trim Color # _____

Paint manufacturer, color name and numbers that match color palette options. Submit sample chips.

Exterior Base: _____

Trim: _____

Property Owner/Tenant: _____

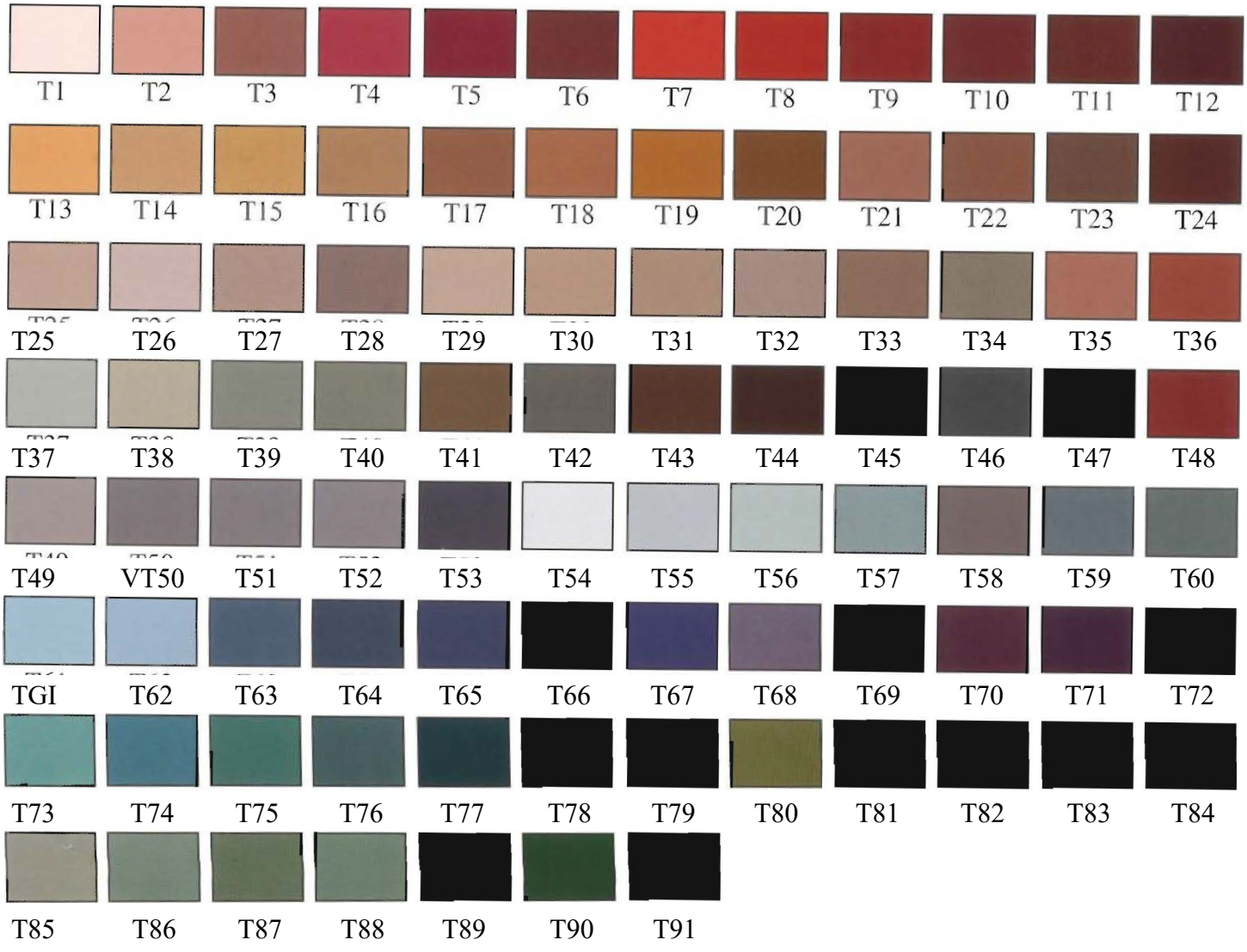
Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Signature: _____

**Office Use Only**
**Project No:** _____ **Date Filed:** _____
**Related Cases:** _____ **Planner:** _____

## TRIM COLOR PALETTE



RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** D-2

**SUBJECT:**

Contract Award for the replacement of seven (7) HVAC units at multiple City facilities

**RECOMMENDATION:**

Adopt a Resolution:

1. Awarding IFB No. 202526-18 for replacement of seven (7) HVAC units at three (3) City facilities; and
2. Authorizing the City Manager to execute all contract documents and any non-material amendments necessary for project completion; and
3. Adopting of CEQA Guidelines Section 15301 (Existing Facilities) Categorical 1 exemption.

**SUMMARY:**

Staff is requesting City Council approval to award IFB No. 202526-18 for the replacement of seven (7) HVAC units at multiple City facilities. The project includes replacement of:

- 4 HVAC units at the Police Department
- 1 HVAC unit at Fire Station No. 57
- 2 HVAC units at the Madera Municipal Golf Course

This project was introduced as part of the current fiscal year's Deferred Maintenance Program to address aging HVAC infrastructure at City facilities that have experienced increasing maintenance demands, mechanical failures, and declining energy efficiency due to the age and condition of the existing equipment.

**BACKGROUND:**

As part of the City's ongoing Deferred Maintenance Program introduced in the current fiscal year budget, staff identified several aging HVAC systems across multiple City facilities requiring replacement due to increasing repair frequency, declining efficiency, and overall system deterioration. The Deferred Maintenance Program has proven to be a successful initiative in addressing the City's aging infrastructure by proactively replacing failing building systems before complete operational failure occurs.

This phase of the project includes replacement of seven (7) HVAC units. The project includes four (4) HVAC units at the Police Department serving the Dispatch Center, Dispatch Backup Center, Briefing Area, and Administrative Area. These units are among the most frequently repaired HVAC systems within the City's facilities portfolio due to their age and continuous operational demand. Reliable climate control within these areas is critical to maintaining uninterrupted public safety operations and protecting sensitive communications equipment.

The project also includes replacement of one (1) HVAC unit at Fire Station No. 57 serving the station living quarters. Replacement of this unit will improve reliability and occupant comfort for fire personnel operating on a continuous basis.

Additionally, the project includes replacement of two (2) HVAC units at the Madera Municipal Golf Course banquet facility. The existing banquet HVAC units have failed and are no longer considered repairable or energy efficient. Replacement of these units is intended to improve operational reliability, energy efficiency, and overall functionality of the facility.

The Golf Course HVAC replacements also represent a component of a broader long-term revitalization effort anticipated for the facility over the coming years.

**DISCUSSION:**

On March 18, 2026, the City released IFB No. 202526-18 soliciting bids for HVAC replacement. Staff conducted an extensive outreach effort to encourage contractor participation and maximize competitive bidding opportunities. Bid notifications were circulated to:

- 7 contractors holding C-20 licenses listed on the City's CUPCCA Informal Construction Bid List;
- 32 Madera-based contractors holding C-20 licenses identified through the California Contractors State License Board (CSLB); and
- 7 plan rooms/builders' exchanges.

Additionally, the City's PlanetBids system distributed notifications to:

- 55 contractors with C-20 licenses registered with the City through PlanetBids; and
- ±250 contractors with C-20 licenses registered with other public agencies utilizing PlanetBids.

A total of 23 firms downloaded project documents, including 19 HVAC contractors. The remaining entities consisted primarily of suppliers and builders' exchanges. Staff also conducted a mandatory pre-bid meeting and site visit attended by eight (8) participants. PlanetBids also automatically generated a "Non-Bidder Reasons Report" requesting feedback from vendors that elected not to submit bids. Four (4) vendors responded, citing reasons including the project scope being too small, insufficient available time due to existing workload commitments, lack of necessary capital for the project, and one response categorized as "other."

The City received five responsive bids by the April 20, 2026 deadline; these bids are summarized in Table 2 below.

**Table 2:** *Bids Received (this item)*

| Bidder | Bid |
|---|---|
| HUG Corp | $135,000 |
| American Incorporated | $145,541 |
| Spoors Heating & Air Conditioning | $152,000 |
| PM Construction LLC | $179,132 |
| American Chiller Services, Inc. | $253,710 |

HUG Corp was determined to have the lowest responsive and responsible bid. HUG CORP or HUG Heating and Air is based in West Sacramento and is experienced in residential, commercial, and government HVAC projects. According to the Company's website, HUG Corp has over seven 7 years of HVAC industry experience and more than 15 years of experience supporting construction and supply projects for the United States Military. The company has also completed various government-related HVAC and facility projects throughout California.

**ENVIRONMENTAL REVIEW:**

The City has performed a preliminary environmental assessment of this project and finds and determines that it falls within CEQA Guidelines Section 15301 (Existing Facilities), which exempts the repair, maintenance, or minor alteration of public facilities and equipment. This project is for replacement of existing HVAC systems at existing structures at existing development and will involve a negligible expansion of use as contemplated by CEQA. Furthermore, none of the exceptions to the exemptions under CEQA Guidelines section 15300.2 is applicable to this project. As such the staff recommends City Council adopts a Class 1 categorical exemption under CEQA Guidelines Section 15301 for this project.

**FINANCIAL IMPACT:**

This project is fully funded within the adopted Fiscal Year budget. Funding for the Golf Course HVAC replacements is allocated through the Golf Course Capital Fund, while the Police Department and Fire Station No. 57 HVAC replacements are funded through the Facilities Deferred Maintenance Fund.

The Facilities Deferred Maintenance Fund includes approximately $60,000 allocated for the Police Department HVAC replacements and $30,000 allocated for Fire Station No. 57, of which approximately $13,000 has already been expended for a previously replaced HVAC unit. The Facilities Deferred Maintenance Fund also contains remaining balances from other completed projects that came in under budget, which may be used to absorb any potential project overages if necessary. Additionally, approximately $51,000 is available within the Golf Course Capital Fund for the Golf Course HVAC replacements. The total combined allocation between the two funding sources is approximately $135,000. The necessary transfers from the General Fund have already been completed; therefore, no additional General Fund or Facilities Fund appropriations are required. Any remaining funds upon completion of the project will remain within their respective accounts for future eligible use.

**ALTERNATIVES:**

As an alternative, Council may reject the bids received and readvertise the project.

**ATTACHMENTS:**

1. Resolution
2. Construction Agreement - IFB 202526-18 for the Replacement of seven (7) HVAC Units at three (3) City Facilities
    a. Exhibit A - Bid Schedule
    b. Exhibit B – Addendum No. 1
    c. Exhibit C – Insurance Requirements
    d. Exhibit D – Invitation for Bids No. 202526-01B

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AWARD OF IFB NO. 202526-18 FOR THE REPLACEMENT OF SEVEN (7) HVAC UNITS AT THREE (3) CITY FACILITIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED CONTRACT DOCUMENTS**

**WHEREAS**, the City of Madera ("City") identified multiple aging and deteriorating Heating, Ventilation, and Air Conditioning ("HVAC") systems at various City facilities as part of the City's Deferred Maintenance Program; and

**WHEREAS**, WHEREAS, the project includes the replacement of seven (7) HVAC units at the Police Department, Fire Station 57, and the Madera Municipal Golf Course; and

**WHEREAS**, on March 18, 2026, the City issued Invitation for Bid ("IFB") No. 202526-18 to solicit sealed bids for the replacement of the seven (7) HVAC units, including removal and disposal of existing units, installation of new units, permitting, inspections, labor, freight, warranties, and all associated work; and

**WHEREAS**, staff has reviewed the five (5) submitted bid proposals and determined that HUG Corp submitted the lowest responsive and responsible bid meeting the requirements and specifications of the IFB; and

**WHEREAS**, staff has performed a preliminary environmental assessment of this project and finds and determines that it falls within CEQA Guidelines Section 15301 (Existing Facilities), which exempts the repair, maintenance, or minor alteration of public facilities and equipment; and

**WHEREAS,** this project qualifies for a Class 1 categorial exemption under CEQA Guidelines Section 15301; and

**WHEREAS**, sufficient funding for the work has been appropriated in the FY 2025/26 budget under the Facilities Deferred Maintenance Fund and the Golf Course Capital Fund, and not additional appropriations are required to fulfill the associated agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. The City Council of the City of Madera hereby accepts the bid received for this Invitation for Bids and finds HUG Corp has submitted the lowest bid, and awards the Construction Agreement for Invitation for Bid (202526-18 for the replacement of seven (7) HVAC units at three (3) City facilities to HUG Corp in the Amount of $135,000. which is attached hereto as Exhibit A and incorporated herein.

3. The City Council finds and determines that the project falls within California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities), which exempts the repair, maintenance, or minor alteration of public facilities and equipment as the project is for replacement of existing HVAC systems at existing structures at existing development and will involve a negligible expansion of use as contemplated by CEQA. Furthermore, none of the exceptions to the exemptions under CEQA Guidelines section 15300.2 is applicable to this project. As such the City Council adopts a Class 1 categorical exemption under CEQA Guidelines Section 15301 for this project.
4. This resolution is effective immediately upon adoption.

* * * * *

**CONSTRUCTION AGREEMENT**
**SEVEN (7) HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNITS AT THREE (3) LOCATIONS - IFB 202526-18**

**This Construction Agreement ("Agreement"**) is made between the City of Madera, hereinafter called "**OWNER"** or **"CITY"** and HUG Corp, doing business as HUG Heating and Air, hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

**WITNESSETH**: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"REMOVE AND REPLACE SEVEN (7) HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNITS AT THREE (3) LOCATIONS.**"

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within five (5) working days after the date of the **NOTICE TO PROCEED** and will complete the same within **90 days**. The **CONTRACTOR** shall submit Payment Bond and Performance Bond in the amount of $135,000, and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within three (3) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum of $135,000 ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices will be paid based on actual quantities of work performed and accepted. CONTRACTOR

5. Contract Documents. The **CONTRACTOR** shall commence and complete all WORK required in accordance with the following **CONTRACT DOCUMENTS**, attached hereto as **Exhibits A through D:**

(A) CONTRACTOR Complete Bid as Submitted on April 20, 2026
(B) Addenda No. 1, dated 4/13/2026
(C) Insurance Requirements for Contractors as specified in IFB
(D) IFB 202526-18 Remove and Replace Seven (7) HVAC Units at Three (3) Locations

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK**

within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of FIVE HUNDRED DOLLARS ($500.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

1) Claims:

The term “claim” refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
b) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
c) Payment of an amount that is disputed by the Owner.

2) The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor’s completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

3) Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District’s written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

4) City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the

City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

5) Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

6) Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation

under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

7) Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Government Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

8) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

9) Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

10) Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within

45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

11) Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

**CONTRACTOR** agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER or the Owner's Designated Project Manager** and the **CONTRACTOR**. It is specifically agreed that the **OWNER or the Owner's Designated Project Manager** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the

contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for Contractors as specified in IFB.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

(a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(b) Certified mail addressed to the mailing address of the recipient

postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

   The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

   Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and

may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

Salahuddin Malikzada
HUG Corp
10107 Iron Rock Way
Elk Grove, CA 95624

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and

performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

33. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

***SIGNATURES ON FOLLOWING PAGE***

**IN WITNESS WHEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

**CITY OF MADERA (OWNER)**

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

Date: _____

ATTEST:

_____
Alicia Gonzales, City Clerk

Date: _____

**HUG Corp**

By: _____
Salahuddin Malikzada (signature)

Date: _____

_____
Printed Name and Title

_____
Federal Tax I.D. No.

1108684
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

**Acknowledgment**

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

State of California )

County of _____ )

On _____, 2026 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**INCLUDE THIS PAGE WITH BID**



## Bidder Checklist

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED WITH BID SUBMITTAL" column for bids to be considered responsive. If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

**REQUIRED WITH ELECTRONIC BID SUBMITTAL**

| | | |
|---|---|---|
| [X] | 1. | **BIDDER CHECKLIST (THIS PAGE)** |
| [X] | 2. | **BID PROPOSAL FORM** |
| [X] | 3. | **BID SCHEDULE** |
| [X] | 4. | **PROPOSED EQUIPMENT DETAIL** |
| [X] | 5. | **PROPOSED PROJECT SCHEDULE** |
| [X] | 6. | **BID AUTHORIZATION** |
| [X] | 7. | **PROPOSED EQUIPMENT MANUFACTURER'S SPECIFICATION SHEETS** |
| [X] | 8. | **WARRANTY DOCUMENTATION** – Complete warranty documentation of proposed equipment. |
| [X] | 9. | **CERTIFICATION (Comptroller General's List)** |
| [X] | 10. | **SUBCONTRACTOR LISTING** |
| [X] | 11. | **DISCLOSURE OF CONFLICT-OF-INTEREST FORM** |
| [X] | 12. | **NONCOLLUSION AFFIDAVIT** |
| [X] | 13. | **PUBLIC CONTRACT CODE** |
| [X] | 14. | **BID DEPOSIT (ELECTRONIC SCANNED COPY) attached to front of Proposal in the form of:**<br>**[ ] Certified Check [ ] Bidder's Bond (submitted on form in this IFB)**<br>**[ ] Cashier's Check [ ] Irrevocable Letter of Credit**<br>**[ ] Certificate of Deposit** |
| [X] | 15. | **ADDENDA** – Signature page of all Addenda issued |

**SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:**

| | | |
|---|---|---|
| [X] | 16. | **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINALS) delivered to:**<br>**City of Madera, ATTN: Jennifer Stickman**<br>**205 East 4th Street**<br>**Madera, Ca 93637** |

**INCLUDE THIS PAGE WITH BID**

## Bid Proposal Form

### IFB 202526-18 Replace Heating, Ventilation, and Air Conditioning (HVAC) Units, Various Locations

Bid proposal of HUG Corp (hereinafter called "BIDDER"), organized and existing under the laws of the State of California, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):

In compliance with your advertisement for Bids, BIDDER hereby proposes to provide parts, materials, travel, freight, and labor to be included in the price for the proposed equipment, for "**IFB 202526-18 Replace Heating, Ventilation, and Air Conditioning (HVAC) Units, Various Locations**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the timeframes established in the City-approved Project Schedule incorporated into the contract (Contract Time).

BIDDER further agrees to pay the City, as liquidated damages, the sum of **$500.00** for each consecutive calendar day the Project remains incomplete beyond the Contract Time, as established by the approved Project Schedule.

BIDDER acknowledges receipt of the following ADDENDA:

No. 1, dated 04/13, 2026

No. _____, dated _____, 2026

No. _____, dated _____, 2026

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the City of Madera to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

**INCLUDE THIS PAGE WITH BID**

## Bid Schedule

The following Bid Schedule lists the items necessary to provide the requested equipment. Bidder will fully complete the schedule including the total price of each line item.

| Bid Schedule A | | | |
|---|---|---|---|
| **Item** | **Description** | **UOM** | **Total Amount** |
| 1 | All labor, parts, materials, supplies, tools, equipment, vehicles, travel, warranties, manuals, and incidentals necessary to UNINSTALL four (4) existing HVAC units, and FURNISH and INSTALL four (4) HVAC units per specifications of IFB 202526-18 at the Madera Police Department | LS | $ 77,000.00 |
| 2 | All labor, parts, materials, supplies, tools, equipment, vehicles, travel, warranties, manuals, and incidentals necessary to UNINSTALL two (2) existing HVAC units, and FURNISH and INSTALL two (2) HVAC units per specifications of IFB 202526-18 at the Madera Municipal Golf Course | LS | $ 38,000.00 |
| 3 | All labor, parts, materials, supplies, tools, equipment, vehicles, travel, warranties, manuals, and incidentals necessary to UNINSTALL one (1) existing HVAC unit, and FURNISH and INSTALL one (1) HVAC unit per specifications of IFB 202526-18 at the Madera Fire Station #57 | LS | $ 20,000.00 |

TOTAL: $ 135,000.00

Total Amount of Bid (in words) is One hundered thirty five thousand Dollars and zero Cents.

In case of discrepancy between words and figures, the words shall prevail.

**INCLUDE THIS PAGE WITH BID**

## Proposed Equipment Detail

Complete this section to provide details on the proposed equipment **even if it is the same as the existing equipment that the City currently has in place**. This form, **along with** the manufacturer's specification sheet for each proposed unit, and complete warranty documentation for proposed equipment **must** be included with bid submittal. Submittal of this information does not guarantee the City's approval or acceptance of using proposed equipment.

| PROPOSED MANUFACTURER, MAKE, & MODEL QUOTED IN BID SCHEDULE A | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Proposed Manufacturer** | **Proposed Make** | **Proposed Model** | **Specification Sheet Included? (Y/N)** |
| 1 | Four (4) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Police Department | Lennox or Carrier | Lennox | GE554 | Y |
| 2 | Two (2) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Municipal Golf Course | Lennox or Carrier | Lennox | GC929 | Y |
| 3 | One (1) HVAC unit per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Fire Station #57 | Lennox or Carrier | Lennox | 37C59<br>25J45<br>27A09 | Y |

Bidder must include manufacturer's specification sheets and complete warranty documentation for **each** item described above with bid submittal. Specifications sheets must include, **at a minimum**, the following information:

- Manufacturer name and model number
- Cooling capacity (BTU/hr or tons)
- Heating capacity (BTU/hr or kW)
- Seasonal Energy Efficiency Ratio (SEER) rating (minimum 14 SEER for split systems)
- Energy Efficiency Ratio (EER) rating
- Heating Seasonal Performance Factor (HSPF) rating (if heat pump)
- Annual Fuel Utilization Efficiency (AFUE) rating (if gas furnace)
- Electrical requirements (voltage, phase, amperage)
- Sound ratings (dBA)
- Physical dimensions and weight
- Refrigerant type (must comply with current EPA regulations)
- Warranty information (parts and labor)

**INCLUDE THIS PAGE WITH BID**

## Proposed Project Schedule

| Item | Description | Estimated Lead Time (Number of Calendar Days from Order Date) |
|---|---|---|
| 1 | Four (4) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Police Department | 4 Weeks+ |
| 2 | Two (2) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Municipal Golf Course | 4 Weeks+ |
| 3 | One (1) HVAC unit per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Fire Station #57 | 4 Weeks+ |

| Location | Estimated Start (Days from NTP) | Estimated Duration (Calendar Days) | Estimated Completion (Days from NTP) |
|---|---|---|---|
| 1, Madera Police Department | 30 | 7 Business Days | 17 Business Days |
| 2, Madera Municipal Golf Course | 30 | 3 Business Day | 20 Business Days |
| 3, Madera Fire Station #57 | 30 | 2 Business Days | 22 Business Days |

**INCLUDE THIS PAGE WITH BID**

The final bid amount shall include all costs associated with uninstalling and disposing of the existing HVAC units, and furnishing and installing the HVAC units specified herein, including mobilization, permits, disposal, equipment, parts, labor, delivery/freight, and warranties.

| | |
|---|---|
| DATE | 4/18/2026 |
| COMPANY NAME | HUG Corp |
| STREET ADDRESS | 10107 Iron Rock Way |
| CITY/STATE/ZIP | Elk Grove CA 95624 |
| PHONE NUMBER | 571-278-0956 |
| EMAIL | contact@hugca.com |
| PERSON PREPARING BID | Salahuddin Malikzada |
| TITLE | CEO |
| SIGNATURE | Salahuddin Malikzada |
| CITY OF MADERA BUS. LIC. NO. | TBD |
| CA CONTRACTOR'S LIC. NO. & CLASS | 1108684 |

Attest
(Seal if bid is by a corporation)

HUG Corp is offering tow different brands of equipment and can go with either one
1- Lennox Page 1-55
2- Carreri Page 16 53

We could not upload tow files for this item so both brand cut sheets are combined in one file.

# Project Submittal

**Project Name:** HUG Corp - City of Madera IFB
**Project Number:** 1089293
**Project Altitude:** 500
**Project Location:**
, US

**Customer:** HUG Corp
**Engineer:** Pending Engineer

**Date: 4/16/2026**
**Quote:** 716997
**Roof Top Units:** 4
**Split Systems:** 3

# Table of Contents


| Tag | Qty | Model | Description |
|---|---|---|---|
| **Replacement for Unit 5 & 11** | 2 | LGT048H5E | LGT048H5E 60k 1hp ENV |
| **Replacement for Unit 7 & 17** | 2 | ZGD092S5T | ZGD092S5T 130K 2hp LLSens ENV |
| **Replacement for F-4A/CU-4A + F-4B/CU-4B + Unit #2** | 3<br>3 | 37C59<br>25J45 | ML14KP1-060-233 HeatPump/5Ton/230-3<br>CBK45UHET-060 AHU/5.0Ton/230-1 R454B |


Revit® Building Information Modeling (BIM) - Click here

AutoCAD® Templates - Click here

# Project Submittal

**Tag:** Replacement for Unit 5 & 11
**Model:** LGT048H5E - LGT048H5E 60k 1hp ENV

## UNIT OVERVIEW

| Voltage | AHRI SEER2 EER2 | MCA/MOCP (amp) | Gross Cooling Ttl/Sens (MBH) | Net Cooling Ttl/Sens (MBH) | Supply Air Flow (cfm) | ESP/TSP (in.WC) | EAT DB/WB (°F) | LAT DB/WB (°F) |
|---|---|---|---|---|---|---|---|---|
| 208V 3Ph 60Hz | 17.5 13.5 | 23 / 30 | 50.7 / 36.0 | 48.7 / 34.0 | 1,600 | 0.50 / 0.56 | 80.0 / 67.0 | 58.3 / 56.5 |

## COOLING

| Cooling Performance | | Temperatures (DB/WB °F) | | |
|---|---|---|---|---|
| Gross Cooling (Ttl/Sens) | 50.7 / 36.0 MBH | Ambient | 95.0 | |
| Net Cooling (Ttl/Sens) | 48.7 / 34.0 MBH | Entering | 80.0 | 67.0 |
| Coil Moisture Removal | 13.86 lb/hr | Total Leaving – (Coil) | 58.3 | 56.5 |
| System Moisture Removal | 13.86 lb/hr | Total Leaving – (Unit) | 59.5 | 56.9 |

| ARI Performance | | Compressors | | Refrigerant | | Condensate Drain | |
|---|---|---|---|---|---|---|---|
| AHRI Cooling | 50.1 / 49.0 MBH | Cooling Stages | 2 | Type | R-454B | Qty | 1 |
| AHRI Power | 3,800 W | Compressor Qty | 1 | Charge | 5 LBS. 2 OZ. | Size | 1 in. |
| | | Compressor RLA | 10.2 amp | | | Pipe Thread | npt |

## HEATING

| Heating Performance | | Temperatures (DB/WB °F) | | Specifications | |
|---|---|---|---|---|---|
| Output (High/Low) | 48.0 / 37.0 MBH | Gas Heat Rise | 27.8 | Heat Stages | 2 |
| Input (High/Low) | 60.0 / 45.0 MBH | Total Leaving | 27.8 | Thermal Efficiency | 80.0% |
| | | | | Gas Line Size | 0.5 in. |
| | | | | Gas Pressure | 7 in.WC |

## VENTILATION

| Air Flow (cfm) | | Supply Fan | | Air Resistance (in.WC) | |
|---|---|---|---|---|---|
| Supply | 1,600 | Nominal Power | 1.00 hp | Total | 0.56 |
| | | Required Power | 0.64 hp | Ext Supply | 0.50 |
| | | Drive Type | ECM Direct Drive | | |
| | | Required Watts | 478 W | | |
| | | Motor Torque | 55 | | |

## AIR RESISTANCE - OPTIONS/ACCESSORIES (in.WC)

| Wet Coil | Humiditrol | Heat | Economizer | Filters | Diffuser | Exhaust | ERW |
|---|---|---|---|---|---|---|---|
| 0.06 | | | | | | | |

## ELECTRICAL

| | | | |
|---|---|---|---|
| Voltage | 208V 3Ph / 60Hz | Compressor RLA | 10.2 amp |
| MCA | 23 amp | Condenser FLA | 2.8 amp |
| MOCP | 30 amp | Supply Fan FLA | 7.4 amp |
| Oper Range-Nom Volt | +/- 10% | Cooling FLA Total | 20.4 amp |

## ADDITIONAL DATA

| | | | |
|---|---|---|---|
| Cabinet | 85.25 in. x 47.00 in. x 46.88 in. | Total Weight | 629 lb |
| Downflow Supply | 20.0 in. x 18.0 in. | Base Unit Net Weight | 629 lb |
| Downflow Return | 29.0 in. x 11.0 in. | | |
| Filters | **(4)** 20.0 in. x 20.0 in. x 2.0 in. | | |
| Sound Rating | 75 dBA | | |

**Tag:** Replacement for Unit 5 & 11

## Factory Installed Options

Direct Drive
Unit Orientation Downflow
Supply Fan: Multi-Speed ECM Direct Drive
208/220/230/240V 3Phase
Built-in BACnet IP and MS/TP (standard)
Refrigerant R-454B
Supply Motor - 1.0 Hp ECM - Multi-Speed Direct Drive
60K S.S. ULNOx (Dual Stage)
Environ Evaporator and Condenser Coil System Factory Installed

## Product Features

### Cabinet

Hinged Access Panels
Durable Outdoor Enamel Paint Finish
Totally Enclosed Outdoor Fan Motor
PVC Coated Fan Guard
Corrosion-Resistant Removable, Reversible Drain Pan
Isolated Compressor Compartment

### Cooling System

Scroll Compressor
Expansion Valves
High Capacity Driers
Crankcase Heater
System can operate from 0°F to 125°F without any additional controls
Pre-charged Refrigeration System
Timed Off Control
Internal Pressure Relief Valve
Thermostat Control – 2 Stages of Cooling

### Heating System

Redundant Automatic Gas Valve with Manual Shut-off
Electronic Flame Sensor
Direct Spark Ignition
Inshot Burners
AGA-CGA Certified
If configured for room sensor control, additional staging may be possible. Refer to performance tables within the EHB

### Control System

Fan and Limit Controls
Overload Protection
Microprocessor Controls – Lennox® CORE Control System
Auto reset high & low pressure switch with strike 3 lockout feature in Lennox® CORE Control System
Built-in BACnet IP & MS/TP
Return Air Sensor Factory Installed
Outdoor Air Sensor Factory Installed
Factory Installed Discharge Air Sensor
Refrigerant Detection System (RDS) and mitigation response, per UL safety standard 60335-2-40

### Approvals and Compliance

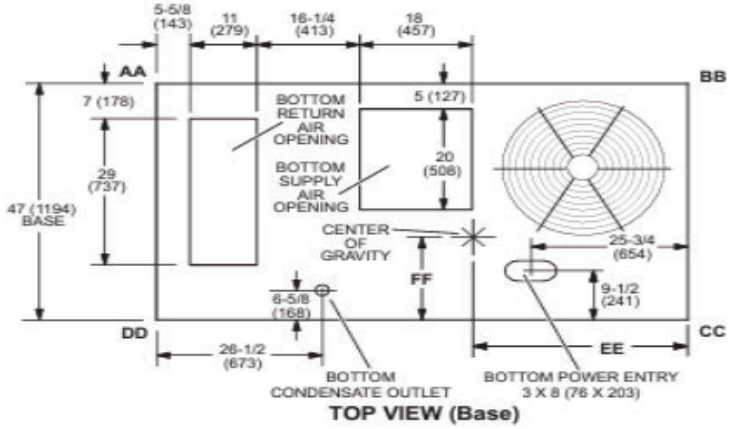
Components are bonded for grounding to meet safety standards for servicing required by ETL, NEC and CEC
All models are fully charged and run tested to verify unit operation and functionality
All models have HCAI (formerly OSHPD) OSP and Special Seismic Certification (Number: OSP-0596), and meet 2021 International Building Code (IBC), 2022 California Building Code (CBC) ASCE 7, and ICC-ES AC156
ISO 9001 Registered Manufacturing Quality System
Only refrigerants in compliance with New York State regulations can be used in the state of New York
All 2-5 ton models are AHRI Standard 210/240-2024 certified
ENERGY STAR® certified (certain models)
ETL and CSA listed
All models are ASHRAE 90.1-2025 compliant
All models meet DOE 2023 energy efficiency standards
All models are listed to UL 60335-1 and UL 60335-2-40 and meet the Refrigerant Detection and Dissipation Requirements
All models have been sound tested in accordance with test conditions included in AHRI Standard 270 or 370
All models have FSA approval and are compliant with standard ASCE 7-22 (ASD) and the Florida Building Code Eighth Edition (2023)

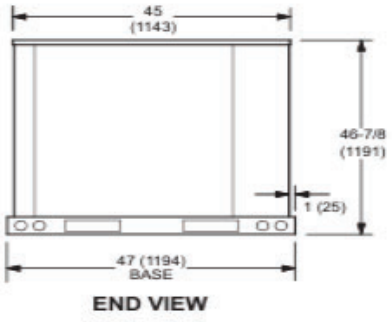
Units are charged with virgin refrigerant to comply with NYCRR Part 494

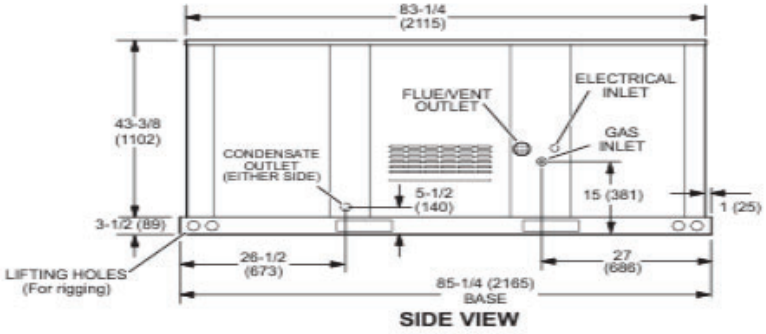
**Warranty**

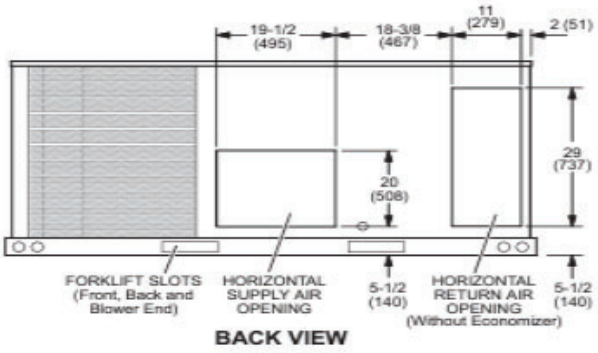
Limited warranty on stainless steel heat exchanger of 15 years
Limited warranty on compressor of 5 years
Limited warranty on Environ Coil System of 3 years
Limited warranty on all other components of 1 year
Limited warranty on Lennox® CORE Control System of 3 years
See Limited Warranty Certificate included with unit for details

| Corner Weights (lb) | | | | | | | | Center of Gravity (in.) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| AA | | BB | | CC | | DD | | EE | | FF | |
| Base | Max | Base | Max | Base | Max | Base | Max | Base | Max | Base | Max |
| 131 | 169 | 161 | 207 | 220 | 283 | 179 | 230 | 38.25 | 39.75 | 19.88 | 19.88 |

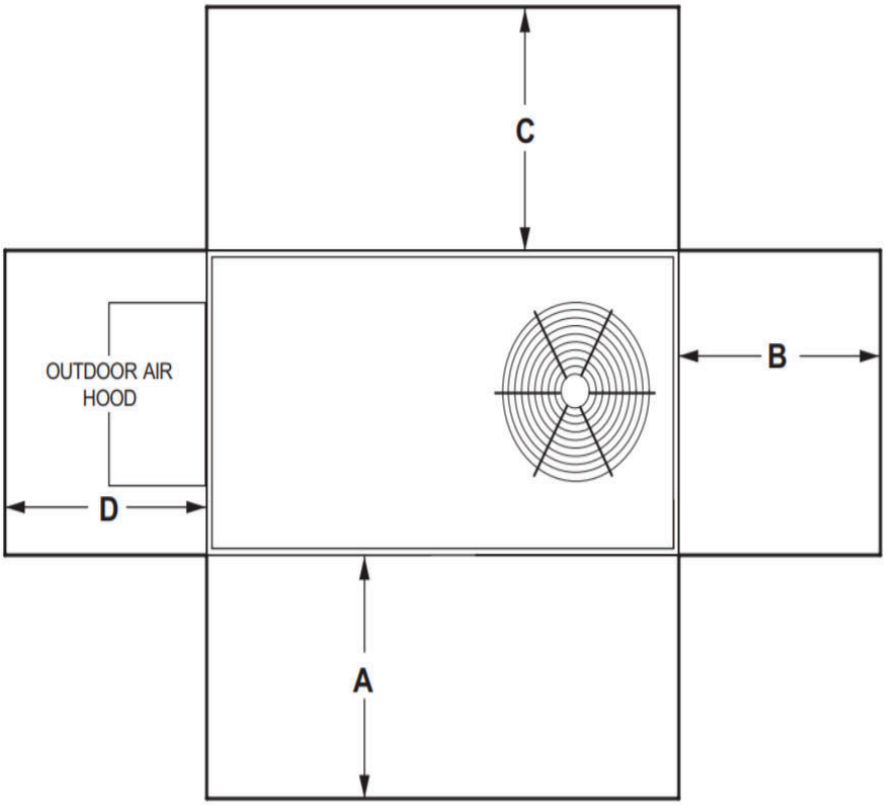


## UNIT CLEARANCES




| [1] Unit Clearance | A | | B | | C | | D | | Top Clearance |
|---|---|---|---|---|---|---|---|---|---|
| | in. | mm | in. | mm | in. | mm | in. | mm | |
| Service Clearance | 48 | 1219 | 36 | 914 | 36 | 934 | 36 | 914 | Unobstructed |
| Clearance to Combustibles | 36 | 914 | 1 | 25 | 1 | 25 | 1 | 25 | |
| Minimum Operation Clearance | 36 | 914 | 36 | 914 | 36 | 914 | 36 | 914 | |

NOTE - Entire perimeter of unit base requires support when elevated above the mounting surface.

[1] **Service Clearance** - Required for removal of serviceable parts.
**Clearance to Combustibles** - Required clearance to combustible material.
**Minimum Operation Clearance** - Required clearance for proper unit operation.

# Project Submittal

**Tag:** Replacement for Unit 7 & 17
**Model:** ZGD092S5T - ZGD092S5T 130K 2hp LLSens ENV

## UNIT OVERVIEW

| Voltage | AHRI IEER EER | MCA/MOCP (amp) | Gross Cooling Ttl/Sens (MBH) | Net Cooling Ttl/Sens (MBH) | Supply Air Flow (cfm) | ESP/TSP (in.WC) | EAT DB/WB (°F) | LAT DB/WB (°F) |
|---|---|---|---|---|---|---|---|---|
| 208V 3Ph 60Hz | 15 11 | 40 / 50 | 99.3 / 92.3 | 95.0 / 88.1 | 3,000 | 0.50 / 0.79 | 80.0 / 67.0 | 50.1 / 50.1 |

## COOLING

| Cooling Performance | | Temperatures (DB/WB °F) | | |
|---|---|---|---|---|
| Gross Cooling (Ttl/Sens) | 99.3 / 92.3 MBH | Ambient | 95.0 | |
| Net Cooling (Ttl/Sens) | 95.0 / 88.1 MBH | Entering | 80.0 | 67.0 |
| Coil Moisture Removal | 6.55 lb/hr | Total Leaving – (Coil) | 50.1 | 50.1 |
| System Moisture Removal | 6.55 lb/hr | Total Leaving – (Unit) | 51.5 | 51.5 |

| ARI Performance | | Compressors | | Refrigerant | | Condensate Drain | |
|---|---|---|---|---|---|---|---|
| AHRI Cooling | 89.7 / 88.0 MBH | Cooling Stages | 3 | Type | R-454B | Qty | 1 |
| AHRI Power | 7,900 W | Compressor Qty | 2 | Charge | 8 LBS. 2 OZ. | Size | 1 in. |
| | | Compressor RLA | 26.7 amp | | | Pipe Thread | npt |

## HEATING

| Heating Performance | | Temperatures (DB/WB °F) | | Specifications | |
|---|---|---|---|---|---|
| Output (High/Low) | 105.0 / 68.4 MBH | Gas Heat Rise | 32.4 | Heat Stages | 2 |
| Input (High/Low) | 130.0 / 84.5 MBH | Total Leaving | 32.4 | Thermal Efficiency | 81.0% |
| | | | | Gas Line Size | 0.75 in. |
| | | | | Gas Pressure | 7 in.WC |

## VENTILATION

| Air Flow (cfm) | | Supply Fan | | Air Resistance (in.WC) | |
|---|---|---|---|---|---|
| Supply | 3,000 | Nominal Power | 2.00 hp | Total | 0.79 |
| | | Required Power | 1.36 hp | Ext Supply | 0.50 |
| | | Drive Type | MSAV Belt Drive | | |
| | | RPM Range | 590 - 890 rpm | | |
| | | Required RPM | 788 rpm | | |

## AIR RESISTANCE - OPTIONS/ACCESSORIES (in.WC)

| Wet Coil | Humiditrol | Heat | Economizer | Filters | Diffuser | Exhaust | ERW |
|---|---|---|---|---|---|---|---|
| 0.07 | | 0.11 | 0.11 | | | | |

## ELECTRICAL

| | | | |
|---|---|---|---|
| Voltage | 208V 3Ph / 60Hz | Compressor RLA | 26.7 amp |
| MCA | 40 amp | Condenser FLA | 4.8 amp |
| MOCP | 50 amp | Supply Fan FLA | 7.5 amp |
| Oper Range-Nom Volt | +/- 10% | Cooling FLA Total | 39.0 amp |

## ADDITIONAL DATA

| | | | |
|---|---|---|---|
| Cabinet | 95.38 in. x 60.12 in. x 48.88 in. | Total Weight | 1,012 lb |
| Downflow Supply | 15.0 in. x 28.2 in. | Base Unit Net Weight | 922 lb |
| Downflow Return | 39.0 in. x 14.5 in. | OAS/Econ Weight | 90 lb |
| Filters | **(4)** 20.0 in. x 24.0 in. x 2.0 in. | | |
| Sound Rating | 84 dBA | | |

**Tag:** Replacement for Unit 7 & 17

## Factory Installed Options

High Performance Economizer Factory Installed
Single Sensible Economizer Control
Belt Drive
Unit Orientation Downflow
Supply Fan: Multi-Stage Air Volume Belt
208/220/230/240V 3Phase
Refrigerant R-454B
Supply Motor - 2.0 Hp - w/ MSAV
Supply Drive Kit 1 (590-890 RPM)
130K A.S. (Dual Stage)
Non-Hinged Doors Factory Installed
Environ Condenser Coil System Factory Installed
2" MERV4 - Std. Filter Factory Installed

## Product Features

### Cabinet

Durable Outdoor Enamel Paint Finish
Totally Enclosed Outdoor Fan Motor
PVC Coated Fan Guard
Corrosion-Resistant Drain Pan
Isolated Compressor Compartment

### Cooling System

Scroll Compressor
High Capacity Driers
Crankcase Heater
System can operate from 40°F to 125°F without any additional controls
Pre-charged Refrigeration System
Internal Pressure Relief Valve

### Heating System

Redundant Automatic Gas Valve with Manual Shut-off
Electronic Flame Sensor
Direct Spark Ignition
Inshot Burners
If configured for room sensor control, additional staging may be possible. Refer to performance tables within the EHB

### Control System

Fan and Limit Controls
Overload Protection
Refrigerant Detection System (RDS) and mitigation response, per UL safety standard 60335-2-40

### Approvals and Compliance

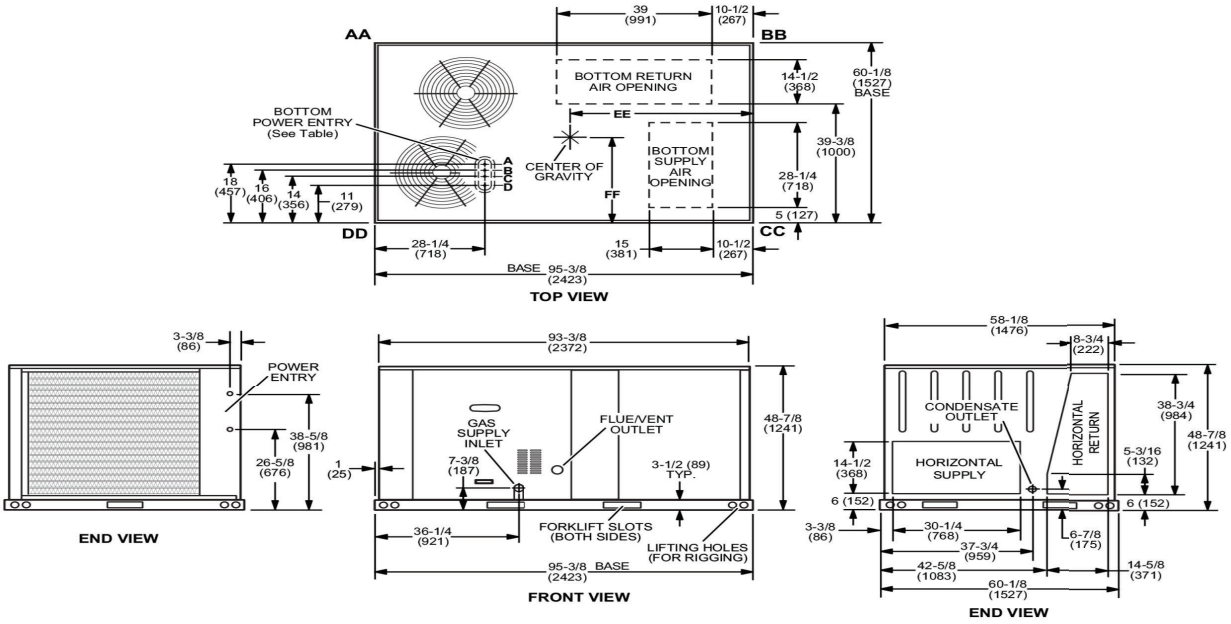
Components are bonded for grounding to meet safety standards for servicing required by ETL, NEC and CEC
All models are fully charged and run tested to verify unit operation and functionality
Only refrigerants in compliance with New York State regulations can be used in the state of New York
ETL listed
All models are ASHRAE 90.1-2025 compliant
All models meet DOE 2023 energy efficiency standards
All models are listed to UL 60335-1 and UL 60335-2-40 and meet the Refrigerant Detection and Dissipation Requirements
All models have been sound tested in accordance with test conditions included in AHRI Standard 270 or 370
All models have FSA approval and are compliant with standard ASCE 7-22 (ASD) and the Florida Building Code Eighth Edition (2023)
Units are charged with virgin refrigerant to comply with NYCRR Part 494

### Warranty

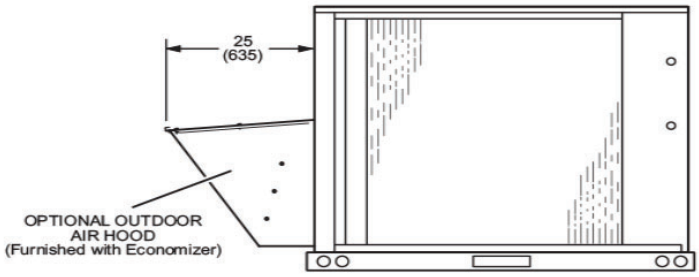
Limited warranty on aluminized heat exchanger of 10 years
Limited warranty on compressor of 5 years
Limited warranty on Environ Coil System of 3 years
Limited warranty on High Performance Economizer of 5 years
Limited warranty on all other components of 1 year
See Limited Warranty Certificate included with unit for details

# Project Submittal

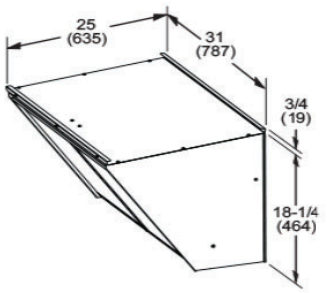
| Corner Weights (lb) | | | | | | | | Center of Gravity (in.) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| AA | | BB | | CC | | DD | | EE | | FF | |
| Base | Max | Base | Max | Base | Max | Base | Max | Base | Max | Base | Max |
| 264 | 305 | 195 | 241 | 197 | 233 | 266 | 295 | 47.50 | 48.50 | 25.50 | 26.50 |



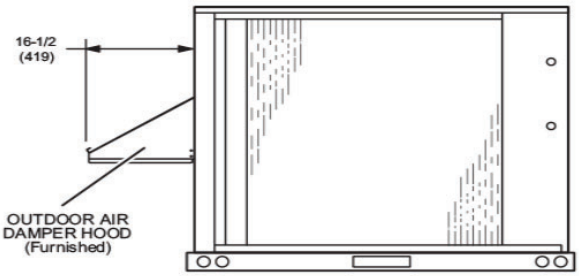
**OUTDOOR AIR HOOD DETAIL FOR OPTIONAL DOWNFLOW ECONOMIZER**
**(Downflow Applications)**



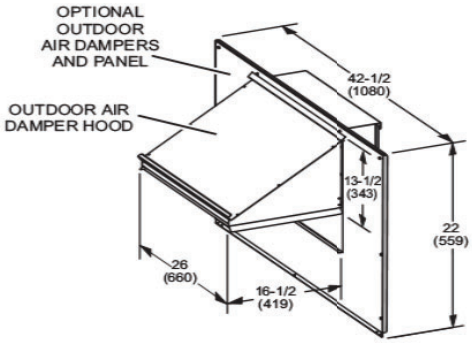

END VIEW




**OUTDOOR AIR DAMPER HOOD DETAIL FOR OPTIONAL MANUAL OR MOTORIZED OUTDOOR AIR DAMPERS**
**(Downflow or Horizontal Applications)**

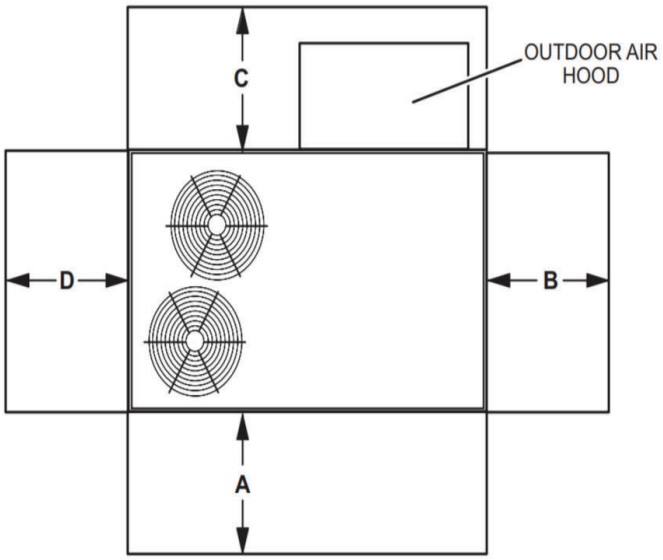



END VIEW



## UNIT CLEARANCES

### UNIT WITH ECONOMIZER




| [1] Unit Clearance | A | | B | | C | | D | | Top Clearance |
|---|---|---|---|---|---|---|---|---|---|
| | in. | mm | in. | mm | in. | mm | in. | mm | |
| Service Clearance | 60 | 1524 | 36 | 914 | 36 | 914 | 60 | 1524 | Unobstructed |
| Clearance to Combustibles | 36 | 914 | 1 | 25 | 1 | 25 | 1 | 25 | |
| Minimum Operation Clearance | 36 | 914 | 36 | 914 | 36 | 914 | 36 | 914 | |

NOTE - Entire perimeter of unit base requires support when elevated above the mounting surface.

[1] Service Clearance - Required for removal of serviceable parts.
Clearance to Combustibles - Required for clearance to combustible material.
Minimum Operation Clearance - Required clearance for proper unit operation.

# Project Submittal

**Tag:** Replacement for F-4A/CU-4A + F-4B/CU-4B + Unit #2
**Condenser:** ML14KP1-060-233
**Air Handler:** CBK45UHET-060 (R454B)

## UNIT OVERVIEW

**AHRI Reference - 217321300**

| Voltage | AHRI SEER2 EER2 | Tons | Gross Cooling Ttl/Sens (MBH) | Net Cooling Ttl/Sens (MBH) | Supply Air Flow (cfm) | ESP/TSP (in.WC) | EAT DB/WB (°F) | LAT DB/WB (°F) |
|---|---|---|---|---|---|---|---|---|
| 208 Volt 3 Phase / 60Hz | 14.3 11.7 | 5.0 | 57.5 / 42.8 | 54.3 / 39.6 | 1,685 | 0.5 / 0.5 | 80.0 / 67.0 | / |

## COOLING

| Cooling Performance | | Temperatures (DB/WB °F) | | |
|---|---|---|---|---|
| Gross Cooling (Ttl/Sens) | 57.5 / 42.8 MBH | Ambient | 95.0 | |
| Net Cooling (Ttl/Sens) | 54.3 / 39.6 MBH | Entering | 80.0 | 67.0 |
| Coil Moisture Removal | 13.83 lb/hr | Total Leaving – (Coil) | | |
| | | Total Leaving – (Unit) | | |

| ARI Performance | | Compressors | | Refrigerant | | Condensate Drain | |
|---|---|---|---|---|---|---|---|
| AHRI Cooling | 57.0 MBH | Cooling Stages | Single | Type | R-454B | Qty | 2 |
| | | Compressor Qty | 1 | Cond Suction Line | 1 1/8 | Size | 0.75 in. |
| | | | | Cond Liquid Line | 3/8 | Pipe Thread | fpt |
| | | | | Coil Suction Line | 7/8 | | |
| | | | | Coil Liquid Line | 3/8 | | |

## HEATING

| Heating Performance | | Temperatures (DB/WB °F) | |
|---|---|---|---|
| Output | 12.8 MBH | HP Design | 17.0 |
| AHRI HP Output (High/Low) | 56.0 / 36.2 MBH | HP - Heat Rise @ Design | 19.9 |
| HP Output @ Design | 36.2 MBH | Elec Heat - Heat Rise | 7.4 |
| AHRI HSPF2 | 7.5 | Total Leaving | 27.3 |
| Electric Heat Size | 5.0 kW | | |

## VENTILATION

| Air Flow (cfm) | | Supply Fan | | Air Resistance (in.WC) | |
|---|---|---|---|---|---|
| Supply | 1,685 | Nominal Power | 1.00 hp | Total | 0.50 |
| | | Required Power | 1.00 hp | Ext Supply | 0.50 |
| | | Drive Type | ECM Multi Speed Constant Torque | | |
| | | Speed | Medium | | |
| | | Orientation | Upflow/Horizontal | | |

## ELECTRICAL

| Condenser | | Air Handler | |
|---|---|---|---|
| Voltage | 208 Volt 3 Phase / 60Hz | Voltage | 208 Volt 1 Phase / 60Hz |
| MCA | 20 amp | Elec Ht Voltage | 208 Volt 1 Phase |
| MOCP | 35 amp | MCA (Ckt 1/2/3) | 31 / 0 / 0 amp |
| Condenser Oper Range-Nom Volt | +/- 10% | MOCP (Ckt 1/2/3) | 35 / 0 / 0 amp |
| Oper Range-Nom Volt | +/- 10% | AHU FLA | 7.6amp |

## ADDITIONAL DATA

| Condenser | | Air Handler | |
|---|---|---|---|
| Dimensions | 32.25 in. x 32.25 in. x 43.25 in. | Dimensions | 59.75 in. x 21.50 in. x 59.75 in. |
| Total Weight | 260 lb | Total Weight | 190 lb |

## Field Installed Accessories

| Catalog Number | Qty | Description |
|---|---|---|
| 27A09 | 3 | 5 KW Electric Heat 208/230 1Ph Field Installed |

## Product Features

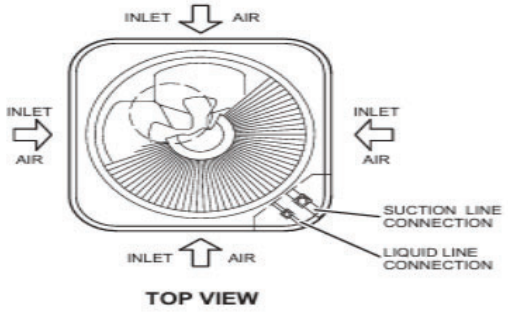
### Cabinet
Heavy gauge galvanized steel cabinet
Heavy gauge galvanized steel cabinet
Upflow or Horizontal applications

### Cooling System
Scroll Compressor
Quantum Coil / Fortified aluminum allow tube/enhanced fin coil
Hi-Capacity Drier factory installed in liquid line
Low Pressure Switch
Twin Coils assembled in an "A" configuration
Check and Expansion Valve is factory installed
Four-Way Reversing Valve

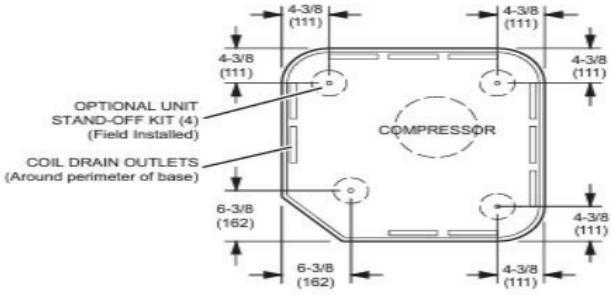
### Control System
Indoor Refirgerant Detection System (RDS)

### Approvals and Compliance
Only refrigerants in compliance with New York State regulations can be used in the state of New York

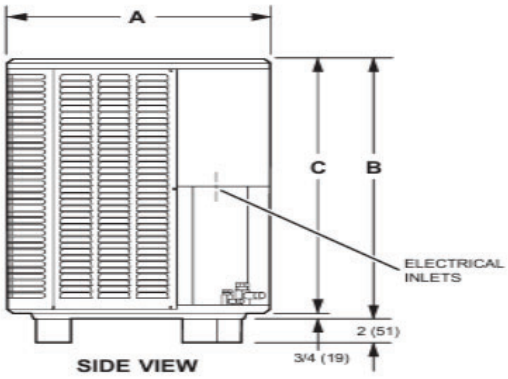
### Warranty
Condenser Limited compressor warranty of 5 years for Residential Installations Condenser See Limited Warranty Certificate included with unit for detailsCondenser Limited compressor warranty of 5 years for Non-Residential InstallationsCondenser Limited warranty on all covered components of 1 year in Non-Residential InstallationsCoil See Limited Warranty Certificate included with unit for detailsCoil Limited warranty on all other covered components of 1 year (Comm Use)



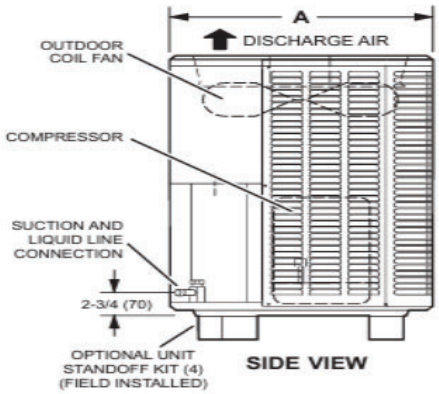

TOP VIEW




TOP VIEW BASE SECTION

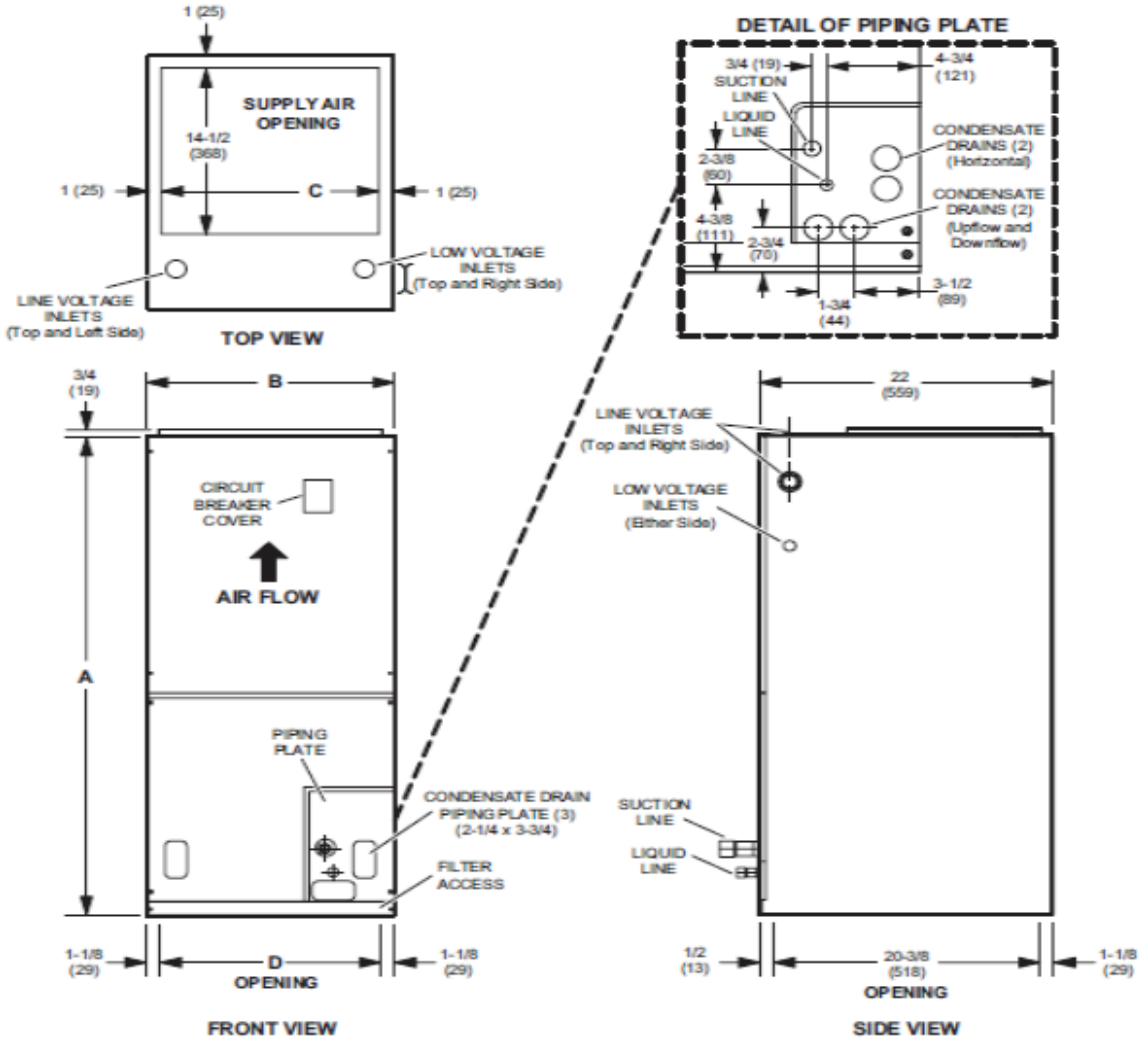



SIDE VIEW




SIDE VIEW

| Size | A Width and Depth | | B Height | | C | |
|---|---|---|---|---|---|---|
| | in. | mm | in. | mm | in. | mm |
| 018 | 28-1/4 | 718 | 43-1/4 | 1099 | 42-1/2 | 1080 |
| 024 | 28-1/4 | 718 | 43-1/4 | 1099 | 42-1/2 | 1080 |
| 030 | 28-1/4 | 718 | 33-1/4 | 845 | 32-1/2 | 826 |
| 036 | 32-1/4 | 819 | 33-1/4 | 845 | 32-1/2 | 826 |
| 042 | 32-1/4 | 819 | 37-1/4 | 946 | 36-1/2 | 927 |
| 048 | 32-1/4 | 819 | 37-1/4 | 946 | 36-1/2 | 927 |
| 060 | 32-1/4 | 819 | 43-1/4 | 1099 | 42-1/2 | 1080 |




| Dimensions | 018 | | 024 | | 030 | | 036, 042 | | 048 | | 060 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | in. | mm | in. | mm | in. | mm | in. | mm | in. | mm | in. | mm |
| A | 43-1/2 | 1105 | 45-1/2 | 1156 | 47 | 1194 | 53-5/8 | 1362 | 55 | 1397 | 59-3/4 | 1518 |
| B | 18-1/2 | 470 | 18-1/2 | 470 | 18-1/2 | 470 | 21-1/2 | 546 | 21-1/2 | 546 | 21-1/2 | 546 |
| C | 16-1/2 | 419 | 16-1/2 | 419 | 16-1/2 | 419 | 19-1/2 | 495 | 19-1/2 | 495 | 19-1/2 | 495 |
| D | 16-1/4 | 413 | 16-1/4 | 413 | 16-1/4 | 413 | 19-1/4 | 489 | 19-1/4 | 489 | 19-1/4 | 489 |

# Unit Report For Unit 5 and 11

Project: City of Madera - Department of Public works 04/15/2026
Prepared By: Sigler Engineering 02:40PM

**Unit Parameters**

Unit Model: **48GEGM05A2A5-0A0A0**
Unit Size: **05 (4 Tons)**
Volts-Phase-Hertz: **208-3-60**
Heating Type: **Gas**
Refrigerant: **R-454B**
Heat Control: **Ultra Low NOx, Low Gas Heat**
Duct Cfg: **Vertical Supply / Vertical Return**
DX Options: **Two Stage Cooling, Single Circuit**

**Dimensions (ft. in.) & Weight (lb.) *****

Unit Length: **6' 2.375"**
Unit Width: **3' 10.625"**
Unit Height: **2' 9.375"**
**Total Operating Weight:** **555** lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

**Lines and Filters**

Gas Line Size: **1/2**
Condensate Drain Line Size: **3/4**
Return Air Filter Type: **Throwaway**
Return Air Filter Quantity: **2**
Return Air Filter Size: **16 x 25 x 2**

**Selection includes construction throwaway filter into the base fan curve.**

**Unit Configuration**

Ultra Low NOx, Low Gas Heat
Standard/Medium Static - EcoBlue Vane Axial Fan
Al/Cu - Al/Cu
Electro-mechanical controls
Standard Packaging
UL60335-2-40 approved R-454B Dissipation board and leak sensor included as standard

**Warranty Information**

1-Year parts(std.)
5-Year compressor parts(std.)
10-year heat exchanger - Ultra Low NOx modles

No optional warranties were selected.

**Ordering Information**

| Part Number | Description | Quantity |
|---|---|---|
| 48GEGM05A2A5-0A0A0 | Rooftop Unit | 2 |

# Performance Summary For Unit 5 and 11

Project: City of Madera - Department of Public works 04/15/2026
Prepared By: Sigler Engineering 02:40PM

## Part Number:48GEGM05A2A5-0A0A0

| | | |
|---|---|---|
| Refrigerant: | **R-454B** | |
| ARI SEER: | **17.20** | |
| ARI SEER2: | **16.80** | |

**Base Unit Dimensions**

| | | |
|---|---|---|
| Unit Length: | **74.4** | in |
| Unit Width: | **46.6** | in |
| Unit Height: | **33.4** | in |

**Operating Weight**

| | | |
|---|---|---|
| Base Unit Weight: | **555** | lb |
| Total Operating Weight: | **555** | lb |

**Unit**

| | | |
|---|---|---|
| Unit Voltage-Phase-Hertz: | **208-3-60** | |
| Air Discharge: | **Vertical** | |
| Fan Drive Type: | **Vane Axial** | |
| Actual Airflow: | **1600** | CFM |
| Site Altitude: | **0** | ft |

**Cooling Performance**

| | | |
|---|---|---|
| Condenser Entering Air DB: | **95.0** | F |
| Evaporator Entering Air DB: | **80.0** | F |
| Evaporator Entering Air WB: | **67.0** | F |
| Entering Air Enthalpy: | **31.44** | BTU/lb |
| Evaporator Leaving Air DB: | **57.7** | F |
| Evaporator Leaving Air WB: | **56.7** | F |
| Evaporator Leaving Air Enthalpy: | **24.22** | BTU/lb |
| Unit Discharge Air DB: | **59.0** | F |
| Unit Discharge Air WB: | **57.2** | F |
| Unit Discharge Air Enthalpy: | **24.53** | BTU/lb |
| Gross Cooling Capacity: | **51.94** | MBH |
| Net Cooling Capacity: | **49.77** | MBH |
| Gross Sensible Capacity: | **38.47** | MBH |
| Net Sensible Capacity: | **36.30** | MBH |
| Compressor Power Input: | **3.45** | kW |
| Coil Bypass Factor: | **0.068** | |

**Heating Performance**

| | | |
|---|---|---|
| Heating Airflow: | **1600** | CFM |
| Entering Air Temp: | **70.0** | F |
| Leaving Air Temp: | **98.4** | F |
| Gas Heating Input Capacity: | **60.0** | MBH |
| Gas Heating Output Capacity: | **49.0** | MBH |
| Temperature Rise: | **28.4** | F |
| Thermal Efficiency (%): | **81.0** | |

**Supply Fan**

| | | |
|---|---|---|
| External Static Pressure: | **0.80** | in wg |
| Fan RPM: | **1908** | |
| Fan Power: | **0.75** | BHP |
| NOTE: | **Selected IFM RPM Range: 1262 - 2170** | |

**Selection includes construction throwaway filter into the base fan curve. This filter is not MERV Rated.**

**Electrical Data**

| | | |
|---|---|---|
| Voltage Range: | **187 - 253** | |
| Compressor #1 RLA: | **14.2** | |

Compressor #1 LRA: **112**
Indoor Fan Motor Type: **MED**
Indoor Fan Motor FLA (Total): **7.1**
Combustion Fan Motor FLA (ea): **0.48**
Power Supply MCA: **28**
Power Supply MOCP (Fuse or HACR): **40**
Disconnect Size FLA: **27**
Disconnect Size LRA: **126**
Electrical Convenience Outlet: **None**
Outdoor Fan [Qty / FLA (ea)]: **1 / 2.6**

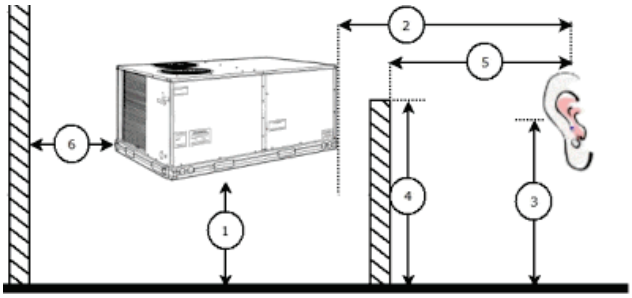
**Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage**

## Acoustics

Sound Power Levels, db re 10E-12 Watts

| | Discharge | Inlet | Outdoor |
|---|---|---|---|
| 63 Hz | 93.3 | 91.5 | 85.6 |
| 125 Hz | 84.2 | 79.4 | 84.7 |
| 250 Hz | 78.0 | 72.8 | 80.5 |
| 500 Hz | 72.6 | 65.6 | 76.0 |
| 1000 Hz | 69.2 | 67.5 | 72.4 |
| 2000 Hz | 65.7 | 58.1 | 68.0 |
| 4000 Hz | 63.2 | 52.6 | 62.8 |
| 8000 Hz | 59.9 | 45.6 | 59.3 |
| A-Weighted | 76.6 | 72.2 | 79.0 |

## Advanced Acoustics




**Advanced Accoustics Parameters**

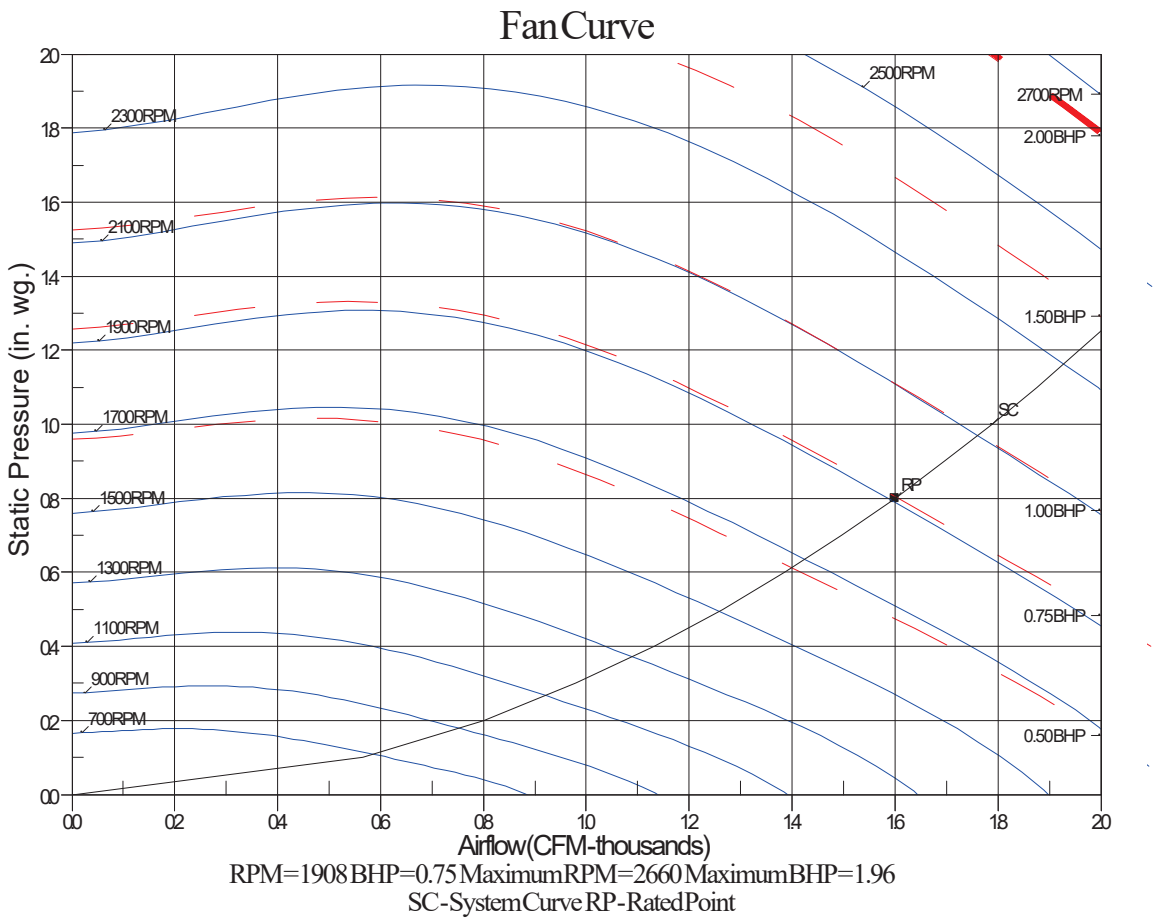
1. Unit height above ground: **30.0** ft
2. Horizontal distance from unit to receiver: **50.0** ft
3. Receiver height above ground: **5.7** ft
4. Height of obstruction: **0.0** ft
5. Horizontal distance from obstruction to receiver: **0.0** ft
6. Horizontal distance from unit to obstruction: **0.0** ft

**Detailed Acoustics Information**

| Octave Band Center Freq. Hz | 63 | 125 | 250 | 500 | 1k | 2k | 4k | 8k | Overall |
|---|---|---|---|---|---|---|---|---|---|
| A | 85.6 | 84.7 | 80.5 | 76.0 | 72.4 | 68.0 | 62.8 | 59.3 | 89.2 Lw |
| B | 59.4 | 68.6 | 71.9 | 72.8 | 72.4 | 69.2 | 63.8 | 58.2 | 78.5 LwA |
| C | 53.2 | 52.3 | 48.1 | 43.6 | 40.0 | 35.6 | 30.4 | 26.9 | 56.8 Lp |
| D | 27.0 | 36.2 | 39.5 | 40.4 | 40.0 | 36.8 | 31.4 | 25.8 | 46.1 LpA |

Legend
A Sound Power Levels at Unit's Acoustic Center, Lw
B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
C Sound Pressure Levels at Specific Distance from Unit, Lp
D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.



NOTES:

1. DIMENSIONS ARE IN INCHES, DIMENSIONS IN [ ] ARE IN MILLIMETERS.
2. CENTER OF GRAVITY
3. DIRECTION OF AIR FLOW
4. ALL VIEW DRAWN USING 3RD ANGLE

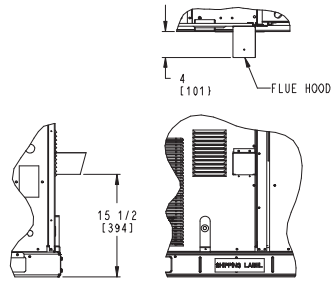

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| UNIT | J | K |
|---|---|---|
| 48GE**04 | 33 3/8 [847] | 14 7/8 [377] |
| 48GE**05 | 33 3/8 [847] | 14 7/8 [377] |
| 48GE**06 | 41 3/8 [1051] | 18 5/8 [472] |

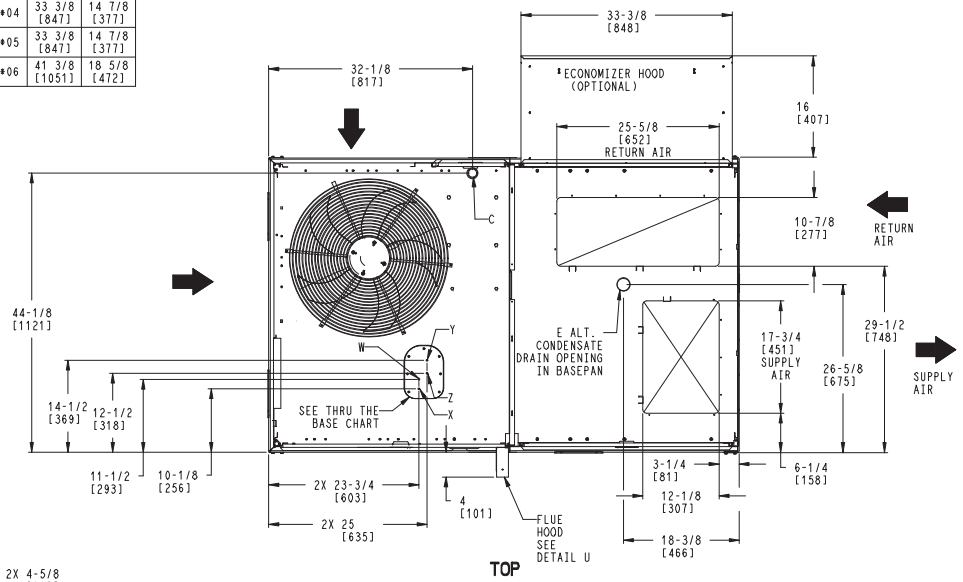
| | CONNECTION SIZES |
|---|---|
| A | 1 3/8" [35] DIA FIELD POWER SUPPLY HOLE |
| B | 2" [50] DIA POWER SUPPLY KNOCKOUT |
| C | 1 3/4" [51] DIA GAUGE ACCESS PLUG |
| D | 7/8" [22] DIA FIELD CONTROL WIRING HOLE |
| E | 3/4"-14 NPT CONDENSATE DRAIN |
| F | 1/2"-14 NPT GAS CONNECTION |
| G | 2 1/2 " [64] DIA POWER SUPPLY KNOCK-OUT |

THRU-THE-BASE CHART
THESE HOLES REQUIRED FOR USE CRBTMPWR008A00, 009A00

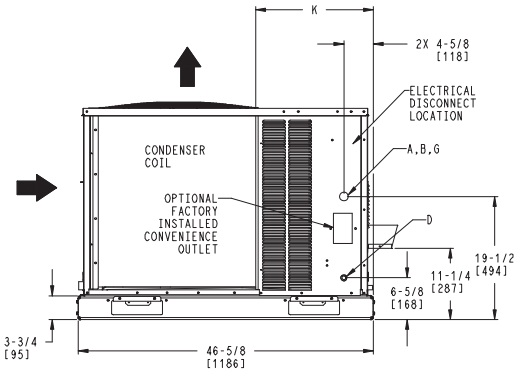
| | THREADED CONDUIT SIZE | WIRE USE | REQ'D HOLE SIZES (MAX.) |
|---|---|---|---|
| W | 1/2" | 115V | 7/8" [22.2] |
| X | 1/2" | 24V | 7/8" [22.2] |
| Y | 3/4" | POWER | 1-1/8" [28.6] |
| Z* | (009A00) 1/2" FPT | GAS | 1-1/8" [28.6] |
| | FOR "THRU-THE-BASEPAN" FACTORY OPTION, FITTINGS FOR ONLY X, Y, & Z ARE PROVIDED | | |
| * | (008A00) PROVIDES 3/4" FPT THRU CURB FLANGE & FITTING. | | |



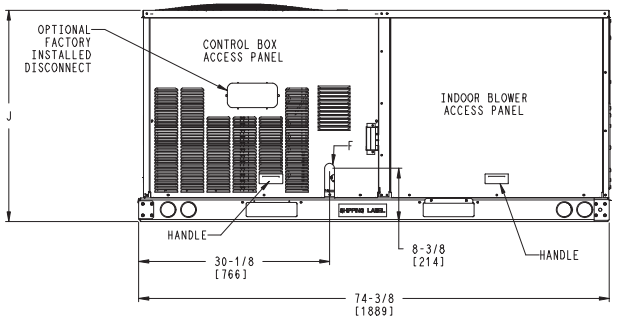

**DETAIL U**
FLUE HOOD OPENING FOR ULTRA LOW NOX UNITS ONLY
SCALE 1:8



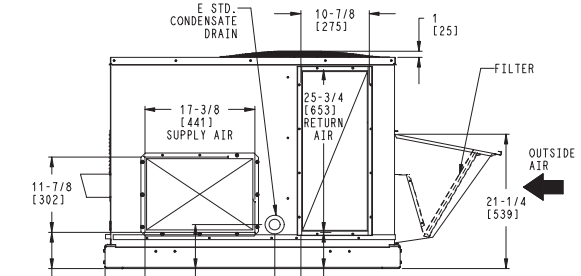

TOP




LEFT




FRONT




RIGHT

| ITC CLASSIFICATION | SHEET | DATE | SUPERCEDES | | | REV |
|---|---|---|---|---|---|---|
| U.S. ECCN:NSR | 1 OF 3 | 5/16/24 | 9/15/23 | 48GE 04-06 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT | 48TC006641 | A |

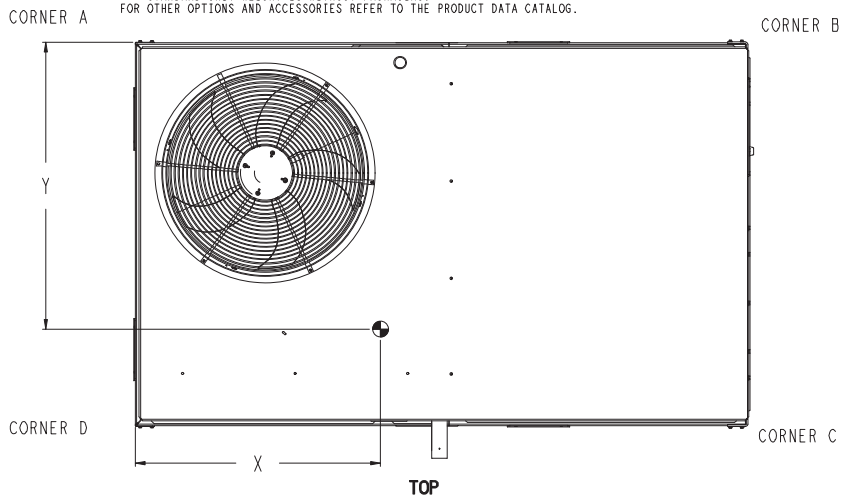
| UNIT | STD. UNIT WEIGHT * | | CORNER WEIGHT (A) | | CORNER WEIGHT (B) | | CORNER WEIGHT (C) | | CORNER WEIGHT (D) | | C.G. | | HEIGHT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | LBS. | KG. | LBS. | KG. | LBS. | KG. | LBS. | KG. | LBS. | KG. | X | Y | Z |
| 48GE**04 | 535 | 243 | 129 | 59 | 128 | 58 | 138 | 63 | 139 | 63 | 37 [940] | 24 1/4 [616] | 18 [457] |
| 48GE**05 | 555 | 252 | 142 | 64 | 137 | 62 | 135 | 61 | 141 | 64 | 36 1/2 [927] | 23 1/4 [591] | 18 [457] |
| 48GE**06 | 600 | 272 | 161 | 73 | 151 | 68 | 140 | 64 | 149 | 68 | 36 [914] | 22 1/2 [572] | 19 3/8 [492] |

*- STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES REFER TO THE PRODUCT DATA CATALOG.

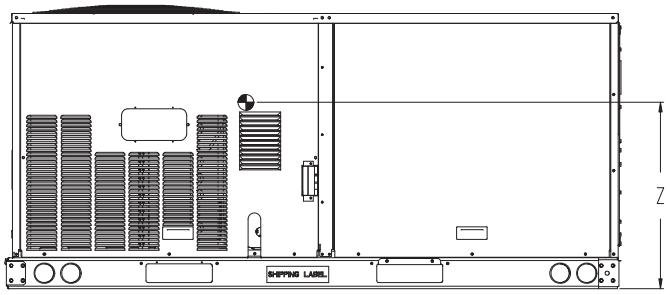
THIS TABLE IS FOR "ULTRA LOW NOX" UNITS ONLY

| UNIT | STD. UNIT WEIGHT ** | | CORNER WEIGHT (A) | | CORNER WEIGHT (B) | | CORNER WEIGHT (C) | | CORNER WEIGHT (D) | | C.G. | | HEIGHT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | LBS. | KG. | LBS. | KG. | LBS. | KG. | LBS. | KG. | LBS. | KG. | X | Y | Z |
| 48GEG*04 | 565 | 256 | 137 | 62 | 134 | 61 | 146 | 66 | 148 | 67 | 36 7/8 [937] | 24 3/8 [619] | 17 3/4 [451] |
| 48GEG*05 | 585 | 266 | 149 | 68 | 143 | 65 | 143 | 65 | 149 | 68 | 36 3/8 [924] | 23 3/8 [594] | 18 [457] |
| 48GEG*06 | 630 | 286 | 168 | 76 | 157 | 71 | 147 | 69 | 158 | 72 | 35 7/8 [911] | 22 5/8 [575] | 19 1/2 [489] |

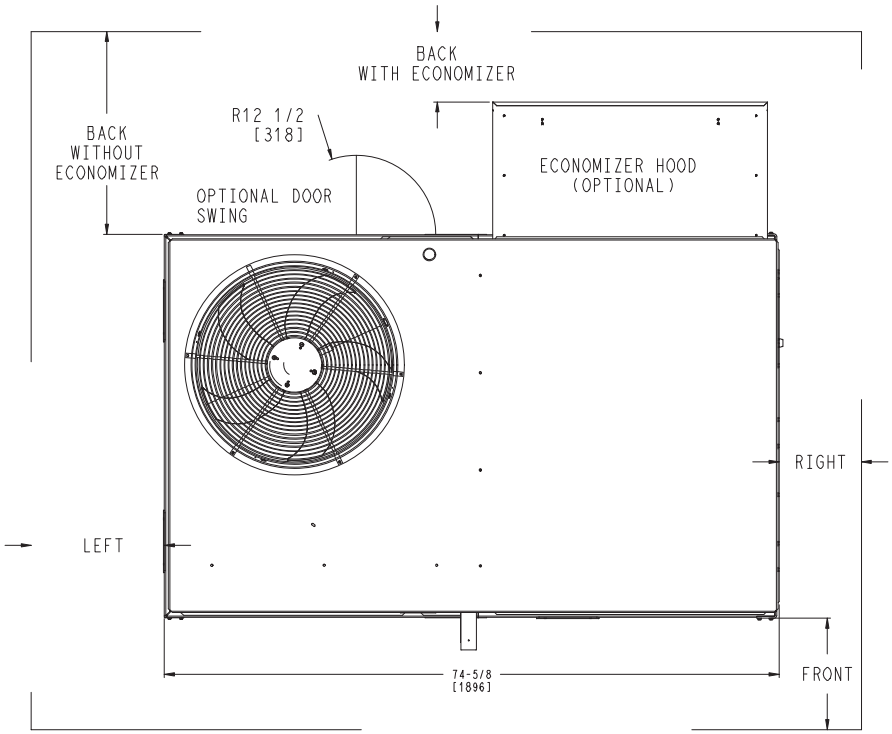
**- STANDARD UNIT WEIGHT IS WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES REFER TO THE PRODUCT DATA CATALOG.




TOP




FRONT




NOTES:

1. FOR ALL MINIMUM CLEARANCES LOCAL CODES OR JURISDICTIONS MAY PREVAIL.

| CLEARANCE | | | |
|---|---|---|---|
| | SERVICE WITH: | SERVICE WITH: | OPERATING |
| SURFACE | CONDUCTIVE BARRIER | NONCONDUCTIVE BARRIER | CLEARANCE |
| FRONT | 48 [1219mm] | 36 [914mm] | 18 [457mm] |
| LEFT | 48 [1219mm] | 42 [1067mm] | 18 [457mm] |
| BACK W/O HOOD | 48 [1219mm] | 42 [1067mm] | 18 [457mm] |
| BACK W/HOOD | 36 [914mm] | 36 [914mm] | 18 [457mm] |
| RIGHT | 36 [914mm] | 36 [914mm] | 18 [457mm] |
| TOP | 72 [1829mm] | 72 [1829mm] | 72 [1829mm] |

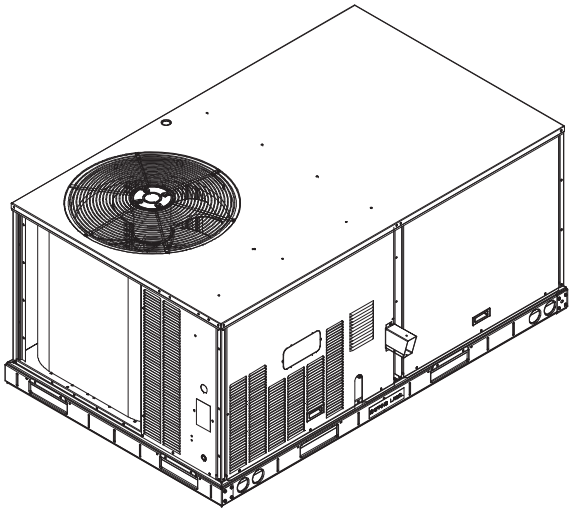
| ITC CLASSIFICATION | SHEET | DATE | SUPERCEDES | | | REV |
|---|---|---|---|---|---|---|
| U.S. ECCN:NSR | 2 OF 3 | 5/16/24 | 9/15/23 | 48GE 04-06 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT | 48TC006641 | A |

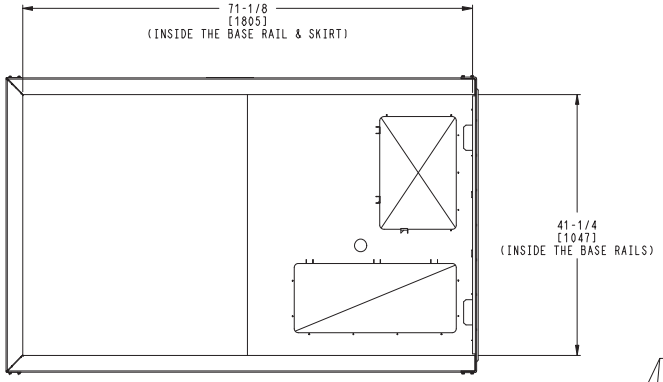

Carrier

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SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.

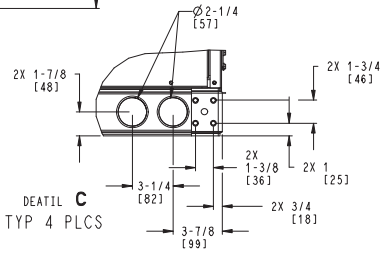
Carrier | THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT. | SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.

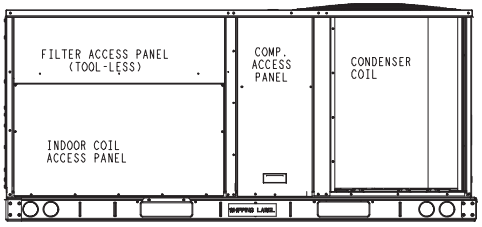





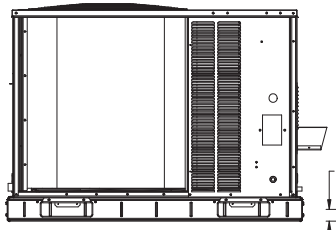

INSIDE BASERAIL DIMENSIONS

**BOTTOM**

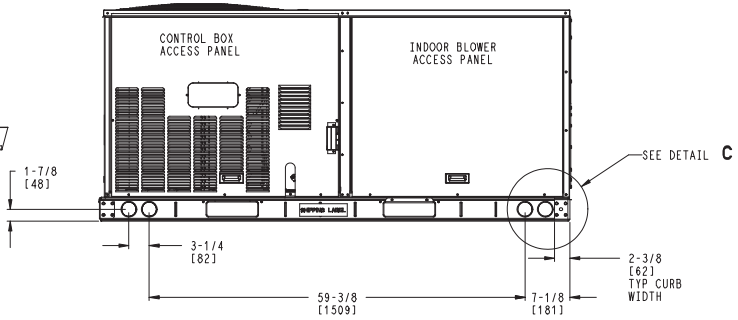



**BACK**



**LEFT**




**FRONT**

| ITC CLASSIFICATION | SHEET | DATE | SUPERCEDES | | | REV |
|---|---|---|---|---|---|---|
| U.S. ECCN:NSR | 3 OF 3 | 5/16/24 | 9/15/23 | 48GE 04-06 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT | 48TC006641 | A |

CARRIER

48/50FC & FE 04~07; 50FCQ & FEQ 04~07
48/50GC & GE 04~06; 50GCQ & GEQ 04~06

# 1105-ECV-SDC-R

ECONOMIZER

VERTICAL OR HORIZONTAL APPLICATIONS

| WEIGHT |
| --- |
| 58 LBS |

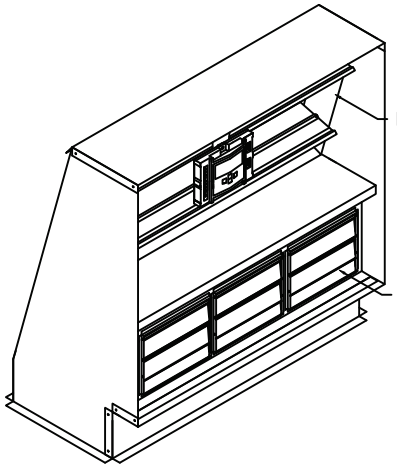
## FEATURES

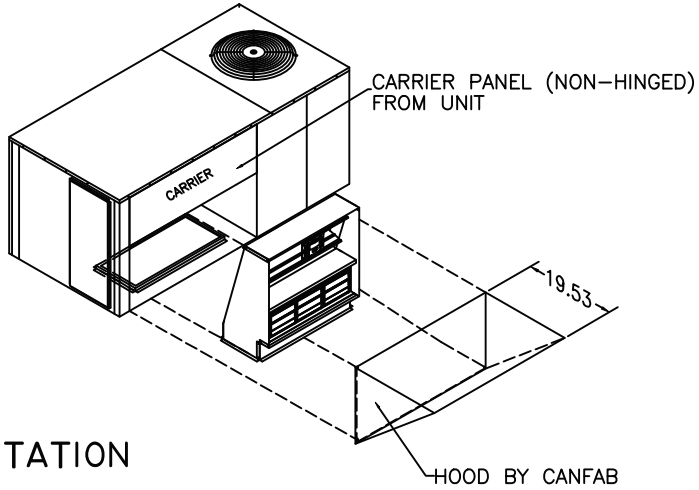
1) CONVERTIBLE FOR BOTH HORIZONTAL & VERTICAL APPLICATIONS
2) COLOR KEYED PANEL WITH INTAKE HOOD
3) LOGIC MODULE
4) OAT SENSOR
5) MAT SENSOR
6) ACTUATOR
7) CLASS 1A OUTSIDE AIR & RETURN AIR DAMPERS

AMCA RATED CLASS 1A LEAKAGE RATED HIGH PERFORMANCE DAMPER ONE-PIECE AIRFOIL BLADE FOR LOW PRESSURE DROP

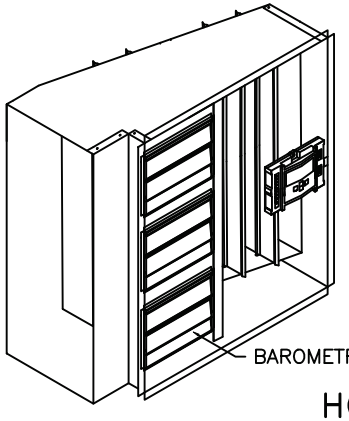
## OPTIONS

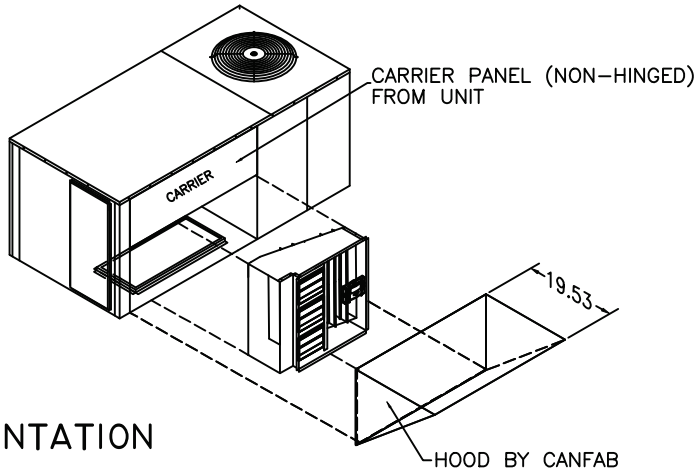
1) DRY BULB SENSOR (OAT)
2) ENTHALPY SENSOR (OAT)
3) DUAL DRY BULB (OAT/RAT)
4) DUAL ENTHALPY (OAT/RAT)
5) ACTUATOR ONLY
6) NO CONTROLS
7) ELECTROMECHANICAL




VERTICAL ORIENTATION




HORIZONTAL ORIENTATION

CanFab
CANNON FABRICATION INC
182 GRANITE STREET, SUITE 101, CORONA, CA 92879
PHONE: (951)278-1830 FAX: (951)278-8444 www.canfab.com canfab@canfab.com

| | | | |
| --- | --- | --- | --- |
| FOR: | CARRIER<br>REV: 02 | | |
| PART NO: | 1105-ECV-SDC-R | PROJECT: | |
| ENGINEER: | AJ / CGS | DISTRIBUTOR: | |
| DRAWING NO: | | REV: 15 | DATE: 07.18.2023 |
| APPROVED BY: | | | DATE: / / |

CANNON FABRICATION INC
182 GRANITE STREET, SUITE 101, CORONA, CA 92879
PHONE: (951)278-1830 FAX: (951)278-8444 www.canfab.com canfab@canfab.com

FOR: ECV CONTROL OPTIONS

PART NO: 1105-ECV-***

####-*ECV-###

- LOGIC (C-SIEMENS CLIMATIX, E-HONEYWELL JADE, N-NONE, Z-BELIMO ZIP)
- CONTROLS (B-COMPARATIVE DRYBULB, C-COMPARATIVE ENTHALPY, D-DRYBULB, E-ENTHALPY N-NONE)
- ACTUATOR (B-BELIMO, C-COMMUNICATING, S-SIEMENS, N-NONE)
- ECONOMIZER ORIENTATION (EC-VERTICAL, HCE-HORIZONTAL ORIENTATION)

| | CONTROL OPTIONS | |
|---|---|---|
| ☐ | HDE | HONEYWELL ACTUATOR WITH REFERENCE DRY BULB, AND JADE LOGIC MODULE |
| ☐ | HBE | HONEYWELL ACTUATOR WITH DIFFERENTIAL DRY BULB, AND JADE LOGIC MODULE |
| ☐ | HEE | HONEYWELL ACTUATOR WITH REFERENCE ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | HCE | HONEYWELL ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | CDE | HONEYWELL COMMUNICATING ACTUATOR WITH REFERENCE DRY BULB, AND JADE LOGIC MODULE |
| ☐ | CEE | HONEYWELL COMMUNICATING ACTUATOR WITH REFERENCE ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | CBE | HONEYWELL COMMUNICATING ACTUATOR WITH DIFFERENTIAL DRY BULB, AND JADE LOGIC MODULE |
| ☐ | CCE | HONEYWELL COMMUNICATING ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | BNN | BELIMO ACTUATOR ONLY, NO SENSORS NO LOGIC MODULE |
| ☐ | BDZ* | BELIMO ACTUATOR WITH REFERENCE DRY BULB AND BELIMO ZIP LOGIC MODULE ** |
| ☐ | BEZ | BELIMO ACTUATOR WITH REFERENCE ENTHALPY, AND BELIMO ZIP LOGIC MODULE |
| ☐ | BBZ | BELIMO ACTUATOR WITH DIFFERENTIAL DRY BULB, AND BELIMO ZIP LOGIC MODULE |
| ☐ | BCZ | BELIMO ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND BELIMO ZIP LOGIC MODULE |
| ☒ | SDC | SIEMENS ACTUATOR WITH REFERENCE DRY BULB, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | SEC | SIEMENS ACTUATOR WITH REFERENCE ENTHALPY, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | SBC | SIEMENS ACTUATOR WITH DIFFERENTIAL DRY BULB, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | SCC | SIEMENS ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | NNN | NO ACTUATOR, NO CONTROLS, NO LOGIC |

* #-SDC-R

** RUSKIN DAMPER

PROJECT: DATE:

ENGINEER: DISTRIBUTOR:

DRAWING NUMBER: 1105-ECV.dwg AJ / CGS/BJ REV: 15 07.18.2023 /2023

**Unit Parameters**

Unit Model: **48FEDM08A2A5-0A0A0**
Unit Size: **08 (7.5 Tons)**
Volts-Phase-Hertz: **208-3-60**
Heating Type: **Gas**
Refrigerant: **R-454B**
Heat Control: **Low Gas Heat**
Duct Cfg: **Vertical Supply / Vertical Return**
DX Options: **Single Circuit, Two Stage Cooling**

**Dimensions (ft. in.) & Weight (lb.) *****

Unit Length: **7' 4.125"**
Unit Width: **4' 11.5"**
Unit Height: **3' 5.25"**
**Total Operating Weight:** **787** lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

**Lines and Filters**

Gas Line Size: **1/2**
Condensate Drain Line Size: **3/4**
Return Air Filter Type: **Throwaway**
Return Air Filter Quantity: **4**
Return Air Filter Size: **16 x 20 x 2**

**Selection includes construction throwaway filter into the base fan curve.**

**Unit Configuration**

Standard/Medium Static - EcoBlue Vane Axial Fan
Al/Cu - Al/Cu
Electromechanical Controls
Standard Packaging
UL60335-2-40 approved R-454B Dissipation board and leak sensor included as standard

**Warranty Information**

1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

**Ordering Information**

| Part Number | Description | Quantity |
|---|---|---|
| 48FEDM08A2A5-0A0A0 | Rooftop Unit | 1 |

## Part Number:48FEDM08A2A5-0A0A0

| | | |
|---|---|---|
| Refrigerant: | **R-454B** | |
| ARI EER: | **11.20** | |
| IEER: | **15.0** | |

**Base Unit Dimensions**

| | | |
|---|---|---|
| Unit Length: | **88.1** | in |
| Unit Width: | **59.5** | in |
| Unit Height: | **41.3** | in |

**Operating Weight**

| | | |
|---|---|---|
| Base Unit Weight: | **787** | lb |
| Total Operating Weight: | **787** | lb |

**Unit**

| | | |
|---|---|---|
| Unit Voltage-Phase-Hertz: | **208-3-60** | |
| Air Discharge: | **Vertical** | |
| Fan Drive Type: | **Vane Axial** | |
| Actual Airflow: | **3000** | CFM |
| Site Altitude: | **0** | ft |

**Cooling Performance**

| | | |
|---|---|---|
| Condenser Entering Air DB: | **95.0** | F |
| Evaporator Entering Air DB: | **80.0** | F |
| Evaporator Entering Air WB: | **67.0** | F |
| Entering Air Enthalpy: | **31.44** | BTU/lb |
| Evaporator Leaving Air DB: | **58.0** | F |
| Evaporator Leaving Air WB: | **57.2** | F |
| Evaporator Leaving Air Enthalpy: | **24.52** | BTU/lb |
| Unit Discharge Air DB: | **59.4** | F |
| Unit Discharge Air WB: | **57.7** | F |
| Unit Discharge Air Enthalpy: | **24.84** | BTU/lb |
| Gross Cooling Capacity: | **93.40** | MBH |
| Net Cooling Capacity: | **89.14** | MBH |
| Gross Sensible Capacity: | **71.12** | MBH |
| Net Sensible Capacity: | **66.86** | MBH |
| Compressor Power Input: | **6.22** | kW |
| Coil Bypass Factor: | **0.076** | |

**Heating Performance**

| | | |
|---|---|---|
| Heating Airflow: | **3000** | CFM |
| Entering Air Temp: | **70.0** | F |
| Leaving Air Temp: | **101.8** | F |
| Gas Heating Input Capacity: | **125.0** | MBH |
| Gas Heating Output Capacity: | **103.0** | MBH |
| Temperature Rise: | **31.8** | F |
| Thermal Efficiency (%): | **82.0** | |

**Supply Fan**

| | | |
|---|---|---|
| External Static Pressure: | **0.80** | in wg |
| Fan RPM: | **1582** | |
| Fan Power: | **1.47** | BHP |
| NOTE: | **Selected IFM RPM Range: 1040 - 2000** | |

**Selection includes construction throwaway filter into the base fan curve. This filter is not MERV Rated.**

**Electrical Data**

| | | |
|---|---|---|
| Voltage Range: | **187 - 253** | |

Compressor #1 RLA: **12.2**
Compressor #1 LRA: **120**
Compressor #2 RLA: **12.2**
Compressor #2 LRA: **120**
Indoor Fan Motor Type: **MED**
Indoor Fan Motor FLA (Total): **6.4**
Combustion Fan Motor FLA (ea): **0.48**
Power Supply MCA: **37**
Power Supply MOCP (Fuse or HACR): **45**
Disconnect Size FLA: **39**
Disconnect Size LRA: **257**
Electrical Convenience Outlet: **None**
Outdoor Fan [Qty / FLA (ea)]: **2 / 1.5**

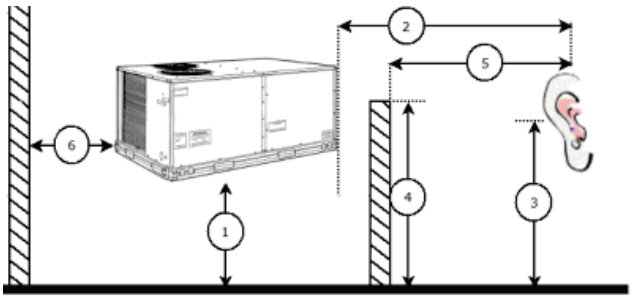
**Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage**

**Acoustics**

Sound Power Levels, db re 10E-12 Watts

| | Discharge | Inlet | Outdoor |
|---|---|---|---|
| 63 Hz | 87.7 | 83.5 | 85.6 |
| 125 Hz | 83.7 | 78.7 | 84.7 |
| 250 Hz | 76.7 | 71.1 | 80.5 |
| 500 Hz | 73.7 | 66.4 | 76.0 |
| 1000 Hz | 75.0 | 66.5 | 72.4 |
| 2000 Hz | 71.0 | 60.5 | 68.0 |
| 4000 Hz | 66.5 | 53.2 | 62.8 |
| 8000 Hz | 57.4 | 47.8 | 59.3 |
| A-Weighted | 79.0 | 71.0 | 79.0 |

## Advanced Acoustics




**Advanced Accoustics Parameters**

1. Unit height above ground: **30.0** ft
2. Horizontal distance from unit to receiver: **50.0** ft
3. Receiver height above ground: **5.7** ft
4. Height of obstruction: **0.0** ft
5. Horizontal distance from obstruction to receiver: **0.0** ft
6. Horizontal distance from unit to obstruction: **0.0** ft

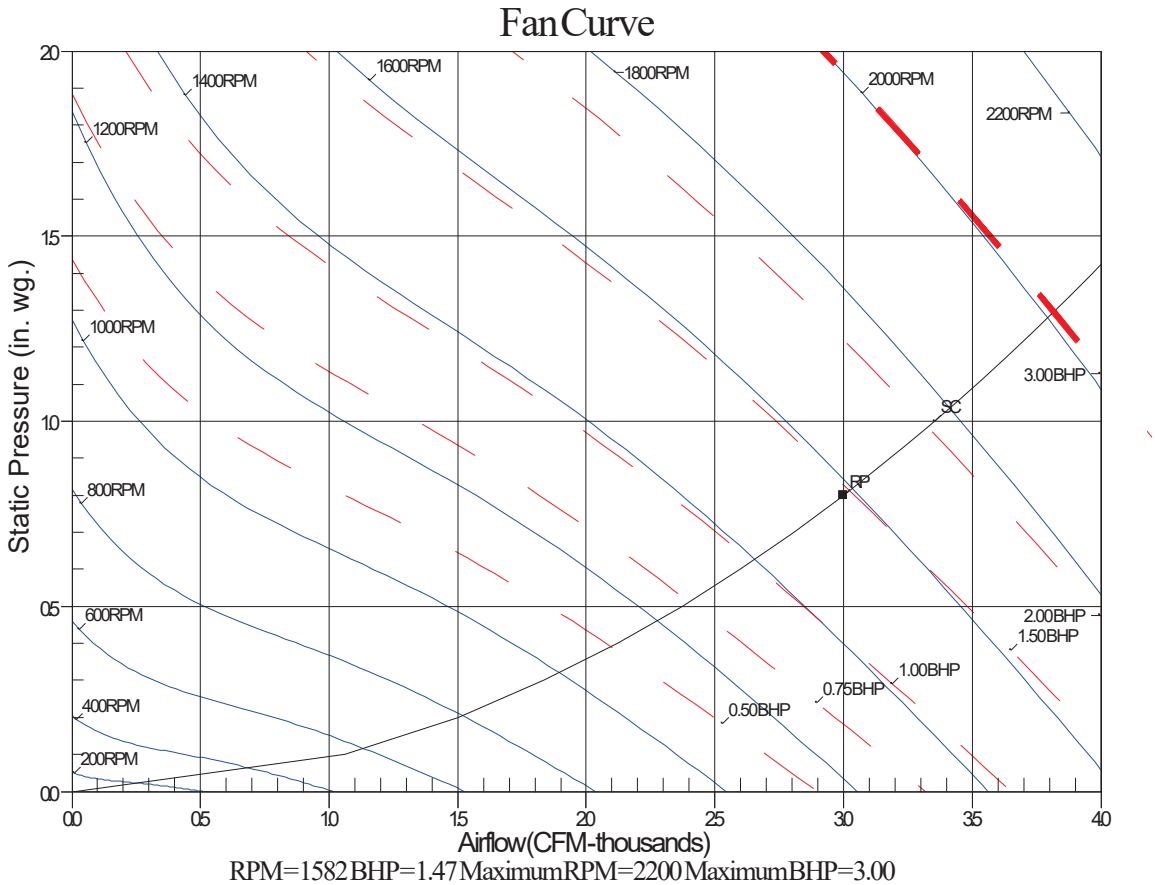
**Detailed Acoustics Information**

| Octave Band Center Freq. Hz | 63 | 125 | 250 | 500 | 1k | 2k | 4k | 8k | Overall |
|---|---|---|---|---|---|---|---|---|---|
| A | 85.6 | 84.7 | 80.5 | 76.0 | 72.4 | 68.0 | 62.8 | 59.3 | 89.2 Lw |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| B | 59.4 | 68.6 | 71.9 | 72.8 | 72.4 | 69.2 | 63.8 | 58.2 | 78.5 LwA |
| C | 53.2 | 52.3 | 48.1 | 43.6 | 40.0 | 35.6 | 30.4 | 26.9 | 56.8 Lp |
| D | 27.0 | 36.2 | 39.5 | 40.4 | 40.0 | 36.8 | 31.4 | 25.8 | 46.1 LpA |

Legend
A Sound Power Levels at Unit's Acoustic Center, Lw
B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
C Sound Pressure Levels at Specific Distance from Unit, Lp
D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.




RPM=1582 BHP=1.47 Maximum RPM=2200 Maximum BHP=3.00
SC-System Curve RP-Rated Point

NOTES:

1. DIMENSIONS ARE IN INCHES, DIMENSIONS IN [ ] ARE IN MILLIMETERS.
2. CENTER OF GRAVITY
3. DIRECTION OF AIR FLOW
4. ALL VIEW DRAWN USING 3RD ANGLE

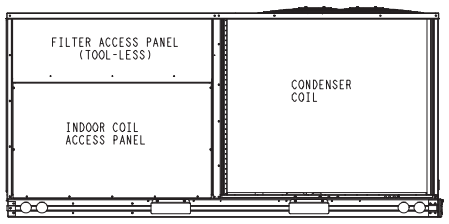
| UNIT | OUTDOOR COIL TYPE | J | K | H |
|---|---|---|---|---|
| 48FE-M08 | RTPF | 41 1/4 [1048] | 33 3/4 [857] | 15 7/8 [403] |
| 48FE-M09 | RTPF | 49 3/8 [1253] | 36 3/8 [925] | 15 7/8 [403] |
| 48FE-M12 | RTPF | 49 3/8 [1253] | 36 3/8 [925] | 15 7/8 [403] |

RTPF - ROUND TUBE, PLATE FIN (COPPER/ALUM)

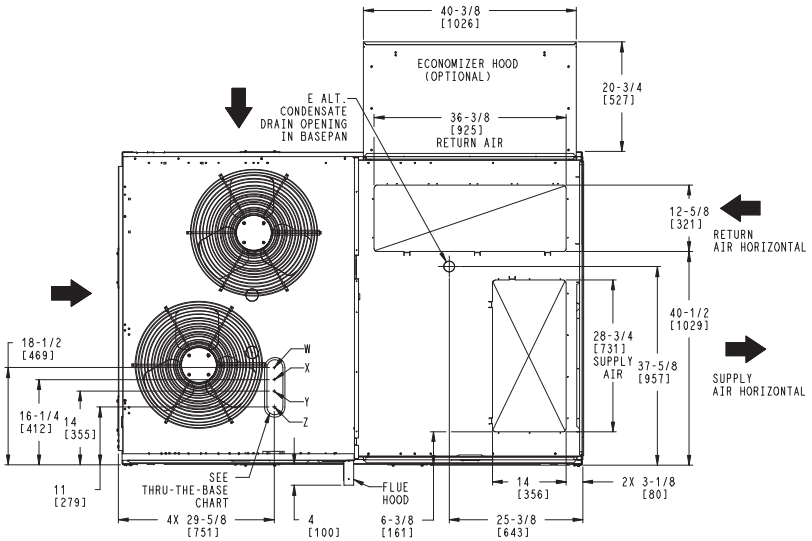

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BACK




TOP

| | CONNECTION SIZES |
|---|---|
| A | 1 3/8" [35] DIA FIELD POWER SUPPLY HOLE |
| B | 2 1/2" [64] DIA POWER SUPPLY KNOCKOUT |
| C | 1 3/4" [51] DIA GAUGE ACCESS PLUG |
| D | 7/8" [22] DIA FIELD CONTROL WIRING HOLE |
| E | 3/4"-14 NPT CONDENSATE DRAIN |
| F | 1/2"-14 NPT GAS CONNECTION<br>3/4"-14 NPT GAS CONNECTION |
| G | 2 " [51] DIA POWER SUPPLY KNOCK-OUT |

THRU-THE-BASE CHART (FIELD INST)

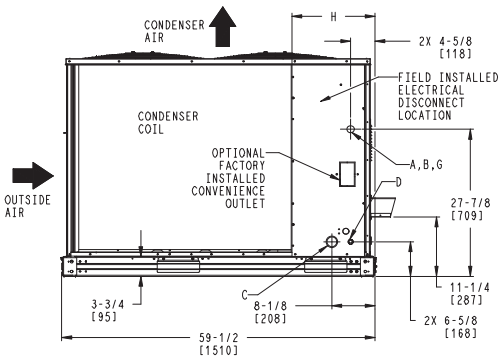
THESE HOLES REQUIRED FOR USE WITH ACCY KITS:
CRBTMPWR002A01: GAS THRU CURB
CRBTMPWR004A01: GAS THRU BASEPAN

| | THREADED CONDUIT SIZE | WIRE USE | REQ'D HOLE SIZES (MAX.) |
|---|---|---|---|
| W | 1/2" | ACC. | 7/8" [22.2] |
| X | 1/2" | 24V | 7/8" [22.2] |
| Y | 1 1/4" (002,004) | POWER | 1 3/4" [44.4] |
| Z * | (004) 3/4" FPT | GAS | 1 3/4" [44.4] |
| * | (002) PROVIDES 3/4" FPT THRU CURB FLANGE & FITTING. HOLE SIZE: 2" [50.8] | | |

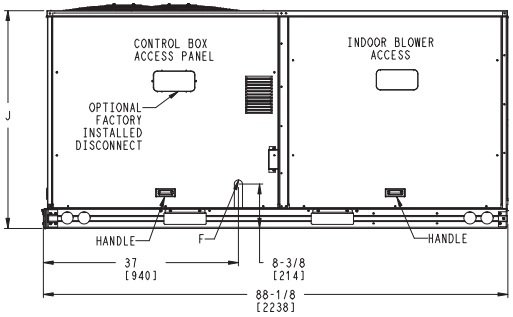
THRU-THE-BASE CHART (FIOP)

FOR "THRU-THE-BASEPAN" FACTORY OPTION, FITTINGS FOR ONLY X, Y, & Z ARE PROVIDED. **

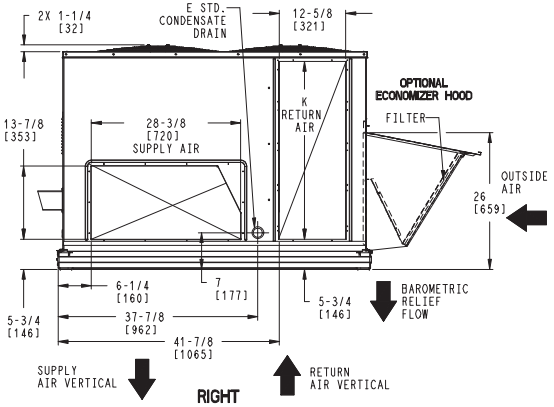
| | |
|---|---|
| ** | FOR BELOW LISTED MODELS, A FIELD SUPPLIED 1/2" ADAPTER IS REQUIRED BETWEEN BASE PAN FITTING AND GAS VALVE: 48FCD,S*08,09 |




LEFT




FRONT

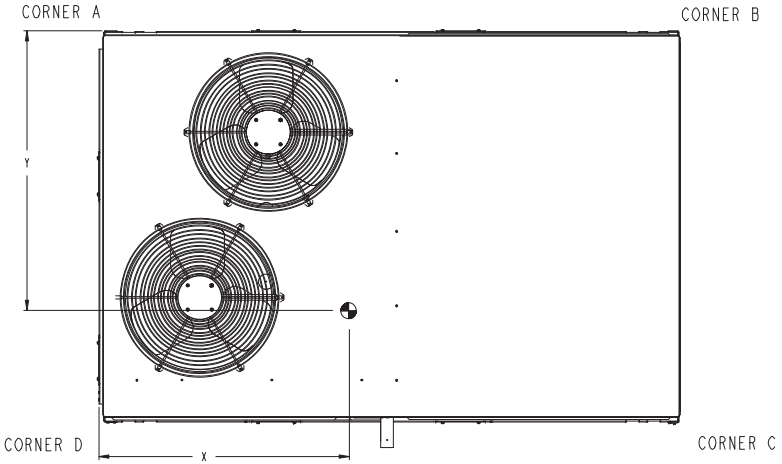


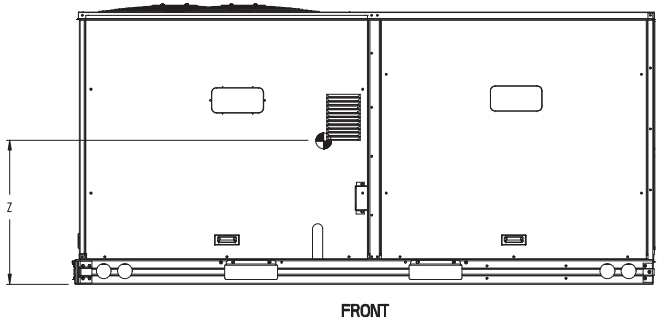

RIGHT

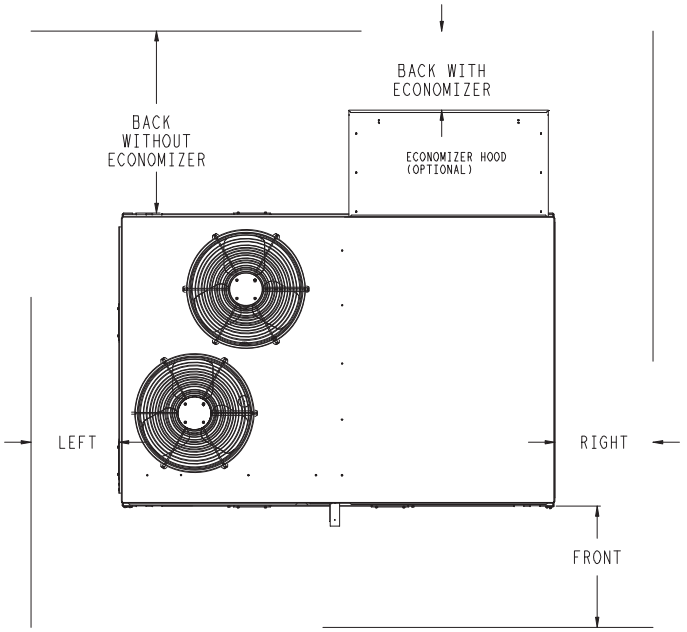
| ITC CLASSIFICATION | SHEET | DATE | SUPERCEDES | | | REV |
|---|---|---|---|---|---|---|
| U.S. ECCN:NSR | 1 OF 3 | 8/8/23 | - | 48FE 08-12 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT | 48TM009320 | - |

| UNIT | OUTDOOR COIL TYPE | STD. UNIT WEIGHT *** | | CORNER WEIGHT (A) | | CORNER WEIGHT (B) | | CORNER WEIGHT (C) | | CORNER WEIGHT (D) | | C.G. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | LBS. | KG. | LBS. | KG. | LBS. | KG. | LBS. | KG. | LBS. | KG. | X | Y | Z |
| 48FE-M08 | RTPF | 787 | 357 | 181 | 82 | 150 | 68 | 207 | 94 | 249 | 113 | 40 [1016] | 34 1/2 [876] | 19 3/8 [492] |
| 48FE-M09 | RTPF | 868 | 394 | 197 | 89 | 160 | 73 | 229 | 104 | 282 | 128 | 39 1/2 [1003] | 35 [889] | 18 5/8 [473] |
| 48FE-M12 | RTPF | 878 | 398 | 213 | 97 | 175 | 80 | 221 | 100 | 268 | 121 | 39 7/8 [1013] | 33 1/4 [841] | 18 1/2 [470] |
| RTPF - ROUND TUBE, PLATE FIN (COPPER/ALUM) | | | | | | | | | | | | | | |

*** STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.




NOTE:

1. FOR ALL MINIMUM CLEARANCES LOCAL CODES OR JURISDICTIONS MAY PREVAIL.

| CLEARANCE | | | |
|---|---|---|---|
| | SERVICE WITH: | SERVICE WITH: | OPERATING |
| SURFACE | CONDUCTIVE BARRIER | NONCONDUCTIVE BARRIER | CLEARANCE |
| FRONT | 48 [1219mm] | 36 [914mm] | 18 [457mm] |
| LEFT | 48 [1219mm] | 42 [1067mm] | 18 [457mm] |
| BACK W/O ECON | 48 [1219mm] | 42 [1067mm] | 18 [457mm] |
| BACK W/ECON | 36 [914mm] | 36 [914mm] | 18 [457mm] |
| RIGHT | 36 [914mm] | 36 [914mm] | 18 [457mm] |
| TOP | 72 [1829mm] | 72 [1829mm] | 72 [1829mm] |


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| ITC CLASSIFICATION | SHEET | DATE | SUPERCEDES | | |
|---|---|---|---|---|---|
| U.S. ECCN:NSR | 2 OF 3 | 8/8/23 | - | 48FE 08-12 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT | 48TM009320 | REV - |
| | | | | | |

CARRIER 6 - 12.5 TONS:

48/50FC & FE 08 ; 48/50 GC & GE 07 (Vertical Only)
48/50FC & FE 09-14 48/50GC & GE 08-12
50FCQ & FEQ 08-12 50GCQ & GEQ 07-09

# 1107-ECV-SDC-R

ECONOMIZER

VERTICAL OR HORIZONTAL APPLICATIONS

| WEIGHT |
| --- |
| 82 LBS |

## FEATURES

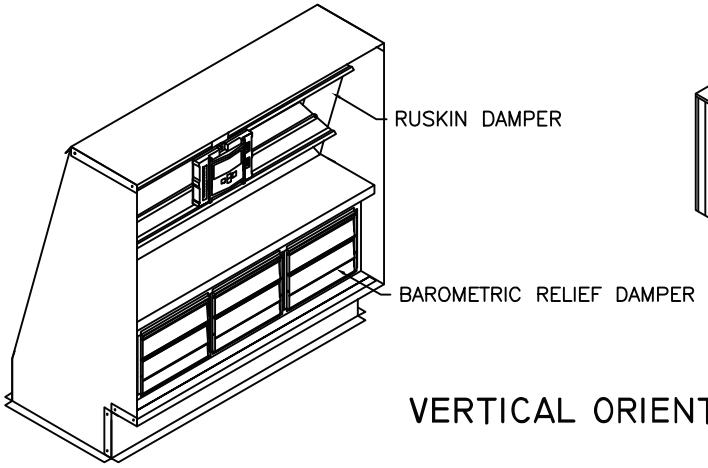
1) CONVERTIBLE FOR BOTH HORIZONTAL & VERTICAL APPLICATIONS
2) COLOR KEYED PANEL WITH INTAKE HOOD
3) LOGIC MODULE
4) OAT SENSOR
5) MAT SENSOR
6) ACTUATOR
7) CLASS 1A OUTSIDE AIR & RETURN AIR DAMPERS

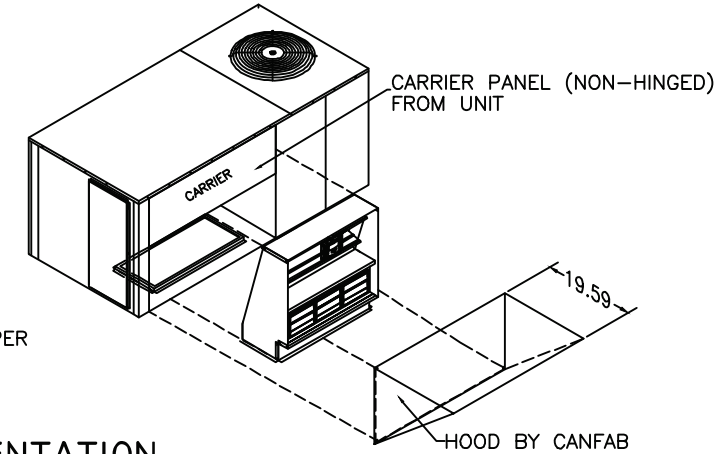
AMCA RATED CLASS 1A LEAKAGE RATED HIGH PERFORMANCE DAMPER ONE-PIECE AIRFOIL BLADE FOR LOW PRESSURE DROP

## OPTIONS

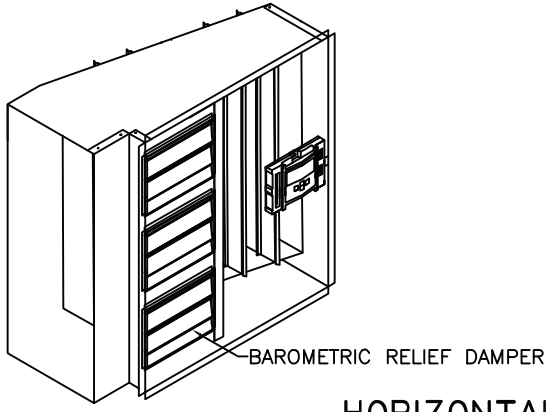
1) DRY BULB SENSOR (OAT)
2) ENTHALPY SENSOR (OAT)
3) DUAL DRY BULB (OAT/RAT)
4) DUAL ENTHALPY (OAT/RAT)
5) ACTUATOR ONLY
6) NO CONTROLS
7) ELECTROMECHANICAL

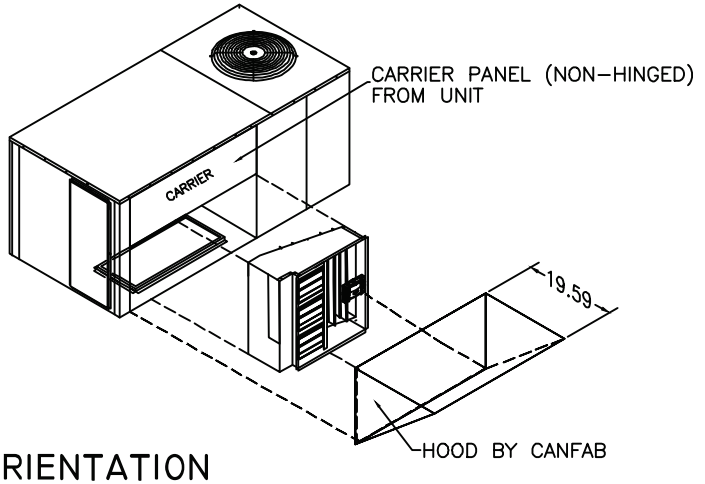
*For 48/50FC & FE 08 / 48/50 GC & GE 07
if the unit has a dedicated horizontal R/A
please order Canfab 1107-HEC-*** style economizer*




VERTICAL ORIENTATION




HORIZONTAL ORIENTATION

CanFab
CANNON FABRICATION INC
182 GRANITE STREET, SUITE 101, CORONA, CA 92879
PHONE: (951)278-1830 FAX: (951)278-8444 www.canfab.com canfab@canfab.com

| | | |
| --- | --- | --- |
| FOR: CARRIER<br>REV: 02 | | |
| PART NO: 1107-ECV-SDC-R | PROJECT: | |
| ENGINEER: AJ / CGS | DISTRIBUTOR: | |
| DRAWING NO: | REV: 15 | DATE: 07.18.2023 |
| APPROVED BY: | | DATE: / / |

CANNON FABRICATION INC
182 GRANITE STREET, SUITE 101, CORONA, CA 92879
PHONE: (951)278-1830 FAX: (951)278-8444 www.canfab.com canfab@canfab.com

FOR: CARRIER

PART NO: 1107-ECV-***

####-*ECV-###

- LOGIC (C-SIEMENS CLIMATIX, E-HONEYWELL JADE, N-NONE, Z-BELIMO ZIP)
- CONTROLS (B-COMPARATIVE DRYBULB, C-COMPARATIVE ENTHALPY, D-DRYBULB, E-ENTHALPY N-NONE)
- ACTUATOR (B-BELIMO, C-COMMUNICATING, S-SIEMENS, N-NONE)
- ECONOMIZER ORIENTATION (EC-VERTICAL, HCE-HORIZONTAL ORIENTATION)

| | CONTROL OPTIONS | |
|---|---|---|
| ☐ | HDE | HONEYWELL ACTUATOR WITH REFERENCE DRY BULB, AND JADE LOGIC MODULE |
| ☐ | HBE | HONEYWELL ACTUATOR WITH DIFFERENTIAL DRY BULB, AND JADE LOGIC MODULE |
| ☐ | HEE | HONEYWELL ACTUATOR WITH REFERENCE ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | HCE | HONEYWELL ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | CDE | HONEYWELL COMMUNICATING ACTUATOR WITH REFERENCE DRY BULB, AND JADE LOGIC MODULE |
| ☐ | CEE | HONEYWELL COMMUNICATING ACTUATOR WITH REFERENCE ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | CBE | HONEYWELL COMMUNICATING ACTUATOR WITH DIFFERENTIAL DRY BULB, AND JADE LOGIC MODULE |
| ☐ | CCE | HONEYWELL COMMUNICATING ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND JADE LOGIC MODULE |
| ☐ | BNN | BELIMO ACTUATOR ONLY, NO SENSORS NO LOGIC MODULE |
| ☐ | BDZ | BELIMO ACTUATOR WITH REFERENCE DRY BULB AND BELIMO ZIP LOGIC MODULE |
| ☐ | BEZ | BELIMO ACTUATOR WITH REFERENCE ENTHALPY, AND BELIMO ZIP LOGIC MODULE |
| ☐ | BBZ | BELIMO ACTUATOR WITH DIFFERENTIAL DRY BULB, AND BELIMO ZIP LOGIC MODULE |
| ☐ | BCZ | BELIMO ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND BELIMO ZIP LOGIC MODULE |
| ☒ | SDC* | SIEMENS ACTUATOR WITH REFERENCE DRY BULB, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | SEC | SIEMENS ACTUATOR WITH REFERENCE ENTHALPY, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | SBC | SIEMENS ACTUATOR WITH DIFFERENTIAL DRY BULB, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | SCC | SIEMENS ACTUATOR WITH DIFFERENTIAL ENTHALPY, AND SIEMENS CLIMATIX LOGIC MODULE |
| ☐ | NNN | NO ACTUATOR, NO CONTROLS, NO LOGIC |

* #-SDC-R
** RUSKIN DAMPER

PROJECT: DATE:

ENGINEER: DISTRIBUTOR:

DRAWING NUMBER: 1107-ECV.dwg AJ / CGS/BJ REV: 15 07.18.2023 /2023

# Unit Report For CU 4A and 4B

Project: City of Madera - Department of Public works
Prepared By: Sigler Engineering

04/16/2026
09:08AM



**Outdoor Unit Parameters**

| | | |
|---|---|---|
| Unit Quantity: | **1** | |
| Unit Model: | **38AXD** | |
| Unit Size: | **10 Tons** | |
| Voltage: | **208-3-60** | V-Ph-Hz |
| Condenser Coil: | **Al/Cu** | |
| No. of Stages: | **Three Stage** | |

**System Parameter**

| | |
|---|---|
| System Quantity: | **1** |
| Refrigerant Type: | **PURONA** |
| Compressor Quantity: | **2** |
| Compressor Type: | **Scroll** |
| No. of Outdoor fans: | **2** |

**Outdoor Unit Dimensions and Weight**

| | | |
|---|---|---|
| Unit Length: | **4' 11.4"** | |
| Unit Width: | **3' 9.9"** | |
| Unit Height: | **4' 2.4"** | |
| Unit Weight: | **516** | lb |

**Warranty Information Outdoor (Note: for US & Canada only)**

First Year - Parts Only (Standard)

**NOTE: Please see Warranty Catalog 808-218 for explanation of policies and ordering methods.**

**Ordering Information**

| Part Number | Description | Quantity |
|---|---|---|
| **Base Unit - Outdoor** | | |
| | | |
| 38AXDT12A0A5-0A0A0 | | 1 |
| | Base Unit | |
| | Al/Cu Condensing Coil | 1 |
| | Dual Circuit Three Cooling Stages Refrigerant Options | 1 |
| | Service Options - None | 1 |
| | Electrical Options - None | 1 |
| | Packaging Options - Standard | 1 |
| | Standard Electrical Mechanical Controls | 1 |
| | Refrig Circ/Compressor Staging - Dual Circuits/ Three Stage | 1 |

# Performance Summary For CU 4A and 4B

Project: City of Madera - Department of Public works
Prepared By: Sigler Engineering

04/16/2026
09:08AM

| | | |
|---|---|---|
| **System:** | **38AXD012** | |
| No. of Circuits: | **Dual Circuit** | |
| System Quantity: | **1** | |
| Altitude: | **0.0** | ft |
| EER @ ARI Conditions: | **11.2** | |
| IEER: | **14.9** | |
| Suction Line Loss: | **1.4** | °F |

**Typical Liquid and Suction Line Sizing**

| Pipe Length | Liquid Line Size | Suction Line Size |
|---|---|---|
| 0 - 25 | 3/8 | 3/4 |
| 26 - 50 | 3/8 | 7/8 |
| 51 - 75 | 3/8 | 7/8 |
| 76 - 100 | 1/2 | 1 1/8 |
| 101 - 125 | 5/8 | 1 1/8 |
| 126 - 150 | 5/8 | 1 1/8 |
| 151 - 175 | 5/8 | 1 1/8 |
| 176 - 200 | 5/8 | 1 1/8 |

**Outdoor Unit Parameters**

| | | |
|---|---|---|
| Unit Quantity: | **1** | |
| PartNumber: | **38AXDT12A0A5-0A0A0** | |
| Unit Model: | **38AXD** | |
| Unit Size: | **10 Tons** | |
| Condenser Coil: | **Al/Cu** | |
| Voltage: | **208-3-60** | V-Ph-Hz |
| Total Clg Cap.(Gross): | **115.5** | MBH |
| SDT: | **119.3** | °F |
| Clg Ent Air DB: | **95.0** | °F |
| Saturated Suction Temp: | **45.0** | °F |

**Outdoor Electrical Data**

| | | |
|---|---|---|
| Unit Voltage: | **208-3-60** | V-Ph-Hz |
| Unit MCA: | **41.0** | Amps |
| Unit MOCP: | **50.0** | Amps |
| Total Compressor Power of Unit: | **8.50** | kW |
| Voltage Range Min: | **187** | V |
| Voltage Range Max: | **253** | V |
| Compressor RLA: | **14/18.6** | |
| Compressor LRA: | **150/155** | |
| Compressor Quantity: | **2** | |
| Fan Motors Qty: | **2** | |
| Fan Motor FLA: | **1.5** | Amps |

Notice: Outdoor unit elect. data is based on 208-3-60

**Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage**

**Acoustics**

Sound Power Levels, db re 10E-12 Watts

| A-Weighted | Outdoor Unit (dB) | Indoor Unit (dB,Ducted) |
|---|---|---|
| Total Level | 84.2 | NA |
| 63Hz | 60.1 | NA |
| 125Hz | 69.7 | NA |
| 250Hz | 72.8 | NA |
| 500Hz | 78.7 | NA |
| 1000Hz | 79.5 | NA |

| | | |
|---|---|---|
| 2000Hz | 76.3 | NA |
| 4000Hz | 72.9 | NA |
| 8000Hz | 67.8 | NA |
| Sound Message | Sound for AXD012 | |

**Acoustic Notes:**

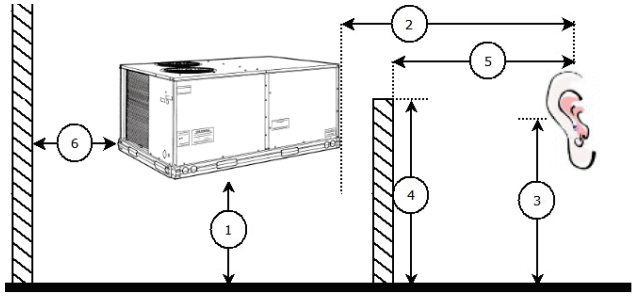
1. 38AXZ/D,38AUZ/D/Q units sound ratings are in accordance with AHRI 270-2008 - Sound Rating of Outdoor Unitary Equipment.
2. The acoustic center of the unit is located at the geometric center of the unit.

# Performance Summary For CU 4A and 4B

Project: City of Madera - Department of Public works 04/16/2026
Prepared By: Sigler Engineering 09:08AM

**Advanced Acoustics Parameters**

1. Unit height above ground: **1.0** ft
2. Horizontal distance from unit to receiver: **20.0** ft
3. Receiver height above ground: **5.7** ft
4. Height of obstruction: **0.0** ft
5. Horizontal dist. from obstruction to receiver: **0.0** ft
6. Horizontal dist. from unit to obstruction: **0.0** ft




**Detailed Acoustics Information**

| Octave Band Center Frequency, Hz | 63 | 125 | 250 | 500 | 1k | 2k | 4k | 8k | Overall |
|---|---|---|---|---|---|---|---|---|---|
| Sound Power Levels at Unit's Acoustic Center (Lw), dB | 86 | 86 | 81 | 82 | 80 | 75 | 72 | 69 | 91 |
| A-Wgted Sound Power Levels at Unit's Acoustic Center (LwA), dBA | 60 | 70 | 73 | 79 | 80 | 76 | 73 | 68 | 84 |
| Sound Press. Levels at Dist. Specified above (Lp), dB | 62 | 61 | 57 | 58 | 55 | 51 | 48 | 45 | 67 |
| A-Wgted Sound Press. Levels at Dist. Specified above (LpA), dBA | 36 | 45 | 48 | 54 | 55 | 52 | 49 | 43 | 60 |

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.

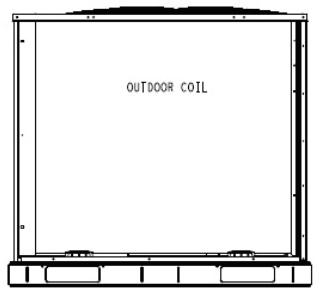
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CG CENTER OF GRAVITY

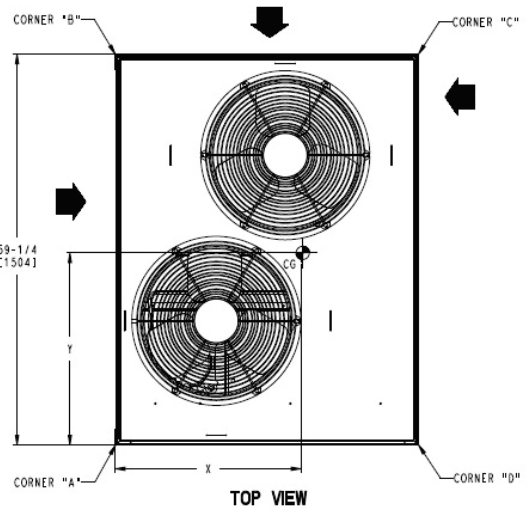
DIRECTION OF AIR FLOW

DIMENSIONS IN [ ] ARE IN MM

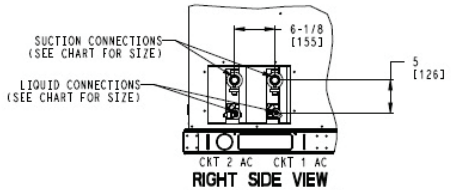
| SERVICE VALVE CONNECTIONS | | | QTY |
|---|---|---|---|
| UNIT | SUCTION | LIQUID | |
| 38AXZ07 | 1-1/8 [28.6] | 3/8 [9.5] | 1 |
| 38AXZ08 | 1-1/8 [28.6] | 1/2 [12.7] | 1 |
| 38AXZ12 | 1-3/8 [34.9] | 1/2 [12.7] | 1 |
| 38AXZ14 | 1-3/8 [34.9] | 5/8 [15.9] | 1 |
| 38AXD12 | 1-1/8 [28.6] | 3/8 [9.5] | 2 |
| 38AXD14 | 1-3/8 [34.9] | 1/2 [12.7] | 2 |
| 38AXQ07 | 1-1/8 [28.6] | 3/8 [9.5] | 1 |
| 38AXQ08 | 1-1/8 [28.6] | 1/2 [12.7] | 1 |
| 38AXQ12 | 1-3/8 [34.9] | 1/2 [12.7] | 1 |



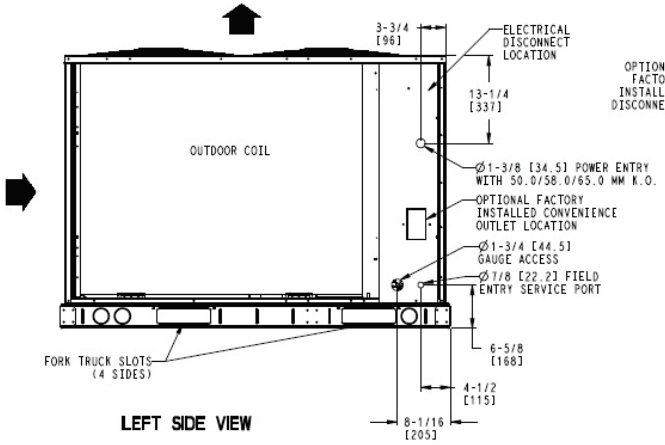

REAR VIEW



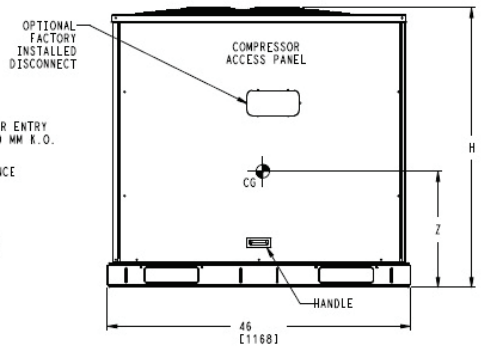

TOP VIEW



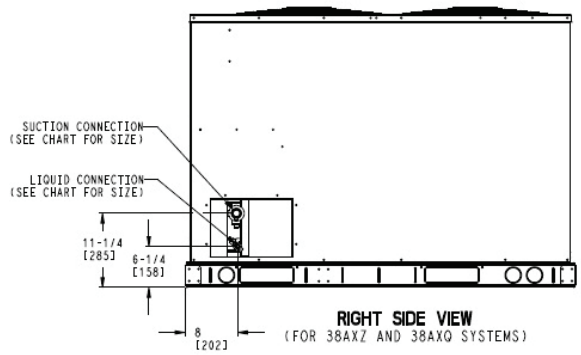

RIGHT SIDE VIEW
(FOR 38AXD SYSTEMS)




LEFT SIDE VIEW



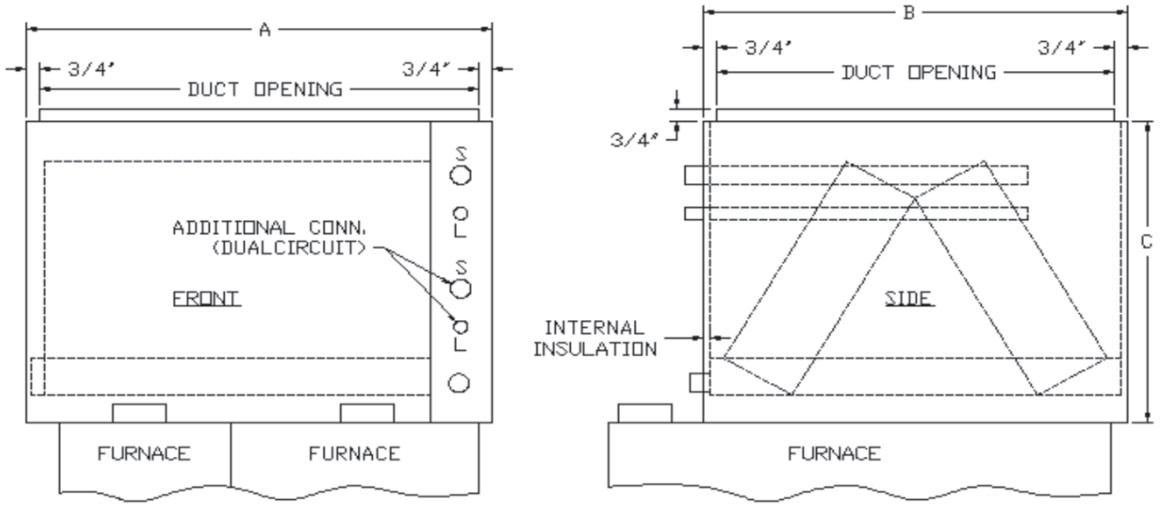

FRONT VIEW




RIGHT SIDE VIEW
(FOR 38AXZ AND 38AXQ SYSTEMS)

| ITC CLASSIFICATION | SHEET | DATE | SUPERCEDES | | | REV |
|---|---|---|---|---|---|---|
| U.S. ECCN:NSR | 2 OF 2 | 7/15/24 | - | CONDENSING UNIT 38AXZ/ 38AXD/ 38AXQ-07/08/12/14 | 38AU002464 | - |

CC 4A and 4B




COMMERCIAL COILS, INC.®

| TUBING | FINS |
|---|---|
| COPPER | |
| 1/2" | 1/2" |
| .017" | 0.006 |

| HEADERS COPPER | CONNECTIONS | DRAIN PAN |
|---|---|---|
| | COPPER | S/S |

FEATURES:

- 20GA. EMBOSSED GALVANIZED STEEL CABINET
- FULLY INSULATED CABINET
- FACTORY INSTALLED TXV & LEAK DETECTORS
- COILS TESTED AT 500 PSI, SEALED & PRESSURIZED WITH NITROGEN
- RIGHT HAND CONNECTIONS ARE STANDARD
- COIL IS DESIGN FOR R454B REFRIGERANT

DRAWING NO.: UPFLOW DX COILS

DIMENSIONAL DATA IN INCHES

| MODEL | A | B | C | SUCTION-S | LIQUID-L | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| CCDXA120-8 | **53** | **21** | **23 1/4** | **1-3/8** | **5/8** | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**NOTES:**

1
2
3
4

**PROJECT:**

**PAGE 1 OF 1**

**DATE: 10-Apr-26**

**Project:** City of Madera
**Model Number:** 58SB1B110M24-20

**Plan-ID:** CU/F-4A 4B



## Heating Performance

| | | |
|---|---|---|
| Heating Capacity Output | 90,000 | Btuh |
| Heating Capacity Input | 110,000 | Btuh |
| AFUE | 80% | |
| Orientation | Upflow | |

## Supply Air Performance

| | | |
|---|---|---|
| Total Supply Air | 1280 | cfm |
| External Static Pressure | 0.30 | in wg. |
| Blower Type | Belt | |

*Supply Air Performance is shown for Cooling Mode*

## Electrical Data

| | | |
|---|---|---|
| Power Supply | 115 | Volts |
| | 1 | Phase |
| | 60 | Hertz |
| Minimum Circuit Ampacity | 14.6 | Amps |
| MOCP | 15 | Amps |

## Weight

| | | |
|---|---|---|
| Total Weight | 165 | lb |

## Field Installed Accessories

AGATWNDTE01B - Twinning Kit FCT-ECM Motor
AGAGC8NPS01B - Natural Gas to Propane Kit

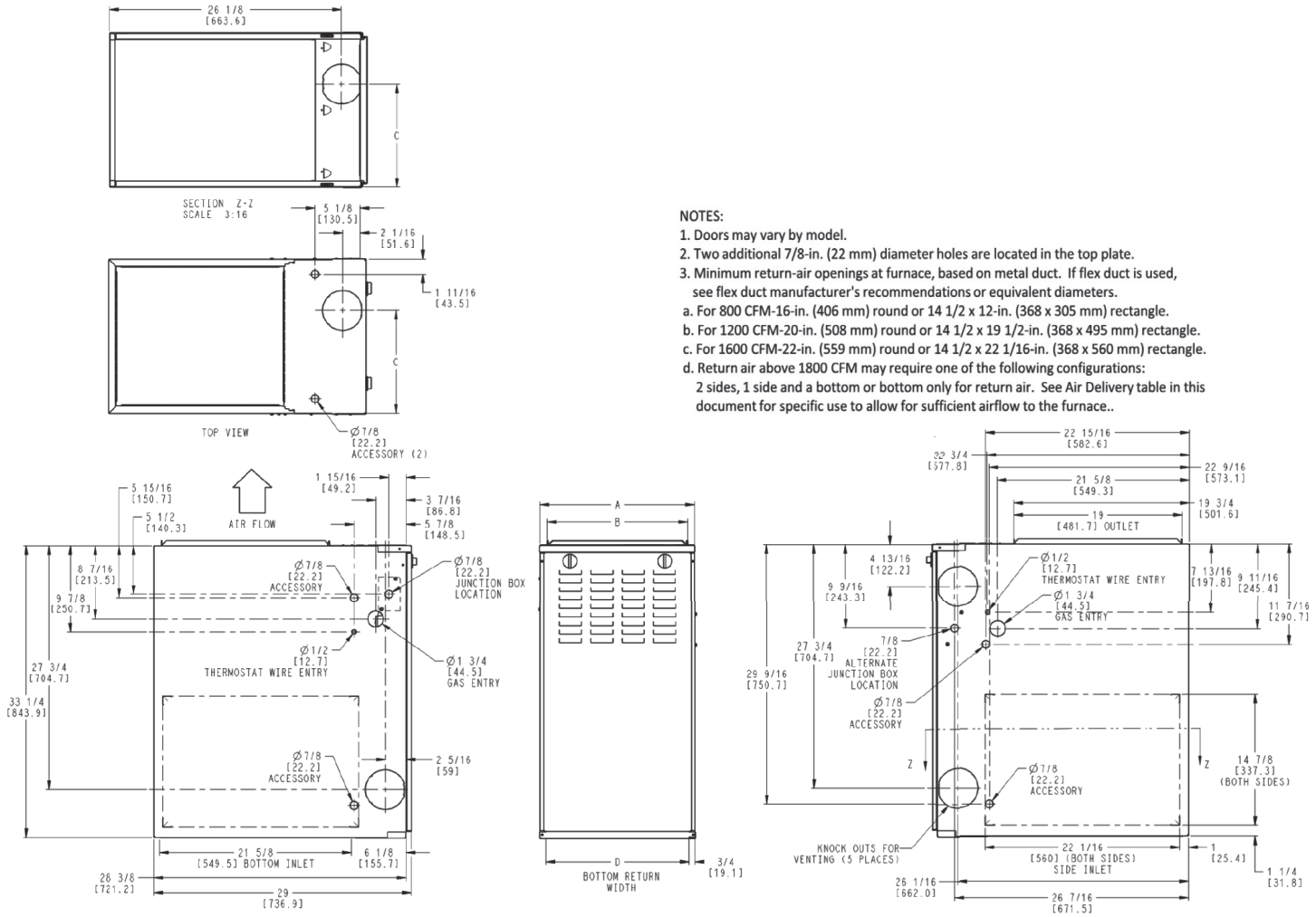
## Features

**Non-Condensing Gas Furnaces**
• Low NOx Furnace
**Performance**
• Single Stage gas valve
• Multi 18-Speed, constant torque (MCT) ECM blower motor
• QuieTech noise reduction system
• Microprocessor based control center
• Adjustable heating air temperature rise
• Adjustable cooling airflow
• Enhanced diagnostics with easy to read 3 digit display for faults and status
• Pilot free, hot surface ignition
• Draft safeguard switch designed to ensure proper furnace venting
• Inner door for tighter sealing
**Installation Flexibility**
• 4-way Multipoise furnace, 13 vent applications
• On-board NFC antenna makes setup a tap away when using the service technician app
• Dual Fuel System compatible
**Applications**
• Compact design - only 33-1/3 in. tall
**Certification**
• Cabinet air leakage less than 2.0% at 1.0 in. W.C. and cabinet air leakage less than 1.4% at 0.5 in. W.C. when tested in accordance with ASHRAE standard 193.

**Project:** City of Madera
**Model Number:** 58SB1B110M24-20

**Plan-ID:** CU/F-4A 4B






NOTES:
1. Doors may vary by model.
2. Two additional 7/8-in. (22 mm) diameter holes are located in the top plate.
3. Minimum return-air openings at furnace, based on metal duct. If flex duct is used, see flex duct manufacturer's recommendations or equivalent diameters.
   a. For 800 CFM-16-in. (406 mm) round or 14 1/2 x 12-in. (368 x 305 mm) rectangle.
   b. For 1200 CFM-20-in. (508 mm) round or 14 1/2 x 19 1/2-in. (368 x 495 mm) rectangle.
   c. For 1600 CFM-22-in. (559 mm) round or 14 1/2 x 22 1/16-in. (368 x 560 mm) rectangle.
   d. Return air above 1800 CFM may require one of the following configurations: 2 sides, 1 side and a bottom or bottom only for return air. See Air Delivery table in this document for specific use to allow for sufficient airflow to the furnace..

NOTE: ALL DIMENSIONS IN INCH (MM)

U.S. ECCN: Not Subject to Regulation (N.S.R.) SD5669-4 REV.-

| Dimensions (in.) | | | | |
|---|---|---|---|---|
| A | B | C | D | Vent |
| 24-1/2 | 22-7/8 | 15-1/16 | 23 | 4 |

## Weight

| | | |
|---|---|---|
| Weight | 96 | lb |

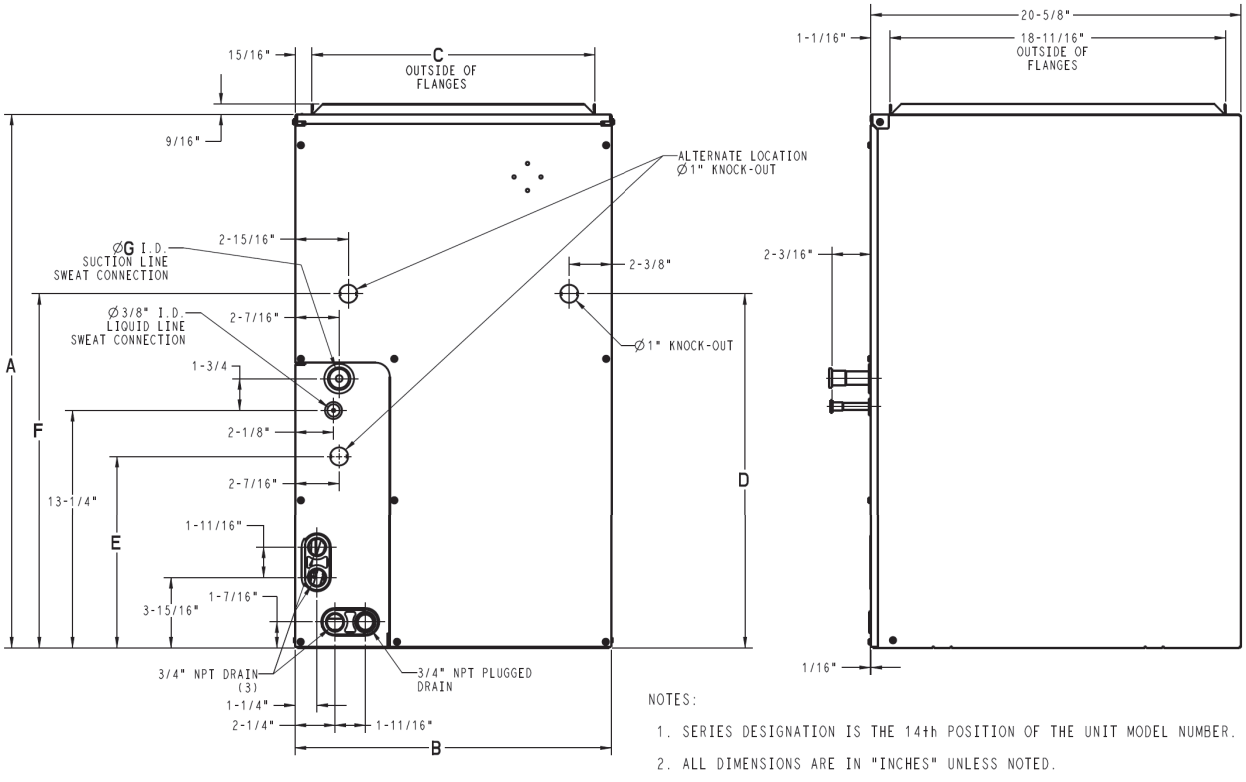
## Features

**Evaporator Coil - Cased Multipoise A Coil**
• Non-ozone depleting and low global warming potential Puron Advance (R-454B) refrigerant
**Design Features**
• Performance - Designed with performance in mind, these new slab coils offer low pressure drops to enhance system performance and airflow characteristics.
• Thermostatic Expansion Valves (TXV) - All coils have refrigerant-specific, factory-installed TXVs.
• Durable Condensate Pan - The corrosion-resistant drain pan is designed with a "fiberglass reinforced thermoset polyester" material (FRTP) that offers unsurpassed pan strength. It is engineered with proper slope to help ensure water drainage, reduced pan sweating and improved moisture removal for better home comfort.
• Refrigerant Connections - The coils are provided with proven sweat connections for leak-free operation maintaining system reliability. The side mounting tubing to the coil slabs allows for easy cleaning and servicing of the coils, as well as easy access to the TXV.
• Burst Pressure - These coils meet or exceed burst pressure of 2100 psi which is at least three to five times the pressure they will see in actual application.
• UV Knockouts - The cased coils also come with factory-installed UV knockouts for quick and easy installation of UV lights.
• Serviceability - All the coils come with a "split-delta plate" for easy, quick access to the coil for service and cleaning. Also the coils are removable from the front of the unit without use of any tools (once the door is removed). The units are also designed with a single size screw, the same size as used on all our furnaces. One tool required for all jobs.

**Project:** City of Madera
**Model Number:** CAAMP6024AMA

**Plan-ID:** CU/F-4A 4B






NOTES:

1. SERIES DESIGNATION IS THE 14th POSITION OF THE UNIT MODEL NUMBER.
2. ALL DIMENSIONS ARE IN "INCHES" UNLESS NOTED.

| Dimensions (in.) | | | | | | |
|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G |
| 35 | 24-1/2 | 22-3/4 | 19-3/4 | - | 19-3/4 | 7/8 |

**Project:** City of Madera
**Model Number:** 26SCA460N005

**Plan-ID:** Unit #2



## AHRI Rated Cooling Performance

| | | |
|---|---|---|
| AHRI Certified Reference # | 217761521 | |
| AHRI Rated M1 Cooling Capacity | 57,000 | Btuh |
| EER2 | 11.50 | EER2 |
| SEER2 | 13.4 | SEER2 |
| Rated Indoor Coil: | CAAMP6024AMA | |
| Rated Furnace: | 58SB1B110M24-20 | |

## Cooling Performance @ Project Parameters

| | | |
|---|---|---|
| Net Cooling Capacity | 55,109 | Btuh |
| Net Sensible Capacity | 36,728 | Btuh |
| Net Latent Capacity | 18,381 | Btuh |
| Total Supply Air | 1280 | cfm |
| Outdoor DB Temp | 95.0 | °F |
| Entering DB Temp | 80.0 | °F |
| Entering WB Temp | 67.0 | °F |
| Leaving DB Temp | 53.4 | °F |
| Leaving WB Temp | 53.0 | °F |

## Electrical Data

| | | |
|---|---|---|
| Power Supply | 208/230 | Volts |
| | 3 | Phase |
| | 60 | Hertz |
| Minimum Circuit Ampacity | 23.6 | Amps |
| MOCP | 35 | Amps |

## Weight

| | | |
|---|---|---|
| Total Weight | 184 | lb |
| Factory Charge | 6.40 | lb |
| Required Charge | 6.40 | lb |

## Field Installed Accessories

## Features

**Single-Stage Air Conditioner with R-454B Refrigerant**
**Efficiency**
• Microtube Technology refrigeration system
**Comfort**
• System supports programmable or standard thermostat controls
**Reliability**
• Non-ozone depleting, low global warming potential R-454B refrigerant
• Scroll compressor
• Internal pressure relief valve
• Internal thermal overload
• Filter drier
**Durability**
**WeatherArmor™ protection package:**
• Solid, durable sheet metal construction
• Dense wire coil guard
**Applications**
• Long-line - up to 250 feet (76.20 m) total equivalent length, up to 200 feet (60.96 m) condenser above evaporator, or up to 80 ft. (24.38 m) evaporator above condenser (See Longline Guide for more information.)
• Low ambient cooling down to 0°F (-17.8°C )
**Limited Warranty**
• Default 5-year parts limited warranty (including compressor and coil)
• 10 year parts limited warranty (including compressor and coil) with timely registration. Equipment must be registered within 90 days of original installation, except in jurisdictions where warranty benefits cannot be conditioned on registration.

## Sound

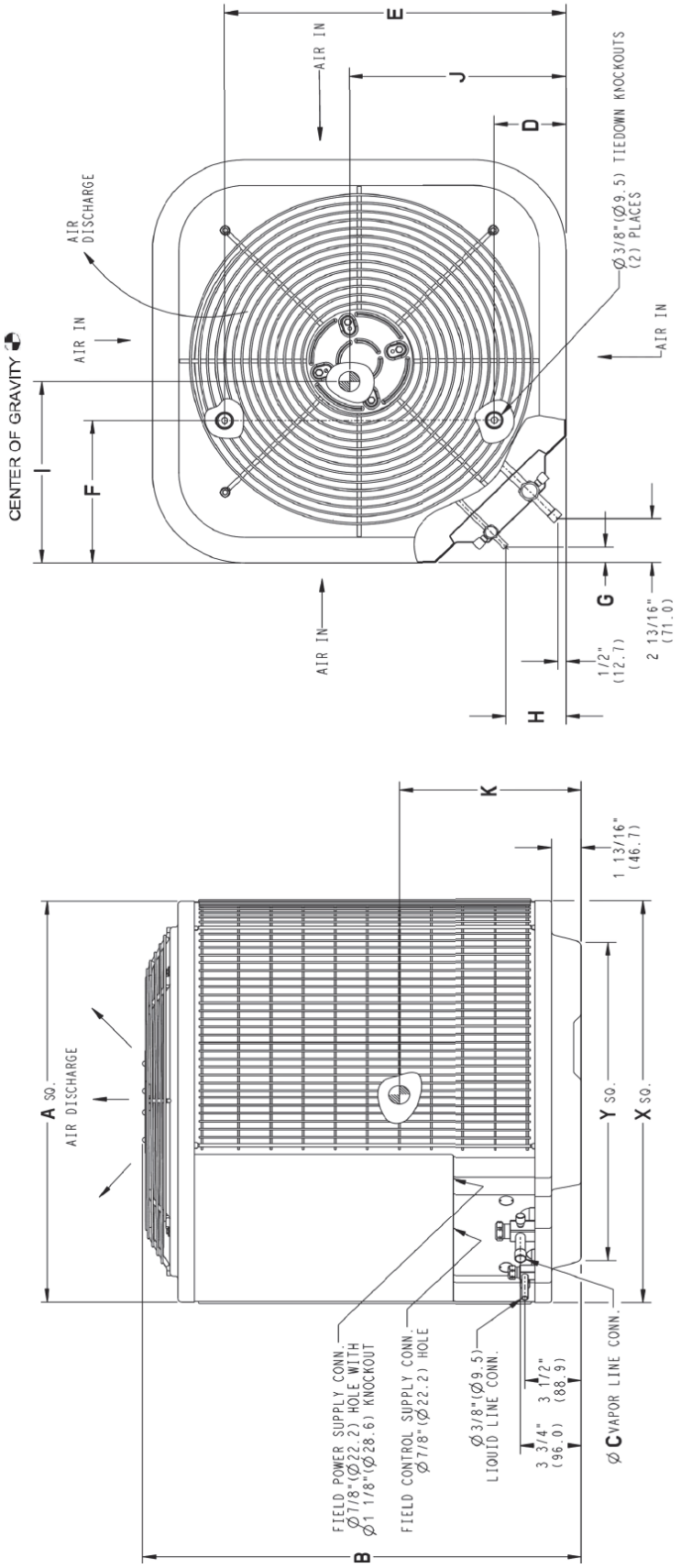
| Outdoor Sound (dB) @60hz | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A-Weighted | 63 | 125 | 250 | 500 | 1000 | 2000 | 4000 | 8000 |
| 74 | 73 | 73 | 73 | 71 | 70 | 64 | 62 | 59 |

1. Outdoor sound data is measure in accordance with AHRI standard 270.
2. Measurements are expressed in terms of sound power. Do not compare these values to sound pressure values because sound pressure depends on specific environmental factorswhich normally do not match individual applications. Sound power values are independent of the environment and thereforemore accurate.
3. A-weighted sound ratings filter out very high and very low frequencies, to better approximate the response of "average" human ear. A-weighted measurements for units are taken in accordance with AHRI standard 270.

**Project:** City of Madera
**Model Number:** 26SCA460N005

**Plan-ID:** Unit #2






| Dimensions (in.) | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G | H | I | J | K | Min Mounting Pad |
| 31-3/16 | 32-1/16 | 7/8 | 6-9/16 | 24-11/16 | 9-1/8 | 5/16 | 3 | 16 | 16 | 22 | 31-3/16 x 31-3/16 |

## Heating Performance

| | | |
|---|---|---|
| Heating Capacity Output | 90,000 | Btuh |
| Heating Capacity Input | 110,000 | Btuh |
| AFUE | 80% | |
| Orientation | Upflow | |

## Supply Air Performance

| | | |
|---|---|---|
| Total Supply Air | 1280 | cfm |
| External Static Pressure | 0.30 | in wg. |
| Blower Type | Belt | |

*Supply Air Performance is shown for Cooling Mode*

## Electrical Data

| | | |
|---|---|---|
| Power Supply | 115 | Volts |
| | 1 | Phase |
| | 60 | Hertz |
| Minimum Circuit Ampacity | 14.6 | Amps |
| MOCP | 15 | Amps |

## Weight

| | | |
|---|---|---|
| Total Weight | 165 | lb |

## Field Installed Accessories

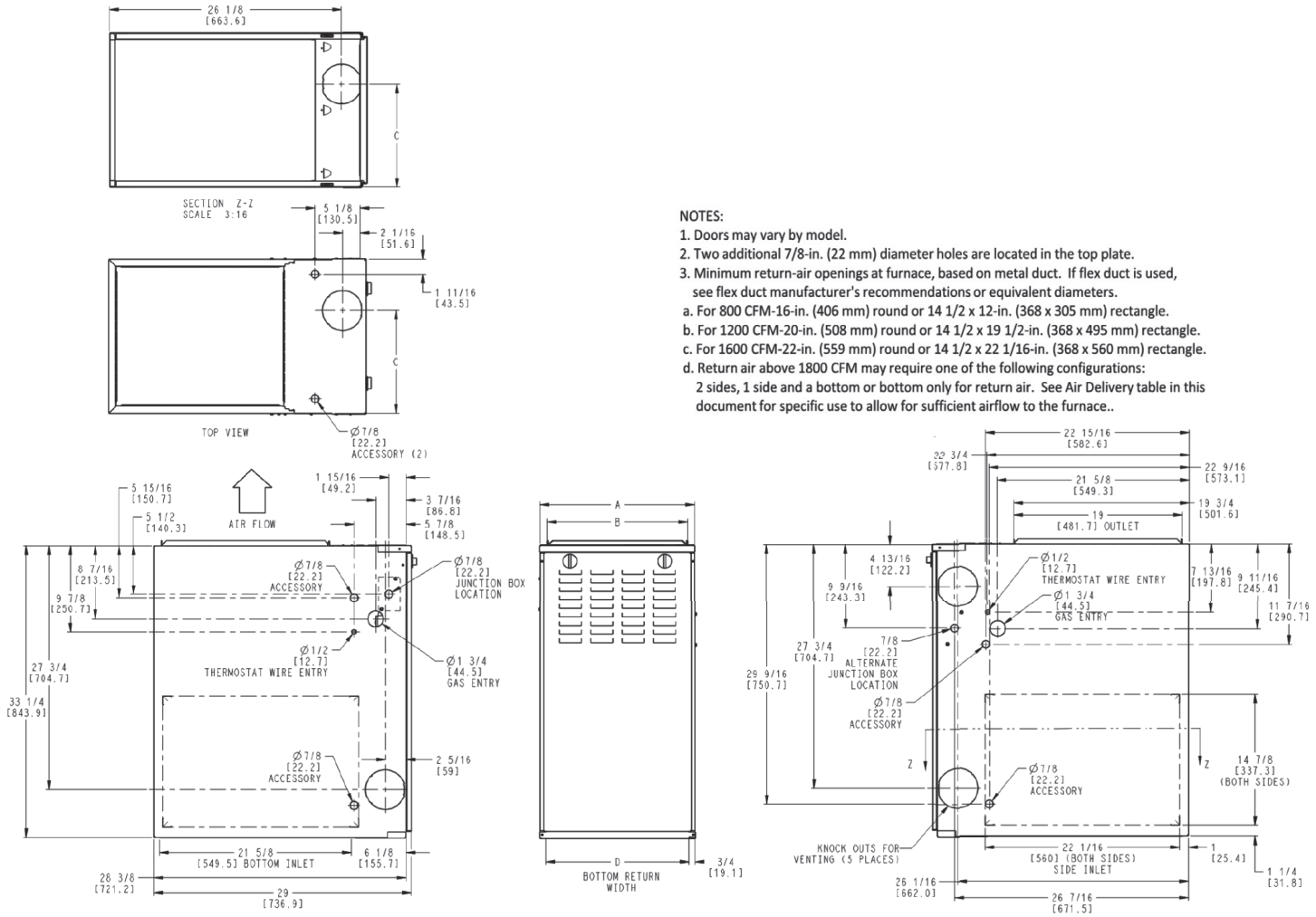
## Features

**Non-Condensing Gas Furnaces**
• Low NOx Furnace
**Performance**
• Single Stage gas valve
• Multi 18-Speed, constant torque (MCT) ECM blower motor
• QuieTech noise reduction system
• Microprocessor based control center
• Adjustable heating air temperature rise
• Adjustable cooling airflow
• Enhanced diagnostics with easy to read 3 digit display for faults and status
• Pilot free, hot surface ignition
• Draft safeguard switch designed to ensure proper furnace venting
• Inner door for tighter sealing
**Installation Flexibility**
• 4-way Multipoise furnace, 13 vent applications
• On-board NFC antenna makes setup a tap away when using the service technician app
• Dual Fuel System compatible
**Applications**
• Compact design - only 33-1/3 in. tall
**Certification**
• Cabinet air leakage less than 2.0% at 1.0 in. W.C. and cabinet air leakage less than 1.4% at 0.5 in. W.C. when tested in accordance with ASHRAE standard 193.

**Project:** City of Madera
**Model Number:** 58SB1B110M24-20

**Plan-ID:** Unit #2






NOTES:
1. Doors may vary by model.
2. Two additional 7/8-in. (22 mm) diameter holes are located in the top plate.
3. Minimum return-air openings at furnace, based on metal duct. If flex duct is used, see flex duct manufacturer's recommendations or equivalent diameters.
   a. For 800 CFM-16-in. (406 mm) round or 14 1/2 x 12-in. (368 x 305 mm) rectangle.
   b. For 1200 CFM-20-in. (508 mm) round or 14 1/2 x 19 1/2-in. (368 x 495 mm) rectangle.
   c. For 1600 CFM-22-in. (559 mm) round or 14 1/2 x 22 1/16-in. (368 x 560 mm) rectangle.
   d. Return air above 1800 CFM may require one of the following configurations: 2 sides, 1 side and a bottom or bottom only for return air. See Air Delivery table in this document for specific use to allow for sufficient airflow to the furnace..

NOTE: ALL DIMENSIONS IN INCH (MM)

U.S. ECCN: Not Subject to Regulation (N.S.R.) SD5669-4 REV.-

| Dimensions (in.) | | | | |
|---|---|---|---|---|
| A | B | C | D | Vent |
| 24-1/2 | 22-7/8 | 15-1/16 | 23 | 4 |

## Weight

| | | |
|---|---|---|
| Weight | 96 | lb |

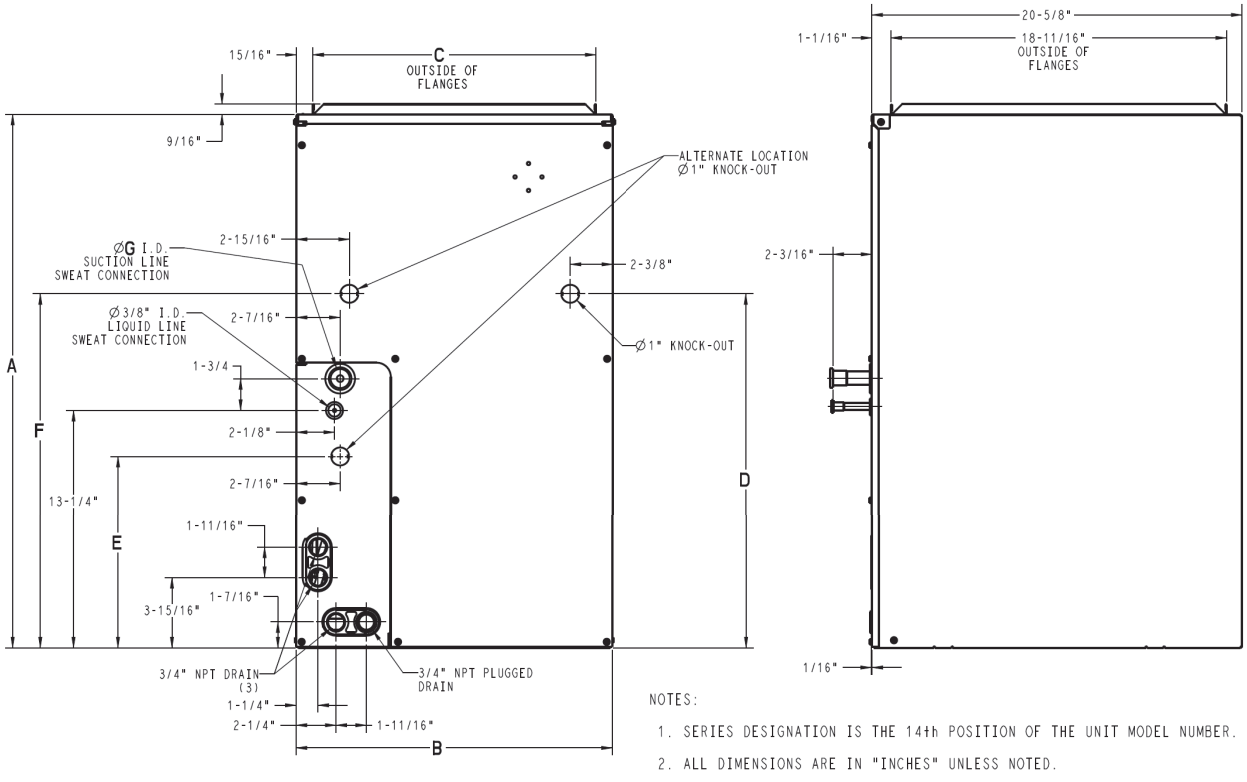
## Features

**Evaporator Coil - Cased Multipoise A Coil**
• Non-ozone depleting and low global warming potential Puron Advance (R-454B) refrigerant
**Design Features**
• Performance - Designed with performance in mind, these new slab coils offer low pressure drops to enhance system performance and airflow characteristics.
• Thermostatic Expansion Valves (TXV) - All coils have refrigerant-specific, factory-installed TXVs.
• Durable Condensate Pan - The corrosion-resistant drain pan is designed with a "fiberglass reinforced thermoset polyester" material (FRTP) that offers unsurpassed pan strength. It is engineered with proper slope to help ensure water drainage, reduced pan sweating and improved moisture removal for better home comfort.
• Refrigerant Connections - The coils are provided with proven sweat connections for leak-free operation maintaining system reliability. The side mounting tubing to the coil slabs allows for easy cleaning and servicing of the coils, as well as easy access to the TXV.
• Burst Pressure - These coils meet or exceed burst pressure of 2100 psi which is at least three to five times the pressure they will see in actual application.
• UV Knockouts - The cased coils also come with factory-installed UV knockouts for quick and easy installation of UV lights.
• Serviceability - All the coils come with a "split-delta plate" for easy, quick access to the coil for service and cleaning. Also the coils are removable from the front of the unit without use of any tools (once the door is removed). The units are also designed with a single size screw, the same size as used on all our furnaces. One tool required for all jobs.

**Project:** City of Madera
**Model Number:** CAAMP6024AMA

**Plan-ID:** Unit #2






NOTES:

1. SERIES DESIGNATION IS THE 14th POSITION OF THE UNIT MODEL NUMBER.
2. ALL DIMENSIONS ARE IN "INCHES" UNLESS NOTED.

| Dimensions (in.) | | | | | | |
|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G |
| 35 | 24-1/2 | 22-3/4 | 19-3/4 | - | 19-3/4 | 7/8 |

The Warranty Docs for both the Lennox and Carrier untes are combined in this PDF file
Pages 2-8 Lennox
Pages 9-11 Carroer

# EQUIPMENT LIMITED WARRANTY

## APPLIES IN U.S.A. AND CANADA ONLY

***PLEASE READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS***

***Failure to maintain equipment will void this Limited Warranty.***

### LIMITED WARRANTY

Subject to the terms herein, this Limited Warranty covers components within the following equipment (hereafter, referred to as the "Equipment"):

| Equipment Type | Model Number |
|---|---|
| **Unit Heaters** | LF25 and LS25 (125,000 to 400,000 Btuh units) |
| **Air Handlers** | ELKA, ELXA |
| **Air Conditioners (3 Phase)** | ELKC, ELXC, ML13KC1, ML14XC1, ML17KC2, ML18XC2 |
| **Heat Pumps (3 Phase)** | ELKP, ELXP, ML14KP1, ML14XP1 |
| **Packaged Units (3 Phase)** | KCB, KCC, KGB, KGC, KHB, KHC, LCX, LGX, LHX, LRP(3 Phase), QCA, QGA, QHA, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD, ZHB, ZHC, ZHD |
| **Electric Heat Sections** | AECB29, CHK, ECB27, ECB29, ECB38, ECH16, ECH24, EH17, ELEH, T1EH, Z1EH |
| **Controls/ Thermostats (Commercial applications)** | CS3000, CS7500, CS8500, LCS-5030, LCS-7030, Wireless Repeater |
| **Accessories** | High-performance economizers, Variable-frequency drives (inverters) |

This Limited Warranty only covers repair components contained within Equipment ("Covered Components"). It does NOT cover cabinets, cabinet pieces, driers, refrigerant, refrigerant line sets, belts, gaskets, wiring, fuses, oil nozzles, and consumable items or components that should be replaced as part of a regular maintenance program, such as lubricants and air filters.

Any accessories that are purchased directly from Lennox Industries Inc. or Allied Air Enterprises will receive the Limited Warranty for a Warranty Period of one (1) year unless outlined separately in a Manufacturer warranty card.

**NOTE: The installation of a replacement component under this Limited Warranty does not extend the Warranty Period of the underlying Equipment in which such component is installed. Notwithstanding the foregoing, in the event the manufacturing defect arises within Equipment that by its nature replacement components are not offered but rather full replacement equipment is required, replacement of such equipment will result in a new Warranty Period only for such new equipment.**

### LIMITED WARRANTY PERIOD:

This Limited Warranty begins on the date the Equipment is originally installed and ends as set forth below (the "Warranty Period"). If the date of original installation cannot be verified, the Warranty Period begins six (6) months after the date of manufacture, unless prohibited by law. *Regardless of the date of installation, the Warranty Period will begin no later than 18 months from the date of manufacture, unless prohibited by law.* Notwithstanding the above, when Equipment is installed in a newly constructed building, structure, or home, the Warranty Period begins on the closing date of purchase. Proof of closing may be required.

### ONE-YEAR LIMITED WARRANTY

**All Applications**

Covered components in the Equipment (except for heat exchangers, burners, all-aluminum condenser and evaporator coils, and compressors, which are covered as outlined separately) are warranted by the Manufacturer for a period of one (1) year when installed in either a "Residential Application" or a "Non-Residential Application." A Residential Application refers to a single- or multi-family dwelling, which includes homes, duplexes, apartments and condominiums used primarily for personal, family or household purposes. A Non-Residential Application refers to all premises that are not included in the definition of a Residential Application, including, but not limited to, all applications that are not primarily used for personal, family or household purposes.

***NOTE - One-year coverage applies to all listed Equipment, with the exception of ELKC, ELKP, ML13, ML14, and ML17 Equipment installed in Residential Applications and the CS7500 & CS8500 Commercial thermostats, LCS-5030, LCS-7030 and Wireless Repeater installed in all applications (which are covered as outlined separately).***

### TWO-YEAR LIMITED WARRANTY

**CS7500 & CS8500 Commercial Thermostats, LCS-5030, LCS-7030, and Wireless Repeater**

**All Applications**

The CS7500 and CS8500 Commercial Thermostats, the LCS-5030, LCS-7030, and Wireless Repeater are warranted by the Manufacturer for a period of two (2) years when installed in all applications.

### FIVE-YEAR LIMITED WARRANTY

**ELKA, ELKC, ELKP, ELXA, ELXC, ELXP, ML13KC1, ML14KP1, ML14XC1, ML14XP1, ML17KC2, ML18XC2**

**Equipment Residential Applications**

The covered components in the Equipment are warranted by the Manufacturer for a period of five (5) years when installed in a "Residential Application."

## FIVE-YEAR LIMITED WARRANTY

### High-Performance Economizers and Variable-Frequency Drives (Inverters) - All Applications

High-performance economizers and variable-frequency drives (inverters) are warranted by the Manufacturer for a period of five (5) years when installed in all applications.

### LIMITED EXTENDED WARRANTY PERIOD (for Heat Exchangers, Burners, All-Aluminum Condenser and Evaporator Coils, Compressors and Lennox Core Unit Controllers)

Notwithstanding the above, heat exchangers, burners, all-aluminum condenser and evaporator coils, compressors and Lennox Core Control System within the following Equipment are warranted by the Manufacturer for the following periods:

| Equipment Model Number | Warranty Period for Heat Exchanger Only |
|---|---|
| KGB, KGC, LF25, LGX, LRP(3 Phase), LS25, QGA, ZGB, ZGC, ZGD with Aluminized Heat Exchanger | Ten (10) years - All applications |
| KGB, KGC, LF25, LGX, LS25, ZGB, ZGC, ZGD with Stainless Steel Heat Exchanger | Fifteen (15) years - All applications |

| Equipment Model Number | Warranty Period for Compressor Only |
|---|---|
| KCB, KCC, KGB, KGC, KHB, KHC, LCX, LGX, LHX, LRP(3 Phase), ML13KC1, ML14KP1, ML14XC1, ML14XP1, ML17KC2, ML18XC2, QCA, QGA, QHA, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD, ZHB, ZHC, ZHD | Five (5) years - All applications |

| Equipment Model Number | Warranty Period for All-Aluminum Condenser and Evaporator Coils Only |
|---|---|
| KCB, KCC, KGB, KGC, LCX, LGX, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD | Three (3) years - All applications |

| Equipment Model Number | Warranty Period for Lennox Core Control System |
|---|---|
| LCX, LGX, LHX | Three (3) years - All applications |

## WARRANTY COVERAGE

Subject to the terms and conditions herein, if, during the Warranty Period, a Covered Component in the Equipment fails solely because of a manufacturing defect, the Manufacturer will provide a replacement component to the Owner through a licensed professional HVAC contractor. The Owner will be responsible for all shipping, freight, and handling charges, as well as all fees and costs arising out of or relating to the warranty service, including, but not limited to, all trip charges, labor costs, and other costs involved in diagnostic calls or in removing, repairing, servicing, or replacing any component. For a period of 90 days after a warranty claim is filed under this Limited Warranty, the Owner is responsible for surrendering the failed component(s) to the Manufacturer upon request. The Manufacturer's sole responsibility under this Limited Warranty is to provide a replacement component as set forth above. In the event that any Covered Component is no longer available, the Manufacturer will, at its option, provide a substitute component or allow the Owner to purchase equivalent equipment at a reduced price off the Manufacturer list price in effect on the date of the failure.

Both the Manufacturer and the Owner of the Equipment are bound by this Limited Warranty.

## MAKING A WARRANTY CLAIM

To make a warranty claim with Lennox, the Owner must contact an independent Lennox dealer or a licensed HVAC contractor. An independent Lennox dealer may be located by accessing www.lennox.com, e-mailing Lennox at www.lennox.com/help/contact-us/warranty (click on "E-mail our Contact Center"), or by calling Lennox at 1-800-9-Lennox.

To make a warranty claim with Allied, the Owner must contact an independent HVAC contractor or contact Allied Air Enterprises at 1-800-448-5872 or go to www.alliedair.com.

**The owner must contact the HVAC contractor pursuant to this paragraph prior to the Warranty Period's expiration in order for the claim to be eligible for coverage. All warranty claims must be submitted within forty-five (45) days of the applicable product failure date. The failure to submit a claim within such forty-five (45) day period will result in the denial of a claim. The Manufacturer has no liability whatsoever in the event that the HVAC contractor fails to timely and/or properly file a claim hereunder.**

The Owner may also contact the Manufacturer listed on the unit nameplate:

| | |
|---|---|
| Lennox Industries Inc.<br>P.O. Box 799900<br>Dallas, TX 75379-9900<br>1-800-9LENNOX | Allied Air Enterprises<br>215 Metropolitan Drive<br>West Columbia, SC 29170<br>1-800-448-5872 |

When warranty coverage is requested, the Owner must provide, and the HVAC contractor must collect, the following:

1 - The Equipment model and serial number;

2 - The Owner's name and location of the Equipment;

3 - The date of original Equipment installation (or closing date for new construction); and

4 - An accurate description of the problem.

*NOTE - Proof of prior maintenance and purchase may also be required.*

## DISCLAIMER OF WARRANTIES AND RESPONSIBILITY FOR DAMAGES

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, THE MANUFACTURER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. ALL IMPLIED WARRANTIES WHICH MAY EXIST, NOTWITHSTANDING THIS DISCLAIMER, ARE LIMITED TO THE DURATION OF THIS

LIMITED WARRANTY AS APPLICABLE TO EACH COMPONENT. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED. **OWNER ACKNOWLEDGES AND AGREES THAT IN DECIDING TO PURCHASE THE EQUIPMENT COVERED BY THIS WARRANTY, IT HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS THAT ARE NOT CONTAINED WITHIN THIS WARRANTY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MANUFACTURER SHALL NOT BE LIABLE, EITHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS, DAMAGE, OR INJURY TO PERSONS, INCLUDING DEATH, PROPERTY, OR THINGS, OR FOR DAMAGES OF ANY KIND OR NATURE INCLUDING BUSINESS INTERRUPTION, INCONVENIENCE, OR LOSS OF ANTICIPATED PROFITS OR SAVINGS OCCASIONED BY, ARISING OUT OF, OR RELATING TO THE USE, MISUSE, NON- USE, REPAIR, REPLACEMENT, OR DELAY IN DELIVERY OF THE EQUIPMENT. THE MANUFACTURER SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE BY THE OWNER OR OTHERS TO THE EQUIPMENT.

**This limitation of liability and disclaimer gives specific legal rights. Some jurisdictions do not allow the exclusion, waiver, or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions do not apply to the Owner. The Owner may also have other rights that may vary by jurisdiction.**

**EXCLUSIONS**

The following limitations and exclusions apply to this Limited Warranty:

1 - Replacement components will not be provided under this Limited Warranty unless the Equipment containing the defective component is properly installed and maintained by a licensed professional HVAC installer or licensed HVAC contractor in accordance with the Manufacturer's installation, operation, and maintenance instructions, which are provided with the Equipment or available by contacting the Manufacturer.

2 - Replacement components will not be provided under this Limited Warranty if the Equipment containing the defective component is moved after its initial installation.

3 - Replacement components will not be provided under this Limited Warranty unless all repairs of the Equipment containing the defective component are made by a licensed professional HVAC installer or licensed HVAC contractor using manufacturer-specified service components.

4 - Replacement components will not be provided under this Limited Warranty for any resulting systems that are not AHRI-matched systems.

5 - This Limited Warranty does not cover damage or defect, resulting in whole or in part, from:

a - Any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes, or earthquakes;

b - Mold, animals, insects, or bodily fluids;

c - Installation or operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (e.g., chlorine, fluorine, salt, recycled wastewater, urine, fertilizers, or other damaging substances, body fluids, or chemicals);

d - Accident, misuse, neglect, abuse, vandalism, theft, or unreasonable use or operation of the Equipment or component, including, but not limited to, operation of electrical equipment at voltages other than in the range specified on the unit nameplate (includes damages caused by brownouts);

e - Service performed or repairs made by anyone other than a licensed professional HVAC installer or contractor or any modification, change, or alteration of the Equipment or component, except as directed in writing by the Manufacturer;

f - Operation with system components (indoor unit, outdoor unit, and refrigerant control devices) that do not match or meet the specifications recommended by the Manufacturer;

g - Use of accessories or additives that have not been approved by the Manufacturer that are installed on or in the Equipment;

h - Operation of a system without the required filter drier. The filter drier must be replaced anytime the refrigerant circuit has been opened;

i - Use of contaminated or alternate refrigerant;

j - Operation of packaged gas/electric units (equipped with aluminized heat exchanger) with mixed air temperatures of less than 45ºF (7ºC);

k - Damage caused by frozen or broken water pipes;

l - Operation of a furnace field-installed downstream from a cooling coil;

m -Transit, delivery, packing, unpacking, assembly, installation, or removal;

n - Using or operating Equipment or other components thereof in a manner that is inconsistent with either its design or the way the Manufacturer intended it to be used.

6 - This Limited Warranty does not apply to cosmetic defects or damages or failures of non-operational components that do not inhibit the Equipment's proper operation and performance.

7 - Replacement components will not be provided under this Limited Warranty for Equipment where the serial or model number plate is removed, defaced, or made illegible.

8 - This Limited Warranty does not apply to any units that were installed in violation of regional government standards or other government requirements, or any repairs, services, or alterations needed to meet compliance with or changes in federal, state, or local codes or regulations.

9 - This Limited Warranty does not apply to, nor is any warranty offered by the Manufacturer for, any Equipment or components that have been stolen or have been ordered over the Internet, by telephone, or other electronic means, unless the licensed HVAC installer selling the Equipment or components over the Internet, by telephone, or other electronic means, is also the installing contractor.

10 -The Manufacturer will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electrical heat. This Limited Warranty also does not cover lodging expenses.

11 - The Manufacturer shall not be responsible for any default or delay in performance under this Limited Warranty caused by any factor or contingency outside of its control.

This Limited Warranty gives the Owner specific legal rights, as described herein, and the Owner may have other rights which vary by state.

## DISPUTE RESOLUTION

**NOTE - PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES.**

**Some jurisdictions do not allow mandatory arbitration provisions or class action waivers. In such jurisdictions, the following dispute resolution provisions do not apply. The Owner may have other rights that may vary by jurisdiction.**

**INDIVIDUAL ARBITRATION NOTICE: BY PURCHASING EQUIPMENT OR MAKING A CLAIM UNDER THIS LIMITED WARRANTY, THE OWNER IS AGREEING THAT ALL DISPUTES BETWEEN THE OWNER AND THE MANUFACTURER WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AS MORE FULLY OUTLINED BELOW.**

1 - **Contact the Manufacturer:** Please report any Dispute (defined in items 1 and 2 on page 6) to the Manufacturer listed on the unit nameplate:

Lennox Industries Inc.
Attn: Consumer Affairs
P.O. Box 799900
Dallas, TX 75379-9900

Allied Air Enterprises
215 Metropolitan Drive
West Columbia, SC 29170

**Mandatory Arbitration: Both the Owner and the Manufacturer agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, the Owner or the Manufacturer may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.**

Both the Owner and the Manufacturer waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third- party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts.

However, the arbitrator must follow the law and can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief, and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of the Owner's residence or other mutually agreed location. For claims of $50,000 or less, the AAA's Supplementary Procedures for consumer-related Disputes will apply. For claims over $50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at www.adr.org or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Texas, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision, and this Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or enforceable. Except as expressly stated in Paragraph 2a, a court will resolve any question regarding the validity or enforceability of Paragraph 2a. This Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate shall be broadly interpreted.

a - **Arbitration Class Action Waiver (for all states other than California):** The Owner and the Manufacturer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis. Unless the Owner and the Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between the Owner and the Manufacturer. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between the Manufacturer and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory, or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration.

A court, not the arbitrator, will decide any questions regarding the enforceability of this Paragraph 2a. If a court deems any portion of this Paragraph 2a invalid or unenforceable, the entire arbitration provision in Paragraph 2 (other than this sentence) will be null and void and not apply. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

**Arbitration Class Action Waiver (for California):** The Owner and the Manufacturer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis; provided, however, that the Owner shall be permitted to seek and obtain public injunctive relief in arbitration. Unless the Owner and the Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make monetary damage awards is limited to Disputes between the Owner and the Manufacturer. The arbitrator may award monetary relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's monetary award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions or disputes regarding the enforceability of this Arbitration Class Action Waiver other than a dispute over whether this Arbitration Class Action Waiver is enforceable under McGill v. Citibank, N.A., 2 Cal 5th 945 (2017) and related case law (that question shall be determined by an

arbitrator). If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply. If an arbitrator deciding the McGill issue finds that this Arbitration Class Action Waiver is unenforceable, then the entire arbitration provision (other than this sentence and the preceding sentence) shall be null and void. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

b - **Agency Proceedings:** This arbitration agreement does not preclude the Owner from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Manufacturer on the Owner's behalf.

c - **Fees and Costs:** If the Owner's total damage claims in an arbitration are $25,000 or less, not including the Owner's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Owner prevails, award the Owner's reasonable attorney fees, expert fees, and costs (separate from Arbitration Costs as defined below), but may not grant the Manufacturer its attorney fees, expert fees, or costs (separate from Arbitration Costs) unless the arbitrator determines that the Owner's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, the Manufacturer will pay all arbitration filing, administrative, and arbitrator costs (together, "Arbitration Costs"). The Owner must submit any request for payment of Arbitration Costs to the AAA at the same time the Owner submits its Demand for Arbitration. However, if the Owner wants the Manufacturer to advance the Arbitration Costs for a Small Arbitration Claim before filing, the Manufacturer will do so at the Owner's written request which must be sent to the Manufacturer at the address in paragraph 1. In a Small Arbitration Claim case, the Manufacturer agrees that the Owner may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing. If the Owner's total damage claim in an arbitration exceeds $25,000, not including the Owner's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Owner and the Manufacturer (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Owner is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, the Manufacturer will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

d - **Mass Arbitration (for residents outside of California only):** A "Mass Arbitration" shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 30 or more Small Arbitration Claims and/or Large Arbitration Claims within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 50 or more Small Arbitration Claims and/or Large Arbitration Claims within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file a Small Arbitration Claim and/ or Large Arbitration Claim within a sixty-day period. In the event of a Mass Arbitration, notwithstanding anything to the contrary in subpart (c) above, the Manufacturer shall (i) not be required to advance or pay Arbitration Costs for any arbitration and (ii) may be awarded its reasonable attorney fees, expert fees, and costs if it prevails (without having to show that the Owner's claim was frivolous or in bad faith). The immediately preceding sentence shall apply only to those arbitrations that are filed once the definition of Mass Arbitration is met. Thus, by way of example, if the same law firm files 35 Small Arbitration Claims within a thirty-day period, the first 29 Small Arbitration Claims shall be governed by subpart 2(c) and the last six Small Arbitration Claims (i.e., arbitration numbers 30 through 35) shall be governed by this subpart 2(d). Once a law firm or lawyer is deemed part of a Mass Arbitration, all Small Arbitration Claims and Large Arbitration claims he/she/it files, assists in filing, or causes to be filed shall be governed by this subpart (d) unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any Small Arbitration Claims or Large Arbitration Claims for a period of one year.

e - **OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION PROVIDING WRITTEN NOTICE ("THE OPT-OUT NOTICE") TO THE MANUFACTURER** that is post-marked no later than 30 calendar days after the Owner's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case of a subsequent owner). The Opt-Out Notice must be mailed to the Manufacturer at:

| | |
|---|---|
| Lennox Industries Inc. | Allied Air Enterprises |
| Attn: Consumer Affairs | 215 Metropolitan Drive |
| P.O. Box 799900 | West Columbia, SC |
| Dallas, TX 75379-9900 | 291701 |

The Opt-Out Notice must state (i) the Owner's name and address, and that the Owner opts out of arbitration, (ii) the date that the Owner purchased the equipment (if the original owner) or the premises where the equipment was originally installed (in the case of a subsequent owner), (iii) the equipment's model name and number, (iv) the equipment serial number (which can be found on the unit nameplate), and (v) that the Owner elects to opt out of arbitration. The Owner must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither the Owner nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt- Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect this Limited Warranty, and the Owner will continue to enjoy the benefits of this Limited Warranty if the Owner opts out of arbitration. Any Opt-Out Notice received after the opt out **deadline will not be valid**.

2 - **Non-Arbitration Class Action and Jury Waiver:** If for any

reason any Dispute proceeds in court rather than arbitration, the Owner and the Manufacturer waive any right to a jury trial, and the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither

the Owner nor the Manufacturer may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general, or representative proceeding; provided, however, that in California an individual can seek and obtain public injunctive relief.

3 - **Severability:** If any provision of this Limited Warranty shall be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid, or unenforceable, the parties intend for that provision to be amended and construed in a manner designed to effectuate the purposes of that provision to the fullest extent permitted by law. If a provision cannot be so amended or construed, it will be severed, and the remaining provisions shall remain unimpaired, valid, and in full force and effect to the fullest extent permitted by law and shall be interpreted so as to best reasonably effect the intent of the parties. To the extent there is a conflict between this severability clause and the severability clause in paragraph 2(a), the clause in paragraph 2(a) shall govern. For the avoidance of doubt, the severability clause shall not be used in a manner that permits the Owner to bring a class or collective action.

## DEFINITIONS

In addition to the terms defined above, the following definitions

will apply to this Limited Warranty:

1 - The terms "Dispute" and "Disputes" will be broadly interpreted to include any claims, disagreements, or controversies that the Owner and the Manufacturer had, have, or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements, or controversies related in any way to or arising in any way out of:

- a - the Equipment and components covered by this Limited Warranty;
- b - any other Manufacturer equipment, component, or service;
- c - any Manufacturer advertising, representation, or marketing;
- d - any contract, warranty, or other agreement the Owner had or has with the Manufacturer;
- e - any Manufacturer billing or other policy or practice;
- f - any action or inaction by any Manufacturer officer, director, employee, agent, or other representative relating to any Manufacturer equipment, component, marketing, representation, or service;
- g - any claims the Owner brings against a third party (such as a distributor, dealer, or repair service) that are based on, relate to, or in any way arise out of any Manufacturer equipment, component, marketing, representation, or service;
- h - any claims the Manufacturer brings against the Owner; and
- i - any aspect of the relationship between the Owner and the Manufacturer.

2 - "Dispute" and "Disputes" includes claims, disagreements, or controversies that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.

3 - The "Manufacturer" refers to the Manufacturer listed on the Equipment nameplate, as well as their parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.

4 - "Limited Warranty" refers to this document.

5 - "Owner" refers to (i) the person or entity that originally purchased the Equipment from a licensed professional HVAC contractor; and (ii) during the Warranty Period, the owner(s) and subsequent owner(s) of the premises where the Equipment is originally installed.

## EQUIPMENT INFORMATION

## NOTE TO CUSTOMER

**Please complete information below and retain this warranty for records and future reference. As well, retain proof of commissioning documentation from the installer.**

Unit Model Number:_____

Serial Number:_____

Installing Contractor: _____

Installation Date: _____ Phone:_____



P.O. Box 799900, Dallas, TX 75379-9900

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Supersedes W900009-01 01/1/2024



# Limited Warranty for Ductless Split Units

**FOR WARRANTY SERVICE OR REPAIR:**

Contact the installer. You may be able to find the installer's name on the equipment or in your Owner's Packet.
For help, contact: CAC / BDP, Consumer Relations, P.O. Box 4808, Syracuse, New York 13221

**PRODUCT REGISTRATION:** You can register your product online at *www.cac-bdp-all.com*.

Model No. _____ Serial No._____

Date of Installation _____ Installed by _____

Name of Owner_____ Address of Installation _____

CAC / BDP (hereinafter "Company") warrants this product against failure due to defect in materials or workmanship under normal use and maintenance as follows. All warranty periods begin on the date of original installation and are for the duration, in years, listed below. If a part fails due to defect during the applicable warranty period Company will provide a new or remanufactured part, at Company's option, to replace the failed defective part at no charge for the part. Alternatively, and at its option, the Company will provide a credit in the amount of the then factory selling price for a new equivalent part toward the retail purchase price of a new Company product. Except as otherwise stated herein, those are Company's exclusive obligations under this warranty for a product failure. All warranties in this document are subject to all provisions, conditions, limitations and exclusions listed below and on the reverse of this document.

**RESIDENTIAL APPLICATIONS**
This warranty is to the original purchasing owner and subsequent owners only to the extent and as stated in the Warranty Conditions and below. The limited parts warranty period in years, depending on the part and the claimant, is as shown in the chart below.

| Product | Item | Limited Warranty (Years) | |
|---|---|---|---|
| | | Original Owner | Subsequent Owners* |
| Air Conditioner or Heat Pump Condensing Unit/Fan Coil | Parts | 10† (or 5) | 5 |

* In Texas and other jurisdictions, where applicable, subsequent owner's warranty duration shall match that of original owner (10 or 5 years, based on registration), as described in applicable law.

† If properly registered within 90 days of original installation, otherwise 5 years (except in California and Quebec and other jurisdictions that prohibit warranty benefits conditioned on registration). See Warranty Conditions below.

**OTHER APPLICATIONS**
The warranty period is seven (7) years on all parts. The warranty is to the original owner only and is not available for subsequent owners.

**LEGAL REMEDIES** The owner **must** notify the Company in writing, by certified or registered letter to CAC / BDP, Warranty Claims, P.O. Box 4808, Syracuse, New York 13221, of any defect or complaint with the product, stating the defect or complaint and a specific request for repair, replacement, or other correction of the product under warranty, mailed at least thirty (30) days before pursuing any legal rights or remedies.

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Edition Date: 05/24 **Catalog No: DLS-GH454-01WAR**

**Manufacturer reserves the right to change, at any time, specifications, and designs without notice and without obligations.**

**WARRANTY CONDITIONS:**

1. To obtain the longer warranty period as shown in the table under original owner, the product must be properly registered at www.cac-bdp.com within ninety (90) days of original installation. In jurisdictions where warranty benefits conditioned on registration are prohibited by law, registration is not required and the longer warranty period shown will apply.
2. Where a product is installed in a newly constructed home, the date of installation is the date the original homeowner purchased the home from the builder.
3. If the date of original installation cannot be verified, then the warranty period begins ninety (90) days from the date of product manufacture (as indicated by the model and serial number). Proof of purchase may be required at time of service.
4. The limited parts warranty periods as shown in the table under subsequent owners does not require registration.
5. Product must be installed properly and by a licensed HVAC technician.
6. The warranty applies only to products remaining in their original installation location.
7. Installation, use, care, and maintenance must be normal and in accordance with instructions contained in the Installation Instructions, Owner's Manual and Company's service information.
8. Defective parts must be returned to the distributor through a registered servicing dealer for credit.

**LIMITATIONS OF WARRANTIES – ALL IMPLIED WARRANTIES AND/OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON, WHATSOEVER.**

**THIS WARRANTY DOES NOT COVER:**

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either defective parts, or replacement parts, or new units.
2. Any product not installed pursuant to any applicable governmental minimum efficiency standards.
3. Any product purchased over the Internet.
4. Normal maintenance as outlined in the installation and servicing instructions or owner's manual including coil cleaning, filter cleaning and/or replacement, and lubrication.
5. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
6. Failure to start or damages due to voltage conditions, blown fuses, open circuit breakers, or the inadequacy, unavailability, or interruption of electrical, Internet service provider, or mobile device carrier service or your home network.
7. Failure or damage due to floods, winds, fires, lightning, accidents, corrosive environments (rust, etc.) or other conditions beyond the control of Company.
8. Parts or equipment not supplied or designated by the Company, or damages resulting from their
9. use. Products installed outside the U.S.A. or Canada.
10. Electricity or fuel costs or increases in electricity or fuel costs from any reason whatsoever including additional or unusual use of supplemental electric heat.
11. Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant.
12. **ANY SPECIAL, INDIRECT OR CONSEQUENTIAL PROPERTY OR COMMERCIAL DAMAGE OF ANY NATURE WHATSOEVER.** Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

**This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.**

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Edition Date: 05/24 **Catalog No: DLS-GH454-01WAR**

**Manufacturer reserves the right to change, at any time, specifications, and designs without notice and without obligations.**

**INCLUDE THIS PAGE WITH BID**

## Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**INCLUDE THIS PAGE WITH BID**

## Subcontractor Listing

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as REQUIRED by Section 4104 of the California Public Contract code.

Subcontractor: N/A
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
Business Address: _____
CSLB No. & Classification: _____
DIR No. & Classification: _____
Item No. or Description of Work: _____
Dollar Amount or Percentage of Total Bid: _____

*Duplicate this form as necessary.*

**INCLUDE THIS PAGE WITH BID**

**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: _____

Salahuddin Malikzada
Signature

Salahuddin Malikzda
(Name)

10107 Iron Rock Way
(Address)

Elk Grove CA 95624
(City, State ZIP)

Attach additional page(s) as necessary.

**INCLUDE THIS PAGE WITH BID**

## Noncollusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

| | |
|---|---|
| Name of Bidder | HUG Corp |
| Signature | Salahuddin Malikzada |
| Name | Salahuddin Malikzada |
| Title | CEO |
| Dated | 4/18/2026 |

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**INCLUDE THIS PAGE WITH BID**

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(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

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I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

| | |
|---|---|
| Name of Bidder | HUG Corp |
| Signature | Salahuddin Malikzada |
| Name | Salahuddin Malikzada |
| Title | CEO |
| Dated | 4/18/2026 |

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**INCLUDE THIS PAGE WITH BID**

**Bid Bond**

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, HUG CORP _____ as Principal, and Lexington National Insurance Corporation as Surety, are hereby held and firmly bound unto CITY OF MADERA DEPARTMENT OF PUBLIC WORKS as Owner in the penal sum of Thirteen Thousand Five Hundred ($13,500) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of April, 2026. The condition of the above obligation is such that whereas the Principal has submitted to CITY OF MADERA DEPARTMENT OF PUBLIC WORKS a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

**"Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations, IFB 202526-18"**

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

HUG Corp (L.S.) By Salahuddin Malikzada

Salahuddin Malikzada; CEO

Principal

Lexington National Insurance Corporation

Surety

By:

David Gonsalves; Attorney-in-Fact

(Seal and Notarial Acknowledge of Surety)

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

# POWER OF ATTORNEY
# Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**David Gonsalves**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORP. INCORPORATED 1989 FLORIDA

Ronald A. Frank, Chief Executive Officer

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

Megan A Schwabline
Notary

MEGAN A. SCHWABLINE NOTARY PUBLIC EXPIRES: 01-08-2028 HARFORD COUNTY, MD

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.

Lisa R. Slater, Secretary

Attached to bond signed this **20th** day of **April**, **2026**

F:\lnic\Power of Attorney form CS 2021 with Watermark Seal

LNIC Original

PO Box 471023
Charlotte, NC 28226
Phone: (800) 438-1162
Fax: (704) 364-3214

**This form must be returned to The Bond Exchange within five (5) Business days after the release of the project bid results. We must notify the Surety.**
**Without these results, Final Payment and Performance bonds will not be approved.**

Contractor's Name: HUG CORP

Project Name: Replace Seven (7) Heating, Ventilation, and Air Conditior

Bid Bond Number: BB725997

Bid Bond Estimate: 135000.00

Date of Bid: 2026-04-20

**WERE YOU LOW BIDDER: ___ YES ___ NO**

**PLEASE COMPLETE THE FOLLOWING:**

| **BIDDER** | **AMOUNT** |
|---|---|
| Low Bid: _____ | $_____ |
| 2nd Bid: _____ | $_____ |
| 3rd Bid: _____ | $_____ |

**EXHIBIT B**

**ADDENDUM NO. 1**

April 13, 2026

**RE: IFB 202526-18 Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations**

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

**Bid due date remains the same: 5:00pm, April 20, 2026**

**Attachments are as follows:**

| No. | Attachments | Number of Pages |
|---|---|---|
| 1 | Q&A Received through 5:00pm, April 8, 2026 | 1 |
| 2 | Pre-Bid Meeting and Job Walk Sign-In Sheet | 3 |
| 3 | Pre-Bid Meeting and Job Walk Minutes | 5 |

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: HUG Corp

Signature: _____

Acknowledged by: Salahuddin Malikzada - 4/18/2026

Q&A Received through 4:00pm, April 8, 2026

No questions received through 4:00pm on April 8, 2026.

**Invitation for Bid (IFB) 202526-18**
**Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations**

**Pre-Bid Meeting and Site Visit**
**April 1, 2026, 10:00am**

Agenda Items

1. Welcome/Introductions and Circulation of Sign-in Sheet.

   *Meeting opened, introductions made, and sign-in sheet circulated. City explained that there were two sign-in sheets; one on page one for the pre-bid meeting, and the other on page three that included a waiver for the site visits. Attendees were informed that they would not be allowed to participate in the site visit unless the waiver on page three of the sign-in sheet was signed. Attendees were also asked to make sure they read and understand the waiver before signing.*

2. Important Dates

   A. Questions must be submitted online through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home under the "Q&A" tab, until no later than 5:00pm on Wednesday, April 8, 2026. No verbal or email questions will be answered.

   B. Bids due no later than 4:00pm on Monday, April 20, 2026. Bids must be submitted online through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home.

      All required sections shall be submitted via the website. Proposer is solely responsible for on time submission of their electronic submittal. The bid management system will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those submittals that were transmitted successfully. Do not fax or e-mail. In the event you encounter technical difficulties during the uploading

process, please contact Planet Bids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00am to 5:00pm Pacific).

3. Quote Submittal Requirements

*All items listed below must be uploaded with bid, and a hard copy of all items below must be delivered to the City **no sooner** than the electronic bid submittal date and time (4:00pm on April 20, 2026), and **no later** than 4:00pm on the 3rd business day after bid due date.*

A. Bidder Checklist Form: must use form included with the IFB.

B. Bid Proposal Form: must use form included with IFB and be filled out completely.

C. Bid Schedule Form: must use form included with IFB and form must be filled out completely and signed by an individual authorized to bind the company in contract.

D. Proposed Equipment Detail Form: must use form included with IFB and form must be filled out completely.

E. Proposed Project Schedule Form: must use form included with IFB and form must be filled out completely.

F. Bid Signature Page: must use form included with IFB and form must be filled out completely and signed by an individual authorized to bind the company in contract.

G. Certification Form: must use form included with IFB and form must be filled out completely and signed by an individual authorized to bind the company in contract.

H. Subcontractor Listing: must use form included with the IFB. Details required for each subcontractor for work in an amount in excess of one-half of one percent of the total bid. If no subcontractors exceed one-half of one percent of total bid, or if no subcontractors will be used, just write “none” on the form and submit it with your quote.

I. Disclosure of Conflict-of-Interest Form: must use form included with the IFB and be filled out completely

J. Non-Collusion Affidavit Form: must use form included with the IFB and must be filled out completely.

K. Public Contract Code Form: must use form included with the IFB and must be filled out completely.

L. Bid Bond Form: must use form included with the IFB and must be filled out completely.

*Note: Bid deposit required in the amount of 10% of total bid. Can be in the form of a bid bond (using form included in IFB), cashier's check, certified check, irrevocable letter of credit, or certificate of deposit.*

4. Summary of Project Scope of Work

It is the City's intent to solicit bids for the replacement of seven (7) HVAC units in accordance with this IFB at the following facilities:

A. Four (4) units at the Police Department, 330 South C Street, Madera, CA

*These four units are packaged and are different sizes. There are two connected to an Energy Management System (EMS) system.*

B. Two (2) units at the Madera Municipal Golf Course, 23200 Avenue 17, Madera, CA

*These two units are split units and service the banquet room. The condensers are located outside, and the air handlers/furnaces are in the equipment room.*

C. One (1) unit at Fire Station #57, 200 South Schnoor Avenue, Madera, CA

*This unit is a split unit and is tied to an EMS system.*

5. Job Walk

*Site visit ensued in the order listed above.*

6. Questions

**Pre-Bid Meeting Questions**

***Q:*** Is the City website the only place to obtain bid documents?

***A:*** ***No, the bid documents were also circulated to builders' exchanges.***

***Q:*** Will the existing EMS be used for these installations, or will new ones be provided?

***A:*** ***Existing. The EMS is fairly new (three- to four-years old).***

***Q:*** Does the EMS operate the system/unit with sensors?

***A:*** ***Yes.***

***Q:*** Is this a prevailing wage job?

***A:*** ***Yes.***

***Q:*** Do Contractors have to have up-to-date DIR registration to bid?

***A:*** ***Yes, along with an active C-20 CSLB license.***

***Q:*** Will work be done during normal business hours?

***A:*** ***Yes, however, some coordination may be required for the Golf Course.***

***Q:*** Are the units at the Golf Course that need to be replaced located on the north side of the building?

***A:*** ***Yes.***

***Q:*** What is the anticipated budget?

***A:*** ***Approximately $117,000.***

***Q:*** When is this needed?

***A:*** ***ASAP, however, contractors must submit a proposed schedule with bid to factor in any lead time for ordering equipment. City will negotiate on the schedule if necessary.***

***Q:*** Will we need permits?

***A:*** ***Yes, but City's permit fees will be waived by the City.***

**Police Department Site Visit Questions**

***Q:*** Where can we set up a crane?

***A:*** ***Anywhere possible. We can have cars moved out of the way if necessary.***

***Q:*** Are you brand-specific?

***A:*** ***No, best unit for scenario that meets specifications.***

***Q:*** Will we be reusing the EMS system's sensors or replacing them?

***A:*** ***Reuse if good, replace if broken.***

**Golf Course Site Visit Questions**

***Q:*** Can we remove the fence or use a crane?

***A:*** ***Use a crane.***

***Q:*** Can we reuse any portion of copper line set?

***A:*** ***Yes, as long as it passes leak test.***

**Fire Station 57 Site Visit Questions**

***Q:*** Line set is underground – what happens if the line leaks? Is there another route?

***A:*** ***You would use the easiest route possible.***

7. Meeting Conclusion

*Meeting concluded at approximately 11:45am.*

The preceding is assumed to be an accurate account of the items discussed, directions given, and conclusions drawn. In most instances, the information presented herein may represent a summary of the matters discussed rather than a word-for-word recitation.

**EXHIBIT C**

**Insurance Requirements for Contractors**

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

*Minimum Scope and Limits of Insurance*

Contractor 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 and CG 20 37 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 Contractor 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. Contractor 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*

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

*Proof of Insurance*

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)*
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

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

*Additional Insurance*
Contractor 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**

# Informal Invitation for Bid

## No. 202526-18

## FOR

## Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations

**Date Released: March 18, 2026**

**CITY OF MADERA**
**DEPARTMENT OF PUBLIC WORKS**

**Bids are due prior to 4:00pm on April 20, 2026**

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**NOTICE OF INVITATION FOR BID**

**Invitation for Bid (IFB) No. 202526-18**

**Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations**

**Introduction**

The City of Madera ("City") will be accepting sealed bids in response to this Invitation for Bid (IFB) No. 202526-18 to replace seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at three (3) locations.

**Project Summary**

It is the City's intent to solicit bids for the replacement of seven (7) HVAC units in accordance with this IFB at the following facilities:

- Four (4) units at the Police Department, 330 South C Street, Madera, CA
- Two (2) units at the Madera Municipal Golf Course, 23200 Avenue 17, Madera, CA
- One (1) unit at Fire Station #57, 200 South Schnoor Avenue, Madera, CA

Size and type of units to be installed are described in the "Specifications" section of this IFB.

Price is to include all costs associated with uninstalling and disposing of the existing units and providing and installing the replacement HVAC units, including parts, labor, delivery/freight, disposal, and warranties. Contractor will also be required to obtain a no-fee building permit from the City's Building department before commencing work.

**Budget**

The estimated budget for this equipment is $117,000.

**To Bid**

A copy of this IFB can be obtained by visiting the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home.

Electronic bids will be accepted on City bid forms provided by the City, until the time and date listed below. In the event this Informal Invitation for Bid is obtained through any means other than the City's distribution, the City will not be responsible for the completeness, accuracy or timeliness of the final bid document and may deem bid non-responsive.

Award will be made to the bidder who submits the lowest responsive, responsible bid for the product(s) as specified herein.

**Bid Submittal Date (Close date)**

Bids must be received no later than 4:00 pm on April 20, 2026.

All bids must be submitted through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home.

There is no fee to register as a bidder for this project using the City's online vendor portal.

**Bidder Questions**

No verbal requests or requests made in any other format will be accepted. Any questions about this IFB must be submitted electronically and individually (not in a paragraph format nor combined in a single submission) through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home under the "Q&A" tab, no later than 5:00pm on April 8, 2026.

**Pre-Bid Meeting**

A non-mandatory pre-bid meeting is scheduled for 10:00am on April 1, 2026, at 1030 S. Gateway Drive, Madera, CA 93637.

Please note, this will include an escorted site visit to the locations under consideration. Those attending will be required to sign a release of liability waiver before being allowed to participate in the site visit portion of the pre-bid meeting.

In accordance with the Americans with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Jennifer Stickman at (559) 661-5463 or by email at jstickman@madera.gov at least five (5) business days prior to the pre-bid meeting.

**Instructions to Bidders**

You may view or obtain a copy of this Invitation for Bids (IFB) by visiting or contacting the following:

City of Madera PlanetBids Vendor Portal
Website: https://pbsystem.planetbids.com/portal/54016/portal-home

Construction Bidboard (Ebidboard), Phone: 800-479-5314
Website: www.ebidboard.com

Dodge Data & Analytics, Phone: 877-784-9556
Website: www.construction.com

Placer County Contractors Association & Builders Exchange, Phone: 916-771-7229
Website: www.pccamembers.com

Builders' Exchange of San Joaquin, Phone: 209-478-1000
Website: http://www.bxsj.org

Central California Builders Exchange, Phone: 559-237-1831
Website: http://cencalbx.com/

Valley Builders Exchange. Phone: (209) 522-9031
Website: www.valleybx.com

**Required Contractors Licenses**

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300 and shall be licensed in the following classification as required by the scope of work: C-20 Warm-Air Heating, Ventilating, and Air-Conditioning Contractor. Any Bidder not meeting the license requirement(s) following the bid opening will be rejected as nonresponsive. All Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

**Bonding Requirements**

Bid security required in the amount of ten percent (10%) of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance and certified by the US Bureau of Fiscal Service to conduct business in the state of California, cash, cashier's check, or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Payment Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $25,000 and above.

Performance Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $100,000 and above.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

**Prevailing Wages**

The project is a public works project subject to California Labor Code §1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes.

The California DIR Public Works Contractors website is: http://www.dir.ca.gov/Public-Works/Contractors.html. Copies of the rates are on file with the City and are deemed included in this IFB. Upon request, the City will make available copies to any interested party. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

**Bid Protest Procedures**

Any actual or prospective bidder, offeror, or contractor may protest an IFB to the City's Procurement Services Manager and/or Director of Financial Services by submitting a written appeal within five (5) working days of knowing or reasonably should have known the facts giving rise to the protest, sent via email to jstickman@madera.gov, or mail to Jennifer Stickman, 205 W. 4th Street, Madera, CA 93637, addressing specific issues such as bid contradictions or procurement errors. The Procurement Services Manager and/or Director of Financial Services have the authority to resolve such protests and will provide a written response within five (5) working days unless more time is needed; if the protester is unsatisfied, they may appeal to the City Manager within five (5) business days, and then to the City Council as a final appeal, where they may be heard. While protests generally halt solicitation proceedings, the City may proceed if the Procurement Services Manager and/or Director of Financial Services determine it's necessary to protect a substantial City interest, and to deter frivolous protests. Those bidders who file two (2) unsuccessful protests within twelve (12) months may face debarment from future bids.

**Specifications**

The City is requesting bids for installation of seven (7) new, unused HVAC units to replace existing HVAC units at identified City facilities, including removal and disposal of replaced units.

Price shall include all costs associated with uninstalling and disposing of the existing HVAC units, and furnishing/installing new HVAC units specified herein, including mobilization, disposal, equipment, parts, labor, delivery/freight, and warranties. Contractor must also obtain a no-fee building permit from the City's Building department before commencing work.

Each furnished HVAC unit shall be new, current model year equipment from a recognized manufacturer with an established parts and service network within fifty (50) miles of Madera, CA. While brand proposed may differ between sites, each of the three sites should have consistent branded equipment proposed for that specific site.

Each furnished HVAC unit shall meet or exceed the existing equipment at each location in terms of operational capabilities, capacity, dimensions. Photos of existing equipment are included as **Attachment A, Existing Equipment, Photos**. Manufacturer's specifications for existing equipment are included as **Attachment B, Existing Equipment, Specifications**.

Each furnished HVAC unit must also meet the minimum efficiency standards established by the U.S. Department of Energy (DOE) and shall comply with ASHRAE Standard 90.1 (current edition) and all applicable State energy codes.

The Contractor shall provide complete specifications for all proposed equipment, including but not limited to:

- Manufacturer name and model number
- Cooling capacity in British Thermal Units (BTU)/Heat Recovery (HR) or Tons
- Heating capacity in BTU/HR or Kilowatts (kW)
- Seasonal Energy Efficiency Ratio (SEER) rating (minimum 14 SEER for split systems)
- Energy Efficiency Ratio (EER) rating
- Heating Seasonal Performance Factor (HSPF) rating (if heat pump)
- Annual Fuel Utilization Efficiency (AFUE) rating (if gas furnace)
- Electrical requirements (voltage, phase, amperage)
- Sound ratings (dBA)
- Physical dimensions and weight
- Refrigerant type (must comply with current Environmental Protection Agency (EPA) regulations)
- Warranty information (parts and labor)

The Contractor shall schedule and coordinate all required inspections and shall not conceal any work requiring inspection until approved by the inspector. Copies of all approved permits and inspection reports shall be provided to the City upon project completion.

All work shall comply with the following codes and standards (current adopted editions):

- International Mechanical Code (IMC)

- International Building Code (IBC)
- International Energy Conservation Code (IECC)
- National Electrical Code (NEC)
- ASHRAE Standards 62.1 and 90.1
- Local building, mechanical, and electrical codes
- Manufacturer installation instructions

1) Equipment

All new HVAC equipment shall meet or exceed the existing equipment at each location in terms of operational capabilities, capacity, dimensions, and meet the following minimum requirements:

A. Energy Efficiency
All equipment shall meet or exceed current DOE minimum efficiency standards and comply with ASHRAE Standard 90.1 (current edition).

B. Capacity
Equipment shall be properly sized based on Manual J load calculations (or equivalent approved methodology) to adequately serve the conditioned space.

C. Quality Standards
All equipment shall be new, current production models from manufacturers with established distribution and service networks. Equipment shall carry standard manufacturer warranties.

D. Refrigerants
All systems shall utilize environmentally responsible refrigerants in compliance with current EPA regulations. R-454B or other approved refrigerants shall be used as appropriate for the equipment type.

E. Electrical Requirements
All equipment shall be compatible with existing electrical service at each location or Contractor shall include necessary electrical service upgrades in bid price.

F. Warranty
All parts and equipment must include a 10 -year warranty, with 1 -year warranty on labor

2) Installation Locations

The tables below list the seven (7) locations where the new HVAC units shall be installed, along with details on the existing equipment. Basic site plans are included as **Attachment C, Site Plans**. Due to security clearance requirements for work performed at the Police Department (Location 1), the Contractor, its employees, subcontractors, subconsultants, suppliers, and any of their respective employees or agents who will perform work at this location shall be fingerprinted through the City's Police Department via LiveScan. Clearance must be obtained and verification of eligibility to work at this location must be received by the City for each individual prior to the commencement of work. All costs associated with LiveScan fingerprinting shall be the sole responsibility of the Contractor.

A. Location 1: Police Department

The units being replaced are approximately 20 years old with 24-hour operation. The units serve various locations in the building including dispatch, dispatch/server room backup, briefing room, and Administration area. All units are roof mounted and accessible through a ladder access in the northeast area of the building. Details on each existing unit at this location can be seen in Table 1.

**Table 1:** *Location 1, Police Department*

| *Qty* | *ID* | *Brand* | *Type* | *Model* | *Approximate Capacity (BTUs)* |
|---|---|---|---|---|---|
| 1 | Unit 5 | Carrier | 5-ton Single-packaged roof top unit | 48HJD005-551 | 60,000 |
| 1 | Unit 7 | Carrier | 7.5-ton Single-packaged roof top unit | 48HJD008-541 | 90,000 |
| 1 | Unit 11 | Carrier | 5-ton Single-packaged roof top unit | 48HJD005-551 | 60,000 |
| 1 | Unit 17 | Carrier | 7.5-ton Single-packaged roof top unit | 48HJD008-541 | 90,000 |

B. Location 2: Municipal Golf Course

The units being replaced are approximately 30 years old and are located in the mechanical/electrical room on the north side of building. Each unit serves the lobby and banquet area of the buildings space. Please note that each air handler and condenser/compressor count as one unit at this location.

These units are accessible from the north side of building at ground level, and each air handler distributes air to the lobby and banquet area. The associated 2, 10-ton compressors for each air handler are located at ground level on the exterior outside the mechanical room. Details on each existing unit at this location can be seen in Table 2.

**Table 2:** *Location 2, Municipal Golf Course*

| *Qty* | *ID* | *Brand* | *Type* | *Model* | *Approximate Capacity (BTUs)* |
|---|---|---|---|---|---|
| 2 | F-4A & F-4B | Day & Night | Double Split-System Air handlers with Condensers/Compressors | Air handler: 394J060080 (Propane) | 162,000 |
| | CU-4A & CU-4B | Day & Night | | Condensing Unit: 566C135 (Electric) | 120,000 |

C. Location 3: Fire Station #57

The unit being replaced is approximately 20 years old and is located in a separate mechanical room on the south side of the station. This unit serves the office space. Please note that the condenser and furnace count as one unit at this location.

This unit is accessible at ground level from parking lot, and the air handler distributes air to offices and lobby. The associated compressor for air handler is located at ground level on the exterior near the mechanical room. Through an internal review of the air handlers and compressor in operation it has been determined that replacement is required due to the unit being well past the estimated useful life of fifteen years, in addition to performance issues experienced recently. Details on the existing unit at this location can be seen in Table 3.

**Table 3:** *Fire Station #57*

| *Qty* | *ID* | *Brand* | *Type* | *Model* | *Approximate Capacity (BTUs)* |
|---|---|---|---|---|---|
| 1 | Unit #2 | Carrier/ Evcon | 5-ton Split-system air handler | Condenser-24ABR360A560 Furnace-MC60D3XH1H | 60,000 |

3) Removal of Existing HVAC Units

The Contractor shall completely remove all existing HVAC equipment at each of the three (3) locations, including but not limited to:

- Rooftop units (RTUs), split systems, or packaged units as applicable
- Condensing units and evaporator coils
- Air handling units
- Existing thermostats and control devices
- Obsolete or damaged ductwork sections requiring replacement
- Electrical disconnects and associated wiring that will not be reused
- Mounting brackets, curbs, and support structures that are not compatible with new equipment
- Refrigerant lines and associated insulation
- Seal any roof penetrations not being used, with approved method

All refrigerant removal shall be performed by EPA-certified technicians in accordance with Section 608 of the Clean Air Act and EPA regulations 40 CFR Part 82. The Contractor shall properly recover, recycle, or reclaim all refrigerants from existing systems using certified recovery equipment. The Contractor shall maintain records of refrigerant recovery and provide documentation to the City upon completion, including refrigerant type, quantity recovered, and disposal/recycling method.

The Contractor shall dispose of all removed equipment, materials, and debris in accordance with all applicable federal, state, and local environmental regulations. The Contractor shall make reasonable efforts to recycle materials where feasible, including metals, copper, and other recyclable components.

All hazardous materials shall be disposed of in accordance with applicable regulations, and the Contractor shall provide documentation of proper disposal.

During removal operations, the Contractor shall protect existing building, building components, finishes, landscaping, and adjacent equipment from damage. Any damage caused by the Contractor's operations shall be repaired or replaced at the Contractor's expense to the City's satisfaction at no additional cost.

4) Installation Requirements

Contractor shall install all HVAC units in accordance with manufacturer specifications and installation instructions. Contractor shall leave all work areas in a clean and orderly condition, removing all debris, packaging materials, and equipment from the premises. Installation shall include, but not be limited to:

A. Mechanical Installation:
   - Mounting of outdoor condensing units on appropriate pads or stands with vibration isolation
   - Installation of indoor air handling units or furnaces with proper clearances for service access
   - Installation of evaporator coils with proper drainage provisions
   - Connection of refrigerant lines with proper insulation and protection
   - Pressure testing of refrigerant lines to manufacturer specifications
   - Evacuation of refrigerant lines to 500 microns or better
   - Charging of system with proper refrigerant type and quantity
   - Installation or modification of ductwork as required for proper airflow and distribution
   - Sealing of all duct connections with mastic or approved sealant (tape not acceptable for permanent connections)
   - Insulation of all ductwork in unconditioned spaces to minimum R-6 value
   - Installation of condensate drain lines with proper pitch and termination
   - Installation of condensate drain pans with overflow protection where required by code

B. Electrical Installation:
   - Installation of properly sized disconnects at equipment locations
   - Installation of all required electrical wiring in accordance with the NEC
   - Connection of all electrical components including compressors, fans, controls, and accessories
   - Verification of proper voltage, amperage, and phasing at all equipment

C. Controls and Accessories:
   - Installation of all required safety controls including high/low pressure switches, freeze stats, and limit switches
   - Installation of air filtration media with minimum efficiency reporting value (MERV) 8 rating
   - Installation of all required accessories including drain line traps, safety switches, and service valves
   - Location 2, Madera Municipal Golf Course only - Installation of new programmable digital thermostats with minimum 7-day programming capability
   - Location 1, Police Department and Location 3, Fire Station 57 - must be controlled by the City's existing DISTECH smart stat controlled by Enysion a Tridium Energy Management System (EMS) and continue to function as it currently operates.

5) Testing and Commissioning

Upon completion of installation at each location, the Contractor shall perform comprehensive testing and commissioning of each HVAC system, including but not limited to:

- Verification of proper refrigerant charge using superheat/subcooling method
- Measurement and documentation of supply and return air temperatures at all registers
- Measurement and documentation of airflow cubic feet per minute (CFM) at all supply registers
- Verification of proper thermostat operation in all modes (heating, cooling, fan)
- Verification of proper condensate drainage
- Verification of proper electrical voltage and amperage at all components
- Verification of proper safety control operation
- Sound level testing to ensure compliance with manufacturer specifications
- Satisfactory demonstration of system operation to the City's representative

The Contractor shall provide written documentation of all test results and measurements for each system, signed by the installing technician.

6) Training and Documentation

Upon completion and acceptance of all installations, the Contractor shall provide on-site training to designated City maintenance personnel. Training shall include system operation, thermostat programming, filter replacement procedures, basic troubleshooting, and maintenance requirements. Training shall be scheduled at a mutually agreeable time and shall be of sufficient duration to train City staff on maintaining three (3) different HVAC unit systems.

The Contractor shall provide the following documentation for each installed system:

- Complete equipment submittals including specifications and installation manuals
- Operation and maintenance manuals
- Warranty documentation with registration information
- As-built drawings showing equipment locations and electrical connections
- Refrigerant recovery and disposal documentation
- Copies of all permits and inspection approvals
- Test and balance reports
- Commissioning reports with all test measurements
- Thermostat programming instructions and user guides

All documentation shall be provided electronic format (PDF on USB drive).

7) Project Schedule and Timeline

The Contractor shall submit with their bid a proposed project schedule identifying anticipated equipment lead times and the estimated number of calendar days required to complete the work following issuance of the Notice to Proceed (NTP). The proposed schedule shall be subject to City approval and will be incorporated into the Contract. The Contractor shall coordinate installation schedules with facility managers at each location to minimize disruption to City operations. Installation work may be required to occur during evenings, weekends, or other non-business hours

at certain locations to avoid operational conflicts. Any premium labor costs associated with after-hours work shall be included in the base bid price.

The Contractor shall provide a minimum of five (5) business days advance notice to the facility manager at each location prior to commencing work at that site. The Contractor shall also provide at least twenty-four (24) hours advance notice of any required utility shutdowns or service interruptions.

Location 2, Madera Municipal Golf Course only – work must be scheduled around any facility rentals/use previously scheduled. The Contractor shall coordinate work for this, and all other locations, with the City's Electrical Facilities Manager or their designee.

**INCLUDE THIS PAGE WITH BID**

## Bidder Checklist

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED WITH BID SUBMITTAL" column for bids to be considered responsive. If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

**REQUIRED WITH ELECTRONIC BID SUBMITTAL**

| | | |
|---|---|---|
| [X] | 1. | **BIDDER CHECKLIST (THIS PAGE)** |
| [X] | 2. | **BID PROPOSAL FORM** |
| [X] | 3. | **BID SCHEDULE** |
| [X] | 4. | **PROPOSED EQUIPMENT DETAIL** |
| [X] | 5. | **PROPOSED PROJECT SCHEDULE** |
| [X] | 6. | **BID AUTHORIZATION** |
| [X] | 7. | **PROPOSED EQUIPMENT MANUFACTURER'S SPECIFICATION SHEETS** |
| [X] | 8. | **WARRANTY DOCUMENTATION** – Complete warranty documentation of proposed equipment. |
| [X] | 9. | **CERTIFICATION (Comptroller General's List)** |
| [X] | 10. | **SUBCONTRACTOR LISTING** |
| [X] | 11. | **DISCLOSURE OF CONFLICT-OF-INTEREST FORM** |
| [X] | 12. | **NONCOLLUSION AFFIDAVIT** |
| [X] | 13. | **PUBLIC CONTRACT CODE** |
| [X] | 14. | **BID DEPOSIT (ELECTRONIC SCANNED COPY) attached to front of Proposal in the form of:**<br>**[ ] Certified Check [ ] Bidder's Bond (submitted on form in this IFB)**<br>**[ ] Cashier's Check [ ] Irrevocable Letter of Credit**<br>**[ ] Certificate of Deposit** |
| [X] | 15. | **ADDENDA** – Signature page of all Addenda issued |

**SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:**

| | | |
|---|---|---|
| [X] | 16. | **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINALS) delivered to:**<br>**City of Madera, ATTN: Jennifer Stickman**<br>**205 East 4th Street**<br>**Madera, Ca 93637** |

**INCLUDE THIS PAGE WITH BID**

## Bid Proposal Form

### IFB 202526-18 Replace Heating, Ventilation, and Air Conditioning (HVAC) Units, Various Locations

Bid proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):

In compliance with your advertisement for Bids, BIDDER hereby proposes to provide parts, materials, travel, freight, and labor to be included in the price for the proposed equipment, for "**IFB 202526-18 Replace Heating, Ventilation, and Air Conditioning (HVAC) Units, Various Locations**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the timeframes established in the City-approved Project Schedule incorporated into the contract (Contract Time).

BIDDER further agrees to pay the City, as liquidated damages, the sum of **$500.00** for each consecutive calendar day the Project remains incomplete beyond the Contract Time, as established by the approved Project Schedule.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2026

No. _____, dated _____, 2026

No. _____, dated _____, 2026

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the City of Madera to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

**INCLUDE THIS PAGE WITH BID**

## Bid Schedule

The following Bid Schedule lists the items necessary to provide the requested equipment. Bidder will fully complete the schedule including the total price of each line item.

| Bid Schedule A | | | |
|---|---|---|---|
| **Item** | **Description** | **UOM** | **Total Amount** |
| 1 | All labor, parts, materials, supplies, tools, equipment, vehicles, travel, warranties, manuals, and incidentals necessary to UNINSTALL four (4) existing HVAC units, and FURNISH and INSTALL four (4) HVAC units per specifications of IFB 202526-18 at the Madera Police Department | LS | $ |
| 2 | All labor, parts, materials, supplies, tools, equipment, vehicles, travel, warranties, manuals, and incidentals necessary to UNINSTALL two (2) existing HVAC units, and FURNISH and INSTALL two (2) HVAC units per specifications of IFB 202526-18 at the Madera Municipal Golf Course | LS | $ |
| 3 | All labor, parts, materials, supplies, tools, equipment, vehicles, travel, warranties, manuals, and incidentals necessary to UNINSTALL one (1) existing HVAC unit, and FURNISH and INSTALL one (1) HVAC unit per specifications of IFB 202526-18 at the Madera Fire Station #57 | LS | $ |

TOTAL: $ _____

Total Amount of Bid (in words) is _____ Dollars and _____ Cents.

In case of discrepancy between words and figures, the words shall prevail.

**INCLUDE THIS PAGE WITH BID**

## Proposed Equipment Detail

Complete this section to provide details on the proposed equipment **even if it is the same as the existing equipment that the City currently has in place**. This form, **along with** the manufacturer's specification sheet for each proposed unit, and complete warranty documentation for proposed equipment **must** be included with bid submittal. Submittal of this information does not guarantee the City's approval or acceptance of using proposed equipment.

| PROPOSED MANUFACTURER, MAKE, & MODEL QUOTED IN BID SCHEDULE A | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Proposed Manufacturer** | **Proposed Make** | **Proposed Model** | **Specification Sheet Included? (Y/N)** |
| 1 | Four (4) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Police Department | | | | |
| 2 | Two (2) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Municipal Golf Course | | | | |
| 3 | One (1) HVAC unit per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Fire Station #57 | | | | |

Bidder must include manufacturer's specification sheets and complete warranty documentation for **each** item described above with bid submittal. Specifications sheets must include, **at a minimum**, the following information:

- Manufacturer name and model number
- Cooling capacity (BTU/hr or tons)
- Heating capacity (BTU/hr or kW)
- Seasonal Energy Efficiency Ratio (SEER) rating (minimum 14 SEER for split systems)
- Energy Efficiency Ratio (EER) rating
- Heating Seasonal Performance Factor (HSPF) rating (if heat pump)
- Annual Fuel Utilization Efficiency (AFUE) rating (if gas furnace)
- Electrical requirements (voltage, phase, amperage)
- Sound ratings (dBA)
- Physical dimensions and weight
- Refrigerant type (must comply with current EPA regulations)
- Warranty information (parts and labor)

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## Proposed Project Schedule

| Item | Description | Estimated Lead Time (Number of Calendar Days from Order Date) |
|---|---|---|
| 1 | Four (4) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Police Department | |
| 2 | Two (2) HVAC units per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Municipal Golf Course | |
| 3 | One (1) HVAC unit per specifications of IFB 202526-18 to be installed by the Contractor at the Madera Fire Station #57 | |

| Location | Estimated Start (Days from NTP) | Estimated Duration (Calendar Days) | Estimated Completion (Days from NTP) |
|---|---|---|---|
| 1, Madera Police Department | | | |
| 2, Madera Municipal Golf Course | | | |
| 3, Madera Fire Station #57 | | | |

**INCLUDE THIS PAGE WITH BID**

The final bid amount shall include all costs associated with uninstalling and disposing of the existing HVAC units, and furnishing and installing the HVAC units specified herein, including mobilization, permits, disposal, equipment, parts, labor, delivery/freight, and warranties.

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

TITLE _____

SIGNATURE _____

CITY OF MADERA BUS. LIC. NO. _____

CA CONTRACTOR'S LIC. NO. & CLASS _____

_____
Attest
(Seal if bid is by a corporation)

**INCLUDE THIS PAGE WITH BID**

## Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

**The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**INCLUDE THIS PAGE WITH BID**

## Subcontractor Listing

The following named subcontractors(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total BID presented herewith or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as REQUIRED by Section 4104 of the California Public Contract code.

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

*Duplicate this form as necessary.*

**INCLUDE THIS PAGE WITH BID**

**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: _____

_____

_____

_____

_____

_____

_____ Signature

_____ (Name)

_____ (Address)

_____ (City, State ZIP)

Attach additional page(s) as necessary.

**INCLUDE THIS PAGE WITH BID**

## Noncollusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**INCLUDE THIS PAGE WITH BID**

## Public Contract Code

**Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985) the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has _____, has not _____ been convicted within the preceding three years of any offences referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note. The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above. The above Statement is part of the bid proposal.

**Public Contract Code Section 10162 Questionnaire**

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation.

Yes _____ No _____

If the answer is Yes, explain the circumstances in the following space.

_____

_____

_____

**Public Contract Code 10232 Statement**

In accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false Certification may subject the certifier to criminal prosecution.

**INCLUDE THIS PAGE WITH BID**

**Bid Bond**

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____

_____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2026. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

**"Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations, IFB 202526-18"**

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) By_____

Principal

_____

Surety

By: _____

(Seal and Notarial Acknowledge of Surety)

**Payment Bond**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**"Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations, IFB 202526-18"**

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:_____
Principal

_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**"Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations, IFB 202526-18"**

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:_____
Principal
_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

**Standard Specifications And Plans**

The City's Standard Specifications are hereby referred to and incorporated herein as though set forth in full. The Standard Specifications and Standard Drawings are available online at https://www.madera.gov/home/departments/engineering/standard-drawings/, and click on Specifications or Drawings. These online specifications and drawings are the most current, approved issue.

**General and Special Conditions**

General and Special conditions are hereby referred to and incorporated herein as though set forth in full. The General and Special Conditions are available by clicking this link or copying and pasting it into your web browser: https://www.madera.gov/media/fo1dqprn/general-special-conditions-for-construction.pdf.

**Information for Bidders**

1. Attention of Bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

2. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

   The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

   The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

4. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

5. The City reserves the right to modify this IFB at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB.

   Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at:

   https://pbsystem.planetbids.com/portal/54016/portal-home.

   Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal no later than 5:00pm on April 8, 2026

   No verbal requests or requests made in any other format will be accepted.

6. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. Bids will be compared on the basis of the grand total of BID SCHEDULE A. Award will be made to the lowest responsive, responsible bidder who can provide the equipment as specified herein.

7. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.

8. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the project.

9. The City reserves the right to seek supplementary information from any Bidder at any time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.

10. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.

11. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the **Attachment D, Sample Agreement** which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.

12. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

13. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

    Any Federal or State of California License/Certification required to provide the services will be required.

    A **Class C-20, Warm-Air Heating, Ventilating, and Air-Conditioning Contractor** license will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

14. Bidder's Proprietary Information: Upon bid opening, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

15. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

    Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

16. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

**Insurance Requirements for Contractors**

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

*Minimum Scope and Limits of Insurance*

Contractor 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 and CG 20 37 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 Contractor 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. Contractor 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*
Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

*Proof of Insurance*
Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)*
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

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

*Additional Insurance*
Contractor 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.

**Attachments**

The following attachments are to be incorporated and included as part of the CONTRACT DOCUMENTS for IFB No. 202526-18 Replace Seven (7) Heating, Ventilation, and Air Conditioning (HVAC) Units at Three (3) Locations

- Attachment A, Existing Equipment Photos (4 Pages)
- Attachment B, Existing Equipment Specifications (137 Pages)
- Attachment C, Site Plans (3 Pages)
- Attachment D, Sample Agreement (18 Pages)

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** E-1

**SUBJECT:**

Update on Sidewalk Improvements Program

**RECOMMENDATION:**

This item is informational only; therefore, no Council action is required

**SUMMARY:**

Several years ago, the City launched a Sidewalk Repair Program to provide citywide maintenance and replacement of sidewalks, curb ramps, and related pedestrian infrastructure. The program was initially envisioned to focus on areas eligible for Community Development Block Grant (CDBG) funding, as that was the only funding source available at the time. Shortly thereafter, the City Council approved the use of additional funding sources, allowing the program to expand and provide sidewalk rehabilitation throughout the community.

The program addresses aging, damaged, and uneven surfaces to improve pedestrian safety, mobility, and overall accessibility. While the program includes ADA-related improvements, it is not exclusively limited to ADA compliance. Work performed under the program includes removal and replacement of damaged concrete, correction of uplifted or uneven surfaces, and installation or replacement of curb ramps, as needed.

Funding for the program is supported through a combination of Community Development Block Grant (CDBG) funds, General Fund, and Measure T. In accordance with Federal requirements, CDBG funding is utilized exclusively within eligible low- to moderate-income areas as defined by US Census Bureau guidelines. To ensure equitable service delivery across the community, the City utilizes other funding resources, such as General Funds or Measure T funding, to perform similar sidewalk repairs and improvements in all other areas of the City.

**DISCUSSION**:

The Sidewalk Repair Program includes both general maintenance and ADA-related improvements, such as:

- Repair and replacement of damaged sidewalks, curb ramps, and curb/gutter infrastructure
- Correction of uplifted or uneven concrete surfaces
- Installation or replacement of ADA-compliant curb ramps where needed

The program is implemented citywide, with funding allocated as follows:

- CDBG Funds: Used in eligible low- to moderate-income areas identified through census data
- Measure T Funds and General Fund: Used to address sidewalk repairs and improvements in all other areas of the City

This approach allows the City to meet federal funding requirements while maintaining a consistent level of service across all neighborhoods.

***Program Impact***

Sidewalk improvements directly address hazardous conditions such as uplifted or uneven sidewalks, reducing trip hazards and improving overall pedestrian safety. The replacement of curb ramps enhances accessibility for individuals with mobility challenges and supports compliance with ADA standards where improvements are made.

Table 1 highlights the improvements in the last three fiscal years of the program.

**Table 1:** *Sidewalk Replacement Program summary*

| Fiscal Year | Improvements | | |
|---|---|---|---|
| | Linear feet of sidewalk repairs | Linear feet of curb repairs | ADA curb ramp improvements |
| 2023/24 | 9,752 | 116 | 1 |
| 2024/25 | 2,532 | 220 | 2 |
| 2025/26 (1) | 981 | 316 | 4 |
| **Total** | **13,265** | **652** | **7** |

(1) Work in this fiscal year commenced in December. Additional staff were assigned to expedite construction.

Program work for the current fiscal year commenced in December, later than typical. The delayed start was due in part to staff issuing an Invitation for Bids (IFB) for asphalt-related services to evaluate potential cost efficiencies. Following bid review, it was determined that the pricing did not align with the City's operational needs or cost expectations. On December 17, 2025, the City Council rejected the bids and directed staff to proceed with refining the approach.

As a result, the City continued its existing service delivery model, which has proven to be more cost-effective for this type of work. While this process delayed the start of field activities, it ensured that the program is being implemented in a fiscally prudent manner.

Accordingly, the amount of sidewalk linear footage completed to date is lower than in prior years at this point in the cycle. Staff anticipates that work will proceed at an accelerated pace and expects to expend most, if not all, of the allocated funds by the end of the fiscal year.

Additionally, beginning in FY 2024 and continuing to the present, the program expanded to include tree removal, based on severity of damage. This component carries a higher cost and has had a notable impact on available funding, as it consumes a significant portion of the program budget.

Through the use of CDBG funding in eligible low- to moderate-income areas and other funding resources citywide, the program ensures that infrastructure improvements are both targeted and equitable. This approach allows the City to prioritize underserved neighborhoods while maintaining consistent service levels across all areas. Collectively, these efforts improve connectivity to key destinations such as schools, parks, and commercial areas, contributing to a safer, more accessible, and well-maintained pedestrian network throughout the City.

**FINANCIAL IMPACT:**

As shown in Table 2, the program has been funded through a combination of CDBG, General Fund, and Measure T. For the current fiscal year, the City has allocated approximately $230,000 in CDBG funding and $102,000 in Measure T funds.

CDBG funds are restricted to eligible low- to moderate-income areas in compliance with federal requirements, while other funding sources provide flexibility to address sidewalk repairs citywide. No additional appropriation is requested at this time.

**Table 2:** *Sidewalk Replacement Program funding*

| Fiscal Year | Funding Source | | |
|---|---|---|---|
| | CDBG Funding | General Fund | Other funding |
| 2023/24 | $288,241 | | |
| 2024/25 | $211,759 | $50,000 | |
| 2025/26 (1) | $230,000 | | $102,000 |
| **Total** | **$730,000** | **$50,000** | **$102,00** |

(1) Work in this fiscal year commenced in December. Additional staff were assigned to expedite construction.

**ALTERNATIVES:**

None, as this is intended for informational purposes only.

**ATTACHMENTS:**

1. Photos of improvements

**Attachment 1: Sample Photos**



Residential Repairs – CDBG Funded





Sidewalks with > 3/4” vertical displacement can qualify for repair.





Replacement of walkways at Town and Country Park



Raised Sidewalks






Completed residential sidewalks





ADA Ramps



RETURN TO AGENDA

Madera City Council Meeting
May 20, 2026
Agenda Item E-2

**E-2 Selecting Recipients for June Proclamations**

**Recommendation:** Request for Council's Selection of Recipients for the Proclamation Recognizing Juneteenth Day and a Proclamation Recognizing PRIDE Month (Report by Alicia Gonzales)

There is no written report for this item.

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** E-3

**SUBJECT:**

Vacant Positions in Fiscal Year (FY) 2026/27 Proposed Budget as of May 11, 2026

**RECOMMENDATION:**

This is an informational report providing a point-in-time vacancy count in compliance with Government Code (GC) Section 3502.3

**SUMMARY:**

The City of Madera's (City's) workforce is in continuous flux. The City Council (Council) receives a monthly Personnel Activity Report in the published agenda packet that details individual position/employee movement within the organization. Pursuant to GC §3502.3, a public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the Council at least once per fiscal year prior to budget adoption. While the FY 2026/27 Proposed Budget remains in development, staff is providing a point-in-time vacancy count to comply with the GC provisions. Table 1 summarizes current vacant positions by bargaining unit included in the FY 2026/27 Proposed Budget as of May 11, 2026; the date this report was prepared. It should be noted that the final Proposed Budget may vary. Staff will provide an update to Council on any changes when the budget is presented for Council's consideration.

**Table 1:** *Vacant Full Time Positions included in FY 2026/27 Proposed Budget as of 5/11/26*

| *Bargaining Unit/Employee Group* | *Total Positions* | *Vacant Positions* | *Vacancy Rate* |
|---|---|---|---|
| General Bargaining Unit | 109 | 7 | 6.4% |
| Madera Police Officers' Association | 90 | 10 | 11.1% |
| Mid Management Employee Group | 44 | 6 | 13.6% |
| Law Enforcement Mid Management | 6 | 0 | - |
| Management | 10 | 0 | - |
| Executive Reports | 2 | 0 | - |

**DISCUSSION:**

Each year during the preparation of the Proposed Budget for the following fiscal year, staff evaluates existing vacant positions for salary and benefit costing in the new budget. The City Manager recommends to the Council allocated positions within the Proposed Budget. The authorization provided by Council during budget adoption governs which positions may be filled to provide services during the applicable fiscal year. Similar to appropriated funds in an operating budget, staff cannot exceed the approved positions within an operating budget. Positions may be underfilled, i.e. filled with a lower classification than originally requested, or remain unfilled at the City Manager's discretion pursuant to the City's Municipal Code and Personnel Rules & Regulations.

On any given day there may be changes in the City's workforce. These changes are noted on a monthly basis in the Personnel Activity Report included in the Council's published agenda packet. When preparing the personnel cost projection for the upcoming fiscal year to be included in the Proposed Budget, staff evaluates any known or planned separations, any hires in-process that have completed pre-employment processes, and then projects vacant positions for those that are still intended to be filled with personnel based on where the vacant position is in the recruitment lifecycle. The current FY 2026/27 Proposed Budget includes the following positions as vacant positions; however, as noted in Table 2, some positions are anticipated to be filled before the fiscal year begins on July 1. Because candidates for these positions have not completed all pre-hire processes, they are included as vacant.

**Table 2:** *Vacant Positions included in FY 2026/27 Proposed Budget as of 5/11/26*

| *Position* | *Department* | *Current Recruitment Status* |
|---|---|---|
| Mechanic I | Finance | Accepting applications |
| Code Enforcement Officer I | Police | Accepting applications |
| Animal Control Officer | Police | Accepting applications |
| Public Works Equipment Operator (2) | Public Works | Application period closed; exam scheduled |
| Water System Worker I | Public Works | Eligibility List exhausted; re-opening for new applications |
| Wastewater Treatment Plant Operator-in-Training | Public Works | Requisition pending to fill position |
| Public Safety Dispatcher I | Police | Application period closed; exam scheduled |
| Public Safety Dispatcher II (2) | Police | Eligibility List certified; department background process |
| Police Officer Trainee (6) | Police | Eligibility List certified; department background process |
| Police Officer II | Police | Accepting applications |
| Accountant I | Finance | Eligibility List certified; department background process |
| Program Manager – Grants | Finance | Eligibility List certified; department background process |

| **Table 2:** *Vacant Positions included in FY 2026/27 Proposed Budget as of 5/11/26, continued* | | |
|---|---|---|
| *Position* | *Department* | *Current Recruitment Status* |
| Code Enforcement Supervisor | Police | Accepting applications |
| Senior Civil Engineer | Engineering | Eligibility List certified; department background process |
| Deputy City Engineer (2) | Engineering | Eligibility List certified; department background process |

Due to sustained vacancies in the Police and Engineering Departments, Council recently approved a Hiring Bonus Policy and adjusted base salaries for the identified positions as well as related positions. There are no other sustained vacancies at this time other than those already discussed in the March 18, 2026, report for which Council already took corrective action to support recruitment and retention efforts.

**FINANCIAL IMPACT:**

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. The specific staffing plan and final list of budgeted positions will be included in the FY 2026/27 Proposed Budget when presented for Council's consideration.

**ALTERNATIVES:**

This report is for informational purposes. Council may provide direction to staff regarding positions to include or exclude from the FY 2026/27 Proposed Budget at this time or reserve such direction for presentation of the Proposed Budget.

**ATTACHMENTS:**

None

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 20, 2026

**Agenda Number:** E-4

**SUBJECT:**

Presentation of Capital Improvement Program (CIP) for Fiscal Year (FY) 2026/27 to FY 2030/31

**RECOMMENDATION:**

1. Adopt a minute order accepting the proposed projects in the City's Draft Capital Improvement Program (CIP) for Fiscal Year (FY) 2026/27 to FY 2030/31

2. Authorize the City Engineer to submit the draft 5-year CIP for FY 2026/27 to FY 2030/31 to the Planning Commission for determination of conformity with the General Plan

**SUMMARY:**

Preparation and approval of the CIP is an annual process. The CIP for FY 2026/27 to FY 2030/31:

- Lists the proposed projects for planning and funding of design, right of way costs, and construction
- Updates the status of proposed projects to be funded in the four years after FY 2026/27
- The CIP must be submitted to the Planning Commission for determination of conformity of those projects not previously conformed with the City's General Plan pursuant to Government Code Section 65401
- The projects in FY 2026/27 are included in the City's FY 2026/27 Budget

**DISCUSSION:**

The CIP is a planning document for capital improvement projects that covers a rolling five-year period. Critical projects are identified and defined so that resources can be assigned to implement the projects. The CIP also provides a comprehensive presentation of all funding sources that support capital projects and many of the operational programs supported by these same funding sources.

**PROJECT SELECTION PROCESS:**

Projects are included in the CIP for a variety of reasons. Some of the more common include:

- They are identified along with targeted completion dates in adopted master plans and technical studies
- They are necessary to support City growth
- They are developed from Community input to City Council (Council) or staff.

The CIP will generally focus on those projects where funding is available or anticipated to be so within the five-year window. Because there is a perennial need for more capital improvements than can be funded, not all potential projects are included in years beyond the next fiscal year in the CIP unless there is a reasonable assumption that funding will be identified. Funding source limitations play a significant role in determining which projects can be constructed and the projected construction timeline.

Most sources, whether Federal, State, or local grants and/or local development impact fees, can only be used for projects meeting certain criteria. Prioritization of many projects is therefore impacted by their respective funding sources.

**PROJECT PRIORITIZING PROCESS:**

Updating the CIP is a fluid process that ties closely to related funding sources and staff resources. The prioritization of projects is based on Council direction and shared departmental feedback of projects from Engineering, Public Works, Parks & Community Services, Transit, Grants, Fire & Police Departments, and Airport.

Project delivery is also influenced by funding deadlines, unexpected or unforeseen circumstances within specific projects or other demands created by other planned or unplanned projects. As an example, City project managers may be designing a road or street improvement when their services are needed to complete grant applications, address an emergency repair, or to accommodate the continuing uptick in private development activity. Occasionally, a project may be delayed to accommodate other CIP projects in the same vicinity.

- **On-call consultant progress**

On May 17, 2022, Council granted staff the ability to hire pre-approved consultants on an on-call basis, removing the need to go through the lengthy RFP process for certain types of work. In October of 2025, Council approved the first of two allowable extensions to the on-call program. To date, 37 task orders for various engineering services have been processed that benefit not only Engineering Department but Parks, Public Works, and Transit as well.

**FY 2025/26 CIP ACTIVITY SUMMARY:**

FY 2025/26 continued the positive trend for project delivery with over $27,000,000 spent or encumbered through June 2026 on 46 projects across the Engineering, Transit, Parks and Public Works Departments.

The largest area of focus in the last couple of years has been advancing sewer and water projects. This effort was driven by not only an aging sewer and water system, but deadlines placed on the $23,000,000 in American Rescue Plan Act (ARPA) funds awarded to the City. Per the ARPA guidelines, all previously encumbered funds were required to have been spent by the end of 2026. At present, all ARPA funds have been expended and drawn down, meaning the City has fulfilled all of its obligations under ARPA guidelines. This past year, as evidenced by Table 1 presenting the 13 projects awarded for construction, project delivery covered multiple facilities.

**Table 1:** *Projects Awarded for Construction in FY 2025/26*

| Project # | Description | Project Type |
|---|---|---|
| PK-00067 | James Taubert Park | Park |
| PK-00071 | Town & Country Connectivity Project | Park |
| PK-00081 | CDBG Park & Rec Facilities Paving Project | Public Facilities |
| R-000081 | 2022-23 City Streets 3R & ADA Project | Road |
| TS-00023 | HOPYQ Intersection Improvements | Traffic Signal |
| TS-00024 | Cleveland/Granada | Traffic Signal |
| TS-00032 | D Street/South Street | Traffic Signal |
| R-000037 | Raymond Road Shoulder Paving | Shoulder Paving |
| R-000060 | Storey Road Shoulder Paving | Shoulder Paving |
| Trans-01 | Madera Transit Center – Canopy Addition | Transit |
| W-000043 | SR145 Water Main Replacements | Water |
| W-GW-001 | New Well 37 | Water |
| R-000097 | Clinton Avenue Water & Sewer Improvements | Water/Sewer |

**FY 2026/27 DISCUSSION:**

Approximately $113,000,000 in Capital Project expenditures are projected for the FY 2026/27 CIP. This is largely due to funded projects rolling over from previous years. Most of the identified projects are advancing according to schedule and have been discussed in previous year's CIP presentations.

Table 2 on the following page contains a list of projects anticipated to go to construction in FY 2026/27.

| **Table 2:** *Carryover Projects Anticipated for Construction in FY 2026/27* | | |
|---|---|---|
| Project # | Description | Project Type |
| B-000004 | Rehab/Repair of 3 Bridges | Bridges |
| R-000057 | Lake-Fourth-Central Intersection | Roads |
| R-000058 | Schnoor Ave Sidewalk-Sunset to River | Sidewalks |
| R-000067 | Pecan Ave Shoulder Paving | Sidewalks |
| R-000079 | RMRA Seals/Overlays 2021-22 | Roads |
| R-000080 | RMRA Seals/Overlays 2022-23 | Roads |
| R-000093 | Washington School Sidewalks CMAQ | Sidewalks |
| R-000094 | Sidewalk Improvements Var Locations | Sidewalks |
| R-000098 | RMRA Seals/Overlays 2023-24 | Roads |
| R-000099 | FY24 Street Rehab And Recon Project | Roads |
| R-000100 | Clinton Street Ped Facilities | Sidewalks |
| R-000101 | D St / Clark St Ped Facilities | Sidewalks |
| R-000102 | Howard & Granada Ped Facilities | Sidewalks |
| R-000104 | RMRA Seals/Overlays 2024-25 | Roads |
| R-000106 | Pine Street Sidewalk Improvements | Sidewalks |
| R-000108 | RMRA Seals/Overlays 2025-26 | Roads |
| SS-00008 | 2018 Sewer Manhole Project | Sewer |
| SS-00009 | 2018 Sewer Repairs | Sewer |
| SS-00010 | Airport Lift Station Pumps Replacement | Sewer |
| SS-00011 | Mainberry Sewer, Howard to Sunset | Sewer |
| SS-00012 | Doubletree Sewer, Westberry to Liberty | Sewer |
| SS-00014 | Ave 13 Sewer Trunk Main Rehab – Phase 3 | Sewer |
| SS-00015 | Sewer Lift Station R&R | Sewer |
| Trans-10 | AHSC Transit Developments | Transit |
| TS-00036 | Ellis & Country Club Improvements | Roads |
| W-000004 | Water Main Upgrades - Locations 13-23 | Water |
| W-000009 | Gateway-Riverside River Crossing | Water |
| W-000032 | 2018-19 New Water Meter Installations | Water |
| W-000033 | Residential AMR Water Meter Replacements | Water |
| W-000039 | 2022 Year 2 Pipeline Replacements | Water |
| W-000040 | 2021 Year 1 Pipeline Replacements | Water |
| W-000041 | 2021 Leak Detection CIP | Water |
| W-T-0001 | Water Storage Tank Installation | Water |

Caltrans opened bids for the State Route 145 CAPM and Road Diet Project on January 13, 2026. Cal Valley Construction, Inc. submitted the lowest bid at $18,118,019.50 which was $3 million less than the Engineer's Estimate. The project was formally awarded to Cal Valley on March 17, 2026, and the contract approval is pending. Caltrans staff indicates work is tentatively scheduled to start in June. The 2026/27 CIP includes the City's contribution for this FY of $2,448,698 toward the project.

**FY 2026/27 NEW PROJECTS:**

Table 3 below shows an overview of new projects, their costs, and the type of project they represent.

**Table 3:** *New Projects Added to CIP*

| Project # | Description | Project Type | FY 26/27 Costs |
|---|---|---|---|
| R-000109 | RMRA Seals/Overlays 2026/27 | Roads | $1,864,293 |
| R-000199 | Future CIP Project per PMP [1] | Roads | - |
| PK-00083 | Rotary Park Basketball Courts | Parks | $195,650 |
| PK-00084 | Mexican-American & CASA Demo | Parks | $284,365 |
| PK-00085 | Rotary Horseshoe Pits | Parks | $51,000 |
| PK-00086 | Clinton Street Widening | Parks | $78,000 |
| PK-00087 | Centennial Park Pool Complex | Parks | $652,639 |
| W-000199 | Water R&R Projects [1] | Water | - |
| SS-000199 | Sewer R&R Projects [1] | Sewer | - |
| | | ***Total*** | **$3,125,947** |

[1] These projects account for spending in future years. As such, there is no cost for the current FY. This is discussed in greater detail at the end of the "New Project Summaries" section below.

**NEW PROJECT SUMMARIES:**

To provide context for the projects listed in Table 3 above, a summary of each project is included on the following page.

**ROAD PROJECTS:**

- **RMRA Seals/Overlays 2026/27 (Project R-000109)**
  Rehabilitation of several roads at various locations within the City, paid for with the 2026/27 allocation of the Road Maintenance Rehabilitation Account (RMRA).

**PARKS PROJECTS:**

- **Rotary Park Basketball Courts (Project PK-00083)**
  Plan to construct two (2) basketball courts at Rotary Park, alongside the Zero Gravity Skatepark. Funding provided by Community Development Block Grant (CDBG).

- **Mexican American Center & CASA Building Demolition (Project PK-00084)**
  Demolition of substandard structures where retrofit/refurbishing is not a cost-effective solution. Funding provided by CDBG.
- **Rotary Park Horseshoe Pits (PK-00085)**
  Initial project development phase for expansion of the horseshoe facility. Funding provided by CDBG.
- **Clinton Street Widening (PK-00086)**
  Widen Clinton Street adjacent to the undeveloped land between Tozer Street and Sunrise Rotary Sports Complex to provide paved parking for school and park events. Funding provided by CDBG.
- **Centennial Park Pool Complex (Project PK-00087)**
  Centennial Pool Complex Deck & Facility Improvements project. The scope of work includes major rehabilitation/repair of the pool to restore it to operable condition. Proposed funding provided by CDBG.

Also new this year is the inclusion of three "projects" that show expenses for future road, sewer and water expenses. These are not true projects in the traditional sense as there is no defined work included in either. Rather, these are used to account for future project needs to address depreciation of the system(s). In any given year, either of these projects may show a dollar amount that exceeds available funding. This merely serves to track expected maintenance projects relative to the level of funding available. Expenses will never exceed the amount of available funding; however, staff feel this is an important step to track what could eventually become deferred maintenance costs. The three projects were added in the Streets, Water and Sewer categories to capture proactive rehabilitation of the systems.

- R-000199 – Future CIP Projects per Pavement Management Plan is anticipated at $4 million per year. These are in addition to growth in the Public Works Streets budget for enhanced in-house paving repairs and restoration
- S-000199 – Future Sewer R&R Projects (remove, replace or rehab) for $2 million per year
- W-000199 – Future Water R&R (remove and replace) Projects at $3 million per year

**GENERAL PLAN CONFORMITY:**

California Government Code 65401 requires a determination that the CIP is in conformance with the City's General Plan. This determination is made by the Planning Commission. Staff therefore recommends that Council direct that it be submitted to the Planning Commission.

**FINANCIAL IMPACT:**

Funding for CIP projects comes from a variety of sources. The projects do not typically rely on the General Fund. Section 3, Sources and uses, and Section 4, Funding Summary, of the Draft CIP for FY 2026/27 to 2030/31 list all the contributing sources. Each major category of improvements is associated with a different set of possible funding sources and several assumptions that include:

- Gas Tax and TDA (Transit Development Act) transportation funding sources remain steady
- Measure T sunsets in 2027
- Measure T Renewal (Measure T2) starting in 2027
- Some Transportation funding sources can be allocated to eligible storm drainage improvements

Regardless of assumptions, staff continue to actively pursue grant and other funding opportunities for the City's significant projects, such as the Avenue 13 Sewer Main Rehabilitation and the new Northeast Water Storage Tank Project.

**ALTERNATIVES:**

Given the breadth of the projects contained in the CIP, the number of possible alternatives is significant. Council has the authority to adjust all aspects of the project priorities and schedules.

**ATTACHMENTS:**

1. Draft Capital Improvement Program FY 2026/27 to 2030/31 Project List by Category
2. Draft Capital Improvement Program FY 2026/27 to 2030/31 Full Document (Web Link)

# **Attachment 1**

Draft Capital Improvement Program FY 2026/27 to 2030/31
Project List by Category

26-27 through 30-31

# Capital Improvement Plan

City of Madera

## Projects by Category And Department

| Department / Category | Project # | 26-27 | 27-28 | 28-29 | 29-30 | 30-31 | Total |
|---|---|---|---|---|---|---|---|
| **Airport** | | | | | | | |
| **Airport** | | | | | | | |
| AIR-0001 - T-Hangar Development Phase 1 | *AIR-0001* | | | | 1,071,000 | | **1,071,000** |
| AIR-0004 - Runway 12-30 Mill & Fill | *AIR-0004* | 140,000 | | | | | **140,000** |
| AIR-0005 - Taxiway Mill & Fill | *AIR-0005* | | | 69,500 | 744,000 | | **813,500** |
| AIR-0009 - Reconstruct Hanger Rows 1 & 2 | *AIR-0009* | | 387,428 | 1,837,000 | | | **2,224,428** |
| **Airport Total** | | **140,000** | **387,428** | **1,906,500** | **1,815,000** | **0** | **4,248,928** |
| **Airport Total** | | **140,000** | **387,428** | **1,906,500** | **1,815,000** | **0** | **4,248,928** |
| **Community Development** | | | | | | | |
| **Public Facility** | | | | | | | |
| CD-00001 - City Hall Relocation & Expansion | *CD-00001* | | | | | 20,910,000 | **20,910,000** |
| **Public Facility Total** | | **0** | **0** | **0** | **0** | **20,910,000** | **20,910,000** |
| **Community Development Total** | | **0** | **0** | **0** | **0** | **20,910,000** | **20,910,000** |
| **Engineering** | | | | | | | |
| **Administrative** | | | | | | | |
| Current Developer Reimbursements | *DEVREMCUR* | 1,192,641 | 571,620 | 71,695 | | | **1,835,956** |
| Future Developer Reimbursements | *DEVREMFUTURE* | | 2,813,054 | | | | **2,813,054** |
| ENG-000C - Traffic Warrants | *ENG-000C* | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | **125,000** |
| ENG F - CIP Engineering | *ENG F* | 626,275 | 648,000 | 668,000 | 670,000 | 690,000 | **3,302,275** |
| Eng S - LTF Fair Share Ave 17 Vicinity Sr99 | *ENG S* | | | | | 524,296 | **524,296** |
| R-000031 - Misc. Transportation Projects/Planning | *R-000031* | 193,000 | 199,000 | 205,000 | 211,150 | 217,500 | **1,025,650** |
| R-000041 - Concrete Projects - Share Program | *R-000041* | 0 | 20,000 | 20,000 | 20,000 | 20,000 | **80,000** |
| S-000994 - WWTP Loan Repayment | *S-000994* | 49,000 | 49,000 | 49,000 | 49,000 | 49,000 | **245,000** |
| S-000995 - Road 28 Sewer Loan Repayment | *S-000995* | 4,000 | 4,000 | 4,000 | 4,000 | 269,931 | **285,931** |
| SS-00000 - Engineering Support for Sewer Projects | *SS-00000* | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | **125,000** |
| W-000000 - Engineering Support for Water Projects | *W-000000* | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | **125,000** |
| **Administrative Total** | | **2,139,916** | **4,379,674** | **1,092,695** | **1,029,150** | **1,845,727** | **10,487,162** |
| **Alleys** | | | | | | | |
| ALY-0004 - Alley Paving 2024 - Northwest | *ALY-0004* | 718,500 | | | | | **718,500** |
| ALY-0005 - Alley Paving 2024 - Southwest | *ALY-0005* | 722,000 | | | | | **722,000** |
| ALY-0006 - Alley Paving 2024 - Northeast | *ALY-0006* | 932,500 | | | | | **932,500** |
| **Alleys Total** | | **2,373,000** | **0** | **0** | **0** | **0** | **2,373,000** |
| **Bike & Pedestrian Facilities** | | | | | | | |
| B-000005 - Granada Pedestrian Bridge | *B-000005* | 330,000 | 80,000 | 2,272,300 | | | **2,682,300** |

| Department<br>*Category* | Project # | 26-27 | 27-28 | 28-29 | 29-30 | 30-31 | Total |
|---|---|---|---|---|---|---|---|
| PK-00048 - Tulare/Cleveland/Raymond Bike Path | *PK-00048* | 30,000 | 315,000 | | | | **345,000** |
| PK-00056 - Bike/Ped Path, FRT-Cleveland Ave | *PK-00056* | | 45,000 | | 339,000 | | **384,000** |
| PK-00058 - FRT-Granada to MID, North Bank | *PK-00058* | | 21,000 | 70,000 | 330,000 | | **421,000** |
| R-000058 - Schnoor Ave Sidewalk-Sunset to River | *R-000058* | 593,750 | | | | | **593,750** |
| R-000064 - ADA Walkability Sidewalks Program | *R-000064* | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | **400,000** |
| R-000093 - Washington School Sidewalks CMAQ | *R-000093* | 767,200 | | | | | **767,200** |
| R-000094 - Sidewalk Improvements Var Locations | *R-000094* | 1,008,043 | | | | | **1,008,043** |
| R-000100 - Clinton Street Ped Facilities | *R-000100* | 200,000 | | | | | **200,000** |
| R-000101 - D St / Clark St Ped Facilities | *R-000101* | 230,000 | | | | | **230,000** |
| R-000102 - Howard & Granada Ped Facilities | *R-000102* | 260,000 | | | | | **260,000** |
| R-000106 - Pine Street Sidewalk Improvements | *R-000106* | 551,000 | | | | | **551,000** |
| **Bike & Pedestrian Facilities Total** | | **4,049,993** | **541,000** | **2,422,300** | **749,000** | **80,000** | **7,842,293** |
| **Bridges** | | | | | | | |
| B-000002 - Westberry Bridge Construction | *B-000002* | 119,826 | 475,000 | 19,205,500 | | | **19,800,326** |
| B-000004 - Rehab/Repair of 3 Bridges | *B-000004* | 1,167,500 | | | | | **1,167,500** |
| B-000006 - Clark Street Bridge Replacement | *B-000006* | 500,000 | 4,385,000 | | | | **4,885,000** |
| **Bridges Total** | | **1,787,326** | **4,860,000** | **19,205,500** | **0** | **0** | **25,852,826** |
| **Plan/Report/Study** | | | | | | | |
| MUPUD-SD - Storm Drain Master Plan Update | *MUPUD-SD* | 280,000 | | | | | **280,000** |
| MUPUD-W - Water Master Plan Update | *MUPUD-W* | 350,000 | | | | | **350,000** |
| R-000087 - Almond/Pine/Stadium Traffic Study | *R-000087* | 87,450 | | | | | **87,450** |
| R-000103 - Local Roadway Safety Plan Development | *R-000103* | 433,150 | | | | | **433,150** |
| R-000107 - RCE Grade Seperation Study | *R-000107* | 75,000 | | | | | **75,000** |
| **Plan/Report/Study Total** | | **1,225,600** | **0** | **0** | **0** | **0** | **1,225,600** |
| **Sewer** | | | | | | | |
| S-000012 - Schnoor Ave Trunk Sewer Rehab | *S-000012* | 130,000 | 1,080,000 | | | | **1,210,000** |
| S-000996 - Southeast Quad Sewer Improvement | *S-000996* | | | | | 455,000 | **455,000** |
| S-000997 - Northeast Quad Sewer Improvement | *S-000997* | | | | | 208,602 | **208,602** |
| S-000998 - Northwest Quad Sewer Improvement | *S-000998* | | | | | 352,000 | **352,000** |
| SS-00006 - Fairgrounds Lift Station-VFD | *SS-00006* | 35,000 | | | | | **35,000** |
| SS-00008 - 2018 Sewer Manhole Project | *SS-00008* | 130,000 | | | | | **130,000** |
| SS-00009 - 2018 Sewer Repairs | *SS-00009* | 3,930,270 | | | | | **3,930,270** |
| SS-00011 - Mainberry Sewer, Howard to Sunset | *SS-00011* | 850,000 | | | | | **850,000** |

| Department<br>*Category* | Project # | 26-27 | 27-28 | 28-29 | 29-30 | 30-31 | Total |
|---|---|---|---|---|---|---|---|
| SS-00013 - Pecan Ave Parallel Sewer Main | *SS-00013* | | 2,046,700 | | | | **2,046,700** |
| SS-00014 - Ave 13 Sewer Trunk Main Rehab | *SS-00014* | 10,300,000 | 7,600,000 | | | | **17,900,000** |
| SS-000199 - SEWER R&R PROJECTS | *SS-000199* | | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | **8,000,000** |
| S-STDY-1 - Sewer System Assess/Rehab Phase 2 | *S-STDY-1* | 140,563 | | | | | **140,563** |
| S-STDY-2 - Sewer Asset Mgmt Software | *S-STDY-2* | 75,000 | | | | | **75,000** |
| S-VI-002 - Sewer Main Video Inspection Phase 2 | *S-VI-002* | 695,000 | 150,000 | 150,000 | 150,000 | 150,000 | **1,295,000** |
| **Sewer Total** | | **16,285,833** | **12,876,700** | **2,150,000** | **2,150,000** | **3,165,602** | **36,628,135** |
| **Storm Drain** | | | | | | | |
| SD-13-PX - Retention Basin Land Acquisition | *SD-13-PX* | 70,000 | 40,000 | 40,000 | | | **150,000** |
| SD-14-P11 - Granada Dr/Ave 12.5 Retention Basin | *SD-14-P11* | 100,000 | | | | | **100,000** |
| SD-00017 - G St Storm Drain Improvements | *SD-00017* | | | 170,000 | 1,361,500 | | **1,531,500** |
| SD-00018 - Sunset Avenue Pipeline | *SD-00018* | 287,500 | 3,162,800 | | | | **3,450,300** |
| SD-00019 - Lake Street Pipeline Clark to Wessmith | *SD-00019* | | 40,000 | 250,000 | | | **290,000** |
| SD-00020 - Lake St Pipeline | *SD-00020* | | 30,000 | 180,000 | | | **210,000** |
| SD-00021 - Howard Road Storm Drain Pipe | *SD-00021* | 688,276 | 7,119,250 | | | | **7,807,526** |
| SD-000997 - NW Quad Storm Drain Improvement | *SD-000997* | | | | | 7,400,000 | **7,400,000** |
| SD-000998 - SE Quad Storm Drain Improvements | *SD-000998* | | | | | 17,500,000 | **17,500,000** |
| **Storm Drain Total** | | **1,145,776** | **10,392,050** | **640,000** | **1,361,500** | **24,900,000** | **38,439,326** |
| **Street 3R** | | | | | | | |
| ENG-000G - Pavement Management Program (PMP) | *ENG-000G* | | 100,000 | | | 100,000 | **200,000** |
| R-000079 - RMRA Seals/Overlays 2021-22 | *R-000079* | 1,724,768 | | | | | **1,724,768** |
| R-000080 - RMRA Seals/Overlays 2022-23 | *R-000080* | 2,000,000 | | | | | **2,000,000** |
| R-000098 - RMRA Seals/Overlays 2023-24 | *R-000098* | 1,595,479 | | | | | **1,595,479** |
| R-000099 - FY24 Street Rehab And Recon Project | *R-000099* | 2,660,000 | | | | | **2,660,000** |
| R-000104 - RMRA Seals/Overlays 2024-25 | *R-000104* | 1,620,000 | | | | | **1,620,000** |
| R-000108 - RMRA Seals/Overlays 2025-26 | *R-000108* | 1,802,671 | | | | | **1,802,671** |
| R-000109 RMRA Seals/Overlays 2026-27 | *R-000109* | 1,864,293 | | | | | **1,864,293** |
| R-000199 - Future CIP Projects per Pavement Management Plan | *R-000199* | | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 | **16,000,000** |
| **Street 3R Total** | | **13,267,211** | **4,100,000** | **4,000,000** | **4,000,000** | **4,100,000** | **29,467,211** |
| **Streets** | | | | | | | |
| R-000010 - Olive Ave Widening-Gateway to Knox | *R-000010* | 390,000 | 6,664,000 | 1,000,000 | | | **8,054,000** |
| R-000032 - UPPR Crossing/Street Approaches | *R-000032* | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | **400,000** |

| Department<br>*Category* | Project # | 26-27 | 27-28 | 28-29 | 29-30 | 30-31 | Total |
|---|---|---|---|---|---|---|---|
| R-000037 - Raymond Rd Shoulder-n/o Cleveland | *R-000037* | 56,076 | | | | | **56,076** |
| R-000046 - Lake St Improvements-Fourth to Cleveland | *R-000046* | | | | | 120,000 | **120,000** |
| R-000050 - Pine St Reconstr-Howard to Fourth St | *R-000050* | 60,000 | 60,000 | 1,180,000 | | | **1,300,000** |
| R-000054 - Cleveland Ave Widen-Schnoor to SR99 | *R-000054* | 130,000 | 500,000 | 400,000 | 7,050,000 | | **8,080,000** |
| R-000057 - Lake-Fourth-Central Intersection | *R-000057* | 3,521,000 | | | | | **3,521,000** |
| R-000060 - Storey Rd Shoulder Paving | *R-000060* | 42,750 | | | | | **42,750** |
| R-000067 - Pecan Ave Shoulder Paving | *R-000067* | 816,683 | | | | | **816,683** |
| R-000082 - Almond Ave Extension - Pine to Stadium | *R-000082* | 760,000 | 250,000 | 6,500,000 | | | **7,510,000** |
| R-000096 - Caltrans Downtown Madera CAPM Project | *R-000096* | 2,500,000 | | | | | **2,500,000** |
| **Streets Total** | | **8,356,509** | **7,554,000** | **9,160,000** | **7,130,000** | **200,000** | **32,400,509** |
| **Traffic Signal/Traffic Safety** | | | | | | | |
| R-000105 - ATP Safe Routes to Schools Project | *R-000105* | 1,290,000 | 6,466,000 | | | | **7,756,000** |
| TS-00022 - 4th St Traffic Signal Interconnect | *TS-00022* | 13,300 | | | | | **13,300** |
| TS-00023 - HOPYQ Intersection Traffic Signals | *TS-00023* | 38,000 | | | | | **38,000** |
| TS-00024 - Cleveland/Granada Dr Traffic Signal | *TS-00024* | 58,000 | | | | | **58,000** |
| TS-00030 - Miscellaneous Traffic Safety Items | *TS-00030* | 20,000 | 30,000 | 30,000 | 40,000 | 40,000 | **160,000** |
| TS-00032 - D St/South St Traffic Signal | *TS-00032* | 60,000 | | | | | **60,000** |
| TS-00036 - Ellis & Country Club Improvements | *TS-00036* | 342,900 | | | | | **342,900** |
| **Traffic Signal/Traffic Safety Total** | | **1,822,200** | **6,496,000** | **30,000** | **40,000** | **40,000** | **8,428,200** |
| **Water** | | | | | | | |
| W-000004 - Water Main Upgrades - Locations 13-23 | *W-000004* | 1,817,750 | | | | | **1,817,750** |
| W-000006 - H St-Water Main Upgrades | *W-000006* | 50,000 | 650,000 | | | | **700,000** |
| W-000008 - 10th St-Water Main Upgrades | *W-000008* | 50,000 | 1,600,000 | | | | **1,650,000** |
| W-000009 - Gateway-Riverside River Crossing | *W-000009* | 455,000 | | | | | **455,000** |
| W-000026 - Frank Bergon Water Tower | *W-000026* | | | | 10,000 | 710,000 | **720,000** |
| W-000032 - 2018-19 New Water Meter Installations | *W-000032* | 647,500 | | | | | **647,500** |
| W-000039 - 2022 Year 2 Pipeline Replacements | *W-000039* | 3,407,000 | | | | | **3,407,000** |
| W-000040 - 2021 Year 1 Pipeline Replacements | *W-000040* | 2,400,000 | | | | | **2,400,000** |
| W-000041 - 2021 Leak Detection CIP | *W-000041* | 248,000 | | | | | **248,000** |
| W-000199 - Future Water R&R Projects | *W-000199* | | 3,000,000 | 3,000,000 | 3,000,000 | 3,000,000 | **12,000,000** |
| W-GW-001 - Water Well 37-Install Pump | *W-GW-001* | 65,000 | | | | | **65,000** |
| W-GW-002 - Water Well 35-Ellis w/o Chapin | *W-GW-002* | | | | 150,000 | 2,850,000 | **3,000,000** |
| W-GW-003 - Sienna Estates Water Well | *W-GW-003* | 550,000 | 2,550,000 | | | | **3,100,000** |

| Department<br>*Category* | Project # | 26-27 | 27-28 | 28-29 | 29-30 | 30-31 | Total |
|---|---|---|---|---|---|---|---|
| W-PSW-45 - Almond Ave Water Main, Pine-Stadium | *W-PSW-45* | 88,000 | 188,000 | | | | **276,000** |
| W-STDY-2 - Water System Condition Assess/Rehab | *W-STDY-2* | 296,000 | | | | | **296,000** |
| W-STDY-3 - Water Asset Mgmt Software | *W-STDY-3* | 150,000 | | | | | **150,000** |
| W-T-0001 - Water Storage Tank Installation | *W-T-0001* | 35,815,000 | 2,530,000 | | | | **38,345,000** |
| **Water Total** | | **46,039,250** | **10,518,000** | **3,000,000** | **3,160,000** | **6,560,000** | **69,277,250** |
| **Engineering Total** | | **98,492,614** | **61,717,424** | **41,700,495** | **19,619,650** | **40,891,329** | **262,421,512** |
| **Parks & Community Services** | | | | | | | |
| **Bike & Pedestrian Facilities** | | | | | | | |
| PK-00001 - Ped/Bike Facilities | *PK-00001* | 50,000 | | 100,000 | 25,000 | | **175,000** |
| **Bike & Pedestrian Facilities Total** | | **50,000** | **0** | **100,000** | **25,000** | **0** | **175,000** |
| **Parks** | | | | | | | |
| PK-00083 - Rotary Park Basketball Courts | *PK-00083* | 195,650 | | | | | **195,650** |
| PK-00084 - Mexican American Center & CASA Builduing Demolition | *PK-00084* | 284,365 | | | | | **284,365** |
| PK-00085 - Rotary Park Horseshoe Pits | *PK-00085* | 51,000 | | | | | **51,000** |
| PK-00086 - Clinton Street Widening | *PK-00086* | 78,000 | | | | | **78,000** |
| PK-00087 - Centennial Park Pool Complex | *PK-00087* | 652,639 | | | | | **652,639** |
| **Parks Total** | | **1,261,654** | **0** | **0** | **0** | **0** | **1,261,654** |
| **Parks & Community Services Total** | | **1,311,654** | **0** | **100,000** | **25,000** | **0** | **1,436,654** |
| **Public Works** | | | | | | | |
| **Administrative** | | | | | | | |
| PWTRANS - Public Work Streets Activities | *PWTRANS* | 5,240,000 | 3,565,000 | 3,565,000 | 3,565,000 | 3,565,000 | **19,500,000** |
| **Administrative Total** | | **5,240,000** | **3,565,000** | **3,565,000** | **3,565,000** | **3,565,000** | **19,500,000** |
| **Bridges** | | | | | | | |
| RM-00001 - Rtne Maint City Bridges Fresno RVR | *RM-00001* | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | **400,000** |
| **Bridges Total** | | **80,000** | **80,000** | **80,000** | **80,000** | **80,000** | **400,000** |
| **Sewer** | | | | | | | |
| SS-00010 - Airport Lift Station Pumps Replacement | *SS-00010* | 170,000 | | | | | **170,000** |
| SS-00012 - Doubletree Sewer, Westberry to Liberty | *SS-00012* | 90,000 | | | | | **90,000** |
| SS-00015 - Sewer Lift Station R&R | *SS-00015* | 200,000 | | | | | **200,000** |
| **Sewer Total** | | **460,000** | **0** | **0** | **0** | **0** | **460,000** |
| **Water** | | | | | | | |
| W-000029 - Downtown Valve Replacement | *W-000029* | 390,000 | | | | | **390,000** |
| W-000033 - Residential AMR Wtr Meter Replacements | *W-000033* | 1,040,000 | 1,040,000 | 575,000 | | | **2,655,000** |
| W-000036 - 4th/Gateway Line and Valve | *W-000036* | 80,000 | 990,000 | | | | **1,070,000** |
| W-000038 - Well 27 Rehabilitation | *W-000038* | 165,000 | 1,810,000 | | | | **1,975,000** |
| **Water Total** | | **1,675,000** | **3,840,000** | **575,000** | **0** | **0** | **6,090,000** |
| **WWTP** | | | | | | | |
| WWTP23-01 - WWTP Centrifuge Units | *WWTP23-01* | 226,000 | 1,040,000 | | | | **1,266,000** |

| Department<br>*Category* | Project # | 26-27 | 27-28 | 28-29 | 29-30 | 30-31 | Total |
|---|---|---|---|---|---|---|---|
| WWTP23-02 - Headworks & Pipeline CIPP Lining | *WWTP23-02* | 1,200,000 | | | | | **1,200,000** |
| WWTP23-03 - Sludge Belt Thickener | *WWTP23-03* | 640,000 | | | | | **640,000** |
| WWTP23-04 - WWTP Perimeter Fencing | *WWTP23-04* | | | | 348,000 | | **348,000** |
| WWTP24-01 - 2024 Improvement Project | *WWTP24-01* | 1,150,000 | | | | | **1,150,000** |
| **WWTP Total** | | **3,216,000** | **1,040,000** | **0** | **348,000** | **0** | **4,604,000** |
| **Public Works Total** | | **10,671,000** | **8,525,000** | **4,220,000** | **3,993,000** | **3,645,000** | **31,054,000** |
| **RDA Successor Agency** | | | | | | | |
| **Streets** | | | | | | | |
| RDA-18-02 - Adell St Interconnect, Kennedy & Adell | *RDA-18-02* | | 265,000 | | | | **265,000** |
| **Streets Total** | | **0** | **265,000** | **0** | **0** | **0** | **265,000** |
| **Successor Agency (RDA)** | | | | | | | |
| RDA-16-01 - Adell St Utility Project | *RDA-16-01* | 50,000 | 1,735,000 | | | | **1,785,000** |
| RDA-16-07 - Adelaide Subdivision | *RDA-16-07* | | | 1,598,478 | | | **1,598,478** |
| RDA-17-02 - Yosemite Lot Development | *RDA-17-02* | | 550,970 | | | | **550,970** |
| **Successor Agency (RDA) Total** | | **50,000** | **2,285,970** | **1,598,478** | **0** | **0** | **3,934,448** |
| **RDA Successor Agency Total** | | **50,000** | **2,550,970** | **1,598,478** | **0** | **0** | **4,199,448** |
| **Transit Program** | | | | | | | |
| **Transit** | | | | | | | |
| Trans-10 - AHSC Transit Developments | *Trans-10* | 1,509,293 | | | | | **1,509,293** |
| TRANS-11 - Transit Center Charging Station Project | *TRANS-11* | 60,000 | 526,000 | | | | **586,000** |
| TRANS-12 - Bus Shelter Relocation | *TRANS-12* | 434,600 | | | | | **434,600** |
| **Transit Total** | | **2,003,893** | **526,000** | **0** | **0** | **0** | **2,529,893** |
| **Transit Program Total** | | **2,003,893** | **526,000** | **0** | **0** | **0** | **2,529,893** |
| **GRAND TOTAL** | | **112,669,161** | **73,706,822** | **49,525,473** | **25,452,650** | **65,446,329** | **326,800,435** |

**Attachment 2**

Draft Capital Improvement Program FY 2026/27 to 2030/31 Full Document (Web Link)

https://www.madera.gov/media/bzub5o5q/fy-2026-27-draft-capital-improvement-plan.pdf

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:** May 20, 2026

**Agenda Number:** E-5

**SUBJECT:**

Madera Municipal Golf Course Update 2026

**RECOMMENDATION:**

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

**SUMMARY:**

The existing lease agreement between the City and Sierra Golf Management (SGM) for the operation and management of the Madera Municipal Golf Course was renewed on July 1, 2023, for a five-year term. The agreement is scheduled to expire on June 30, 2028.

As part of the agreement, the City committed to providing the City Council with a minimum of one formal annual update on the status of the golf course operations. This includes a review of the prior year's performance (in this case, calendar year 2025) and an overview of new or planned developments for the upcoming year (2026). These updates are intended to ensure transparency, foster collaboration, and keep the Council and community informed about the condition, performance, and direction of the golf course.

In addition to the annual update, the agreement established a Golf Course Advisory Committee, which meets to discuss course operations, community feedback, and opportunities for improvement. The committee plays a key role in supporting ongoing communication between SGM, City staff, and stakeholders.

This report serves as the required annual update, providing Council with a summary of golf course activities, accomplishments, and planned enhancements in accordance with the terms of the management agreement.

**DISCUSSION:**

The following text in *italics* provides highlights as provided by SGM.

*2025 – Golf Operations*

*As per the existing lease agreement, the Golf Course Advisory Committee continues to meet monthly to discuss ways of increasing the viability of the golf course and planning for the use of capital funds that will help to keep the course viable for not only now but the future as well.*

*The game of golf continues to gain in popularity on a national level. Locally, we see the same trends, and these are reflected in the [rounds played] below.*

- *Rounds played in 2021: 35,188*
- *Rounds played in 2022: 34,955*
- *Rounds played in 2023: 36,068*
- *Rounds played in 2024: 39,046*
- *Rounds played in 2025: 44,953*

*This increase is beneficial to the City of Madera because rent is paid to the City in two forms:*

- *Monthly base rent*
- *Additional rent calculated per round*

*An increase in rounds played equals an increase in rent paid to the City of Madera. In 2025, we paid $16,244.25 more in rent than in 2024.*

*In late 2025, we performed an in-house demographic survey to find where our players come from by asking them to fill out a survey giving us their zip code. Below are the top 10 zip codes of the survey.*

| *#* | *Zip Code* | *Description* |
|---|---|---|
| *1* | *93637* | *Madera, Parkwood, La Vina* |
| *2* | *93722* | *West Fresno* |
| *3* | *93720* | *NE Fresno, Fort Washington* |
| *4* | *93638* | *Madera Acres, Parksdale* |
| *5* | *93636* | *Madera Ranchos* |
| *6* | *93619* | *East Clovis* |
| *7* | *93711* | *North Fresno* |
| *8* | *93611* | *Clovis* |
| *9* | *93630* | *Kerman* |
| *10* | *93727* | *SE Fresno, Sunnyside, Tarpey Village* |

*2025 - Golf Course Conditions*

*Our course conditions help to make us a first choice for valley golfers. The condition of our putting surfaces is second to none and are touted by our patrons to be the "best greens in the valley". SGM continues to bring in new equipment, strategies and expertise to constantly improve course conditions at Madera Municipal Golf Course. In addition to fulfilling capital contributions per the contract.*

*In the fall of 2024, we conducted our annual USGA site visit at Madera Golf Course. This visit provides us with an independent assessment of the golf course's playability and turf health. We requested another assessment for the fall of 2025, but the USGA was unavailable at that time. The next assessment is scheduled for July 1st. As in previous assessments, the primary issue remains the age of the irrigation system and the need for an upgrade to more modern technology. SGM is collaborating with the City purchasing team to engage a consultant who will evaluate the current system and recommend upgrades or replacements.*

*The Irrigation Pump Station is the most vital part of the golf course infrastructure for not only irrigation but fire suppression as well. The original station that was installed over 30 years ago is still in service today and requires constant repairs. Over the years, thousands of dollars have been invested in repairs to this aging system. In the past year SGM has paid over $30,000 for repairs to keep this system functioning.*

*The Irrigation Pump Station utilizes older technology with pressure switches and pressure relief valves. Newer technology utilizes Variable Frequency Drive motors (VFD's). This technology reduces energy costs; balances pressure and reduces line breaks caused by "water hammer."*

*SGM has provided budgetary estimates to the city for a pump system upgrade. As a result, the city will conduct a sourcing project to procure a new pump station from a qualified contractor.*

*Our goal is to use surface water from the district throughout most of the irrigation season as opposed to pumping groundwater from our wells to fill ponds and irrigate. At the time of this report, we do not have a percentage, price or amount allocated to us yet, but early indication is that we will be receiving district water for our irrigation needs.*

*<u>2025 - Food and Beverage</u>*

*In 2023, subletting the food and beverage operations to Sugar Pine Smokehouse (SPS) has improved the experience for golfers and the community.*

*Together with staff and the advisory committee, we continue to improve the banquet facility where possible.*

*Local service group engagement has increased usage of the facility, with new events including:*

- *Women's Networking*

- *Rotary*
- *Madera County Republican Women*
- *Campfire*

*In addition to these groups, SPS has been working with schools in the MUSD and offering discounted and often free use of the facility for fundraisers that benefit school sports and programs.*

***Future Capital Projects***

Currently, there are two pending projects: the hiring of an irrigation consultant and the procurement of two HVAC units for the golf course banquet hall.

During the Council meeting on December 17, 2025, approval was granted for the staff to initiate a bidding process to hire an irrigation consultant. This consultant will develop a report identifying options and next steps related to the golf course's irrigation system. Additionally, as part of a city-wide effort, staff will procure two new HVAC units for the banquet facility at the golf course. The consultant purchase agreement is currently under internal review, and the HVAC contract is expected to be awarded by the end of May 2026. It is important to note that all capital expenditure is subject to the city's municipal purchasing rules.

A summary of pending and projected projects is presented below:

- HVACS – (in process)
- Irrigation Consultant (In process)
- Irrigation Pump Station
- Clubhouse banquet hall painting
- Parking lot resurfacing
- Roof leaks

**FINANCIAL IMPACT:**

Although this is an informational report only, Table 1 provides a point-in-time snapshot of yearly capital expenditure and total remaining funds. It also displays fiscal years 2023/24, 2024/25 and 2025/26 rollover savings commensurate with direction previously received from Council on May 1, 2024.

No direct financial impact is associated with the presentation of this information.

**Table 1:** *Golf Course Capital Improvements Expenditure Breakdown (as of 3/31/26)*

| Item | Fiscal Year | | |
|---|---|---|---|
| | 2023/24 | 2024/25 | 2025/26 |
| Capital Improvements Allocation | $75,000 | $75,000 | $75,000 |

| | | | |
|---|---|---|---|
| Additional Appropriations from All Other Golf Course Revenues | $0 | $41,152 | $51,152 |
| Total Appropriations | $75,000 | $116,152 | $126,152 |
| Expenditure/Encumbered | $75,000 | $83,915.51 | $32,829.94 |
| **Unspent Balance** | **$0.00** | **$32,236.49** | **$93,322.06** |

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None.